



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Monday, September 25, 2017

7:00 PM

City Hall Council Chambers

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

Presentation

Texas Historical Commission presents Texas Treasure Business Award to Joe Orr Inc.

Hear Visitors: During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 PM on the day of the Council meeting. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

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

- 2a. [17-0545](#) Presentation, possible action, and discussion of minutes for:
 - September 11, 2017 Workshop
 - September 11, 2017 Regular

Sponsors:

McNutt

Attachments:

[WKSHP091117 DRAFT Minutes](#)

[RM091117 DRAFT Minutes](#)

- 2b. [17-0463](#) Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).
- Sponsors:** Ruiz
- 2c. [17-0511](#) Presentation, possible action and discussion to authorize expenditure of funds for FY 2018 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.
- Sponsors:** Leonard
- Attachments:** [2018 Exemptions List](#)
- 2d. [17-0516](#) Presentation, possible action, and discussion regarding the renewal of an annual contract 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.
- Sponsors:** Harmon
- Attachments:** [Tabulation](#)
[Bid 15-066 Signed Annual Install of Type D Hot Mix](#)
- 2e. [17-0517](#) Presentation, possible action, and discussion regarding the first renewal of contract 15300353 with Andrews Building Service, Inc. for annual janitorial services for city facilities and the Northgate District in the amount of \$256,078.42.
- Sponsors:** Harmon
- Attachments:** [Contract 15300353 Signed Janitorial Services](#)
- 2f. [17-0518](#) Presentation, possible action, and discussion on an Interlocal Agreement between City of College Station and College Station Independent School District for the cost participation by College Station Independent School District in the City's Royder Road Widening Phase I Project.
- Sponsors:** Harmon
- Attachments:** [Royder Road Phase I Project Map](#)
[CSISD ILA Wellborn Middle School-9-1-17](#)
- 2g. [17-0519](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 38, "Traffic and Vehicles," Section 38-1008 "Traffic Schedule VIII, no right turn and no left turn" of the Code of Ordinances of the City of College Station to prohibit

Left-Turns for vehicles traveling northbound on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway 815 feet North of Deacon Drive.

Sponsors:

Rother

Attachments:

[Ordinance - No Left turn Southwood Valley Elementary](#)

[Exhibit A - No Left-Turn Southwood Valley Elementary](#)

- 2h. [17-0520](#) Presentation, possible action, and discussion on an interlocal agreement between the City of College Station and Brazos County regarding Arrington Road.

Sponsors:

Harmon

Attachments:

[Arrington Road ILA Final](#)

- 2i. [17-0526](#) Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designee as authorized officials to execute documents necessary for the submission of a grant application for Criminal Justice Division funds from the Officer of the Governor.

Sponsors:

Norris

Attachments:

[Resolution](#)

- 2j. [17-0528](#) Presentation, possible action, and discussion on 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 at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive, of the Code of Ordinances of the City of College, Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors:

Eller

Attachments:

[Ordinance Amendment - Division 2, Sec. 38-1014](#)

- 2k. [17-0530](#) Presentation, possible action, and discussion regarding approval an Amendment to the Brazos Valley Wide Area Communications System (BVWACS) Interlocal Agreement adding Grimes County as a BVWACS Party.

Sponsors:

Provazek

Attachments:

[City of College Station - BVWACS ILA Amendment - With 7 Signature Pages.pc](#)

- 2l. [17-0531](#) Presentation, possible action and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as

needed. The total recommended award is for an amount not to exceed \$479,168.

Sponsors:

Leonard

Attachments:

[Final Draft 2017 Three Phase Eval](#)

2m. [17-0535](#)

Presentation, possible action, and discussion regarding an annual water meter purchase contract #16300413R1 with National Meter & Automation, Inc. for a maximum amount of \$463,000.

Sponsors:

Coleman

Attachments:

[Bid tabulation 16-073](#)

2n. [17-0549](#)

Presentation, possible action, and discussion on an ordinance repealing Chapter 38, "Traffic and Vehicles" Article I, "In General", Sec. 38-19 "Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle" of the College Station Code.

Sponsors:

McCollum

Attachments:

[Sec 38-19 WCD Ord Repeal 9-15-17](#)

2o. [17-0553](#)

Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Lakeridge Living LP for 69.55 square foot encroachment into the public utility easement located at Lot 1R A, Block 1, Lakeridge Subdivision, according to the plat recorded in Volume 11092, Page 100 of the Official Records of Brazos County, Texas.

Sponsors:

Cotter

Attachments:

[Vicinity Map](#)

[Location Map](#)

[Resolution](#)

[Exhibit A](#)

2p. [17-0554](#)

Presentation, possible action, and discussion on a lease agreement with CEO Etc. for lease of City Fiber Optic Cable Facilities.

Sponsors:

Provazek

Attachments:

[Dark Fiber Lease Agreement_CEO](#)

2q. [17-0564](#)

Presentation, possible action, and discussion regarding the fiscal year FY17 funding of \$1,493,809 to the Phase II Systems dba Public Agency Retirement Services (PARS) OPEB Trust.

Sponsors:

Leonard

2r. [17-0524](#)

Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto

Property Damage, Cyber Liability and Special Events policies for Fiscal Year 2018. FY18 premiums for all lines of coverage are not to exceed \$500,223.

Sponsors:

Pond

Regular Agenda

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon of the Council meeting day when the presentation is planned. The Mayor will recognize individuals who wish to come forward to speak for or against the item. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. On items related to land use and those that would directly impact the speaker's residence or neighborhood, the speaker is encouraged to identify their College Station neighborhood. Each speaker's remarks are limited to three minutes. A series of timer lights will change from green to yellow and an alarm will sound after two and one-half minutes to signal thirty seconds remaining to conclude the remarks. At three minutes the timer light will change to red and the final alarm will sound. The speaker must then conclude the remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

1. [17-0534](#) Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3809 which will amend the budget for the 2016-2017 Fiscal Year in the amount of \$114,357; and presentation, possible action and discussion on a contingency transfer totaling up to \$400,000.

Sponsors:

Leonard

Attachments:

[FY17 Budget Amendment #3 ordinance](#)

[FY17 BA #3 - revised 9-21-17](#)

2. [17-0543](#) Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2017-2018 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Sponsors:

Leonard

Attachments:

[Appendix A1 - FY18 Budget Adoption Ordinance](#)

[Appendix A2 - FY18 Attachment A IT submission revised 8-24-17](#)

3. [17-0542](#) Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2017-2018 ad valorem tax rate of \$0.497500 per \$100 assessed valuation, the debt service

portion being \$0.220339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.

Sponsors:

Leonard

Attachments:

[FY18 Tax Rate Ordinance](#)

4. [17-0536](#) Presentation, possible action, and discussion regarding an ordinance amending Chapter 40, "Utilities" Articles I and II of the Code of Ordinances of the City of College Station, to establish an Account Creation Fee and to establish the water and sewer rate surcharge for customers in BCMUD-1.

Sponsors:

Coleman

Attachments:

[Amended Ordinance](#)

5. [17-0537](#) Presentation, possible action, and discussion regarding an amendment to the Utility Rates Resolution, to implement a 6% water rate increase, set the amount of the Account Creation Fee, and establish the water and sewer rate surcharge for customers in BCMUD-1.

Sponsors:

Coleman

Attachments:

[Revised Resolution](#)

6. [17-0556](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial, E Estate and NAP Natural Areas Protected on approximately 35 acres of land being situated at the northwest intersection of William D. Fitch Parkway and Rock Prairie Road. Case #REZ2017-000010

Sponsors:

Paz

Attachments:

[Background Information](#)

[SAM & Aerial](#)

[Ordinance](#)

7. [17-0557](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the zoning designation from R Rural to RS Restricted Suburban and NAP Natural Areas Protected for approximately 46 acres located near North Forest Parkway, generally located north of Appomattox Drive and Emerald Forest Subdivision. Case # REZ2016-000020

Sponsors:

Thomas

Attachments: [Background Information](#)

[Aerial and Small Area Map \(SAM\)](#)

[Ordinance](#)

8. [17-0558](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning an existing 10-foot wide Public Utility Easement, which is located on Lots 5 & 6, Block 10 of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas.

Sponsors: Cotter

Attachments: [Vicinity Map](#)

[Vicinity Map](#)

[Exhibit A](#)

[Ordinance](#)

9. [17-0561](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix "A", "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from CI Commercial Industrial to MF Multi-Family and NAP Natural Areas Protected for approximately 6 acres located at 1451 Associates Avenue. Case # REZ2017-000005

Sponsors: Thomas

Attachments: [Background Information](#)

[SAM & Aerial](#)

[Ordinance](#)

10. [17-0562](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 14 acres located at 3387 Barron Cut-Off Road. Case #REZ2017-000021

Sponsors: Lazo

Attachments: [Background Information](#)

[Vicinity SAM & Aerial](#)

[Ordinance](#)

11. [17-0563](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of

Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to E Estate for approximately 5 acres located at 15590 White's Creek Lane. Case #REZ2017-000020

Sponsors:

Lazo

Attachments:

[Background Information](#)

[Vicinity SAM & Aerial](#)

[Ordinance](#)

12. [17-0496](#) Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.

Sponsors:

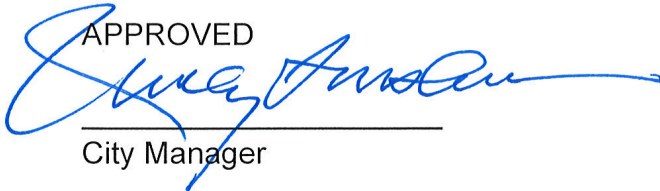
McNutt

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.

13. Adjourn.

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

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on September 21, 2017 at 5:00 p.m.



City Secretary

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

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

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

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

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



Legislation Details (With Text)

File #: 17-0545 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 9/12/2017 **In control:** City Council Regular
On agenda: 9/25/2017 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• September 11, 2017 Workshop
• September 11, 2017 Regular
Sponsors: Tanya McNutt
Indexes:
Code sections:
Attachments: [WKSHP091117 DRAFT Minutes](#)
[RM091117 DRAFT Minutes](#)

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

- September 11, 2017 Workshop
- September 11, 2017 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- September 11, 2017 Workshop
- September 11, 2017 Regular

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

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, City Secretary
Ian Whittenton, Deputy City Secretary

Student Liaison

Jonah Chen, VP Municipal Affairs

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:30 p.m. on Monday, September 11, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, Legal Advice, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:30 p.m. on Monday, September 11, 2017 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - Charlton F. Clayton v. City of College Station; Case: 4:16-CV-03485 in the US District Court for the Southern District of Texas Houston Division.

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

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

- Legal Advice related to the 85th Texas Legislature's passage of H.B. 62 regarding wireless communication devices and the bill's legal effects to College Station Code Sec.38-19 regarding wireless communication devices.
- Legal advice regarding organizational issues concerning the Brazos Valley Convention and Visitors Bureau.
- Legal advice related to the rezoning of property at 100 Fairview in College Station, Texas.

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

- Property located generally west of the intersection at Cain Road and Wellborn Road 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

The Executive Session recessed at 6:21 p.m.

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

No action was required from Executive Session.

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

Items 2l, 2m, 2p and 2q were pulled from Consent for clarification.

(2l): Donald Harmon, Director of Public Works, stated he would bring back to Council the cost of modifying the contract to provide weekly recycling service instead of bi-weekly service.

(2m): David Schmitz, Director of Parks and Recreation, gave clarification regarding the appraisal and market value of the 110.95 acres of land for development as the Westside Community Park. He also clarified on the access point to the park.

(2p): Debbie Eller, Director of Community Services, gave summarized changes to Rental Registration as now being a onetime payment of \$15 to register Single-Family and Duplex Unit Rental Registration, as well as adding Fourplex units to the buildings requiring registration.

(2q): Scott McCollum, Police Chief, gave clarification on the difference between the City's ordinance and the new state law regulating transportation network companies such as Uber.

5. Presentation, possible action, and discussion on the 85th Legislature of the State of Texas passage of H.B. 62 regulating wireless communication devices and College Station Code Chapter 38, Article 1, Sec. 38-19 Use of Wireless Communication Devices.

Scott McCollum, Chief of Police, presented an overview of the legislative changes made from H.B. 62 regulating wireless communication devices. He explained the actions taken during the sessions that have implications on the City's Hands Free ordinance that requires understanding and potential action and outline the following options:

Amend the City Ordinance

- Would prohibit the operator of a motor vehicle from using a WCD to make a phone call without the use of a hands-free device
- Would also prohibit using a WCD for any reason from a bicycle
- Would require maintenance of current posted signs as well as purchase and installation of 18 additional signs

Repeal the City Ordinance

- The City may repeal the current ordinance and rely solely upon State law only
- Would allow motor vehicle operators to use a WCD to make a phone call without hands-free devices since conduct is not prohibited under State law
- Likewise, the use of WCD by bicycle operators for any purpose would be permitted

The current City signs would need to be removed

Council consensus was to go forward with repealing the current ordinance and rely solely upon State law only.

6. Presentation, possible action, and discussion regarding opportunities for new long-term water supplies.

Dave Coleman, Director of Wastewater, provided an overview of College Station's water supply groundwater wells. In the event reserves are drawn down in the future, we could be required to reduce our pumping amounts. A long-term strategy includes alternative water supplies that would replace any required cutbacks. The following options were outlined:

- Aquifer Storage and Recovery (ASR)
- Direct Potable Reuse (DPR)
- Desalination – Brackish Groundwater
- Surface Water – Brazos River Supply

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, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWM, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review

Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

No discussion needed.

9. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 7:28 p.m. on Monday, September 11, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 17, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, City Secretary
Ian Whittenton, Deputy City Secretary

Student Liaison

Jonah Chen, VP Municipal Affairs

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 7:37 p.m. on Monday, September 11, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

MCCI presenting the Laserfiche Excellence Award to the City Secretary's Office.

Mayor Mooney recognized Russell Haddock with MCCI.

Russell Haddock, MCCI presented the Excellence Award to the Ian Whittenton, Deputy City Secretary of City Secretary's Office.

Proclamation declaring September 17th through 23rd as Constitution Week.

Mayor Mooney presented the proclamation and proclaimed September 17-23, 2017 as Constitution Week. Present to accept the proclamation was the La Villita Chapter of the Daughters of the American Revolution.

Proclamation declaring September 16th as Thank a Police Officer Day.

Mayor Mooney presented the proclamation and proclaimed September 16, 2017 as Thank a Police Officer Day. Present to accept the proclamation were members of the College Station Police Department.

Hear Visitors Comments

No discussion needed.

CONSENT AGENDA

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

- **August 24, 2017 Workshop Meeting**
- **August 24, 2017 Regular Meeting**
- **August 30, 2017 Special Meeting**

2b. Presentation, possible action, and discussion on an Interlocal Agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice 2017 Justice Assistance Grant (JAG).

2c. Presentation, possible action, and discussion regarding approval of a construction contract (No.17300495) with Larry Young Paving, Inc. in the amount of \$11,361,015.62 for the construction of the Lakeway Drive Project.

2d. Presentation, possible action, and discussion regarding approval of the construction contract (17300458) with Larry Young Paving in the amount of \$2,877,493.99 for the Royder Road Expansion Phase 1 Project.

2e. Presentation, possible action, and discussion on Ordinance No. 2017-3924 temporarily amending Chapter 38, Section 38-1013, Traffic Schedule XIII "Temporary Speed Limits" of the College Station Code by changing the posted speed limit on Royder Road to 25 mph between the City Limit to 700' north of Backwater Drive for the duration of the Royder Road Expansion Phase 1 project.

2f. Presentation, possible action, and discussion regarding construction contract 17300478 with Brazos Paving, Inc. in the amount of \$315,139.10 for the construction of the culvert and water line replacement at the intersection of Dominik and Stallings Drive.

2g. Presentation, possible action, and discussion to consider awarding contract #17300501 in the amount of \$545,000 to C3 Constructors for the construction of CCWWTP Plants 4 & 5 Blower Improvements.

2h. Presentation, possible action, and discussion on Resolution No. 09-11-17-2h naming the authorized representative on the PARS Public Agencies Post-Retirement Health Care Plan Trust account.

2i. Presentation, possible action, and discussion to approve an agreement for administrative services with Phase II Systems dba Public Agency Retirement Services (PARS) in an amount

of 0.25% of Plan Assets for financial advisory services on an annual basis, estimated to be \$3,250 in this initial year.

2j. Presentation, possible action, and discussion regarding renewing a contract for printing and mailing utility bills, late notices and inserts with Xpedient Mail in the amount of \$230,000.

2k. Presentation, possible action, and discussion for three year Interlocal Agreement with the City of Bryan and Brazos County to provide Emergency Medical Ambulance Service to Brazos County and to receive payments every quarter.

2l. Presentation, possible action, and discussion regarding the final reading for the recycling collection franchise Ordinance No. 2017-3925 and service agreement renewal with Brazos Valley Recycling in the amount not to exceed \$880,000 or the number of customers times the approved agreement rates.

2m. Presentation, possible action, and discussion regarding the acquisition of 110.95 acres of land that will be developed into the Westside Community Park.

2n. Presentation, possible action, and discussion regarding approving the renewal of a contract for Annual Padmount Equipment Repair and Restoration with Utility Restoration Services Inc. in the amount of \$256,384.

2o. Presentation, possible action, and discussion regarding Ordinance No. 2017-3926 amending Chapter 26, "Miscellaneous Provisions and Offenses," Section 26-8, "Noise", 3 "Exemptions" (a) of the Code of Ordinances of the City of College Station, Texas, regarding the working hours for necessary construction.

2p. Presentation, possible action, and discussion regarding Ordinance No. 2017-3927 amending Chapter 103, "Building and Building Regulations," Article V., "Single-Family and Duplex Unit Rental Registration" of the College Station Code.

2q. Presentation, possible action, and discussion on Ordinance No. 2017-3928 repealing Chapter 8 "Business", Article X "Transportation Network Companies" of the College Station Code because the 85th Legislature of the State of Texas passage of H.B. 100 allowing only the state to regulate transportation network companies.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to PDD Planned Development

District for approximately 0.6 acres in the College Park Subdivision generally located at 100 & 200 Fairview.

Rachel Lazo, Planning and Development, stated that this request is to rezone approximately 0.6 acres located at the southwest corner of George Bush Drive and Fairview Avenue from GS General Suburban to PDD Planned Development District, with a base zoning district of GC General Commercial. The Urban land use allows commercial development within redevelopment areas, and the Southside Area Neighborhood Plan further defines the types of developments allowed within this section of Southside. The development is seeking to redevelop two lots along George Bush Drive for the relocation of the existing Aggieland Outfitters at Highland and George Bush. This zoning request is consistent with the current Future Land Use and Character Map. There is a proposed modification to reduce the front building setback to ten (10) feet to allow a larger separation between the proposed retail store and the existing residential properties. A second modification has been proposed to remove drive-thru restaurants as a permitted use. Staff recommends approval.

The Planning and Zoning Commission heard this item at their August 17th meeting and recommend approval 4-0.

At approximately 8:46 p.m., Mayor Mooney opened the Public Hearing.

Jerry Cooper, College Park, stated his concerned with the rezoning and the health and safety of the children in Southside, due to traffic congestion and other safety risks.

Emily Jane Cowan, Southside Neighborhood Advocacy Group, stated the group's disappointment in the decision of the P&Z Commission. They continue to believe that this is the wrong answer for both their neighborhood and the city. She noted they have a signed petition with over 300 signatures, which clearly shows concern by the residents.

Bill Bingham, Southside Neighborhood Advocacy Group, presented information on how the general commercial rezoning is expected to create an increase in tax revenue, or in some cases provide a service the community lacks. He stated in this specific case, neither is true.

Kathy Richers, Southside Neighborhood Advocacy Group, spoke on how the applicant's solution is a U-turn, which most likely will not be allowed by TxDOT. She stated that the proposed stop light is not in the TxDOT plan. The only purpose of the disruption is to serve one retail store.

Debbie Bethancourt, Southside Neighborhood Advocacy Group, stated that the intersection of Fairview and Bush already has a high pedestrian, bicycle, and scooter traffic load and this blends into the vehicular traffic because there are no sidewalks or bike lanes on Fairview. The pedestrian density will increase with the grade separation because students will not be able to cross Bush due to the new barriers.

Hayes Glover, Southside Neighborhood Advocacy Group, stated that the proposed rezoning does more than simply take away our neighborhood entrance forever, it directly impacts the properties immediately adjacent to it. The houses on Fairview will have traffic, noise, accelerating engines, delivery trucks, idling vehicles, unsightly storage containers, restricted views from the owner's fences that are supposed to be a "benefit".

Bob Richers, Southside Neighborhood Advocacy Group, stated that if anyone had suggested the redevelopment should wrap around a house and extend down Fairview between houses the proposal would have been rejected by City Council out of hand and yet we are considering it as a reasonable thing to do.

Hugh Stearns, Southside Neighborhood Advocacy Group, stated that P&Z understood that this was supposed to be a “neighborhood commercial” business. We need to effectively make the case that this is General Commercial and that the definition of either General or Suburban has nothing to do with size. It’s about who it serves.

Scott Shafer, Southside Neighborhood Advocacy Group, stated that the P&Z has strong opinions about property rights, and we actually all agree on the principle, but we also believe in the rule of law. The owner in this situation has purchased residential properties and the city must decide if it wants to grant them the right to a different use, and a very large immediate gain in value.

Whitney Wolfe, College Station, spoke for the applicant and his personal character. She stated that the owner is a planner, will be an excellent neighborhood, and good Stewart to Southside.

Nancy Berry, Chimney Hill, spoke in support of Aggieland Outfitters and the rezoning.

Don Jones, Pebble Creek, spoke in support of the rezoning due to the location of this property and what he feels is an appropriate use.

Nan Krause, College Station, stated that businesses should not be located in a neighborhood.

Scott Scherr, Applicant Representative, spoke on the deed restrictions and how they are enforceable. He stated he is a resident of Southside but in support of the rezoning.

Chuck Ellison, Southwood Neighborhood, stated he is here representing the applicant, and hear to answer any questions on deed restrictions.

There being no comments, the Public Hearing was closed at 9:26 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted four (4) for and three (3) opposed, with Mayor Mooney and Councilmembers Brick, and Harvell, voting against, to adopt Ordinance 2017-3929, amending Appendix A, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to PDD Planned Development District for approximately 0.6 acres in the College Park Subdivision generally located at 100 & 200 Fairview. The motion carried.

Mayor Mooney recessed the meeting at 10:24 p.m.

The meeting reconvened at 10:34 p.m.

2. Public Hearing, presentation, possible action, and discussion on the City of College Station FY2017-2018 Proposed Budget.

Mary Ellen Leonard, Finance Director, presented the Operations and Maintenance that are proposed at \$244,556,833 and the Capital portion is proposed at \$120,957,260 for a total proposed budget of \$365,514,093. The FY2017-2018 Budget is scheduled to be adopted in Council Chambers on Monday, September 25, at 7:00 p.m.

At approximately 7:51 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:51 p.m.

3. Public Hearing, presentation, possible action and discussion on the City of College Station 2017 advertised ad valorem tax rate of \$0.4975 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Mary Ellen Leonard, Finance Director, presented the second of the public hearings on the tax rate. The proposed tax rate of 49.75 cents per \$100 assessed valuation will generate \$43,310,628 in taxes.

The certified property valuation totaled \$8,901,678,045 billion, which is a total increase of \$911,210,782 or approximately an 11.41% increase in value over last year. The effective tax rate is 44.4262 cents per \$100 assessed valuation. The current tax rate is 47.25 cents per \$100 assessed valuation, and the proposed tax rate is 49.75 cents per \$100 assessed valuation. If adopted, the proposed tax rate per \$100 of assessed valuation would be 49.75 cents and would provide 22.0339 cents for debt service and 27.7151 cents for operations and maintenance. This tax rate meets the Debt Service requirements, and funds the proposed General Fund budget.

At approximately 7:55 p.m., Mayor Mooney opened the Public Hearing.

Richard Dusold, College Station, spoke in opposition of the increase of the tax rate.

There being no comments, the Public Hearing was closed at 7:58 p.m.

Mayor Mooney announced the vote on the tax rate will take place in Council Chambers on Monday, September 25, at 7:00 p.m.

4. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance", Article 8, "Subdivision Regulations", Section 8.3.I.2, "Utility Easements", of the Code of Ordinances of the City of College Station, Texas, regarding the location of utility easements.

Lance Simms, Director of Planning and Development, stated that the proposed UDO amendment is included in the 2017 Planning & Zoning Commission's Plan or Works. This will provide the City Engineer with flexibility regarding the location and width of utility easements, thereby reducing costs for the developer, staff time processing waiver requests, and the number of waiver requests that must be considered by the Planning & Zoning Commission.

The Planning & Zoning Commission heard this request at their August 17, 2017 meeting and voted to recommend approval 5-0.

At approximately 10:37 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:37 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3930, amending Appendix A, “Unified Development Ordinance”, Article 8, “Subdivision Regulations”, Section 8.3.I.2, “Utility Easements”, of the Code of Ordinances of the City of College Station, Texas, regarding the location of utility easements. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding an ordinance amendment to Appendix A, “Unified Development Ordinance”, Section 6.3, “Types of Uses” of the Code of Ordinances of the City of College Station, Texas to permit the use of health clubs in the Commercial Industrial zoning district.

Justin Golbabai, Planning and Development, stated that this amendment to the Unified Development Ordinance permits the uses of “Health Club/Sports Facility, Indoor”, and “Health Club/Sports Facility, Outdoor” in the Commercial Industrial zoning district. The intention of this amendment is to allow gyms and exercise facilities to utilize buildings with a more warehouse or industrial character.

The Planning & Zoning Commission considered this item at their August 17, 2017 meeting and voted of 5-0 to recommend approval. Staff also recommends approval.

At approximately 10:39 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:39 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3931, amending Appendix A, “Unified Development Ordinance”, Section 6.3, “Types of Uses” of the Code of Ordinances of the City of College Station, Texas to permit the use of health clubs in the Commercial Industrial zoning district. The motion carried unanimously.

6. 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.

No future items to discuss.

7. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 10:40 p.m. on Monday, September 11, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary



Legislation Details (With Text)

File #:	17-0463	Version:	2	Name:	Article III, RVP Bylaws
Type:	Report	Status:		Status:	Consent Agenda
File created:	8/16/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of modifications to Article III of the Bylaws of the Research Valley Partnership, Inc. (RVP).

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Research Valley Partnership recommends approval of the bylaw changes to Article III.

Summary: The RVP established a subcommittee to modify the current bylaws to more closely reflect the funding levels for the corporation. Directors may be appointed to the Board by those organizations, governments, educational institutions or business entities wishing to participate in the mission of the Corporation and which fit into one of three categories. There is also a provision that allows Texas A&M University to join the RVP as a full funding partner. Currently, full funding partners including the cities of Bryan, College Station and Brazos County invest approximately \$350,000 each per year.

The RVP voted to amend its bylaws on June 21, 2017. According to the bylaws, the City of College Station, City of Bryan, and Brazos County (and any other Oversight Entity) must approve any changes to Article III of the bylaws (concerning the appointment and qualifications of directors) in order for the changes to that Article to be effective.

RVP Managing Director Sylvia McMullen presented the bylaw changes at the August 10, 2017 City Council meeting. The Council requested that Mrs. McMullen clarify language pertaining to Category I constituents. This category includes the major funding partners - City of College Station, City of Bryan, Brazos County and the Texas A&M University System. It requires a minimum contribution of \$350,000 annually to fund the RVP. The RVP will consider revised language at their Board meeting

on September 20, 2017. Revised bylaws will be available at the City Council Meeting on Monday, September 25, 2017.

Budget & Financial Summary: College Station's annual contribution of \$350,000 will remain the same for 2017-2018 budget year. The current funding level of \$350,000 will be required annually for all Category I Constituents. These Constituents include the cities of Bryan, College Station and Brazos County as well as Texas A&M University should they choose to become a full funding partner. Failure of a Category I Constituent to contribute at the \$350,000 level presently shall result in the loss of the right to appoint Board members to the Corporation's board.

Attachments:

Revised Article III will be available at the Meeting



Legislation Details (With Text)

File #:	17-0511	Version:	1	Name:	FY18 Exemptions
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	8/30/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action and discussion to authorize expenditure of funds for FY 2018 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	2018 Exemptions List				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion to authorize expenditure of funds for FY 2018 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$100,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

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

Recommendation(s): Staff recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the fiscal year 2017-2018 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. List of FY18 Annual Exemptions

2018 Annual Exemptions

	FY 2017 Approved	FY 2018 Request
LGC 252.022 (a)(7) - A procurement of items that are available from only one source		
Blinn College <i>Total estimated annual expenditure for Police Recruit Training. (\$4,725.00 per recruit)</i>	N/A	\$142,000.00
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
Tyler Technologies (MUNIS Product Maintenance and Services) <i>MUNIS is the City's Enterprise Resource Planning (ERP) system. The increase in price for FY18 is due to new modules purchased that were not covered under the previous years' maintenance agreement amount. The contract also allows for an annual increase in maintenance fees.</i>	\$206,444.00	\$238,404.00
TriTech (Inform Product Maintenance) <i>Annual maintenance fees for the Computer Aided Dispatch and automated Records Management System (CAD/RMS) used by Police and Fire Dispatch.</i>	N/A	\$221,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (utilities for wells and pump station)	\$1,000,000.00	\$1,000,000.00
Frontier (Local/Long Distance Phone Service) <i>During FY17, local phone services was provided by Verizon at \$115,095.00 annually and Frontier provided long distance service at \$27,031.00 annually for a total of \$142,126.00. For FY18, both local and long distance services are being provided by Frontier at an annual estimated cost of \$140,000.00.</i>	\$115,095.00	\$140,000.00
Entergy (Well 8 electrical power)	\$150,000.00	\$150,000.00
Expenditures pursuant to established interlocal agreements (ILA's) with various agencies		
ILA with BVSWMMA <i>This expense is for landfill disposal fees.</i>	\$1,650,000.00	\$1,650,000.00
ILA with Brazos County Appraisal District <i>This is the City's portion of the funding of the Brazos Central Appraisal District. FY18's Increase is related to health insurance, salaries, equipment replacement and anticipated additional legal expenses.</i>	\$288,661.00	\$341,427.00
ILA with City of Bryan (library services) <i>Interlocal agreement with the City of Bryan for the management of the Larry J. Ringer Library. The library is owned by the COCS but is managed (O&M) by the City of Bryan. Includes ~3% increase related to employee salaries and benefits.</i>	\$1,185,030.00	\$1,207,772.00
ILA with National Intergovernmental Purchasing Alliance (NIPA) for Office Depot (office supplies and equipment) <i>All products and services available through NIPA cooperative contracts have been competitively solicited and publicly awarded utilizing industry best practices, processes and procedures. Office Depot has a local store and two-day delivery for orders placed online. NIPA's contract pricing was compared with pricing of two other office supply vendors and it was determined that utilizing the Office Depot contract offers the overall best value to the City.</i>	\$130,000.00	\$120,000.00
Brazos County Health Department <i>This expense is for the City's portion of the funding of the Brazos County Health Department. The increase for FY18 is related to operational expenses and personnel.</i>	\$326,500.00	\$359,150.00
Preferred Access Funding Agreement with BV Convention and Visitors Bureau <i>In FY13, the COCS entered into an agreement with the B/CS CVB and TAMU. As part of the effort to pay for the renovation of Kyle Field, TAMU, the COCS, the B/CS CVB and Brazos County worked to secure local funding through the Hotel Occupancy Tax for the project. A 0.75% Countywide Hotel Occupancy Tax was approved by the State Legislature and was signed by the Governor for the project. Also, a portion of the current COCS HOT tax from visitors who stay at CS hotels is being utilized through a Facilities Access Agreement that provides access to certain facilities at TAMU at preferred rates for events that will bring more visitors and tourists to the community. This exemption item is for the annual payment that is made as a result of this agreement. It has not been on the prior years' exemption lists but is being added this year to aid in ease of administration.</i>	N/A	\$700,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW) <i>Oversees all permitting, planning and monitoring of the state's water resources. These are mandated fees and the amounts requested each fiscal year are best estimates.</i>	\$160,000.00	\$175,000.00
BV Groundwater Conservation District - Assessment fees <i>These are mandated fees that are based on the amount of groundwater the City pumps. There is no rate increase; however, more pumping is anticipated due to increased population.</i>	\$200,000.00	\$210,000.00



Legislation Details (With Text)

File #:	17-0516	Version:	1	Name:	Type D HMAC Installation Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the renewal of an annual contract 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation Bid 15-066 Signed Annual Install of Type D Hot Mix				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of an annual contract 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the second renewal of contract 15300345 to Brazos Paving, Inc.

Summary: Four (4) sealed competitive bids were received and opened on August 4, 2015 in response to Bid 15-066. Brazos Paving, Inc. was the lowest responsible bidder. Brazos Paving, Inc. bid 35,000 tons of Type D Hot Mix Asphalt installed at \$84.30/ton and Emulsion installed for \$3.80/gallon. The vendor requested a price increase for the first renewal in 2016 of 1.36% from \$84.30/ton to \$85.45/ton for Type D Hot Mix Asphalt installed. A price increase was not requested for renewal 2. Pricing will remain the same from renewal 1. The total contract award for Type D Hot Mix Asphalt is \$2,990,750.00 and the Emulsion is \$22,800.00 for a total not to exceed amount of \$3,013,550.00 for materials to be installed on City streets as needed. This is the second of two (2) possible one (1) year renewals.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Copy of Tabulation #15-066

2. Signed renewal letter



City of College Station - Purchasing Division
 Bid Tabulation for #15-066
 "Annual Installation of Type D Hot Mix and Emulsion"
 Open Date: Monday, August 10, 2105 @ 2:00 p.m.

				Brazos Paving, Inc.		Larry Young Paving		Texcon General Contractors		Knife River South	
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	35,000	Ton	Asphalt Concrete, Hot Mix, Type D, Installed , 1 1/2 inch thick (including tack coat) in accordance with Section 32 12 16 of the "Bryan/College Station Unified Design Specifications"	\$84.30	\$2,950,500.00	\$88.65	\$3,102,750.00	\$110.00	\$3,850,000.00	\$136.75	\$4,786,250.00
2	6,000	Gallon	Emulsion, (MC-30) Installed	\$3.80	\$22,800.00	\$3.75	\$22,500.00	\$5.50	\$33,000.00	\$6.00	\$36,000.00
Grand Total				\$2,973,300.00		\$3,125,250.00		\$3,883,000.00		\$4,822,250.00	
AS NEEDED SERVICES											
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price		Unit Price		Unit Price		Unit Price	
3	As Needed	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will retain asphalt millings.	\$1.80		\$0.95		\$6.00		\$20.00	
4	As Needed	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 2613 Texas Ave.	\$2.25		\$2.00		\$11.50		\$19.25	
5	As Needed	Ton	Repair any base failure that occurs before or during paving operation. Unit price should include labor and materials.	\$53.50		\$125.00		\$150.00		\$275.00	
6	As Needed	Ton	Delivery of HMAc to site for installation by City Crews.	\$6.80		\$12.00		\$99.00		\$100.00	
Bid Certification				Y		Y		Y		Y	
Bid Bond				Y		Y		Y		Y	
Addendums Acknowledged				Y		Y		Y		Y	



August 9, 2017

ATTN:
Martin Jackson
Brazos Paving, Inc.
P.O. Box 714
Bryan, TX 77806

RE: Renewal 2 – Bid 15-066, Contract 15300345
Annual Purchase and Installation of Type “D” Hot Mix and Emulsion

Dear Mr. Jackson,

The City of College Station appreciates the services provided by Brazos Paving, Inc. this past year. We would like to exercise our option to renew the above referenced contract for the term of September 21, 2017 through September 20, 2018.

If this meets with your company’s approval, please complete the following renewal agreement and return it no later than Friday, August 18, 2017 via e-mail to hpavelka@cstx.gov. ***Please follow up by mailing an original signed copies to my attention at the following address:***

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

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Renewal 2 – Bid 15-066, Contract 15300345, Annual Purchase and Installation of Type “D” Hot Mix and Emulsion, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Three Million Thirteen Thousand Five Hundred Fifty and No/100 Dollars (\$3,013,550.00). Line item pricing is attached on the following page.

I understand this renewal term will be for the period beginning September 21, 2017 through September 20, 2018. This is the second of two possible renewals.

BRAZOS PAVING, INC.

By: 

Printed Name: MARTIN JACKSON

Title: President

Date: 8/10/2017

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____



Legislation Details (With Text)

File #:	17-0517	Version:	1	Name:	Annual Janitorial Services Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the first renewal of contract 15300353 with Andrews Building Service, Inc. for annual janitorial services for city facilities and the Northgate District in the amount of \$256,078.42.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Contract 15300353 Signed Janitorial Services				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the first renewal of contract 15300353 with Andrews Building Service, Inc. for annual janitorial services for city facilities and the Northgate District in the amount of \$256,078.42.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In August of 2015, RFP 15-048 received nine (9) sealed proposals. These were evaluated by staff and Andrews Building Service, Inc. was deemed to be able to provide the best value for the City. Contract 15300353 was originally awarded by Council on September 21, 2015 as a two year term with three possible one year renewals. One change order has been made to the original agreement to increase the services provided at Northgate for special events, and the addition of the lease space at 511 University Dr. This is the first annual renewal, and the vendor is not requesting a service price increase.

This contract provides for daily cleaning tasks for general building and office cleaning; restroom, locker rooms, showers and jail areas; and break rooms and lounges. Weekly, monthly, quarterly and semi-annual cleaning tasks are also included for deep cleaning carpets and sanitizing tile floors. In addition, this contract will provide service to the Northgate District, pedestrian mall and surface parking lot for daily trash pickup, bag and disposal. Services in this area include the washing of receptacles, tree wells, and benches. The cleaning of the Northgate Public Restroom Facilities will also occur for daily activities and special events.

Budget & Financial Summary: Funds are budgeted and available in the Facilities Maintenance and Northgate Fund operating budget.

Attachments:

1. Contract on file in the City Secretary's Office
2. Renewal Letter



August 14, 2017

ATTN:
Peter Kim
Andrews Building Service, Inc.
11503 Reeder Road
Dallas, TX 75229

RE: Renewal 1 – RFP 15-048, Contract 15300353
Annual Janitorial Services for City Facilities and Northgate District

Dear Mr. Kim,

The City of College Station appreciates the services provided by Andrew's Building Service, Inc. this past contract term. We would like to exercise our option to renew the above referenced contract for the term of October 1, 2017 through September 30, 2018.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, August 25, 2017 via e-mail to hpavelka@cstx.gov. ***Please follow up by mailing three (3) original signed copies to my attention at the following address:***

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

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP 15-048, Contract 15300353, Annual Janitorial Services for City Facilities and Northgate District, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Two Hundred Fifty Six Thousand Seventy Eight and 42/100 Dollars (\$256,078.42).

Pricing for each location is specified on the following page.

I understand this renewal term will be for the period beginning October 1, 2017 through September 30, 2018. This is the first of three possible renewals.

ANDREWS BUILDING SERVICE, INC.

By: [Signature]
Printed Name: Robert Kins
Title: President
Date: 8/14/2017

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



RFP 15-048
Contract 15300353, Renewal 1
Annual Janitorial Services for City Facilities and Northgate District

Location	Renewal 1 (1 year term)
City Hall	\$27,950.00
Facilities and Human Resources	\$8,570.00
Central Park Office	\$4,940.00
Public Works	\$8,527.50
College Station Utilities	\$18,660.00
Meeting and Training Facility	\$7,324.00
Utility Customer Service and IT	\$15,251.00
Municipal Court Building	\$23,958.00
Arts Council	\$4,539.00
Utility Dispatch	\$1,987.50
Police Department and Jail	\$26,865.00
Community Center	\$5,666.00
Carter Creek Waste Water	\$8,134.00
Carter Creek Waste Water Lab	\$2,402.50
Lick Creek Waste Water	\$757.52
Dowling Water Production	\$1,440.00
Lincoln Center	\$16,217.50
Northgate	\$65,346.40
Lease Space at 511 University Dr.	\$7,542.50
ANNUAL TOTAL	256,078.42

Legislation Details (With Text)

File #:	17-0518	Version:	1	Name:	Royder Road Widening Phase I / CSISD ILA
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an Interlocal Agreement between City of College Station and College Station Independent School District for the cost participation by College Station Independent School District in the City's Royder Road Widening Phase I Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Royder Road Phase I Project Map CSISD ILA Wellborn Middle School-9-1-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Interlocal Agreement between City of College Station and College Station Independent School District for the cost participation by College Station Independent School District in the City's Royder Road Widening Phase I Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

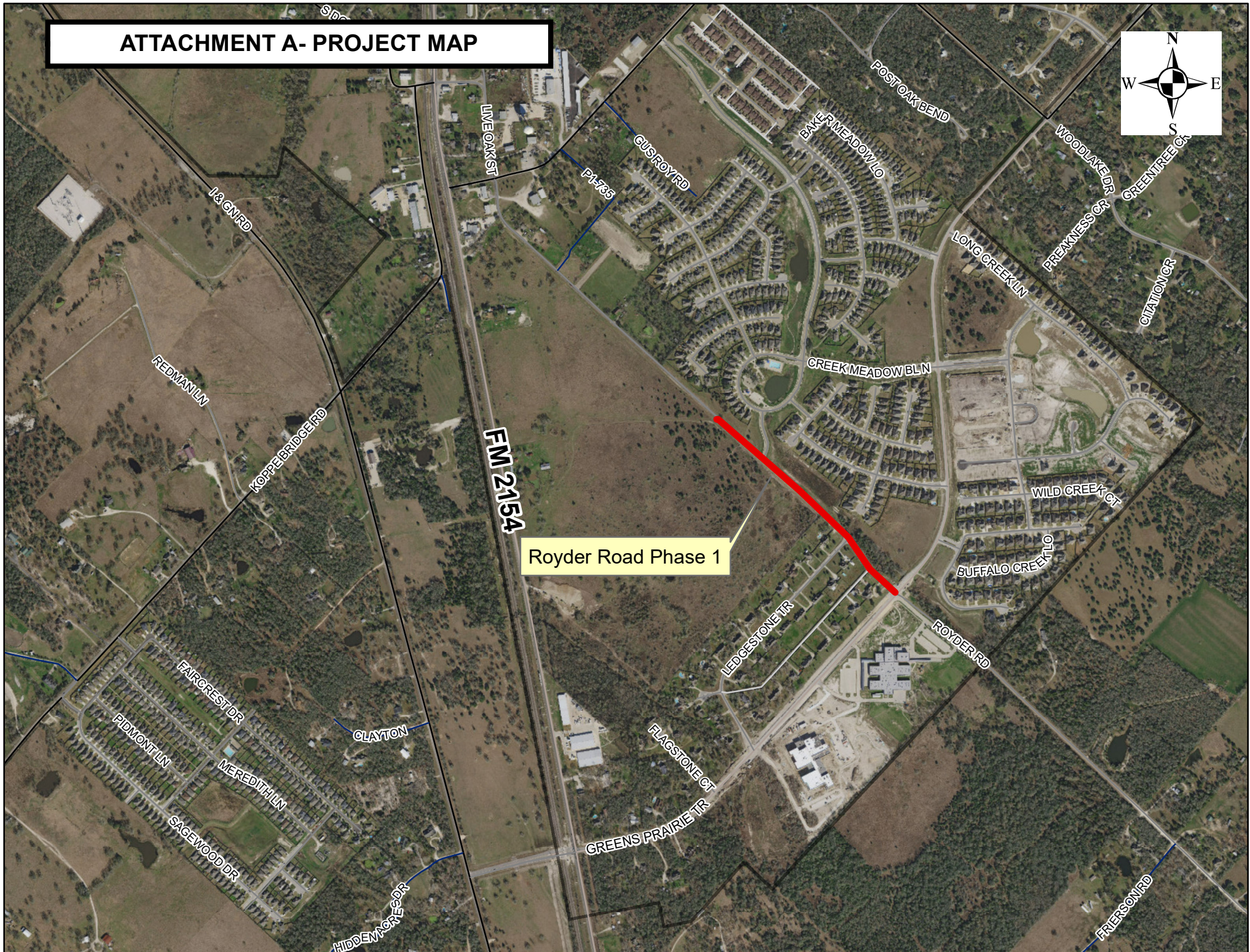
Summary: The project includes changing the existing 2-lane asphalt roadway section into a 3-lane concrete roadway from the city limit through the Backwater intersection. Due to the traffic impact of the proposed Wellborn Middle School, the need for a traffic signal at Greens Prairie Trail & Royder, a right-turn deceleration lane into the school, and the associated utility relocations were added to the City's roadway project. CSISD will be cost participating in the City's project for the cost of these improvements.

Budget & Financial Summary: A total project budget of \$4,930,000 is included for this project in the Streets Capital Improvement Projects Fund. CSISD will be reimbursing the City for actual costs of the deceleration lane, traffic signal improvements, and necessary utility relocations up to \$450,000.

Attachments:

1. Agreement
2. Project Map

ATTACHMENT A- PROJECT MAP



RESOLUTION

- A. WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local government entities to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and
- B. WHEREAS, College Station Independent School District ("CSISD"), and the City of College Station ("City") are local government entities, each acting by and through their duly authorized agents (collectively, the "Parties"); and
- C. WHEREAS, CSISD, pursuant to the authority granted under Chapter 791 of the Texas Government Code, desires to enter the Interlocal Agreement attached hereto as Exhibit A ("ILA"), for the purpose of participating with the City in certain infrastructure development associated with the development of Wellborn Middle School; and
- D. WHEREAS, CSISD agrees that the ILA will mutually benefit each Party and will further each Party's governmental purpose; and
- E. WHEREAS, the Board desires to authorize the execution of the ILA by CSISD, and to authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

NOW, THEREFORE, on motion made and seconded, it is hereby resolved that:

- 1. The terms and conditions of the ILA, and any other documents necessary to effectuate the ILA, are found to be acceptable and in the best interest of CSISD and its citizens, and are hereby in all things approved.
- 2. The Board further resolves that the ILA as approved by this resolution is in conformity with the Texas Government Code.
- 3. The Board further authorizes the Board President to execute the ILA on behalf of CSISD, and further authorized the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.



Valerie Jochen, President, Board of Trustees of the
College Station Independent School District

Date: 7/18/17

EXHIBIT A

Interlocal Agreement with the City of College Station, Texas
concerning Wellborn Middle School

[attached]

INTERLOCAL AGREEMENT
Between the
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT and the CITY OF
COLLEGE STATION

This Agreement is entered into this _____ day of _____, 2017, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and the **College Station Independent School District**, a Texas political subdivision (hereinafter "DISTRICT").

WHEREAS, DISTRICT is developing property within the City of College Station, more particularly described as Wellborn Middle School in College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit A** ; and

WHEREAS, DISTRICT is required and/or desires to construct certain public infrastructure, such as roadways, sidewalks, drainage facilities, deceleration lanes, etc. related to DISTRICT'S proposed development of the Property as a middle school; and

WHEREAS, CITY is willing and desirous to participate in the construction of certain infrastructure affecting DISTRICT'S development including those public improvements desired or required by DISTRICT to develop its Property; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the CITY and the DISTRICT to enter into this Agreement; and

WHEREAS, because of all of the above and in order to comply with CITY's overall development requirements in an efficient and cooperative manner, both DISTRICT and CITY agree that it is in the best interests of the public for CITY to construct certain identified public infrastructure and to have the DISTRICT participate in said improvements monetarily in a manner as set forth herein; and

WHEREAS, the CITY has reviewed the data, reports and analysis, including that provided by DISTRICT'S engineers, and determined that such public improvements qualify for joint CITY-DISTRICT participation; and

WHEREAS, both parties agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with section 212.071 et seq, and Chapter 252 of the Texas Local Government Code as well as other applicable law; now therefore

For and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I.

DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project, and have been submitted to, reviewed and approved by the District relating to the Project.

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 DISTRICT means the **College Station Independent School District**, a Texas political subdivision whose principal office is located at 1812 Welsh, College Station, Texas 77840.

1.4 Effective Date. The date on which this Agreement is approved by the last party shall be the date this Agreement goes into effect.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved as required, all Letters of Completion and other CITY documentation have been issued for the Project, all reports have been submitted and all reporting requirements have been met.

1.6 Property means that one certain tract of land generally located west of Royder Road and northwest of the intersection of Greens Prairie Trail and Royder Road and as further described in **Exhibit A** attached hereto and incorporated herein and made a part hereof.

1.7 Project means the construction of a portion of Royder Road and related improvements, including but not limited to; pavement, pavement markings, signage, signalization, drainage structures, sidewalks, and lighting along Royder Road as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II.

DISTRICT COST PARTICIPATION

2.1 Agree to Participate. The CITY has budgeted Four Million Nine Hundred Thirty Thousand Dollars (\$4,930,000.00) for the Project in order to address traffic congestion and improve mobility in the area. The CITY will design and construct the project. The DISTRICT agrees to participate financially in the Project for the actual cost of the items detailed as the responsibility of the DISTRICT in **Exhibit C** up to the maximum amount of Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00) as set forth herein. In compliance with Section 791.011(d)(3) of the Texas Government Code, the District's payments hereunder shall be made from current revenues available to the District.

2.2 Public Bidding. The Project must be competitively bid pursuant to Chapter 252 Texas Local Government Code, as amended and other applicable law.

2.3 Cost of Project. The CITY'S engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C**.

2.4 Application for Payment. The CITY will make application to the DISTRICT for payment to the CITY at the following Project milestones:

- (1) Upon award of the construction contract for the Project, the CITY will request one-half of the total payment from the DISTRICT for the actual cost of the items detailed as the responsibility of the DISTRICT as set forth in **Exhibit C**.
- (2) Upon Final Completion of the construction contract for the Project, the CITY will request one-half of the total payment from the DISTRICT for the actual cost of the items detailed as the responsibility of the DISTRICT as set forth in **Exhibit C**.

2.5 Time of Payment. Upon completion of each milestone recited above, CITY shall send a written invoice to DISTRICT. DISTRICT agrees that it will pay same within 30 days of receipt.

III.

GOVERNMENTAL IMMUNITY AND RELEASE

DISTRICT and CITY are both political subdivisions of the state of Texas and enjoy governmental immunity. By entering into this Agreement, neither DISTRICT nor CITY consents to suit, the waiver of their respective governmental immunity or the waiver of limitation as to damages under the Texas Tort Claims Act.

The CITY and DISTRICT each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

IV.

PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. DISTRICT may inspect construction of the Project for compliance with the approved plans during construction. CITY will assign a

construction inspector to the Project who will be responsible for ensuring the work and materials furnished are in compliance with the Approved Plans.

4.2 Requirements of Applicable rules remain. This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V. GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of City. CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as required pursuant to chapter 2253 Texas Government Code.

VI. GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of DISTRICT represents that he or she is authorized to sign on behalf of DISTRICT and agrees to provide proof of such authorization to the CITY upon request.

6.4 Agreement read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.5 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or confirmed by mailing written confirmation at substantially the same time as such electronic or personally delivered to an officer of the receiving party at the following addresses:

DISTRICT:

Superintendent
Dr. Clark Ealy
College Station ISD
1812 Welsh Street
College Station, Texas 77840

CITY:

City Manager
Kelly Templin
City of College Station
P. O. Box 9960
College Station, TX 77842

List of Exhibits:

- A A description of the Property
- B A description of the Project
- C Engineer's estimate of the costs of the Project

DISTRICT:

By: _____
Date: _____

CITY:

By: _____
Mayor
Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

Exhibit A

PARKING CALCULATIONS:

PROPOSED BUILDING = 171,920 S.F.
PARKING SPACES REQUIRED: NOT COVERED IN U.D.O.
PARKING SPACES PROVIDED: 475 REGULAR PARKING SPACES &
17 (ADA) ACCESSIBLE PARKING SPACES

PROPERTY LINE (BOUNDARY)
PROPERTY LINE (OTHERS)
SETBACK
EASEMENT PUE DL
EASEMENT PUE PROP.
FENCE EXISTING
FENCE PROPOSED
WATER LINE
SEWER LINE
STORM DRAIN

STANDARD CONCRETE PAVEMENT DETAIL

LEGEND

PROPERTY LINE (PROPERTY)	_____
PROPERTY LINE (OTHERS)	_____
SEWER	_____
SEWER BACK	_____
SEWER PUE DL	_____
SEWER PUE PROP.	_____
FENCE EXISTING	_____
FENCE PROPOSED	_____
WATER LINE	_____
SEWER LINE	_____
STORM DRAIN	_____

[illegible][illegible]

Exhibit B

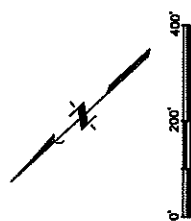
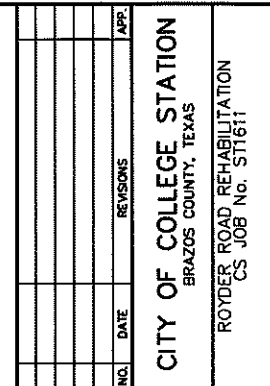


Exhibit C

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
GENERAL							
1	1	-	LS	General Overhead for all Work including Mobilization, Bonds, Insurance, and Related Items	\$ 250,000.00	\$ 250,000.00	\$
2	1	-	LS	Clear, Grub and Dispose of Vegetation/Debris	\$ 10,000.00	\$ 10,000.00	\$
3	3,445	-	LF	SWPPP- Silt Fence	\$ 3.00	\$ 10,335.00	\$
4	88	-	SY	SWPPP-Rock Rip Rap	\$ 60.00	\$ 5,280.00	\$
5	21	-	EA	SWPPP-Inlet Protection	\$ 250.00	\$ 5,250.00	\$
6	8	-	EA	SWPPP-Rock Filter Dam	\$ 2,000.00	\$ 16,000.00	\$
7	4	-	EA	SWPPP-Hay Bale	\$ 250.00	\$ 1,000.00	\$
8	19,795	-	SF	Turf Reinforcement Mat	\$ 2.50	\$ 49,487.50	\$
9	2,180	-	SF	Solid Sod	\$ 1.00	\$ 2,180.00	\$
10	1.33	-	Mo	Hydromulch Seeding all Disturbed Areas	\$ 2,500.00	\$ 3,325.00	\$
11	9	-	Mo	Traffic Control for Street Improvements	\$ 10,000.00	\$ 90,000.00	\$
12	1	-	LS	660 LF of 6' Temporary Construction Fencing	\$ 10,000.00	\$ 10,000.00	\$
13	1	-	LS	Regrade Creek Including Compaction and Moisture Adjustment	\$ 25,000.00	\$ 25,000.00	\$
Subtotal - General Items						\$ 478,000	\$ -
PAVING AND GRADING							
14	30	-	Sta	ROW Preparation	\$ 500.00	\$ 15,178.50	\$ -
15	2,819	-	CY	Roadway Excavation	\$ 10.00	\$ 28,190.00	\$ -
16	4,775	-	CY	Roadway Embankment	\$ 12.00	\$ 57,300.00	\$ -
17	5,772	-	SY	Demo & Remove Existing HMA Pavement & Roadway Section	\$ 4.00	\$ 23,088.00	\$ -
18	373	-	SY	Demo & Remove Existing Reinforced Concrete Pavement and Driveway	\$ 10.00	\$ 3,730.00	\$ -
19	112	-	SY	4" Thick Reinforced Concrete Residential Driveway Repair (#3 bars 12" OCEW)	\$ 45.00	\$ 5,040.00	\$ -
20	55	223	SY	6" Thick Reinforced Concrete Commercial Driveway Repair (#3 bars 12" OCEW)	\$ 50.00	\$ 2,750.00	\$ 11,150.00
21	913	-	SY	HMAC Transition	\$ 40.00	\$ 36,520.00	\$ -
22	16,322	394	SY	Furnish Labor and Equipment Required for 8" Thick Chemically Stabilized Subgrade	\$ 4.50	\$ 73,449.00	\$ 1,773.00
23	159	4	TON	Lime	\$ 195.00	\$ 31,005.00	\$ 780.00
24	207	5	TON	Fly Ash	\$ 100.00	\$ 20,700.00	\$ 500.00
25	14,499	394	SY	9" Thick Reinforced Concrete Pavement (#4 bars at 12" OCEW)	\$ 50.00	\$ 724,950.00	\$ 19,700.00
26	6,264	-	LF	6" Monolithic Concrete Curb (B/CS Detail ST1-02)	\$ 5.00	\$ 31,320.00	\$ -
27	4,253	-	SY	4" Thick Reinforced Concrete Sidewalk (8' & 10' Wide)	\$ 50.00	\$ 212,638.89	\$ -
28	948	-	SY	4" Thick Colored Stamped Concrete Median	\$ 65.00	\$ 61,642.10	\$ -
29	1	-	EA	6' Wide Sidewalk Ambulatory Ramp (B/CS Detail SW3-03)	\$ 1,500.00	\$ 1,500.00	\$ -
30	10	-	EA	8' Wide Sidewalk Ambulatory Ramp (B/CS Detail SW3-03)	\$ 2,000.00	\$ 20,000.00	\$ -

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
31	7	-	EA	10' Wide Sidewalk Ambulatory Ramp (B/CS Detail SW3-03)	\$ 2,500.00	\$ 17,500.00	\$ -
32	4	-	EA	Reinforced Concrete Median Nose	\$ 2,000.00	\$ 8,000.00	\$ -
33	30	-	LF	Pedestrian Guardrail (Powder Coated Black)	\$ 40.00	\$ 1,200.00	\$ -
34	1,292	-	LF	Barbed Wire Fence	\$ 10.00	\$ 12,920.00	\$ -
35	20	-	SY	Concrete Rip Rap(B/CS Detail D2-01)	\$ 60.00	\$ 1,200.00	\$ -
Subtotal - Paving and Grading Items						\$ 1,390,000.00	\$ 34,000.00
STORM SEWER IMPROVEMENTS							
36	1	-	LS	Demo and Remove Existing CMP, RCP, and CPP Culverts Including SETs	\$ 1,000.00	\$ 1,000.00	\$
37	3	-	EA	4:1 18" SET	\$ 1,500.00	\$ 4,500.00	\$
38	3	-	EA	10' Recessed Curb Inlet (B/CS Detail D1-00)	\$ 5,000.00	\$ 15,000.00	\$
39	1	-	EA	20' Recessed Curb Inlet (B/CS Detail D1-00)	\$ 7,500.00	\$ 7,500.00	\$
40	10	-	EA	10' Recessed Curb Inlet [5'Box with 5' Extension] (B/CS Detail D1-00)	\$ 5,000.00	\$ 50,000.00	\$
41	3	-	EA	15' Recessed Curb Inlet [10'Box with 5' Extension] (B/CS Detail D1-00)	\$ 7,500.00	\$ 22,500.00	\$
42	2	-	EA	20' Recessed Curb Inlet [15'Box with 5' Extension] (B/CS Detail D1-00)	\$ 10,000.00	\$ 20,000.00	\$
43	3	-	Ea	3' Type E Area Inlet	\$ 3,500.00	\$ 10,500.00	\$
44	1	-	EA	4' Junction Box (B/CS Detail D1-02)	\$ 4,500.00	\$ 4,500.00	\$
45	1	-	EA	5' Junction Box (B/CS Detail D1-02)	\$ 5,000.00	\$ 5,000.00	\$
46	2	-	EA	7' Junction Box (B/CS Detail D1-02)	\$ 5,500.00	\$ 11,000.00	\$
47	425	-	LF	5'x3' ASTM C-1577 Pre-Cast Concrete Gasketed (ASTM 1677) Box Culvert with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 400.00	\$ 170,000.00	\$
48	100	-	LF	4'x3' ASTM C-1577 Pre-Cast Concrete Gasketed (ASTM 1677) Box Culvert with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 350.00	\$ 35,000.00	\$
49	280	-	LF	4'x2' ASTM C-1577 Pre-Cast Concrete Gasketed (ASTM 1677) Box Culvert with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 350.00	\$ 98,000.00	\$
50	655	-	LF	42" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 175.00	\$ 114,625.00	\$
51	390	-	LF	36" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 165.00	\$ 64,350.00	\$
52	204	-	LF	30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 125.00	\$ 25,500.00	\$
53	190	-	LF	24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 95.00	\$ 18,050.00	\$
54	664	-	LF	18" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$ 70.00	\$ 46,480.00	\$
55	79	-	LF	18" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching	\$ 68.00	\$ 5,372.00	\$
56	1	-	LS	12" Brick Plug with Mortar	\$ 1,000.00	\$ 1,000.00	\$

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
57	1	-	EA	5'x3' Concrete Headwall & End Wall with Wings	\$ 15,000.00	\$ 15,000.00	\$
58	1	-	EA	TxDOT 45° -18" Headwall with Wings	\$ 5,000.00	\$ 5,000.00	\$
59	2,987	-	LF	Trench Safety System for Storm Sewer Improvements	\$ 5.00	\$ 14,935.00	\$
60	2,987	-	LF	TV Inspection of Storm Sewer System (All Sizes)	\$ 4.00	\$ 11,948.00	\$
Subtotal - Storm Sewer Items						\$ 777,000	\$ -
SANITARY SEWER IMPROVEMENTS							
61	9	-	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ 300	\$ 2,700	\$
62	60	-	LF	8" ASTM D3034 SDR 26 PVC Sanitary Sewer Line	\$ 50	\$ 3,000	\$
63	2	-	EA	8" Ductile Iron Plug	\$ 200	\$ 400	\$
Subtotal - Sanitary Sewer Items						\$ 6,100	\$ -
WATER LINE IMPROVEMENTS							
64	-	560	LF	4" Water Line: AWWA C-900 DR 14 PVC with Bank Sand Embedment, Non-Structural Backfill, Tracer Wire, and Detector Tape, By Open Cut	\$ 28.00	\$ -	\$ 15,680
65	-	40	LF	10" x 3/8" Steel Casing with 4" Certa-Lok C-900 DR 14 Restrained Joint PVC Water Line with Casing Spacers & End Seals, By Open Cut	\$ 150.00	\$ -	\$ 6,000
66	-	35	LF	4" Water Line: Certa-Lok C-900 DR 14 PVC with Restrained Joints, By Bore	\$ 65.00	\$ -	\$ 2,275
67	-	1	EA	8" Wet Connection	\$ 2,000.00	\$ -	\$ 2,000
68	-	2	EA	4" Wet Connection	\$ 1,500.00	\$ -	\$ 3,000
69	-	1	EA	8" MJ Gate Valve and Box	\$ 2,000.00	\$ -	\$ 2,000
70	-	4	EA	4" MJ Gate Valve and Box	\$ 1,000.00	\$ -	\$ 4,000
71	-	1	EA	4"x4" DI MJ Tee	\$ 250.00	\$ -	\$ 250
72	-	1	EA	8"x6" DI MJ Tee	\$ 500.00	\$ -	\$ 500
73	-	1	EA	8"x4" DI MJ Reducer	\$ 300.00	\$ -	\$ 300
74	-	4	EA	4" DI MJ Bend	\$ 300.00	\$ -	\$ 1,200
75	-	1	EA	Fire Hydrant Assembly	\$ 3,500.00	\$ -	\$ 3,500
76	-	600	LF	Trench Safety System for Water Line Improvements	\$ 1.00	\$ -	\$ 600
77	-	620	LF	Grout Fill Existing 4" Water Line and Abandon in Place	\$ 2.00	\$ -	\$ 1,240
Subtotal - Water Line Items						\$ -	\$ 43,000

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
STRIPING AND SIGNAGE IMPROVEMENTS							
78	9	-	EA	Left Turn Lane Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 250.00	\$ 2,250.00	\$
79	4	-	EA	Through Lane Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 300.00	\$ 1,200.00	\$
80	4	-	EA	Right and Through Lane Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 250.00	\$ 1,000.00	\$
81	4	-	EA	Right Lane Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 250.00	\$ 1,000.00	\$
82	11	-	EA	ONLY Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 300.00	\$ 3,300.00	\$
83	15	-	EA	Bike Symbol Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 200.00	\$ 3,000.00	\$
84	15	-	EA	Bike Arrow Pavement Markings Arrows (Type I Thermoplastic w/ Type I Glass Beads)	\$ 200.00	\$ 3,000.00	\$
85	1	-	EA	Shared Bike Pavement Marker with Arrow (Type I Thermoplastic w/ Type I Glass Beads)	\$ 400.00	\$ 400.00	\$
86	5,281	-	LF	6" Wide Solid White Line (Type I Thermoplastic w/Type I Glass Beads) Typical	\$ 1.00	\$ 5,281.00	\$
87	300	-	LF	6" Wide Solid White Line (Type I Thermoplastic w/Type I Glass Beads) w/ Type II C-R RPM (At 20' Spacing), Typical	\$ 1.00	\$ 300.00	\$
88	484	-	LF	6" Wide Dotted White Line (2' Long at 6' Spacing)	\$ 2.00	\$ 968.00	\$
89	390	-	LF	4" Wide Broken White Line (10' Long at 30' Spacing)	\$ 1.50	\$ 585.00	\$
90	1,814	-	LF	4" Wide Solid Yellow Line (Type I Thermoplastic w/Type I Glass Beads) w/ Type II-A-A (At 80' Spacing), Typical	\$ 1.00	\$ 1,814.00	\$
91	456	-	LF	4" Wide Solid Double Yellow Line (Type I Thermoplastic w/Type I Glass Beads) w/ Type II-A-A (At 80' Spacing), Typical	\$ 0.75	\$ 342.00	\$
92	751	-	LF	4" Wide Solid Double Yellow Line (Type I Thermoplastic w/ Type I Glass Beads) Typical	\$ 2.00	\$ 1,502.00	\$
93	1,750	-	LF	4" Wide Broken Yellow Line (10' Long at 30' Spacing)	\$ 2.00	\$ 3,500.00	\$
94	356	-	LF	8" Wide Solid White Line (Type I Thermoplastic w/ Type I Glass Beads) w/ Type I - C RPM (At 20' Spacing), Typical	\$ 3.00	\$ 1,068.00	\$
95	1,295	-	LF	8" Wide Solid White Line For Bike Lane (Type I Thermoplastic w/ Type I Glass Beads) w/ Type II C-R RPM (At 20' Spacing), Typical	\$ 3.50	\$ 4,532.50	\$
96	192	-	LF	24" Wide Solid White Hatch Line (Type I Thermoplastic w/ Type I Glass Beads) w/ Type I-C RPM (At 20' Spacing), Typical	\$ 5.00	\$ 960.00	\$
97	242	-	LF	24" Yellow Solid White Hatch Line (Type I Thermoplastic w/ Type I Glass Beads) w/ Type II-A-A RPM (At 20' Spacing), Typical	\$ 5.00	\$ 1,210.00	\$
98	300	-	LF	24" Wide Solid White Stop Line (Type I Thermoplastic w/ Type I Glass Beads)	\$ 11.00	\$ 3,300.00	\$
99	113	-	LF	Cross Walk Striping (8" Wide w/ 2' Stripes Spaced at 4') (Type I Thermoplastic w/ Type I Glass Beads)	\$ 50.00	\$ 5,650.00	\$
100	1	-	EA	Stop (R1-1) Sign with One Way (R6-1R) Sign and 2 Street Name Signs Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 600.00	\$
101	1	-	EA	Right Turn Arrow (R3-5R) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 600.00	\$
102	1	-	EA	Right Lane Must Turn Right (R3-7R) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 600.00	\$
103	3	-	EA	Warning (W1-8L) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 1,800.00	\$
104	2	-	EA	Keep Right Sign (R4-7) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 1,200.00	\$
105	2	-	EA	Begin Right Turn Lane Yield to Bikes (R4-4) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 1,200.00	\$

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
106	1	-	EA	"Lane Ends Merge Left" (W9-2T) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 600.00	\$
107	4	-	EA	Bike Lane (R3-17) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 2,400.00	\$
108	2	-	EA	Bike Lane Ends (R3-17)(R3-17bP) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 1,200.00	\$
109	4	-	EA	35 MPH Speed Limit (R2-1) and End School Zone (S5-2aTP) Sign Mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 2,400.00	\$
110	2	-	EA	No Right Turn (R3-1) with "School Days" Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 1,200.00	\$
111	2	-	EA	25 MPH Speed Limit (S5-1) and Cell Phone Use Prohibited (S7-1T) Sign w/ Flashers Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 2,500.00	\$ 5,000.00	\$
112	4	-	EA	Cross Walk Ahead (S1-1) (SW16-9P) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 2,400.00	\$
113	2	-	EA	Construct Base for 25 MPH Speed Limit Sign (S5-1) with School Flashers & Cell Phone Use Prohibited Sign (S7-1T) to be Reinstalled by the City	\$ 500.00	\$ 1,000.00	\$
114	1	-	EA	One Way (R6-1R) Sign Mounted on 3" diameter Anodized Bronze Post w/ TxDOT's Triangular Slipbase Assembly Meeting City of College Station Standards & Specifications	\$ 600.00	\$ 600.00	\$
Subtotal - Striping and Signage Items						\$ 69,000	\$ -
TRAFFIC SIGNAL IMPROVEMENTS							
115	-	1	EA	"P" Style Nema Traffic Cabinet (PT-P44168TS2-1CS) w/ Det Rack Loadswitch, EDI Conflict Monitor (MMU-16LE w/ Ethernet Port)	\$ 14,000.00	\$ -	\$ 14,000
116	-	1	EA	Controller - Siemens #8132-0000-107 M60 NEMA Linux (MS2 Linux) includes Large Screen and USB Port	\$ 6,000.00	\$ -	\$ 6,000
117	-	1	EA	Ethernet Switch - Comnet Managed Ethernet Switch Part Number CNGE2FE16MS with SFP Fiber modules	\$ 2,000.00	\$ -	\$ 2,000
118	-	4	EA	4-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (Arr-R, Arr-Y, Arr-Y, Arr-G)	\$ 1,000.00	\$ -	\$ 4,000
119	-	8	EA	3-Section, 12-inch, LED Signal Head w/Louvered Black Aluminum Backplate (R-Y-G)	\$ 800.00	\$ -	\$ 6,400
120	-	2	EA	Streetscape Signal Pole, 30 ft-Long, Bronze, Powder Finished	\$ 6,000.00	\$ -	\$ 12,000
121	-	2	EA	Streetscape Signal Pole, 30 ft-Long, Bronze, Powder Finished (For Long Mast-Arm Installations)	\$ 12,000.00	\$ -	\$ 24,000
122	-	4	EA	Aluminum Pedestal Pole, 11 ft-Long, Bronze, Powder Finished w/ Pole Collars	\$ 2,500.00	\$ -	\$ 10,000
123	-	1	EA	Streetscape Mast Arm, 44 ft-long, Bronze, Powder Finished	\$ 8,000.00	\$ -	\$ 8,000
124	-	1	EA	Streetscape Mast Arm, 48 ft-long, Bronze, Powder Finished	\$ 9,000.00	\$ -	\$ 9,000
125	-	1	EA	Streetscape Mast Arm, 50 ft-long, Bronze, Powder Finished	\$ 9,500.00	\$ -	\$ 9,500
126	-	1	EA	Streetscape Mast Arm, 55 ft-long, Bronze, Powder Finished	\$ 10,000.00	\$ -	\$ 10,000
127	-	8	EA	1-Section LED, 16-inch Pedestrian Countdown Signal head, w/9" Symbol/Man (Black)	\$ 800.00	\$ -	\$ 6,400
128	-	4	EA	APS Pedestrian Push-Button Assy - Polara EZCommunicator 2 Wire Navigator w/Educational "Push Button To Cross Street" Sign 9"x15" R10 e(R) (Black)	\$ 1,200.00	\$ -	\$ 4,800
129	-	4	EA	APS Pedestrian Push-Button Assy - Polara EZCommunicator 2 Wire Navigator w/Educational "Push Button To Cross Street" Sign 9"x15" R10 e(L) (Black)	\$ 1,200.00	\$ -	\$ 4,800
130	-	4	EA	Luminaire, 250-Watt HPS, w/15-ft-long Streetscape Support Arms, Bronze	\$ 1,400.00	\$ -	\$ 5,600

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
131	-	1	EA	Mast Arm Street Name Sign "Greens Prairie Trl " (4200) 3M DG3 Material	\$ 1,000.00	\$ -	\$ 1,000
132	-	1	EA	Mast Arm Street Name Sign "Greens Prairie Trl " (4300) 3M DG3 Material	\$ 1,000.00	\$ -	\$ 1,000
133	-	1	EA	Mast Arm Street Name Sign "Royder Rd" (15000) 3M DG3 Material	\$ 1,000.00	\$ -	\$ 1,000
134	-	1	EA	Mast Arm Street Name Sign "Royder Rd" (16000) 3M DG3 Material	\$ 1,000.00	\$ -	\$ 1,000
135	-	4	EA	Mast Arm Sign "Left Turn On Flashing Yellow Arrow" (R10-17T) (42"x36") 3M DG3 Material	\$ 400.00	\$ -	\$ 1,600
136	-	4	EA	Pull Boxes w/Locking Cover, Type D w/ Legend "High Voltage Traffic Signal"	\$ 800.00	\$ -	\$ 3,200
137	-	1	EA	Ground Boxes w/Locking Cover, Type 1 w/ Legend "Danger High Voltage Traffic Management"	\$ 1,500.00	\$ -	\$ 1,500
138	-	1	EA	Meter Pedestal, 4-Terminal, 125-am, Twin-Link Connectors w/Conduit to Power (Stainless Finish)	\$ 1,200.00	\$ -	\$ 1,200
139	-	1	EA	Peek BC 100 Hz Battery Backup System w/Cabinet	\$ 7,800.00	\$ -	\$ 7,800
140	-	1	EA	Concrete Signal Controller and Battery Backup System Foundation	\$ 3,500.00	\$ -	\$ 3,500
141	-	2	EA	Signal Pole Foundation, 36-inch Diameter, 13-ft Deep	\$ 4,000.00	\$ -	\$ 8,000
142	-	2	EA	Signal Pole Foundation, 48-inch Diameter, 22-ft Deep	\$ 8,000.00	\$ -	\$ 16,000
143	-	4	EA	Pedestal Pole Foundation, 24-inch Diameter, 6-ft Deep	\$ 1,200.00	\$ -	\$ 4,800
144	-	4	EA	Reusable Helix Screw Foundation for Pedestal Pole	\$ 1,200.00	\$ -	\$ 4,800
145	-	195	LF	Conduit 2"-Diameter, Schedule 40 PVC	\$ 8.50	\$ -	\$ 1,658
146	-	105	LF	Conduit 3"-Diameter, Schedule 40 PVC	\$ 12.00	\$ -	\$ 1,260
147	-	400	LF	Conduit 3"-Diameter, Schedule 40 PVC Bore	\$ 21.00	\$ -	\$ 8,400
148	-	140	LF	Conduit 4"-Diameter, Schedule 40 PVC	\$ 18.00	\$ -	\$ 2,520
149	-	620	LF	Conduit 4"-Diameter, Schedule 40 PVC Bore	\$ 24.00	\$ -	\$ 14,880
150	-	1,920	LF	7/C #14 AWG Stranded Signal Cable	\$ 2.50	\$ -	\$ 4,800
151	-	1,495	LF	5/C #14 AWG Stranded Signal Cable	\$ 2.00	\$ -	\$ 2,990
152	-	120	LF	3/C #4 Power Cable	\$ 5.50	\$ -	\$ 660
153	-	940	LF	THHN 3-1/C #10 Luminaire Cable	\$ 2.00	\$ -	\$ 1,880
154	-	1,120	LF	Bare Electrical Conductor #6 Wire (Stranded) for Grounding	\$ 1.50	\$ -	\$ 1,680
155	-	4	EA	Radar Presence Detector (RPD) (Waveltronix Smart Sensor Matrix w/ Smart Sensor Mount)	\$ 4,700.00	\$ -	\$ 18,800
156	-	2	EA	Radar Advance Detection Detector (RADD) (Waveltronix Smart Sensor Advance w/ Smart Sensor Mount)	\$ 4,850.00	\$ -	\$ 9,700
157	-	855	LF	Orion Wire Combo 2207-2002 PVCGY Waveltronix Smart Sensor 6-Conductor Cable for RPD Detectors	\$ 3.00	\$ -	\$ 2,565
158	-	495	LF	Smart Sensor 6-Conductor Cable for RADD Detector	\$ 3.00	\$ -	\$ 1,485
159	-	2	EA	Waveltronix Cabinet Interface Device Click 650	\$ 500.00	\$ -	\$ 1,000
160	-	6	EA	Waveltronix Sensor Cable Junction Box	\$ 400.00	\$ -	\$ 2,400
161	-	1	EA	PTZ Camera – Sony SNC-WR632C Network Rapid Dome Full HD Camera – W series with hybrid power/communication cable.	\$ 9,000.00	\$ -	\$ 9,000
162	-	4	EA	Priority Detector – Opticom 700 Series Detectors	\$ 800.00	\$ -	\$ 3,200
163	-	1	EA	Priority Control System – Opticom Model 764 Multimode Phase Selector	\$ 500.00	\$ -	\$ 500

**ROYDER ROAD REHABILITATION
CSISD ILA COST ESTIMATE
CITY OF COLLEGE STATION
CITY PROJECT NO. ST1611
6/27/2017**

Item No.	COCS Quantity	CSISD Quantity	Unit	Item Description	Unit Price	COCS Total	CSISD Total
164	-	965	LF	Priority Cable – Opticom Model 138 Detector Cable	\$ 2.00	\$ -	\$ 1,930
165	-	4	EA	Confirmation Lights, w/ Power Cable	\$ 350.00	\$ -	\$ 1,400
166	-	1	LS	Astrobac Mounting Hardware	\$ 1,000.00	\$ -	\$ 1,000
167	-	3	Mo	Traffic Control and Construction Barricades	\$ 2,000.00	\$ -	\$ 6,000
168	-	1	LS	Misc. Construction Materials, Including Vibration Dampers	\$ 1,000.00	\$ -	\$ 1,000
Subtotal - Traffic Signal Items					\$	\$ -	\$ 294,000
STREET LIGHT IMPROVEMENTS							
169	1,930	-	LF	(2) #6 Cu THHN and one (1) #8 Cu THHN Ground Cable in one (1) 2" PVC Conduit	\$ 3.70	\$ 7,141.00	\$
170	9	-	EA	Streetlight Foundation as Shown in SL-CF-C Detail on Drawing MEI-12364-2	\$ 1,000.00	\$ 9,000.00	\$
171	2	-	EA	Secondary Riser Assembly as Shown in UM-5 Detail on Drawing MEI-12364-2	\$ 385.00	\$ 770.00	\$
172	9	-	EA	Labor and materials to install one (1) 37.5' steel streetlight pole with one (1) 15' mast arm and one (1) 15,700 Lumens LED Cobrahead fixture. Bronze Cobrahead fixture to be American Electric ATBM F MVOLT R3 BZ XL P5 NL 4000K. 37.5 Bronze powder coated steel streetlight pole to be a Valmont DS60950A37615SFPVH or Union Metal Catalog No. 1406-69050-05GF or equal. Contractor to furnish all material to install street light including pole, fixture and control as shown in CSSL-37.5-S detail on drawing MEI-12364-2	\$ 5,000.00	\$ 45,000.00	\$
173	2	-	EA	Ripley Lighting Controls CC1002NOCISWL1C1 Streetlight Control Contractor Pedestal as show in detail on drawing MEI-12364-3	\$ 2,600.00	\$ 5,200.00	\$
174	1,977	-	LF	1-2" schedule 40 PVC conduits including excavation, sand backfill, warning tape and natural fill as shown on Drawing MEI-12364-2 Trench Detail A	\$ 7.00	\$ 13,839.00	\$
Subtotal - Street Light Items						\$ 81,000.00	\$ -
FIBER OPTICS							
175	2,085	-	LF	4" Fiber Optic Conduit with 4-1" innerducts by Open-Cut Including all Necessary Bends	\$ 20.00	\$ 41,700.00	\$
176	60	-	LF	4" Fiber Optic Conduit with 4-1" innerducts by Bore	\$ 40.00	\$ 2,400.00	\$
177	1	-	EA	Fiber Pull Box on Existing School Fiber Line including Snakepit and FRP Marker	\$ 2,000.00	\$ 2,000.00	\$
178	5	-	EA	Fiber Pull Box including Snakepit and FRP Marker	\$ 2,000.00	\$ 10,000.00	\$
179	1	-	LS	Pull City Supplied Fiber Optic Cable Through Conduit	\$ 2,000.00	\$ 2,000.00	\$
Subtotal - Fiber Optics Items						\$ 58,000	\$ -

Total Cost Estimate **\$ 2,859,100 \$ 371,000**



Legislation Details (With Text)

File #:	17-0519	Version:	1	Name:	Left-Turn Prohibition for Northbound Brothers
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 38, "Traffic and Vehicles," Section 38-1008 "Traffic Schedule VIII, no right turn and no left turn" of the Code of Ordinances of the City of College Station to prohibit Left-Turns for vehicles traveling northbound on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway 815 feet North of Deacon Drive.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	Ordinance - No Left turn Southwood Valley Elementary Exhibit A - No Left-Turn Southwood Valley Elementary				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 38, "Traffic and Vehicles," Section 38-1008 "Traffic Schedule VIII, no right turn and no left turn" of the Code of Ordinances of the City of College Station to prohibit Left-Turns for vehicles traveling northbound on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway 815 feet North of Deacon Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance removes Left-Turns for vehicles traveling northbound on Brothers Boulevard into the Southwood Valley Elementary School new location parent pick-up and drop-off driveway 815 feet North of Deacon Drive on school days from 7:00 am until 9:00 am (morning drop-off) and on school days from 2:30 pm until 4:30 pm (afternoon pick-up).

On November 2015 City Council, with the support of CSISD, public and City Staff; passed an Ordinance to restrict Left-Turns to Southwood Valley Elementary school driveway during school drop-off and pick-up hours located 450 feet North of Deacon Drive. Traffic queue for left-turning vehicles into the parent pick-up and drop-off extended into the intersection of Brothers Boulevard and Deacon Drive, making it difficult to see children using the crosswalk, by restricting the ability to turn left into the student pick-up and drop-off location, this concern was addressed.

On August 23, 2017, the administrative staff at Southwood Valley Elementary School informed the

City of College Station of their decision to change the student pick-up and drop-off location. The location for the students' drop-off and pick-up driveway is being moved from 450 feet to 815 feet North of Deacon Drive, due to an increase in attendance and safety concerns.

In order to continue addressing safety concerns initially evaluated, Traffic Management Team recommends approving this ordinance.

Budget & Financial Summary: Relocation of "No Left-turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1008 “TRAFFIC SCHEDULE VIII, NO RIGHT TURN AND NO LEFT TURN”, BY ADDING THE INTERSECTION OF BROTHERS BOULEVARD AT SOUTHWOOD VALLEY ELEMENTARY SCHOOL PARENT PICK UP AND DROP OFF DRIVEWAY LOCATED 815 FEET NORTH OF DEACON DRIVE, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, no right turn and no left turn” 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 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Chapter 38 “Traffic and Vehicles,” Article VI, “Traffic Schedules,” Section 38-1008 “Traffic Schedule VIII, no right turn and no left turn” is hereby amended by adding the following and is to read as follows:

No Left-Turns on school days from 7:00 am until 9:00 am from northbound Brothers Boulevard into the Southwood Valley Elementary School parent pick-up and drop-off driveway located 815 feet north of Deacon Drive.

No Left-Turns on school days from 2:30 am until 4:30 am from northbound Brothers Boulevard into the Southwood Valley Elementary School parent pick-up and drop-off driveway located 815 feet north of Deacon Drive.

Proposed time of day Left-Turn Prohibition for Northbound Brothers Boulevard into new location of Southwood Valley Elementary School Parent Driveway



Proposed No Left-Turn: ———
On school days from 7:00AM to 9:00AM
On school days from 2:30PM to 4:30PM



Legislation Details (With Text)

File #:	17-0520	Version:	1	Name:	Brazos County ILA Arrington Road
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an interlocal agreement between the City of College Station and Brazos County regarding Arrington Road.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Arrington Road ILA Final				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an interlocal agreement between the City of College Station and Brazos County regarding Arrington Road.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This agreement allows the City of College Station to consent to allow Brazos County to expend county funds within the city limits to finance the improvements to Arrington Road (the Project), and to exercise its power of eminent domain to condemn and acquire right-of-way for the project. Brazos County will provide property acquisition, grading, drainage, flexible base/asphalt pavement, pavement markings, permanent vegetation, and appropriate signage and maintenance.

Budget & Financial Summary: N/A

Attachments:

1. Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN CITY OF COLLEGE STATION AND BRAZOS COUNTY

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

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

WHEREAS, on February 16, 2017 and June 13, 2017, Brazos County officials met with City of College Station officials and other interested parties to further discuss preliminary plans related to Arrington Road roadway improvements; and

WHEREAS, the Brazos County Commissioners Court will need to acquire additional right-of-way, design and construct improvements within the City Limits of College Station for proposed Arrington Road improvements for a length of approximately 7750’ and variable width as shown in Exhibits A-1 and A-2 (the “Project”); and

WHEREAS, TEXAS TRANSPORTATION CODE, Section 251.012, requires the consent of the City Council of the City of College Station, Texas, in order for the Brazos County Commissioners Court to expend county funds to finance the Project; and

WHEREAS, in the event the County determines to acquire additional right-of-way for the Project through condemnation, TEXAS TRANSPORTATION CODE, Section 251.101, requires the consent of the City Council of the City of College Station, Texas, in order for the Brazos County Commissioners Court to proceed to condemnation;

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

ARTICLE I CITY CONSENT

- 1.1** College Station consents to allow County to expend county funds to finance the Project.
- 1.2** College Station consents to County exercising its power of eminent domain to condemn and acquire right-of-way for the Project.

ARTICLE II RESPONSIBILITIES OF PARTIES

2.1 County will provide the following as part of the Project: property acquisition, grading, drainage, flexible base/asphalt pavement, pavement markings, permanent vegetation, appropriate signage and maintenance.

2.2 College Station agrees to timely cooperate with the County and any contractors in all matters related to the Project.

ARTICLE III MISCELLANEOUS TERMS

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

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

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

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

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

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

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

other means of sufficient communication.

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

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

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

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

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

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

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

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

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

CITY OF COLLEGE STATION

BRAZOS COUNTY

By: _____
Karl Mooney, Mayor
Date: _____

By: _____
Duane Peters, County Judge
Date: _____

ATTEST:

ATTEST:

City Secretary
Date: _____

Karen McQueen, County Clerk
Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney
Date: _____

Bruce Erratt, Civil Counsel
Date: _____

APPROVED

City Manager
Date: _____

Chief Financial Officer
Date: _____

Exhibit A-1
Arrington Road Complete
Reconstruction Area

1:7,200

1 inch = 600 feet

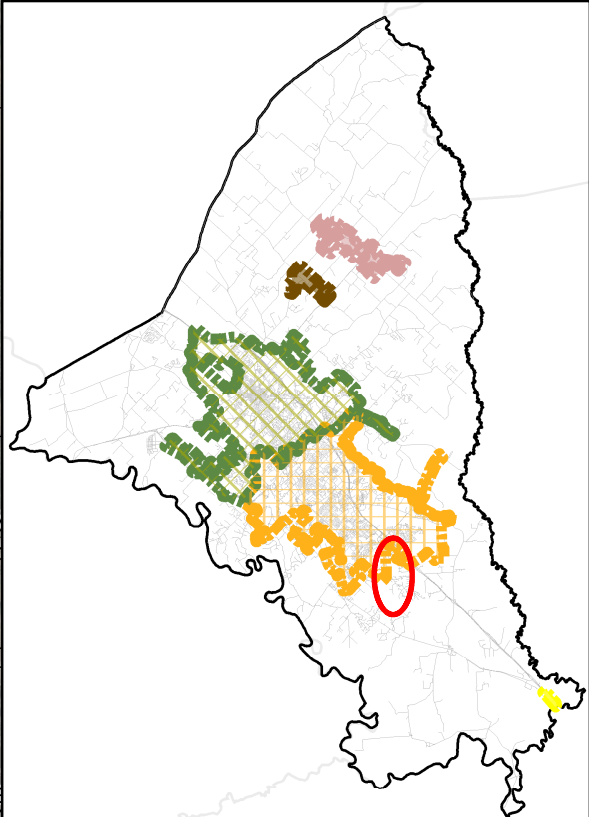
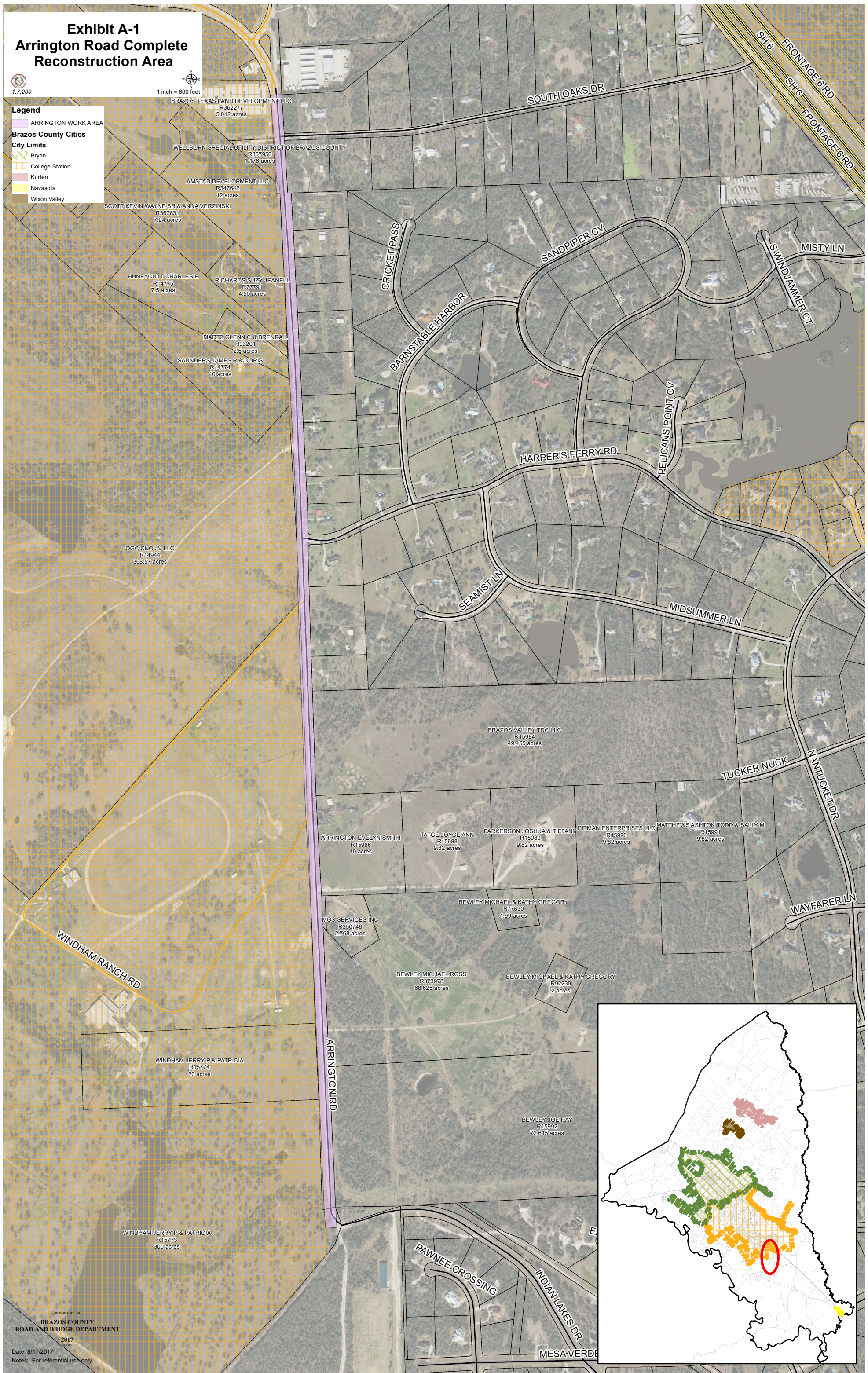
Legend

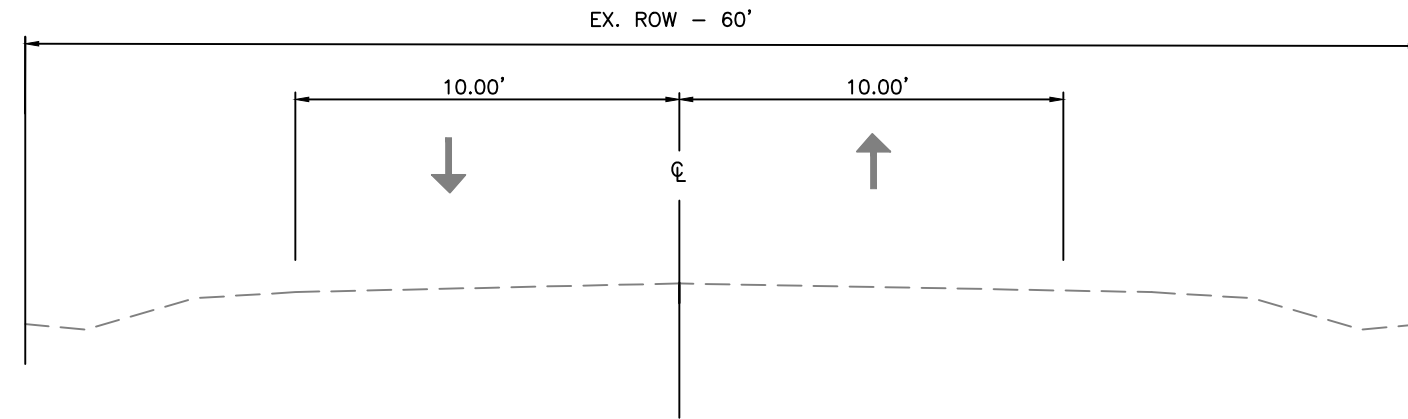
ARRINGTON WORK AREA

Brazos County Cities

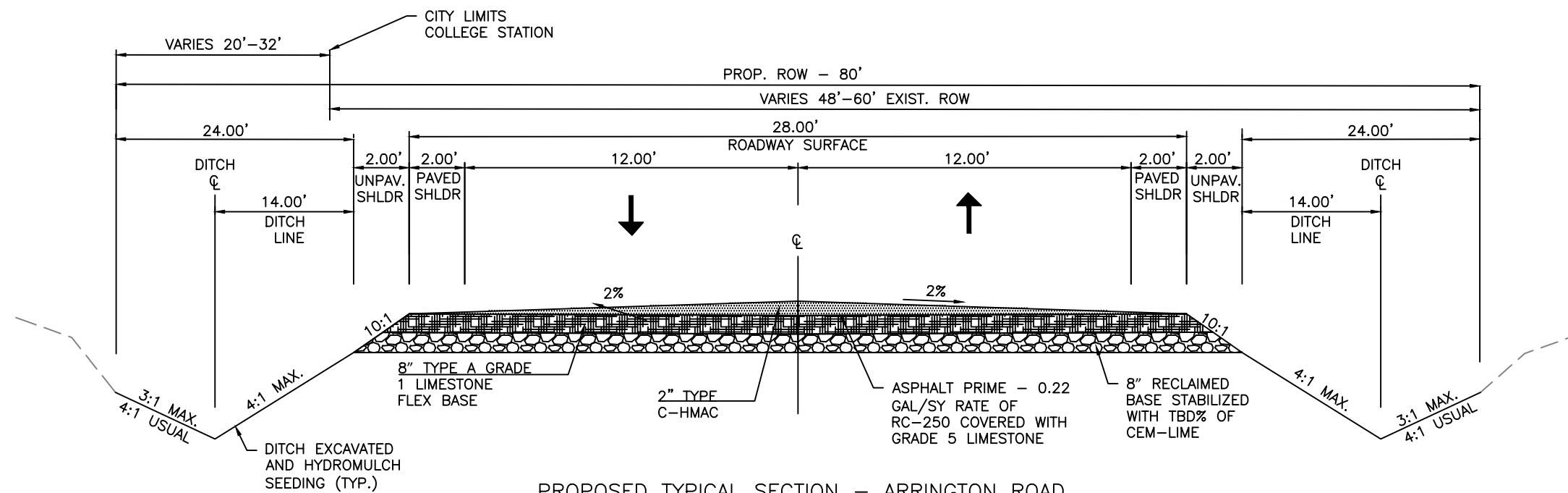
City Limits

- Bryan
- College Station
- Kurten
- Navasota
- Wixon Valley





EXISTING TYPICAL SECTION - ARRINGTON ROAD
(NTS)



PROPOSED TYPICAL SECTION - ARRINGTON ROAD
(NTS)

EXHIBIT A-2
ARRINGTON ROAD RECONSTRUCTION
TYPICAL SECTION



Legislation Details (With Text)

File #:	17-0526	Version:	1	Name:	Resolution for Rifle Resistant Body Armor Grant
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	9/6/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designee as authorized officials to execute documents necessary for the submission of a grant application for Criminal Justice Division funds from the Officer of the Governor.				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution authorizing the City Manager or his designee as authorized officials to execute documents necessary for the submission of a grant application for Criminal Justice Division funds from the Officer of the Governor.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s): Staff recommends Council approval

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

The CJD will provide 100% funding for the purchase of rifle resistant body armor. The body armor grant is a legislative initiative. Two units in our department, the Community Enhancement Unit and the Hostage Negotiation Team, currently do not have rifle resistant body armor.

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

Budget & Financial Summary: The purchase of the body armor will cost approximately \$24,732.00.

Attachments:

1. Resolution

RESOLUTION NO. _____

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

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

WHEREAS, the City of College Station Police Department is dedicated to seeking efficient and effective means to protect its officers; and

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

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

WHEREAS, eligible activities under CJD can be expected to enhance the City's existing policing services, and alleviate health and safety concerns; and

WHEREAS, the City Council acknowledges that the Rifle Resistant Body Armor grant requires the City to pay any maintenance costs beyond the initial purchase of equipment; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station hereby approves the submission of the Rifle Resistant Body Armor grant application to the Office of the Governor, Criminal Justice Division.

PART 1: That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the Rifle Resistant Body Armor Grant application, with Application Number 3503801, for CJD funds to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the City Manager or his designees as authorized officials are given the power to apply for, accept, reject, alter or terminate the Rifle Resistant Body Armor Grant on behalf of the City of College Station.

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

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

ADOPTED this ____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	17-0528	Version:	1	Name:	Boyett Loading Zong Time Change
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	9/6/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on 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 at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive, of the Code of Ordinances of the City of College, Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Ordinance Amendment - Division 2, Sec. 38-1014				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on 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 at Anytime," at the West side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive, of the Code of Ordinances of the City of College, Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: Staff received a request from merchants in Northgate to eliminate the loading zone requirement in this area from 7:00 A.M. to 11:00 A.M. Staff monitored this loading zone and determined that it is not utilized during the hours of 7:00 A.M. to 11:00 A.M. but is utilized by vendors for deliveries during the hours of 2:00 P.M. - 5:00 P.M. The ordinance amendment would allow for these spaces to be included as 2-hour free parking to allow for patrons to frequent merchants in the area, with the exception of a restricted loading zone during the hours of 2:00 P.M. - 5:00 P.M.

This ordinance amendments is supported by the Northgate District Association Board members.

Budget & Financial Summary: N/A

Attachments: Ordinance Amendment 38-1014

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 AT ANY TIME,” AT WEST SIDE OF BOYETT STREET BEGINNING 60 FEET NORTH OF THE INTERSECTION WITH UNIVERSITY DRIVE AND ENDING 130 FEET NORTH OF UNIVERSITY DRIVE 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 at 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 _____ day of _____, 20__.

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 at Any Time,” Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive is hereby amended and is to read as follows:

Travelling on: Boyett Street

Between: West side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive

Only Commercial Motor Vehicles may stop and stand with an unattended vehicle for active loading or unloading, on the west side of Boyett Street beginning 60 feet north of the intersection with University Drive and ending 130 feet north of University Drive during the hours from 2:00 PM to 5:00 PM. All other vehicles are prohibited from Stopping, Standing, and Parking in this area from 2:00 PM to 5:00 PM. Any other time all vehicles may park for free within the designated parking stalls for a maximum of 2 hours.



Legislation Details (With Text)

File #:	17-0530	Version:	2	Name:	Amendment to BVWACS ILA
Type:	Minutes	Status:		Status:	Consent Agenda
File created:	9/7/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval an Amendment to the Brazos Valley Wide Area Communications System (BVWACS) Interlocal Agreement adding Grimes County as a BVWACS Party.				
Sponsors:	Erin Provazek				
Indexes:					
Code sections:					
Attachments:	City of College Station - BVWACS ILA Amendment - With 7 Signature Pages.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval an Amendment to the Brazos Valley Wide Area Communications System (BVWACS) Interlocal Agreement adding Grimes County as a BVWACS Party.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: On August 22, 2013, Council approved the First Restatement of the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Governments (BVCOG) to act as the Managing Entity for the BVWACS. In accordance with the BVWACS ILA, Grimes County petitioned the BVWACS Governing Board for membership as a BVWACS Party.

The BVWACS Governing Board approved the attached Amendment to the ILA, effective October 1, 2017.

Budget & Financial Summary: The City of College Station's BVWACS operational and capital costs will not increase as a result of the Amendment.

Attachments:

1. First Amendment to the First Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS)

**FIRST AMENDMENT TO THE FIRST RESTATEMENT OF THE
INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, ACQUISITION,
IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS
VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS §

COUNTIES OF BRAZOS, WASHINGTON, AND GRIMES §

This Amendment to the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is effective as of October 1, 2017.

Whereas, the Cities of Bryan, College Station and Brenham, and the Counties of Washington and Brazos, and Texas A&M University entered into an interlocal agreement for the construction, acquisition, implementation, operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

Whereas, Section 11 of the Agreement provides for the addition of new parties to the BVWACS system; and

Whereas, Section 6 of the Agreement provides for the amendment of the Agreement; and

Whereas, Grimes County has petitioned the current BVWACS parties to become a full BVWACS party; and

Whereas, Grimes County agrees to abide by all covenants, terms, and conditions outlined in the Agreement; and

Whereas, the existing BVWACS parties wish to amend the Interlocal Agreement to add Grimes County as a full BVWACS party; and

Whereas, the Brazos Valley Council of Governments has possession of two (2) six-channel 700 Megahertz GTR8000 Subsite racks provided to BVWACS and not currently in use; and

Whereas, Grimes County has secured funding to place at least one (1) six-channel 700 Megahertz GTR8000 Subsite rack into service; and

Whereas, Grimes County intends to secure funding to place the second six-channel 700 Megahertz GTR8000 Subsite rack into service in the near future;

NOW, THEREFORE, the BVWACS parties and Grimes County hereby agree as follows:

1. Unless expressly written herein, the terms of this amendment shall follow the terms of the Agreement and will continue until September 30, 2018, as defined in Section 2 of the Agreement.

2. The primary area to be served by this Amendment is Grimes County, Texas. The addition of the two infrastructure sites in Grimes County will provide capacity and capability to support the additional Grimes County subscriber units.
3. Grimes County will fund all costs associated with bringing the RF infrastructure into service. This includes, but is not limited to, grant funding provided by the State of Texas or locally budgeted funds.
4. Grimes County's costs associated with being a BVWACS Party will be calculated every year, based on the number of subscriber devices they have in service on the BVWACS System.
5. If Grimes County's initial subscriber count is insufficient to cover the actual maintenance and operation costs of their membership, Grimes County will be responsible for payment of a sufficient number of subscriber units to offset those costs.
6. Once Grimes County's actual number of subscriber units in-service is sufficient to cover the actual maintenance and operation costs of Grimes County's membership, it will be billed and will pay at its actual subscriber count.
7. Grimes County's intent is to transition all Grimes County organizations and entities requiring interoperable communications to the BVWACS System.
8. Grimes County agrees to install one (1) six-channel 700 Megahertz GTR8000 Subsite rack and any and all associated tower hardware at the existing tower site located on the property of the Grimes County Sheriff's Office in Anderson, TX as "Phase 1" of their partnership, and Grimes County agrees that they will be wholly responsible for any and all lease fees that may be charged by the owner of said tower structure, so long as they remain a BVWACS Party. Equipment installation and full implementation of the "Phase 1" site is a necessary condition for this Amendment to become effective.
9. Grimes County agrees that they will apply for grant funding in the 2017 grant cycle to bring a second RF site online in Bedias, TX., and if approved will install one (1) six-channel 700 Megahertz GTR8000 Subsite rack and any and all associated tower hardware at said tower located at the Bedias Wastewater Treatment Facility.
10. In accordance with Section 4.B. and 5.B of the Agreement, Grimes County shall appoint One (1) official to the BVWACS Governing Board, and One (1) primary representative and One (1) alternate representative to the BVWACS Operating Board.
11. The BVWACS Parties agree that, for testing and verification purposes, RF site infrastructure and limited subscriber units may become active prior to the effective date of this Amendment. The BVWACS Parties further agree that, should these units become active prior to the effective date of this Amendment, Grimes County shall not be billed for this testing, verification, and usage of the BVWACS System until the effective date of this Amendment.
12. In accordance with Section 22.D. of the Agreement, Notices to Grimes County shall be directed to the attention of the County Judge with a copy to the County Attorney, at 100 Main Street, Anderson TX 77830.

IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor Karl Mooney

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager / CFO

Date: _____



Legislation Details (With Text)

File #:	17-0531	Version:	1	Name:	Three Phase Transformers
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	9/8/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is for an amount not to exceed \$479,168.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Final Draft 2017 Three Phase Eval				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is for an amount not to exceed \$479,168.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff Recommends award to the KBS Electrical Distributors, for an amount not to exceed \$479,168.00, as they are the overall lowest responsible bidder providing the best value to the City.

Summary: Nine (9) sealed competitive bids were received and opened on August 31, 2017. Electric staff evaluated the bids for compliance to the needed specifications. Award is being recommended to KBS Electrical Distributors. KBS Electrical Distributors has the lowest overall cumulative total.

Upon Council approval, a blanket order will be issued to the vendor recommended for award. The materials will be placed and maintained in the electrical inventory and expended as needed.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #17-076



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 1

ITEM DESCRIPTION: 75 KVA Padmount Transformer 208/120

Order Quantity: 5

INVENTORY #: 285-086-00037

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$5,741.49	\$28,707.45	\$6,959.91	8-10
Anixter #2	CG	\$5,486.17	\$27,430.85	\$6,813.44	8-10
Anixter #3	GE Prolec	\$5,954.26	\$29,771.30	\$7,262.57	13
Capella	Eaton Cooper	\$8,928.00	\$44,640.00		10-12
Irby	Ermco	\$5,564.00	\$27,820.00	\$6,928.12	8-10
KBS	Ermco	\$5,532.00	\$27,660.00	\$6,896.12	8-10
KBS #2	CG	\$5,337.00	\$26,685.00	\$6,664.27	8-10
KBS #3	Cooper	\$7,360.00	\$36,800.00	\$8,683.52	10-12
Priester-Mell & Nicholson	CG	\$5,263.00	\$26,315.00	\$6,590.27	8-10
Southwest Electric	Southwest Electric	\$12,588.00	\$62,940.00	\$13,833.00	9-11
Techline	Howard	\$5,580.00	\$27,900.00	\$6,914.84	10-12
TEC	GE Prolec	\$5,941.24	\$29,706.20	\$7,249.55	13-14
TEC #2	Ermco	\$5,563.92	\$27,819.60	\$6,928.04	8-10
Wesco	ABB	\$6,447.36	\$32,236.80	\$7,711.79	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 2

ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 208/120

Order Quantity: 8

INVENTORY #: 285-086-00038

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$6,130.85	\$49,046.80	\$8,005.10	8-10
Anixter #2	CG	\$5,707.45	\$45,659.60	\$7,563.22	8-10
Anixter #3	GE Prolec	\$6,652.13	\$53,217.04	\$8,420.01	13
Capella	Eaton Cooper	\$9,430.00	\$75,440.00		10-12
Irby	Ermco	\$5,942.00	\$47,536.00	\$7,816.25	8-10
KBS	Ermco	\$5,907.00	\$47,256.00	\$7,781.25	8-10
KBS #2	CG	\$5,553.00	\$44,424.00	\$7,408.77	8-10
KBS #3	Cooper	\$7,778.00	\$62,224.00	\$9,608.79	10-12
Priester-Mell & Nicholson	CG	\$5,700.00	\$45,600.00	\$7,555.77	8-10
Southwest Electric	Southwest Electric	\$13,354.00	\$106,832.00	\$15,113.00	9-11
Techline	Howard	\$6,210.00	\$49,680.00	\$7,990.65	10-12
TEC	GE Prolec	\$6,639.18	\$53,113.44	\$8,407.06	13-14
TEC #2	Ermco	\$5,941.24	\$47,529.92	\$7,815.49	8-10
Wesco	ABB	\$6,815.78	\$54,526.24	\$8,516.10	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 3

ITEM DESCRIPTION: 150 KVA Padmount Transformer 208/120

Order Quantity: 5

INVENTORY #: 285-086-00039

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$6,619.15	\$33,095.75	\$9,007.94	8-10
Anixter #2	CG	\$6,608.51	\$33,042.55	\$8,890.52	8-10
Anixter #3	GE Prolec	\$7,020.21	\$35,101.05	\$9,298.29	13
Capella	Eaton Cooper	\$9,863.00	\$49,315.00		10-12
Irby	Ermco	\$6,415.00	\$32,075.00	\$8,803.79	8-10
KBS	Ermco	\$6,378.00	\$31,890.00	\$8,766.79	8-10
KBS #2	CG	\$6,370.00	\$31,850.00	\$8,652.01	8-10
KBS #3	Cooper	\$8,233.00	\$41,165.00	\$10,540.27	10-12
Priester-Mell & Nicholson	CG	\$6,339.00	\$31,695.00	\$8,621.01	8-10
Southwest Electric	Southwest Electric	\$15,215.00	\$76,075.00	\$17,409.00	9-11
Techline	Howard	\$6,707.00	\$33,535.00	\$8,967.90	10-12
TEC	GE Prolec	\$7,005.15	\$35,025.75	\$9,283.23	13-14
TEC #2	Ermco	\$6,414.43	\$32,072.15	\$8,803.22	8-10
Wesco	ABB	\$7,500.00	\$37,500.00	\$9,696.46	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 4

ITEM DESCRIPTION: 225 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00040

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$7,615.96	\$22,847.88	\$10,787.20	8-10
Anixter #2	CG	\$7,730.85	\$23,192.55	\$10,885.50	8-10
Anixter #3	GE Prolec	\$8,193.62	\$24,580.86	\$11,315.44	13
Capella	Eaton Cooper	\$10,796.00	\$32,388.00		10-12
Irby	Ermco	\$7,381.00	\$22,143.00	\$10,552.24	8-10
KBS	Ermco	\$7,338.00	\$22,014.00	\$10,509.24	8-10
KBS #2	CG	\$7,448.00	\$22,344.00	\$10,602.65	8-10
KBS #3	Cooper	\$8,883.00	\$26,649.00	\$12,068.56	10-12
Priester-Mell & Nicholson	CG	\$7,415.00	\$22,245.00	\$10,569.65	8-10
Southwest Electric	Southwest Electric	\$17,594.00	\$52,782.00	\$20,644.00	9-11
Techline	Howard	\$8,124.00	\$24,372.00	\$11,278.59	10-12
TEC	GE Prolec	\$8,176.29	\$24,528.87	\$11,298.11	13-14
TEC #2	Ermco	\$7,380.41	\$22,141.23	\$10,551.65	8-10
Wesco	ABB	\$8,552.63	\$25,657.89	\$11,586.28	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 5

ITEM DESCRIPTION: 300 KVA Padmount Transformer 208/120

Order Quantity: 5

INVENTORY #: 285-086-00041

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$8,521.28	\$42,606.40	\$12,567.45	8-10
Anixter #2	CG	\$8,796.81	\$43,984.05	\$12,808.28	8-10
Anixter #3	GE Prolec	\$8,608.51	\$43,042.55	\$12,515.86	13
Capella	Eaton Cooper	\$11,673.00	\$58,365.00		10-12
Irby	Ermco	\$8,258.00	\$41,290.00	\$12,304.17	8-10
KBS	Ermco	\$8,210.00	\$41,050.00	\$12,256.17	8-10
KBS #2	CG	\$8,470.00	\$42,350.00	\$12,481.47	8-10
KBS #3	Cooper	\$9,693.00	\$48,465.00	\$13,722.91	10-12
Priester-Mell & Nicholson	CG	\$8,438.00	\$42,190.00	\$12,449.47	8-10
Southwest Electric	Southwest Electric	\$19,662.00	\$98,310.00	\$23,553.00	9-11
Techline	Howard	\$9,615.00	\$48,075.00	\$13,493.41	10-12
TEC	GE Prolec	\$8,401.03	\$42,005.15	\$12,308.38	13-14
TEC #2	Ermco	\$8,257.73	\$41,288.65	\$12,303.90	8-10
Wesco	ABB	\$9,605.26	\$48,026.30	\$13,391.35	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 6

ITEM DESCRIPTION: 500 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00042

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$11,571.28	\$34,713.84	\$17,625.28	8-10
Anixter #2	CG	\$12,342.55	\$37,027.65	\$18,369.89	8-10
Anixter #3	GE Prolec	\$11,343.62	\$34,030.86	\$17,409.88	13
Capella	Eaton Cooper	\$14,566.00	\$43,698.00		10-12
Irby	Ermco	\$11,214.00	\$33,642.00	\$17,268.00	8-10
KBS	Ermco	\$11,148.00	\$33,444.00	\$17,202.00	8-10
KBS #2	CG	\$11,834.00	\$35,502.00	\$17,861.34	8-10
KBS #3	Cooper	\$12,416.00	\$37,248.00	\$18,340.50	10-12
Priester-Mell & Nicholson	CG	\$11,839.00	\$35,517.00	\$17,866.34	8-10
Southwest Electric	Southwest Electric	\$22,348.00	\$67,044.00	\$28,091.00	9-11
Techline	Howard	\$13,115.00	\$39,345.00	\$19,030.60	10-12
TEC	GE Prolec	\$11,070.10	\$33,210.30	\$17,136.36	13-14
TEC #2	Ermco	\$11,213.40	\$33,640.20	\$17,267.40	8-10
Wesco	ABB	\$12,236.84	\$36,710.52	\$17,784.72	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 7

ITEM DESCRIPTION: 750 KVA Padmount Transformer 208/120

Order Quantity: 2

INVENTORY #: 285-086-00043

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$15,462.77	\$30,925.54	\$23,870.49	8-10
Anixter #2	CG	\$18,795.74	\$37,591.48	\$27,167.33	8-10
Anixter #3	GE Prolec	\$18,300.00	\$36,600.00	\$26,963.08	13
Capella	Eaton Cooper	\$20,304.00	\$40,608.00		10-12
Irby	Ermco	\$14,985.00	\$29,970.00	\$23,392.72	8-10
KBS	Ermco	\$14,890.00	\$29,780.00	\$23,297.72	8-10
KBS #2	CG	\$18,109.00	\$36,218.00	\$26,480.59	8-10
KBS #3	Cooper	\$16,253.00	\$32,506.00	\$24,606.74	10-12
Priester-Mell & Nicholson	CG	\$18,029.00	\$36,058.00	\$26,400.59	8-10
Southwest Electric	Southwest Electric	\$28,126.00	\$56,252.00	\$36,141.00	9-11
Techline	Howard	\$18,743.00	\$37,486.00	\$26,926.69	10-12
TEC	GE Prolec	\$17,861.86	\$35,723.72	\$26,524.94	13-14
TEC #2	Ermco	\$14,984.54	\$29,969.08	\$23,392.26	8-10
Wesco	ABB	\$17,710.52	\$35,421.04	\$25,556.84	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 8

ITEM DESCRIPTION: 1000 KVA Padmount Transformer 208/120

Order Quantity: 1

INVENTORY #: 285-086-00044

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$18,977.66	\$18,977.66	\$29,856.47	8-10
Anixter #2	CG	\$25,830.85	\$25,830.85	\$36,345.00	8-10
Anixter #3	GE Prolec	\$23,544.68	\$23,544.68	\$33,948.71	13
Capella	Eaton Cooper	\$24,331.00	\$24,331.00		10-12
Irby	Ermco	\$18,391.00	\$18,391.00	\$29,269.81	8-10
KBS	Ermco	\$18,280.00	\$18,280.00	\$29,158.81	8-10
KBS #2	CG	\$24,766.00	\$24,766.00	\$35,296.96	8-10
KBS #3	Cooper	\$20,300.00	\$20,300.00	\$30,713.88	10-12
Priester-Mell & Nicholson	CG	\$24,777.00	\$24,777.00	\$35,291.15	8-10
Southwest Electric	Southwest Electric	\$34,643.00	\$34,643.00	\$45,102.00	9-11
Techline	Howard	\$24,890.00	\$24,890.00	\$35,103.72	10-12
TEC	GE Prolec	\$22,981.44	\$22,981.44	\$33,385.47	13-14
TEC #2	Ermco	\$18,390.72	\$18,390.72	\$29,269.53	8-10
Wesco	ABB	\$21,710.52	\$21,710.52	\$31,484.71	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 9

ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 480/277

Order Quantity: 2

INVENTORY #: 285-086-00045

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$6,068.09	\$12,136.18	\$7,923.30	8-10
Anixter #2	CG	\$5,998.94	\$11,997.88	\$7,851.93	8-10
Anixter #3	GE Prolec	\$6,465.96	\$12,931.92	\$8,257.25	13
Capella	Eaton Cooper	\$9,532.00	\$19,064.00		10-12
Irby	Ermco	\$5,881.00	\$11,762.00	\$7,736.21	8-10
KBS	Ermco	\$5,846.00	\$11,692.00	\$7,701.21	8-10
KBS #2	CG	\$5,808.00	\$11,616.00	\$7,660.99	8-10
KBS #3	Cooper	\$8,382.00	\$16,764.00	\$10,208.76	10-12
Priester-Mell & Nicholson	CG	\$5,755.00	\$11,510.00	\$7,607.99	8-10
Southwest Electric	Southwest Electric	\$13,462.00	\$26,924.00	\$26,924.00	9-11
Techline	Howard	\$6,169.00	\$12,338.00	\$7,937.45	10-12
TEC	GE Prolec	\$6,754.64	\$13,509.28	\$8,545.93	13-14
TEC #2	Ermco	\$5,880.41	\$11,760.82	\$7,735.62	8-10
Wesco	ABB	\$6,710.52	\$13,421.04	\$8,449.22	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 10

ITEM DESCRIPTION: 150 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00046

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$6,370.21	\$6,370.21	\$8,725.31	8-10
Anixter #2	CG	\$6,508.51	\$6,508.51	\$8,783.03	8-10
Anixter #3	GE Prolec	\$7,086.17	\$7,086.17	\$9,338.02	13
Capella	Eaton Cooper	\$9,844.00	\$9,844.00		10-12
Irby	Ermco	\$6,174.00	\$6,174.00	\$8,529.10	8-10
KBS	Ermco	\$6,138.00	\$6,138.00	\$8,493.10	8-10
KBS #2	CG	\$6,271.00	\$6,271.00	\$8,545.52	8-10
KBS #3	Cooper	\$8,650.00	\$8,650.00	\$10,988.81	10-12
Priester-Mell & Nicholson	CG	\$6,243.00	\$6,243.00	\$8,517.52	8-10
Southwest Electric	Southwest Electric	\$13,935.00	\$13,935.00	\$16,129.00	9-11
Techline	Howard	\$6,715.00	\$6,715.00	\$8,934.09	10-12
TEC	GE Prolec	\$7,188.66	\$7,188.66	\$9,440.51	13-14
TEC #2	Ermco	\$6,173.20	\$6,173.20	\$8,528.30	8-10
Wesco	ABB	\$7,500.00	\$7,500.00	\$9,638.57	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 11

ITEM DESCRIPTION: 225 KVA Padmount Transformer 480/277

Order Quantity: 2

INVENTORY #: 285-086-00047

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$7,322.34	\$14,644.68	\$10,564.44	8-10
Anixter #2	CG	\$7,455.32	\$14,910.64	\$10,598.43	8-10
Anixter #3	GE Prolec	\$7,973.40	\$15,946.80	\$11,041.60	13
Capella	Eaton Cooper	\$10,771.00	\$21,542.00		10-12
Irby	Ermco	\$7,096.00	\$14,192.00	\$10,338.10	8-10
KBS	Ermco	\$7,060.00	\$14,120.00	\$10,302.10	8-10
KBS #2	CG	\$7,218.00	\$14,436.00	\$10,361.11	8-10
KBS #3	Cooper	\$9,357.00	\$18,714.00	\$12,529.42	10-12
Priester-Mell & Nicholson	CG	\$7,225.00	\$14,450.00	\$10,368.11	8-10
Southwest Electric	Southwest Electric	\$17,748.00	\$35,496.00	\$20,798.00	9-11
Techline	Howard	\$8,009.00	\$16,018.00	\$11,121.69	10-12
TEC	GE Prolec	\$8,087.63	\$16,175.26	\$11,155.83	13-14
TEC #2	Ermco	\$7,095.88	\$14,191.76	\$10,337.98	8-10
Wesco	ABB	\$8,263.15	\$16,526.30	\$11,274.74	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 12

ITEM DESCRIPTION: 300 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00048

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$8,096.81	\$8,096.81	\$12,118.03	8-10
Anixter #2	CG	\$8,386.17	\$8,386.17	\$12,333.59	8-10
Anixter #3	GE Prolec	\$8,326.60	\$8,326.60	\$12,251.90	13
Capella	Eaton Cooper	\$11,432.00	\$11,432.00		10-12
Irby	Ermco	\$7,847.00	\$7,847.00	\$11,868.22	8-10
KBS	Ermco	\$7,801.00	\$7,801.00	\$11,822.22	8-10
KBS #2	CG	\$8,080.00	\$8,080.00	\$12,027.42	8-10
KBS #3	Cooper	\$9,971.00	\$9,971.00	\$13,984.05	10-12
Priester-Mell & Nicholson	CG	\$7,999.00	\$7,999.00	\$11,946.42	8-10
Southwest Electric	Southwest Electric	\$19,354.00	\$19,354.00	\$23,245.00	9-11
Techline	Howard	\$8,898.00	\$8,898.00	\$12,693.65	10-12
TEC	GE Prolec	\$8,429.90	\$8,429.90	\$12,355.20	13-14
TEC #2	Ermco	\$7,846.40	\$7,846.40	\$11,867.62	8-10
Wesco	ABB	\$9,552.63	\$9,552.63	\$13,050.91	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 13

ITEM DESCRIPTION: 500 KVA Padmount Transformer 480/277

Order Quantity: 5

INVENTORY #: 285-086-00049

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$10,031.91	\$50,159.55	\$16,106.75	8-10
Anixter #2	CG	\$10,476.60	\$52,383.00	\$16,383.96	8-10
Anixter #3	GE Prolec	\$9,920.21	\$49,601.05	\$15,851.77	13
Capella	Eaton Cooper	\$13,573.00	\$67,865.00		10-12
Irby	Ermco	\$9,722.00	\$48,610.00	\$15,796.84	8-10
KBS	Ermco	\$9,666.00	\$48,330.00	\$15,740.84	8-10
KBS #2	CG	\$10,094.00	\$50,470.00	\$16,001.36	8-10
KBS #3	Cooper	\$11,905.00	\$59,525.00	\$17,869.72	10-12
Priester-Mell & Nicholson	CG	\$10,049.00	\$50,245.00	\$15,956.36	8-10
Southwest Electric	Southwest Electric	\$21,732.00	\$108,660.00	\$27,475.00	9-11
Techline	Howard	\$11,860.00	\$59,300.00	\$17,594.53	10-12
TEC	GE Prolec	\$9,681.44	\$48,407.20	\$15,613.00	13-14
TEC #2	Ermco	\$9,697.31	\$48,486.55	\$15,772.15	8-10
Wesco	ABB	\$11,710.52	\$58,552.60	\$17,127.85	16-18

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 14

ITEM DESCRIPTION: 750 KVA Padmount Transformer 480/277

Order Quantity: 2

INVENTORY #: 285-086-00050

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$13,635.11	\$27,270.22	\$22,081.20	8-10
Anixter #2	CG	\$13,667.02	\$27,334.04	\$22,029.89	8-10
Anixter #3	GE Prolec	\$13,877.66	\$27,755.32	\$22,042.75	13
Capella	Eaton Cooper	\$18,334.00	\$36,668.00		10-12
Irby	Ermco	\$13,214.00	\$26,428.00	\$21,660.09	8-10
KBS	Ermco	\$13,140.00	\$26,280.00	\$21,586.09	8-10
KBS #2	CG	\$13,232.00	\$26,464.00	\$21,594.87	8-10
KBS #3	Cooper	\$15,383.00	\$30,766.00	\$23,713.74	10-12
Priester-Mell & Nicholson	CG	\$13,550.00	\$27,100.00	\$21,912.87	8-10
Southwest Electric	Southwest Electric	\$27,200.00	\$54,400.00	\$35,215.00	9-11
Techline	Howard	\$15,223.00	\$30,446.00	\$23,206.02	10-12
TEC	GE Prolec	\$13,740.21	\$27,480.42	\$21,905.30	13-14
TEC #2	Ermco	\$13,213.40	\$26,426.80	\$21,659.49	8-10
Wesco	ABB	\$16,026.31	\$32,052.62	\$23,861.44	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 15

ITEM DESCRIPTION: 1000 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00051

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$16,312.77	\$16,312.77	\$27,047.17	8-10
Anixter #2	CG	\$15,945.74	\$15,945.74	\$26,516.98	8-10
Anixter #3	GE Prolec	\$16,061.70	\$16,061.70	\$26,521.70	13
Capella	Eaton Cooper	\$20,026.00	\$20,026.00		10-12
Irby	Ermco	\$15,810.00	\$15,810.00	\$26,544.40	8-10
KBS	Ermco	\$15,717.00	\$15,717.00	\$26,451.40	8-10
KBS #2	CG	\$15,439.00	\$15,439.00	\$26,010.24	8-10
KBS #3	Cooper	\$17,288.00	\$17,288.00	\$27,867.75	10-12
Priester-Mell & Nicholson	CG	\$15,777.00	\$15,777.00	\$26,348.24	8-10
Southwest Electric	Southwest Electric	\$32,609.00	\$32,609.00	\$43,068.00	9-11
Techline	Howard	\$19,415.00	\$19,415.00	\$29,597.47	10-12
TEC	GE Prolec	\$15,903.09	\$15,903.09	\$26,363.09	13-14
TEC #2	Ermco	\$15,808.25	\$15,808.25	\$26,542.65	8-10
Wesco	ABB	\$20,000.00	\$20,000.00	\$29,862.70	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 16

ITEM DESCRIPTION: 1500 KVA Padmount Transformer 480/277

Order Quantity: 2

INVENTORY #: 285-086-00052

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$21,430.85	\$42,861.70	\$35,938.09	8-10
Anixter #2	CG	\$21,952.13	\$43,904.26	\$43,904.26	8-10
Anixter #3	GE Prolec	\$23,385.11	\$46,770.22	\$37,683.48	13
Capella	Eaton Cooper	\$28,732.00	\$57,464.00		10-12
Irby	Ermco	\$20,769.00	\$41,538.00	\$35,276.24	8-10
KBS	Ermco	\$20,648.00	\$41,296.00	\$35,155.24	8-10
KBS #2	CG	\$21,150.00	\$42,300.00	\$35,650.15	8-10
KBS #3	Cooper	\$24,187.00	\$48,374.00	\$38,714.31	10-12
Priester-Mell & Nicholson	CG	\$21,056.00	\$42,112.00	\$35,556.15	8-10
Southwest Electric	Southwest Electric	\$44,502.00	\$89,004.00	\$58,074.00	9-11
Techline	Howard	\$30,852.00	\$61,704.00	\$44,322.03	10-12
TEC	GE Prolec	\$22,661.86	\$45,323.72	\$36,960.23	13-14
TEC #2	Ermco	\$20,768.04	\$41,536.08	\$35,275.28	8-10
Wesco	ABB	\$24,868.42	\$49,736.84	37,999.58	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 17

ITEM DESCRIPTION: 2000 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00053

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$26,563.83	\$26,563.83	\$43,583.62	8-10
Anixter #2	CG	\$27,161.70	\$27,161.70	\$45,158.36	8-10
Anixter #3	GE Prolec	\$27,613.83	\$27,613.83	\$45,695.23	13
Capella	Eaton Cooper	\$34,950.00	\$34,950.00		10-12
Irby	Ermco	\$25,743.00	\$25,743.00	\$42,762.79	8-10
KBS	Ermco	\$25,590.00	\$25,590.00	\$42,609.79	8-10
KBS #2	CG	\$26,170.00	\$26,170.00	\$44,166.66	8-10
KBS #3	Cooper	\$30,299.00	\$30,299.00	\$48,185.81	10-12
Priester-Mell & Nicholson	CG	\$26,053.00	\$26,053.00	\$44,049.66	8-10
Southwest Electric	Southwest Electric	\$51,197.00	\$51,197.00	\$68,473.00	9-11
Techline	Howard	\$36,727.00	\$36,727.00	\$54,025.10	10-12
TEC	GE Prolec	\$28,310.31	\$28,310.31	\$46,391.71	13-14
TEC #2	Ermco	\$25,742.27	\$25,742.27	\$42,762.06	8-10
Wesco	ABB	\$33,657.89	\$33,657.89	\$50,640.02	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

ITEM NUMBER: 18

ITEM DESCRIPTION: 2500 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00054

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	Ermco	\$31,998.94	\$31,998.94	\$53,488.45	8-10
Anixter #2	CG	\$33,519.15	\$33,519.15	\$55,268.08	8-10
Anixter #3	GE Prolec	\$36,794.68	\$36,794.68	\$58,739.90	13
Capella	Eaton Cooper	\$42,666.00	\$42,666.00		10-12
Irby	Ermco	\$31,010.00	\$31,010.00	\$52,499.51	8-10
KBS	Ermco	\$30,830.00	\$30,830.00	\$52,319.51	8-10
KBS #2	CG	\$32,296.00	\$32,296.00	\$54,044.93	8-10
KBS #3	Cooper	\$37,201.00	\$37,201.00	\$58,421.23	10-12
Priester-Mell & Nicholson	CG	\$32,151.00	\$32,151.00	\$53,899.93	8-10
Southwest Electric	Southwest Electric	\$65,191.00	\$65,191.00	\$85,579.00	9-11
Techline	Howard	\$45,885.00	\$45,885.00	\$66,867.15	10-12
TEC	GE Prolec	\$37,723.71	\$37,723.71	\$59,668.93	13-14
TEC #2	Ermco	\$31,009.28	\$31,009.28	\$52,498.79	8-10
Wesco	ABB	\$40,763.15	\$40,763.15	\$60,695.04	20-22

Bid Awarded Based on Lowest Cumulative Total



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 75 KVA Padmount Transformer 208/120 Inventory #285-086-00037	KBS	Ermco	5	\$5,532.00	\$27,660.00	8-10
Item #2 112.5 KVA Padmount Transformer 208/120 Inventory #285-086-00038	KBS	Ermco	8	\$5,907.00	\$47,256.00	8-10
Item #3 150 KVA Padmount Transformer 208/120 Inventory #285-086-00039	KBS	Ermco	5	\$6,378.00	\$31,890.00	8-10
Item #4 225 KVA Padmount Transformer 208/120 Inventory #285-086-00040	KBS	Ermco	3	\$7,338.00	\$22,014.00	8-10
Item #5 300 KVA Padmount Transformer 208/120 Inventory #285-086-00041	KBS	Ermco	5	\$8,210.00	\$41,050.00	8-10
Item #6 500 KVA Padmount Transformer 208/120 Inventory #285-086-00042	KBS	Ermco	3	\$11,148.00	\$33,444.00	8-10
Item #7 750 KVA Padmount Transformer 208/120 Inventory #285-086-00043	KBS	Ermco	2	\$14,890.00	\$29,780.00	8-10
Item #8 1000 KVA Padmount Transformer 208/120 Inventory #285-086-00044	KBS	Ermco	1	\$18,280.00	\$18,280.00	8-10
Item #9 112.5 KVA Padmount Transformer 480/277 Inventory #285-086-00045	KBS	Ermco	2	\$5,846.00	\$11,692.00	8-10
Item #10 150 KVA Padmount Transformer 480/277 Inventory #285-086-00046	KBS	Ermco	1	\$6,138.00	\$6,138.00	8-10
Item #11 225 KVA Padmount Transformer 480/277 Inventory #285-086-00047	KBS	Ermco	2	\$7,060.00	\$14,120.00	8-10
Item #12 300 KVA Padmount Transformer 480/277 Inventory #285-086-00048	KBS	Ermco	1	\$7,801.00	\$7,801.00	8-10
Item #13 500 KVA Padmount Transformer 480/277 Inventory #285-086-00049	KBS	Ermco	5	\$9,666.00	\$48,330.00	8-10
Item #14 750 KVA Padmount Transformer 480/277 Inventory #285-086-00050	KBS	Ermco	2	\$13,140.00	\$26,280.00	8-10



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

Item #15 1000 KVA Padmount Transformer 480/277 Inventory #285-086-0005	KBS	Ermco	1	\$15,717.00	\$15,717.00	8-10
Item #16 1500 KVA Padmount Transformer 480/277 Inventory #285-086-00052	KBS	Ermco	2	\$20,648.00	\$41,296.00	8-10
Item #17 2000 KVA Padmount Transformer 480/277 Inventory #285-086-00053	KBS	Ermco	1	\$25,590.00	\$25,590.00	8-10
Item #18 2500 KVA Padmount Transformer 480/277 Inventory #285-086-00054	KBS	Ermco	1	\$30,830.00	\$30,830.00	8-10
				Total	\$479,168.00	



City of College Station - Purchasing Division
Bid Tabulation for #17-076
"Annual Purchase of Three-Phase Pad Mount Transformers"
Open Date: Thursday, August 31, 2017 @ 2:00 p.m.

Vendor	Manufacturer	Cumulative Price	
Anixter	Ermco	\$	497,338
Anixter #2	CG	\$	515,813
Anixter #3	GE Prolec	\$	528,778
Capella	Eaton Cooper	\$	690,306
Irby	Ermco	\$	481,981
KBS #1	Ermco	\$	479,168
KBS #2	CG	\$	497,681
KBS #3	Cooper	\$	582,909
Priester-Mell & Nicholson	CG	\$	498,037
Southwest Electric	Southwest Electric	\$	1,051,648
Techline	Howard	\$	582,729
TEC #1	GE Prolec	\$	524,745
TEC #2	Ermco	\$	481,833
Wesco	ABB	\$	573,554



Legislation Details (With Text)

File #:	17-0535	Version:	1	Name:	Water meter purchase contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/8/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an annual water meter purchase contract #16300413R1 with National Meter & Automation, Inc. for a maximum amount of \$463,000.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Bid tabulation 16-073				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an annual water meter purchase contract #16300413R1 with National Meter & Automation, Inc. for a maximum amount of \$463,000.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval of the contract.

Summary: This contract will allow Water Services to purchase annually up to 3,600 of the ¾" water meters, and up to 2,200 of the 1" water meters from National Meter & Automation, for a maximum annual cost of \$463,000. These are traditional mechanical meters, but they can be adapted to AMI by changing the top register.

National Meter & Automation, Inc. was the lowest responsible bidder that meets College Station Water Services meter specifications. As shown on the attached Bid Tab, four sealed competitive bids were received and opened on May 18, 2016. Two of the bidders, Mueller and RG3, were found to be quoting meters that do not meet the contract specifications. National Meter & Automation, Inc. offers meters at the best value to the city based on price, discounts, delivery terms, and product quality. This price agreement is for a term of one year plus two one-year renewal options, and the proposed contract will be the first renewal year, with prices unchanged.

These meters represent the best value to the City, and staff recommends approval.

Budget & Financial Summary: Funds are available and budgeted in the Water Fund.

Attachments:
Bid Tabulation #16-073

Contract on file with City Secretary



City of College Station - Purchasing Division
Bid Tabulation for #16-073
"Annual Price Agreement for Water Meters"
Open Date: Wednesday, May 18, 2016 @ 2:00 p.m.

				S&J Meter, Inc. (Willis, TX)		Mueller Systems (Cleveland, NC)		National Meter & Automation, Inc. (Centennial, CO)		RG3 Meter Company (Longview, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	3600	Each	5/8" x 3/4" Direct Read Meter	\$88.00	\$316,800.00	\$48.00	\$172,800.00	\$51.00	\$183,600.00	\$43.04	\$154,944.00
Manufacturer				Kamstrup Flow IQ 2100		Hersey 420 Bronze V0GB202		RCDL M25 Disc Meter		RG3 PD07GPP	
2	2200	Each	1" Meter	\$194.00	\$426,800.00	\$117.50	\$258,500.00	\$127.00	\$279,400.00	\$127.27	\$279,994.00
Manufacturer				Kamstrup Flow IQ 3101		Hersey 452 V0KS202		RCDL M70 LL Disc Meter		RG3 PD10GBP	
TOTAL				\$743,600.00		\$431,300.00		\$463,000.00		\$434,938.00	
Prompt Payment Discount				2%		2%		NA		NA	
Total w/ Prompt Payment Discount Applied				728,728.00		422,674.00		NA		NA	
Delivery				60 Calendar Days ARO		Ships 30 Days ARO		40-58 Calendar Days ARO		45 Calendar Days ARO	

NOTES:

S&J Meter, Inc: Meters include a 21 year accuracy warranty.

RG3 Meter Company: Bidder miscalculated the total price for Bid Items 1 and 2 and the Grand Total. The highlighted totals above are correct.

Aqua Metric Sales Company: No-bid



Legislation Details (With Text)

File #:	17-0549	Version:	1	Name:	Hands Free Ordinance Repeal
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	9/12/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance repealing Chapter 38, "Traffic and Vehicles" Article I, "In General", Sec. 38-19 "Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle" of the College Station Code.				
Sponsors:	Scott McCollum				
Indexes:					
Code sections:					
Attachments:	Sec 38-19 WCD Ord Repeal 9-15-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance repealing Chapter 38, "Traffic and Vehicles" Article I, "In General", Sec. 38-19 "Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle" of the College Station Code.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility
- Sustainable City

Recommendation(s): Repeal the ordinance

Summary: The 85th legislature regular and special sessions have come to a close. In the regular session, the Governor signed H.B. 62, The new law is found in Transportation Code 545.4251 and became effective September 1, 2017. The portions of City Ordinance Sec. 38-19, that prohibit the operator of a motor vehicle from using an electronic device to read, write or send an electronic message is preempted by this State law. The passage of this law and its preemptive clause had implications upon the City's Ordinance that required Council review.

On September 11, 2017, a presentation was made to City Council outlining these implications and potential options. Upon discussion, Council direction was given to staff to repeal the City ordinance and allow State Law to prevail.

Budget & Financial Summary: With the repeal of this ordinance, existing signs will need to be removed. The estimation for sign removal is \$7,715.

Attachments: Ordinance repealing Sec. 38-19.

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 38, “TRAFFIC AND VEHICLES” ARTICLE I, “IN GENERAL”, SEC. 38-19 “USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE OR BICYCLE” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REPEALING CERTAIN SECTIONS RELATING TO USE OF WIRELESS COMMUNICATION DEVICES; 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 I, “In General”, Sec. 38-19 “Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle” of the Code of Ordinances of the City of College Station, Texas, be repealed 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 25th day of September, 2017

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 38, “Traffic and Vehicles” Article I, “In General”, Sec. 38-19 “Use of Wireless Communication Devices While Operating a Motor Vehicle or Bicycle” of the Code of Ordinances of the City of College Station, Texas be repealed.

Legislation Details (With Text)

File #:	17-0553	Version:	1	Name:	License to Encroach – Lakeridge Townhome Development
Type:	Agreement	Status:			Consent Agenda
File created:	9/14/2017	In control:			City Council Regular
On agenda:	9/25/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Lakeridge Living LP for 69.55 square foot encroachment into the public utility easement located at Lot 1R A, Block 1, Lakeridge Subdivision, according to the plat recorded in Volume 11092, Page 100 of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Location Map Resolution Exhibit A				
Date	Ver.	Action By	Action	Result	

Presentation, possible action, and discussion regarding a resolution authorizing a License Agreement with Lakeridge Living LP for 69.55 square foot encroachment into the public utility easement located at Lot 1R A, Block 1, Lakeridge Subdivision, according to the plat recorded in Volume 11092, Page 100 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

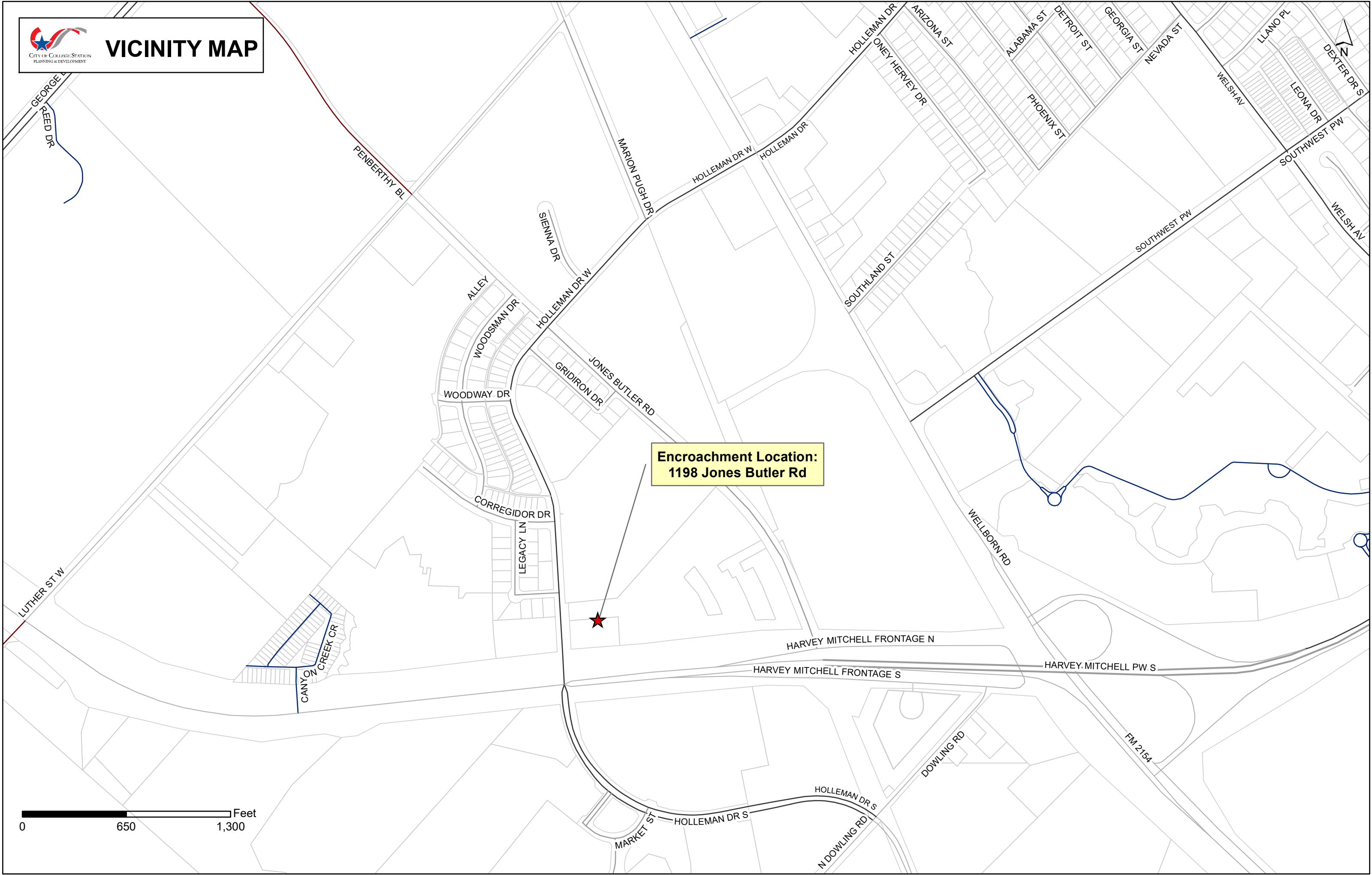
Summary: An entrance gate wall associated with the Lakeridge Townhomes multi-family development was constructed at 1198 Jones Butler Road extending approximately 14 feet into a 15-foot wide Public Utility Easement along the side property line. The encroachment does not conflict with any existing utilities and consent has been granted by all utility franchisees.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Resolution

4. Exhibit A (License Agreement)



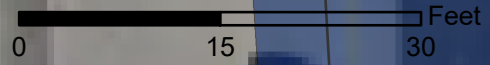


LOCATION MAP



HOLLEMAN DR W

69.55 Sq. Ft.
PUE Encroachment



RESOLUTION NO. _____

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, LAKERIDGE LIVING LP, PERTAINING TO THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 1R A, BLOCK 1, LAKERIDGE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 11092, PAGE 100 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1198 JONES BUTLER ROAD, INTO THE EASEMENT.

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

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

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

WHEREAS, after hearing the application of Lakeridge Living LP to encroach into the easement, the City Council of the City of College Station, finds the following facts:

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

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

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

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

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

I.

That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with Lakeridge Living LP pertaining to the encroachment of a portion of a structure located at Lot 1R A, Block 1, Lakeridge Subdivision, according to the plat recorded in Volume 11092, Page 100 of the Official Records of Brazos County, Texas, more commonly known as 1198 Jones Butler Road, into the easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

II.

That this resolution shall be effective immediately upon adoption.

PASSED and APPROVED this _____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

LICENSE AGREEMENT

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

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by Lakeridge Living LP (hereinafter referred to as "LICENSEE"), owner of Lot 1R A, Block 1, Lakeridge Subdivision, according to the plat recorded in Volume 11092, Page 100 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 1R A, Block 1, Lakeridge Subdivision, College Station, Texas, to encroach upon the easement, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this the _____ day of _____, 2017.

APPROVED:

LAKERIDGE LIVING LP,
LICENSEE

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY: _____
LAKERIDGE LIVING LP

BY: _____
KARL MOONEY, Mayor

ATTEST:

City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS) CORPORATE ACKNOWLEDGMENT

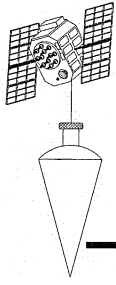
This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

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

STATE OF TEXAS)
)
COUNTY OF BRAZOS) CORPORATE ACKNOWLEDGMENT

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

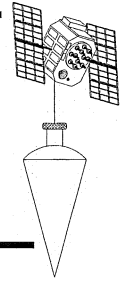
Notary Public in and for the State of Texas



STRONG SURVEYING, LLC

FIRM NO. 10093500

1722 Broadmoor Ste. 105
Bryan, Texas 77802
Phone: (979) 776 – 9836
Fax: (979) 731 – 0096
Email: curtis@strongsurveying.com



Proposed 69.55 Square Foot Wall Encroachment
Lot 1R A, Block 1, Lakeridge Subdivision
Crawford Burnett League A-7
College Station, Texas
26 July 2017

All that certain lot, tract or parcel of land being 69.55 Square feet situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, College Station, Brazos County, Texas, and being a part of Lot 1R A, Block 1, Lakeridge Subdivision as described in Plat of Record in Volume 11092, Page 100, Official Records of Brazos County, Texas, said 69.55 Square Foot tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of said Lot 1R A for the southwest corner, said corner being located in the east right-of-way line of Holleman Drive as described in Volume 11092, Page 100, an "X" in Chiseled in a Concrete sidewalk found for a southwest corner of said Lot 1R A bears S 3 ° 15 ' 28 " E a distance of 20.43 feet, an "X" in Chiseled in a Concrete sidewalk found for the southwest corner of Lot 2 of said Lakeridge Subdivision of record in Volume 11092, Page 100 bears S 3 ° 15 ' 28 " E a distance of 198.59 feet;

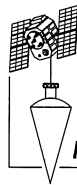
THENCE N 3 ° 15 ' 28 " W along the west line of said Lot 1R A and the east right-of-way line of said Holleman Drive a distance of 4.64 feet to a point for the northwest corner, a column found for the northwest corner of said Lot 1R A bears N 3 ° 15 ' 28 " W a distance of 87.52 feet;

THENCE S 75 ° 27 ' 35 " E, a distance of 15.75 feet to a point in the east line of a 15 foot wide Public Utility Easement as shown on Plat in Volume 11092, Page 100 for the northeast corner;

THENCE S 3 ° 15 ' 28 " E along the east line of said 15 foot wide Public Utility Easement a distance of 4.64 feet to a point for the southeast corner;

THENCE N 75 ° 27 ' 35 " W, a distance of 15.75 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 69.55 SQUARE FEET OF LAND MORE OR LESS, according to a survey performed on the ground July 9, 2017 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the west line of said Lot 1R A to Plat Calls in Volume 11092, Page 100. For other information see accompanying plat.





STRONG SURVEYING, LLC

FIRM No. 10093500

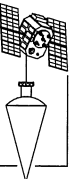
1722 Broadmoor, Suite 105

Bryan, Texas 77802

Phone: (979) 776-9836

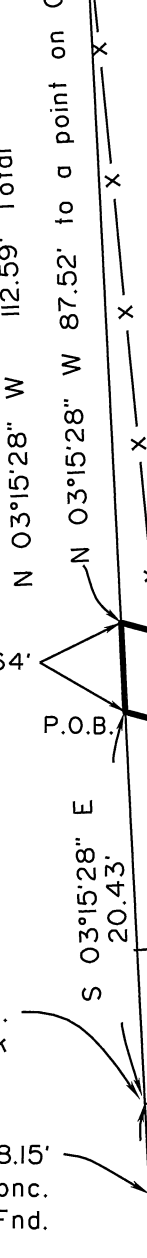
Fax: (979) 731-0096

email: curtis@strongsurveying.com



HOLLEMAN DRIVE
11092/100

(Call and Actual)
N 03°15'28" W 112.59' Total



LOT 1A, BLOCK 1
LAKERIDGE SUBDIVISION
11092/100

15' P.U.E.

15' P.U.E.



SCALE: 1" = 10'

N 03°15'28" W - 4.64'

P.O.B.

S 75°27'35" E
15.75'

69.55 Sq. Ft.

N 75°27'35" W
15.75'

S 03°15'28" E - 4.64'

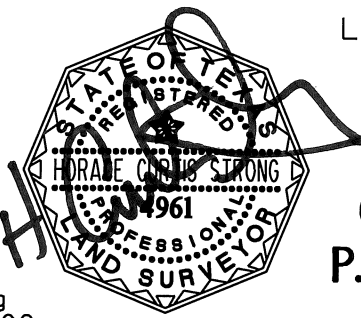
Gate

S 03°15'28" E
20.43'

55' x 55' Cross Access Esmt.

Fnd. " X " in Conc.
Sidewalk

S 03°15'28" E - 178.15'
to an " X " in Conc.
Sidewalk Fnd.



LOT 2, BLOCK 1
LAKERIDGE SUBDIVISION
11092/100

NOTES:

North Orientation is based on rotating
the west line to Plat Calls in 11092/100.

I, H. Curtis Strong, Registered Professional Land
Surveyor No. 4961, do hereby certify that the sign
shown is based on an on the ground survey and is
true and correct to the best of my knowledge.

Surveyed on July 9, 2017.

69.55 SQUARE FOOT
P.U.E. ENCROACHMENT
OUT OF

LOT 1A, BLOCK 1
LAKERIDGE SUBDIVISION
VOLUME 11092, PAGE 100

CRAWFORD BURNETT LEAGUE, A - 7
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Legislation Details (With Text)

File #:	17-0554	Version:	1	Name:	Dark Fiber Lease Agreement with CEO
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a lease agreement with CEO Etc. for lease of City Fiber Optic Cable Facilities.				
Sponsors:	Erin Provazek				
Indexes:					
Code sections:					
Attachments:	Dark Fiber Lease Agreement_CEO				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action, and discussion on a lease agreement with CEO Etc. for lease of City Fiber Optic Cable Facilities.

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary:

The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease spare city fiber or conduit. Continued work in this area indicates that there is commercial demand for city spare (or dark) fiber or city conduit to encourage the development of expanded broadband services. On March 26, 2015 Council approved an Ordinance permitting the lease of City Fiber Optic Cable Facilities. This item is the second lease authorized by the Ordinance.

Budget & Financial Summary: This lease will have a financial impact on the city. Modest revenue will be obtained from fiber or conduit leases.

Attachments: CEO Fiber Lease Agreement

DARK FIBER LEASE AGREEMENT

Between

College Station, Texas (“PROVIDER”)

and

CEO Etc.. (“USER”)

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EXHIBITS

Exhibit A	System Description
	A-1 Map of Route Segments
	A-2 Route Segment Listing
Exhibit B	Fiber Splicing, Testing, and Acceptance Standards and Procedures
Exhibit C	Fiber Specifications
Exhibit D	Cable Installation Specifications
Exhibit E	Operations Specifications
Exhibit F	Interconnections
Exhibit G	Insurance Certificates

DARK FIBER LEASE AGREEMENT

This Dark Fiber Lease Agreement (this “Agreement”) is made, as of the Effective Date (as hereafter defined), by and between the City of **College Station, Texas** (“PROVIDER”), and CEO Etc., a Texas corporation (“USER”).

W I T N E S S E T H:

WHEREAS, PROVIDER has constructed a fiber optic communication system along the route segments depicted and described in Exhibit A attached hereto; and

WHEREAS, USER desires to lease, and PROVIDER desires to provide to USER, an exclusive license to use certain optical dark fibers in such fiber optic communications system as hereafter described for the consideration and upon the terms and conditions set forth below; and

WHEREAS, PROVIDER is authorized to lease its dark fiber pursuant to TEXAS UTILITIES CODE, Section 54.2025;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

Where capitalized, the following words and phrases in this Agreement shall be defined as follows:

“Acceptance” shall have the definition set forth in Exhibit B.

“Affiliate” means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. “Control” and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, fifty percent (50%) or more of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity or management or operational control over such entity.

“Confidential Information” shall have the definition set forth in Section 18.1.

“Connecting Point” means a point where the network or facilities of USER will connect to the System as further defined in Exhibit F and subject to the terms of said Exhibit F and Section 5.1 below.

“Costs” means costs incurred and computed in accordance with the established accounting procedures used by PROVIDER to bill third parties for reimbursable projects and generally accepted accounting principles. Such costs include the following:

- (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed twenty five percent (25%) of the labor costs computed without such overhead); and
- (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, Required Rights, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

“Dark Fibers” refers to those Fibers determined by PROVIDER to be excess capacity in its Fiber Optic Cable Facilities, provided without electronics or optronics, and which are not “lit” or activated.

“Effective Date” means the date on which this Agreement has been fully executed by both parties.

“Fiber Acceptance Testing” shall have the definition set forth in Exhibit B.

“Fiber Optic Cable Facilities” means the fiber optic cable and fibers contained therein, including the USER Fibers, and associated splicing connections, splice boxes and vaults, and conduit.

“Fibers” means any optical fibers contained in the System including the USER Fibers, the fibers of PROVIDER and the fibers of any third party in the System.

“Fiber Strand Mile” means one Route Mile of each individual strand of fiber optic cable. Used to calculate the License Payment amount. (Ex: A lease of two fiber strands over 10 miles equals 20 Fiber Strand Miles). Fiber Strand Miles are rounded to the nearest 0.1 mile for lease rate calculations.

“Force Majeure Event” shall have the definition set forth in Section 19.1.

“Interconnect Facilities” shall have the definition set forth in Exhibit F.

“License Payment” shall have the definition set forth in Section 3.1.

“Non-Routine Maintenance” shall have the definition set forth in Section 8.1 below.

“POP” means Point of Presence, and is the point at which two or more different networks or communication devices build a connection with each other. POP generally refers to an access point, location or facility that connects to and helps other devices establish a connection with the Internet.

“Pro Rata Share” means a proportion equal to a fraction, the numerator of which is the number of USER Fibers and the denominator of which is all Fibers in the affected portion of the System. If this fraction varies over a particular Segment, then the Pro Rata Share shall be equal

to the weighted average (weighted by length) of the relevant portions. For example, if the fraction for one hundred feet (100') of the affected Segment is 0.1 and the fraction for the remaining fifty feet (50') of the affected Segment is 0.07, the weighted average for the entire Segment would be 0.09.

“Route” means the route, including spurs, upon which the System is constructed and installed consisting of the Route Segments.

“Route Miles” means the actual miles traversed by the Fiber Optic Cable Facilities along the Route (measured in statute miles); provided that Route Miles in urban networks of one hundred (100) miles or less may be approximated and do not necessarily reflect the actual Route Miles of the System

“Route Segments” means the individual identified portions of the Route between each of the endpoints listed and described in Exhibit A-2 in which the USER Fibers will be located or in the fiber optic network as described in Exhibit A-2.

“Routine Maintenance” shall have the definition set forth in Section 8.1.

“Scheduled Delivery Date” means the date defined in Section 4.5 below.

“Segment” means a discrete portion of the System and may refer to a Span, a portion between two POPs or a POP and a System end point, or a portion of the System affected by a relocation or other circumstance.

“Span” means, a portion of the System between one designated point on the System and a System end point along the Route from such site.

“System” means PROVIDER’s fiber optic communications system constructed along the Route which will contain the USER Fibers including, but not limited to, the Fiber Optic Cable Facilities, Fibers, conduits, handholes, manholes and all other appurtenances and components of said communications system.

“Term” shall have the definition set forth in Section 7.1.

“USER” means the entity named on the face page of this Agreement.

“USER Equipment” shall mean optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment utilized by USER in connection with its use of the USER Fibers.

“USER Fibers” means those certain strands of optical Dark Fibers that USER has licensed, of the type and quantity specified in Exhibit A-1 and A-2, for each Route Segment and meeting the specifications in Exhibit C within the Fiber Optic Cable Facilities installed or to be installed in the Route Segments of the System as identified by PROVIDER prior to

commencement of Fiber Acceptance Testing under Exhibit B and in which USER shall be licensed under Article II.

“USER License” shall have the definition set forth in Article II.

“Voluntary Relocations” shall have the definition set forth in Section 8.2.

ARTICLE II **LICENSE**

2.1 On the Effective Date of this Agreement, and upon PROVIDER’s receipt of USER’s payment of the License Payment for each Route Segment, PROVIDER hereby grants to USER an exclusive license to use the USER Fibers for the purposes described and subject to the terms and conditions set forth in this Agreement (the “USER License”). Such license does not convey, grant or vest to USER any interest or legal title to any real or personal property, including, without limitation, land, including but not limited to any fee, leasehold, easement or franchise, Fibers, Fiber Optic Cable Facilities or the System. The USER License does not include any USER Equipment, including but not limited to any equipment used to transmit capacity over or “light” the USER Fibers.

2.2 Purposes of Use of the System. USER shall use the System only for the purpose of the transmission of data. PROVIDER specifically reserves the right to allow the System, with the exception of the USER Fibers, to be used by other parties and to make additions, deletions or modifications to the System subject to the rights of USER herein. In the event USER uses the System to provide in whole or in part services subject to Chapter 66, TEXAS UTILITIES CODE, or Chapter 283, TEXAS LOCAL GOVERNMENT CODE (as such statutes may be amended in the future), USER shall apply for the required certifications from the Texas Public Utility Commission and shall pay PROVIDER the fees provided in such statutory provisions.

ARTICLE III **CONSIDERATION**

3.1 Consideration for USER License. In addition to any other consideration provided for in this Agreement, USER agrees to pay to PROVIDER for the USER License to use the USER Fibers, a non-recurring payment as set forth on Exhibit A (the “License Payment”).

3.2 Charges for Routine Maintenance. USER shall pay PROVIDER a maintenance fee per Route Mile per month throughout the Term beginning on the Effective Date for each Route Segment for Routine Maintenance in the amounts set forth on Exhibit A-2. During the Term, PROVIDER shall send monthly invoices by electronic transmission or U.S. Mail to USER for such amounts for each calendar month following the Effective Date (with the first invoice including amounts accrued during the month in which the Effective Date occurs as well as the payment for the first full following month.). USER shall pay all such invoices within thirty (30) days after receipt. Payments shall be prorated, as necessary, for partial months in which the Effective Date occurs or the Term expires. Routine Maintenance charges may be recalculated

annually prior to the anniversary of the Effective Date. USER will be notified of the adjustment, if any, prior to the first invoice following the annual anniversary date.

3.3 **Charges for Non-Routine Maintenance and Relocations.** USER shall pay its Pro Rata Share of PROVIDER's Costs of performing Non-Routine Maintenance and relocations (except Voluntary Relocations), if the gross Cost of such work relating to any single event or multiple, closely related events is greater than \$5,000.00. Notwithstanding the foregoing: (a) PROVIDER shall repair or contract for repair any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of USER, its employees, agents or contractors, with all Costs of such repairs, including administrative charges to cover PROVIDER's time to schedule and oversee work, to be reimbursed by USER within twenty (20) days after its receipt of PROVIDER's invoice therefor, together with reasonable supporting documentation, (b) PROVIDER shall repair, at its sole expense, any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of PROVIDER, its employees, contractors or agents but shall not be entitled to charge USER for any portion of the Costs of such repairs under this Section; and (c) PROVIDER shall not be entitled to reimbursement from USER for relocations caused by a breach by PROVIDER of any of its obligations under this Agreement. To the extent a third party not having an interest in the System or Fibers in the System reimburses some or all of PROVIDER's gross Costs, or to the extent a third party having an interest in the System or Fibers in the System pays in excess of its Pro Rata Share (based on the number of Fibers in the System) of such Costs, PROVIDER shall reduce the gross Costs by the amount of such reimbursement for purposes of computing USER's Pro Rata Share of such Costs. PROVIDER shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

3.4 **Method of Payment.** All payments to PROVIDER set forth in this Article III shall be made in United States Dollars by wire transfer of immediately available funds to the account or accounts designated by PROVIDER. In addition to any other remedies set forth in this Agreement, all late payments not disputed in accordance with Article XX shall bear interest accruing from the date due until paid at the lesser of 18% annual rate or highest amount permitted by law.

ARTICLE IV **CONSTRUCTION**

4.1 **Fiber Acceptance Testing.** Exhibit B sets forth Fiber Acceptance Testing procedures and test deliverables PROVIDER shall provide to USER.

4.2 **New Construction.** No new construction or installation by PROVIDER is planned or promised as part of this Agreement.

4.3 Notwithstanding any other provision herein to the contrary, USER shall be solely responsible for obtaining, at its sole cost and expense, any and all necessary franchises, easements, authorizations or permits specifically required as a result of USER's, as opposed to PROVIDER's, use or operation of or with the USER Fibers and its operation, maintenance, repair, and replacement of all USER Equipment associated therewith.

4.4 **Prior Construction.** USER acknowledges that some or all of said design, engineering, installation, construction, splicing and testing described above may have previously been completed.

4.5 **Scheduled Delivery Dates.** Subject to extension for delays resulting from Force Majeure Events and to extension or delay as otherwise permitted or provided in this Agreement, the "Scheduled Delivery Dates" for completion of, Fiber Acceptance Testing and hand-over of PROVIDER's test results and the USER Fibers to USER for the Route Segments are set forth in Exhibit A-2. USER shall have the right, upon reasonable prior written request, to observe testing of the USER Fibers which occurs after the Effective Date.

ARTICLE V

CONNECTION AND ACCESS TO THE SYSTEM

5.1 **Connections.** Subject to the provisions herein, USER shall pay for and arrange all connections of its facilities with the USER Fibers which connections shall only be made at Connecting Points approved by PROVIDER and in accordance with the procedures set forth in Exhibit F. USER shall reimburse PROVIDER for any and all Costs incurred by PROVIDER as a result of making such connections and shall pay any other applicable charges or fees as specified in Exhibit F.

5.2 **No Unauthorized Access to System.** USER shall not access any part of the System without the prior written consent of PROVIDER, and then only upon the reasonable terms and conditions specified by PROVIDER.

ARTICLE VI

COLLOCATION

No collocation rights or obligations are provided with respect to this Agreement. In the event collocation space is provided in any PROVIDER facilities, the parties will enter into a collocation agreement in form acceptable to PROVIDER.

ARTICLE VII

TERM

7.1 **Term.** The term of the USER License will commence upon the Effective Date and shall continue for a period of ten (10) years thereafter unless earlier terminated pursuant to the terms of this Agreement (the "Term").

7.2 **USER's Right to Use the System.** USER's right to use the System commences on the Effective Date, unless there is a Route Segment(s) that has been identified and listed in Appendix A-2 that PROVIDER and USER agree has not been tested, or test results indicate a problem that PROVIDER agrees to attempt to correct. In this instance, USER's right to use all or any part of the System will not occur for these Route Segment(s), until the identified problem

has been corrected and payment in full of the License Payment has been made by USER to PROVIDER.

7.3 **Effect of Termination.** Upon expiration of the Term or other termination of this Agreement, USER's right to use the USER Fibers shall automatically expire.

7.4 **Survival.** The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment hereunder for services rendered prior to the date of termination, or pursuant to the Articles of this Agreement entitled Indemnification, Limitation of Liability, Insurance, License Fees, Confidentiality and Proprietary Information, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

ARTICLE VIII

MAINTENANCE AND RELOCATION

8.1 **Maintenance.** During the Term, PROVIDER shall perform all required Routine Maintenance and Non-Routine Maintenance. "Non-Routine Maintenance" means maintenance and repair work that PROVIDER is obligated to provide under this Agreement and described in Exhibit E other than:

- (a) the work specifically identified as Routine Maintenance in Exhibit E;
- (b) work in which the aggregate amount of Costs incurred as a result of any single event or multiple, closely related events is less than or equal to Five Thousand and No/100 Dollars (\$5,000); or
- (c) work for which USER is obligated to reimburse PROVIDER for all or a portion of the Costs incurred pursuant to other Articles of this Agreement.

"Routine Maintenance" means maintenance and repair work that is described in Subsections 8.1(a) or 8.1(b).

8.2 **Relocation Procedures.** Except as provided herein for emergencies, PROVIDER may relocate, modify or alter all or any portion of the System or any of the facilities used or required in providing USER with the USER License: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit), (ii) in order to comply with applicable laws, (iii) to prevent or abate interference with or interruption of the System, or an unreasonable risk thereof, due to the existence of physical conditions (e.g. rock slides, seismic conditions), (iv) to reduce governmental fees or taxes assessed against it or USER if mutually agreed by the parties, or (v) if it determines to do so in its reasonable business judgment. A relocation made solely pursuant to Clause (v) shall be considered a "Voluntary Relocation." PROVIDER shall provide USER as much advance notice as possible but shall use reasonable efforts to provide at least sixty (60)

calendar days' prior notice of any such relocation, if reasonably feasible. PROVIDER shall have the right to direct such relocation, modification or alteration, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation:

- (a) shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;
- (b) shall not result in a materially adverse change to the operations, performance, Connecting Points with the network of USER, or end points of the Route Segment; and
- (c) shall not unreasonably interrupt service on the System.

8.3 USER shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the USER Fibers or the System for the purpose of meeting the needs of the PROVIDER or any other user. In all cases, USER shall bear the costs incurred in any rearrangement, relocation, modification or alteration of USER Equipment.

8.4 In the event of an emergency as determined by PROVIDER, PROVIDER may relocate, modify, or alter the USER Fibers and/or the System without prior notice to USER. In such event, as soon as reasonably practicable thereafter and not less than seventy-two (72) hours after having taken such action, PROVIDER will advise USER of the emergency work performed or the action taken with respect to any emergency modification or alteration of the USER Fibers and/or the System.

8.5 **Supply and Maintenance of USER Equipment Excluded.** USER acknowledges and agrees that PROVIDER is not supplying nor is PROVIDER obligated to supply to USER any USER Equipment, including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of USER. Nor is PROVIDER responsible for performing any work other than as specified in this Agreement. PROVIDER shall have no obligation under this Agreement to maintain, repair, or replace USER Equipment.

8.6 Notwithstanding any other provision of this Agreement, if USER's Equipment is not maintained in accordance with this Agreement, and USER has not corrected the violation within thirty (30) days from receipt of written notice thereof from PROVIDER, PROVIDER may at its own option correct such conditions at USER's expense. PROVIDER will notify USER prior to performing such work where practicable. When PROVIDER reasonably believes that such conditions pose an immediate threat to the safety of PROVIDER's employees or the public, interfere with the performance of service obligations of PROVIDER, or pose an immediate threat to the integrity of the System, PROVIDER may perform such work and or take such action at USER's expense that it deems necessary without first giving notice to USER, and shall be indemnified by USER for such work in accordance with ARTICLE XIII herein. As soon as practicable thereafter and not less than seventy-two (72) hours after having taken such action,

PROVIDER will advise USER in writing of the work performed or the action taken and make all reasonable efforts to arrange for reaccommodation of USER's Equipment so affected. USER shall be responsible for paying PROVIDER for all Costs incurred by PROVIDER in taking action under this section.

ARTICLE IX

USE OF THE SYSTEM

9.1 **Compliance with Law.** USER warrants that its use of the USER Fibers and the System shall comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the System or its use.

9.2 **USER's Rights Exclusive for USER Fibers.** USER may use the USER Fibers for any lawful telecommunications purpose, except sublease, assignment or conveyance to any other entity or organization. PROVIDER shall have no right to use the USER Fibers during the Term of this Agreement. Nothing in this Agreement shall limit the City's right to enter into a Lease Agreement with any other entity or user for Fiber Optic Cable Facilities not covered by this Agreement.

9.3 **Notice of Damage.** USER shall promptly notify PROVIDER of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to adversely affect the System. PROVIDER shall promptly notify USER of any matters pertaining to any damage or impending damage to or loss of the USER Fibers and/or the System that are known to it and that could reasonably be expected to adversely affect the USER Fibers and/or USER's use thereof.

9.4 **Preventing Interference with Other Fibers.** Neither USER nor PROVIDER shall use equipment, technologies, or methods of operation that knowingly interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to Fibers used or owned by the other party or third parties. Notwithstanding the above, the provisions of this Section shall not prevent a party from using commercially reasonable equipment, technologies, or methods of operation if the interference or adverse effect on the other party or a third party results primarily from such other party or third party's use of equipment, technologies, or methods of operation that are not commercially reasonable or that are not standard in the telecommunications industry.

9.5 **Liens.** USER shall not cause or permit any part of the System to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien. If USER breaches its obligations under this Section, it shall immediately notify PROVIDER in writing, shall promptly cause such lien to be discharged and released of record without cost to PROVIDER and shall indemnify PROVIDER against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

9.6 **Security Interests in System Licensed by PROVIDER.** PROVIDER represents and warrants to USER that as of the Effective Date there are no liens or material encumbrances on, against or affecting the USER Fibers or USER License under Section 2.1.

ARTICLE X **AUDIT RIGHTS**

Right to Audit. Each party shall keep such books and records (which shall be maintained on a consistent basis and substantially in accordance with generally accepted accounting principles) as shall readily disclose the basis for any charges (except charges fixed in advance by this Agreement or by separate agreement of the parties) or credits, ordinary or extraordinary, billed or due to the other party under this Agreement and shall make them available for examination, audit, and reproduction by the other party and its agents for a period of two (2) years after such charge or credit is billed or due. A party shall be entitled to engage an independent, nationally recognized third party auditing firm (which firm is not regularly used by such Party for its corporate audit) to verify or determine the proper amount of such charges or credits billable and payable under the terms and conditions of this Agreement. The party requesting the audit shall pay all costs of the independent auditor.

ARTICLE XI **WARRANTIES**

11.1 **Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, each party hereto represents and warrants to the other that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (b) it has taken all requisite corporate action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and
- (d) it has no actual knowledge that its execution of and performance under this Agreement violates any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

11.2 **Third Party Warranties.** The parties acknowledge and agree that, on and after the Effective Date, USER's sole rights and remedies with respect to any degradation of the USER Fibers or for any defect in or failure of the USER Fibers to perform in accordance with the applicable vendor's or manufacturer's specifications, which failure or defect does not result from PROVIDER's breach of its construction, maintenance and/or repair obligations under this

Agreement, shall be limited to the particular vendor's or manufacturer's warranty with respect thereto.

11.3 **EXCLUSION OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY TO USER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY FIBERS, THE SYSTEM, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PROVIDER AND USER AGREE THAT ACCESS TO PROVIDER FIBER OPTIC CABLE FACILITIES IS ON AN "AS-IS" BASIS.

ARTICLE XII **DEFAULT**

12.1 **Default and Cure.** Except as set forth in Section 12.2, a party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within fourteen (14) calendar days after receipt of such notice; provided, however, that where a material default cannot reasonably be cured within such fourteen (14) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Upon any failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Articles XIV (Limitation of Liability); (i) take such action as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party; (ii) as to PROVIDER, suspend its performance under this Agreement in accordance with and subject to Section 12.2; (iii) as to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorney's fees expended in the collection of the amounts due; and/or (iv) take any other action expressly authorized for such default pursuant to the terms of this Agreement.

12.2 **Disconnection for Failure to Pay.** In addition to the remedies set forth in Section 12.1 and notwithstanding any provisions to the contrary, if USER fails to fully pay any amount invoiced under this Agreement within seven (7) days of the due date, PROVIDER may, in addition to any other remedies that it may have under this Agreement or by law, in its sole discretion and without liability for damages, take the following actions upon thirty (30) calendar days' notice if such payment (together with applicable interest) is not made within such 30-day period:

- (a) disconnect the USER Fibers from any POP or Connecting Point;

- (b) remove, or require USER to remove, any USER Equipment from PROVIDER's premises, if any, upon commercially reasonable notice; And/or
- (c) terminate this Agreement, and take full right and possession of USER Fibers.

12.3 **Termination by PROVIDER.** PROVIDER may terminate this Agreement for all or a portion of the USER Fibers upon giving no less than 360 days notice, , if: (i) PROVIDER decides for any reason to terminate operation and maintenance of the System; or (ii) in the event PROVIDER determines that it needs the System and USER Fibers for its own uses. Any fees paid in advance by USER shall be refunded on the date the termination is effective. PROVIDER agrees that it will not terminate this Agreement under this provision if there are other Dark Fibers that are not in use or held in reserve by PROVIDER that are available for use and meet PROVIDER's needs.

12.4 **Termination by USER.** USER may terminate this Agreement for all or a portion of the USER Fibers so long as USER has fully paid any and all Costs and accrued fees due to PROVIDER for the terminated Fiber.

12.5 **Immediate Termination.** Immediate termination shall occur if this Agreement is ruled illegal, in whole or in part, by the ruling of a court of competent jurisdiction, or if the Agreement is prohibited or made impractical to perform by an action of the Texas Legislature or other branch or agency of Texas government; or if the Agreement is determined by PROVIDER to be infeasible or impractical to perform as the result of a legal claim or challenge.

12.6 **Interest.** If either PROVIDER or USER fails to make any payment under this Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at the rate specified in Section 3.4 or, if lower, the highest percentage allowed by law.

12.7 **Bankruptcy.** A declaration of bankruptcy by USER will result in immediate termination of this Agreement and relinquishment of any right to use or occupy USER Fibers.

ARTICLE XIII **INDEMNIFICATION**

13.1 **Indemnification.** USER ("INDEMNITOR") SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES FROM, AND ASSUME LIABILITY FOR, ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF PROVIDER, AN ALLEGED

BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY PROVIDER OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

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

13.3 **Claims of Customers.** In addition to the foregoing indemnities, with respect to third parties that use services provided over the USER Fibers, USER shall defend, indemnify and hold harmless PROVIDER against any claims by such third parties for damages arising or resulting from any defect in or failure of the USER Fibers or the System.

13.4 **Material and Continuing Obligation.** USER's obligation to indemnify, defend, protect, and save PROVIDER harmless is a material obligation to the continuing performance of PROVIDER's obligations hereunder.

ARTICLE XIV
LIMITATION OF LIABILITY

14.1 **GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR ANY OF THE OFFICERS, EMPLOYEES, OR AGENTS OF A PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROVIDER FOR ANY CLAIM OR DEMAND OF USER ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY USER TO PROVIDER PRIOR TO THE DATE OF THE CLAIM OR DEMAND.

14.2 **Pursuit of Actions Against Third Parties.** Nothing contained in this Agreement shall operate as a limitation on the right of either PROVIDER or USER to bring an action or claim for damages against any third party (other than officers, agents, and employees).

14.3 **Customer Contracts.** USER, in any contract or tariff offering of service, capacity, or rights of use that in any of the preceding instances involves use of the System, shall include in such contract or tariff a written limitation of liability that is binding on USER's customers and in all material respects at least as restrictive as the limitations set forth in Section 14.1.

ARTICLE XV **INSURANCE**

Obligation to Obtain.

During the term of this Agreement, USER's insurance policies shall meet the following requirements:

I. **Standard Insurance Policies Required:**

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

II. **General Requirements Applicable to All Policies:**

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations

on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Personal & Advertising Liability; and, Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
 - D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 on the declarations page.
 - E. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.
 - F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.
- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as an additional insured and further providing that those policies are primary to any insurance policies procured by PROVIDER. The additional insured endorsement shall be

in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of PROVIDER on all policies obtained by USER in compliance with the terms of this Agreement. USER shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to PROVIDER's Representative at the time of execution of this Agreement, attached hereto as Exhibit G, and approved by PROVIDER before work commences.

VI. Workers' Compensation Insurance

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of USER, all employees of any and all subcontractors, and all other persons providing services under this Agreement must be covered by a workers' compensation insurance policy: either directly through their employer's policy (USER's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000.00 for each accident are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers

Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

the duration of the project.

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

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

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

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

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

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

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

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

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

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

(5) retain all required certificates of coverage on file for the duration

of the project and for one year thereafter;

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

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

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

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

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

ARTICLE XVI

TAXES AND FEES

16.1 **USER Obligations.** For periods subsequent to the Acceptance Date, USER shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, excise, transfer, ad valorem, property or other taxes, and any and all charges, surcharges, franchise fees or similar fees (collectively, "Assessments") assessed against it due to its ownership of the USER IRU, its use of the USER Fibers, including the provision of services over the USER Fibers, its use of any other part of the System, or its ownership or use of equipment or facilities connected to the USER Fibers. The above obligation applies to Assessments applicable to the license of the USER IRU or Assessments imposed on or based upon the provision or sale of maintenance, collocation, or other PROVIDER services provided pursuant to this Agreement; provided that, with regard to such Assessments, if required by law, PROVIDER shall charge USER and USER shall pay to PROVIDER such Assessments unless USER provides PROVIDER with a valid resale or other exemption certificate acceptable to PROVIDER.

16.2 **PROVIDER Obligations.** Subject to Section 16.1 above, PROVIDER shall timely report and pay any and all Assessments assessed against it due to its construction, ownership or use of the System, provided that, in the event that any property taxes (including ad valorem, use, property, or similar taxes, franchise fees, or Assessments that are based on the value of property or of a property right) are imposed on PROVIDER with respect to any portion of the System that includes the USER IRU, the USER Fibers or the Associated Conduit, and the USER IRU, the USER Fibers or the Associated Conduit are not separately assessed by the taxing authority imposing such property taxes, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER for USER's Pro Rata Share of such property taxes. PROVIDER shall provide USER with all information reasonably requested by USER with respect to any such property tax reimbursement sufficient to verify USER's Pro Rata Share. In the event PROVIDER receives a refund or credit of any property taxes previously reimbursed in whole or in part by USER under the provisions of this Section 16.2, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER its Pro Rata Share of such refund or credit with related accrued interest paid or credited by the taxing authority (if any) and PROVIDER shall provide USER with all information reasonably requested by USER to verify USER's Pro Rata Share of the refund or credit.

16.3 **Reimbursement of Taxes Paid on USER's Behalf.** If PROVIDER is assessed for any Assessments related to USER's ownership of the USER IRU or USER's use of the USER Fibers or any Assessments that USER is obligated to pay pursuant to Sections 16.1 or 16.2, PROVIDER shall, within thirty (30) days of its receipt of such Assessment, provide USER with a copy of such Assessment, and all information reasonably requested by USER with respect to such Assessment including, without limitation, the amount and due date for payment of the Assessment. USER shall, at its option, pay the amount of such Assessment (i) directly to the appropriate taxing authority, or (ii) to PROVIDER at least ten (10) business days prior to the due date of such Assessment, in which case PROVIDER shall promptly pay the amount of such Assessment to the appropriate taxing authority. If USER elects to pay the Assessment directly to

the appropriate taxing authority, USER shall notify PROVIDER in writing of its intentions at least ten (10) business days prior to the due date of such Assessment and USER shall provide PROVIDER all information reasonably requested by PROVIDER to provide evidence of USER's payment of the Assessment. USER, at its option, shall have the right, at its sole cost, to contest any such Assessments. If USER elects to contest any Assessment subject to this Section, USER shall notify PROVIDER in writing of its intention to contest the Assessment and PROVIDER will reasonably cooperate with USER in pursuing any such contest. USER, at its option, may pay the Assessment prior to any such contest, or contest the Assessment without payment; provided that (i) USER shall take such steps as are reasonably necessary to prevent any forfeiture of PROVIDER's rights or property, or the imposition of any lien on the System and (ii) USER shall indemnify and hold PROVIDER harmless from any expense, legal action or cost, including reasonable attorneys' fees, resulting from USER's exercise of its rights to contest an Assessment under this Section. If, within ten (10) business days prior to the due date of such Assessment, USER does not pay the Assessment to PROVIDER, notify PROVIDER in writing of its intentions to pay the Assessment directly to the appropriate taxing authority, or notify PROVIDER in writing of its intention to contest the Assessment, then PROVIDER, in its sole discretion, may pay the Assessment and invoice USER for reimbursement. In such case, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER. In the event PROVIDER receives a refund or credit of an Assessment previously paid to a taxing authority by USER or PROVIDER under the provisions of this Section, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER such refund or credit with related accrued interest paid or credited by the taxing authority, if any, and PROVIDER shall provide USER with all information reasonably requested by USER with respect to the refund or credit.

16.4 **Cooperation and Efforts to Reduce Tax.** The parties shall cooperate in any contest of any Assessments and in making tax-related reports and filings, so as to avoid, to the extent reasonably possible, prejudicing the interests of the other party and the parties shall use commercially reasonable and acceptable efforts to reduce or eliminate any Assessments described in this Article XVI.

16.5 **Penalties and Interest.** Notwithstanding any other provision of this Article XVI, in the event that either party to this Agreement incurs penalties, interest, or additional Assessments as a result of non-compliance, non-payment, or delinquent payment of any Assessment discussed under this Article XVI when due, the party causing the incurrence of the penalty, interest or additional Assessment shall be solely responsible for such penalty, interest or additional Assessment.

ARTICLE XVII

NOTICE

17.1 **Notice Addresses.** Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

If to PROVIDER: City of College Station
Attn: City Manager
PO Box 9960
310 Krenk Tap Rd.
College Station, Texas 77842
Facsimile: 979-764-3489

If to USER: CEO Etc.
Attn: Chase Giles, Director of Technology
3001 Earl Rudder Fwy. S
College Station, Texas 77845

or at such other address as may be designated in writing to the other party.

17.2 **Notice Delivery.** Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or upon receipt as evidenced by the return receipt for registered or certified U.S. Mail.

ARTICLE XVIII **CONFIDENTIALITY**

18.1 **Confidentiality Obligations.** The parties acknowledge that USER will disclose proprietary and confidential network and business information to PROVIDER in order to perform under this Agreement. This information if disclosed to competitors of either party, would give or increase such competitors' advantage over the party or diminish that party's advantage over its competitors ("Confidential Information"). PROVIDER agrees to take all reasonable steps to protect such proprietary and confidential information from public disclosure, and to make available such information internally only to PROVIDER personnel with a need to know or to its legal counsel, or as otherwise required by law or court order. In the event of a request under the Texas Open Records Act, PROVIDER will respond as provided in TEXAS GOVERNMENT CODE, Section 552.305.

18.2 Publicity and Advertising.

(a) Neither party shall publish or use any advertising, sales promotions, or other publicity materials that use the other party's logo, trademarks, or service marks without the prior written approval of the other party.

(b) Each party shall have the right to review and approve any publicity material, press releases, or other public statements by the other that refer to such party or that describe any aspect of this Agreement. Each party agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval

of the other party, except as is required to comply with federal or state laws.

(c) Nothing in this Agreement establishes a lease, license or right for either party to use any of the other party's brands, marks, or logos without prior written approval of the other party.

ARTICLE XIX

FORCE MAJEURE

19.1 **Excused Performance.** Neither PROVIDER nor USER shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a "Force Majeure Event"): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible party's failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations, or court orders; (f) war or civil disorder; or (g) any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

19.2 Damage or Destruction.

- (a) **USER's Fibers.** In the event of a total or partial destruction of substantially all of USER Equipment where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is covered under a policy of insurance carried by USER, this Agreement may be terminated at the option of USER, or USER at its sole cost and expense, may commence and complete as soon as practicable the repair or restoration of the damaged USER Equipment, or any part thereof.
- (b) **System.** In the event of a total or partial destruction of the System, or any part thereof, including USER Fibers, where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is self-insured or covered under a policy of insurance carried by PROVIDER, the Agreement may be terminated at PROVIDER's option, or PROVIDER, at its sole cost and expense, may commence and complete as soon as practicable, the repairs or restoration of the damaged System, or any part thereof, including USER Fibers, to substantially their same condition immediately before the event of destruction. If PROVIDER elects to terminate the Agreement, PROVIDER shall be relieved of any obligation to USER, and USER shall be released from its obligations under this Agreement.

ARTICLE XX

PAYMENT DISPUTE RESOLUTION

USER and PROVIDER shall attempt in good faith to resolve any bona fide dispute arising out of or relating to any monetary obligation under this Agreement as expeditiously as possible by negotiations between an executive of USER or his or her designated representative with sufficient authority to negotiate a resolution of the dispute and an executive of PROVIDER with similar authority. Either USER or PROVIDER may give the other party written notice of any such payment dispute which notice shall include documentation substantiating the dispute. Within twenty (20) days after delivery of notice of a payment dispute as described above, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the first meeting, Section 12.2 herein shall apply.

ARTICLE XXI

RULES OF CONSTRUCTION

21.1 **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. References to “person” or “entity” each include natural persons and legal entities, including corporations, limited liability companies, partnerships, sole proprietorships, business divisions, unincorporated associations, governmental entities, and any entities entitled to bring an action in, or that are subject to suit in an action before, any state or federal court of the United States. The word “including” means “including, but not limited to.” “Days” refers to calendar days, except that references to “banking days” exclude Saturdays, Sundays and holidays during which nationally chartered banks in Houston, Texas are authorized or required to close. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

21.2 **Cumulative Remedies; Insurance.** Except as set forth to the contrary herein, any right or remedy of PROVIDER or USER allowed by this Agreement shall be cumulative and without prejudice to any other right or remedy set forth herein. The provisions of Article XV (Insurance) shall not be construed as limiting the Indemnitor’s obligations pursuant to Article XIII (Indemnification) or other provisions of this Agreement.

21.3 **No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement.

21.4 **Agreement Fully Negotiated.** This Agreement has been fully negotiated between and jointly drafted by PROVIDER and USER.

21.5 **Document Precedence.** In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibits shall be corrected accordingly.

21.6 **Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely.

21.7 **Cross References.** Except as the context otherwise indicates, all references to Exhibits, Articles, Sections, Subsections, Clauses, and Paragraphs refer to provisions of this Agreement.

21.8 **Limited Effect of Waiver.** The failure of either PROVIDER or USER to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

21.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without reference to its choice of law principles. The laws of such state shall govern the statute of limitations and the remedies for any wrongs that may be found.

21.10 **Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.11 **No Partnership Created.** The relationship between PROVIDER and USER shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. PROVIDER and USER, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

ARTICLE XXII

ASSIGNMENT

22.1 **Restrictions on Assignment.** Except as otherwise provided herein, USER may not sell, assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to any third party.

22.2 **Assignments to Particular Classes of Entities.** The provisions of Section 22.1 notwithstanding:

- (a) **Assignment to Affiliate.** USER may assign, sublease, or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to an Affiliate, so long as that Affiliate provides information to PROVIDER within thirty (30) days of the

assignment, establishing that it has the ability to meet the financial obligations under this Agreement. If Affiliate fails to meet this criteria set forth above, the Assignment shall be null and void.

(b) **Assignment to Third Party Providing Similar Services.** USER may assign, sublease, or transfer, pursuant to a merger, sale or transfer of all or substantially all of the assets or stock of USER, all of its rights and obligations under this Agreement to any party that provides similar services as USER, so long as the surviving or purchasing entity assumes, in writing, all of the obligations of USER under this Agreement, and provides information acceptable to PROVIDER within thirty (30) days after the Assignment, sublease, transfer, merger or sale, sufficient to satisfy PROVIDER that the proposed assignee can meet those obligations. If the proposed assignee cannot establish to PROVIDER's reasonable satisfaction that it can meet those obligations, then the assignment shall be null and void.

22.3 **Agreement Binds Successors.** This Agreement and the rights and obligations under this Agreement (including the limitations on liability and recourse set forth in this Agreement benefiting the other party) shall be binding upon and shall inure to the benefit of PROVIDER and USER and their respective permitted successors and assigns.

22.4 **Change in Control Not an Assignment.** Notwithstanding any presumptions under applicable state law that a change in control of a party constitutes an assignment of an agreement, a change in control of a party, not made for purposes of circumventing restrictions on assignment or of depriving the other party of rights under this Agreement, shall not be deemed an assignment for purposes of this Agreement.

22.5 **Right to Subcontract.** PROVIDER may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder or may have its contractor perform such obligations.

22.6 **Financing Arrangements.** Subject to Section 9.6, either party shall have the right, directly or through an Affiliate, to enter into financing arrangements (including secured loans, leases, sales with lease-back, or leases with lease-back arrangements, purchase-money or vendor financing, conditional sales transactions, or other arrangements) with one or more financial institutions, vendors, suppliers or other financing sources (individually and collectively, "Lenders"), that, with respect to PROVIDER, relate to the System and, with respect to USER, relate to the USER License (and not to any property right in the System).

ARTICLE XXIII
ENTIRE AGREEMENT; AMENDMENT; EXECUTION

23.1 **Integration; Exhibits.** This Agreement constitutes the entire and final agreement and understanding between PROVIDER and USER with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

23.2 **No Parol Amendment.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of PROVIDER and USER.

23.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, PROVIDER and USER have executed this Agreement as of the dates set forth opposite the signatures of their respective authorized officers below.

“PROVIDER”:

CITY OF COLLEGE STATION

Date: _____

By: _____
Kelly Templin, City Manager

ATTEST:

Tanya McNutt, City Secretary

APPROVED:

Assistant City Manager/CFO

Carla A. Robinson, City Attorney

“USER”:

CEO Etc.

Date: 09/14/2017

By: 
Chase Giles, Director of Technology

EXHIBIT A-1
MAP OF ROUTES COVERED BY THIS LEASE

The routes covered by this Lease Agreement are highlighted in green on the below map.

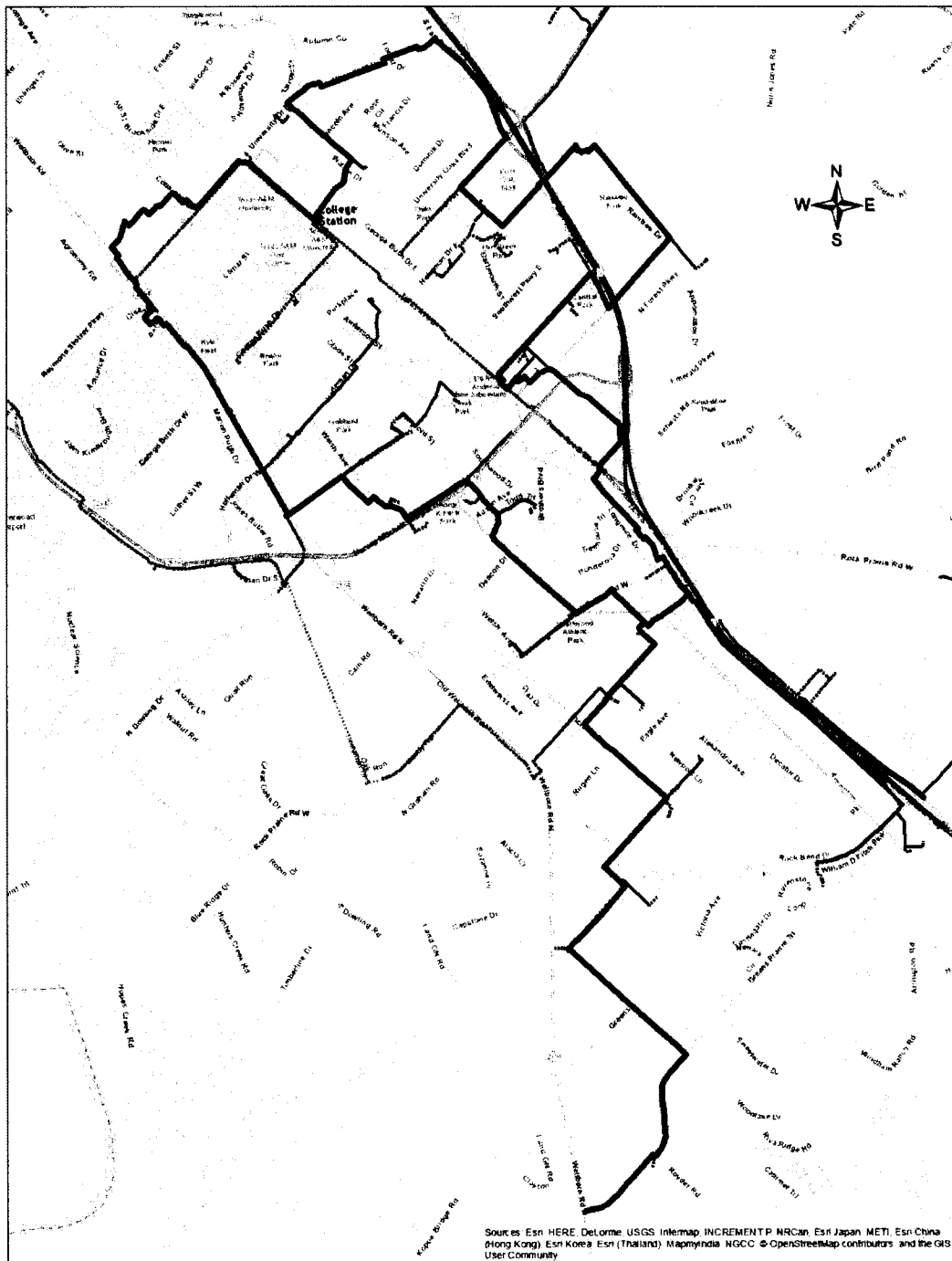


EXHIBIT A-2

ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS

Right to Fibers on PROVIDER System Route Segments

Two (2) fiber strands on the main city fiber ring as shown in Exhibit A

Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.

Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road

Initial Route Segments

Two (2) fiber strands on the main city fiber ring as shown in Exhibit A

Four (4) fiber strands on the Route Segment running from the College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of William D. Fitch & Lakeway Dr.

Four (4) fiber strands on the Route Segment running from College Station Utility Service Center (1601 Graham Rd.) to the splice point in the vicinity of Greens Prairie Trail & Wellborn Road

Calculation of License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile.

Fiber Ring Distance	23.0 miles
USC – WD Fitch & Lakeway segment	3.1 miles
USC - Greens Prairie & Wellborn Rd segment	<u>7.0 miles</u>

Total miles 33.1 miles

Two (2) fiber strands for Ring, Four (4) fiber strands for USC to WD Fitch & Lakeway segment and four (4) fiber strands for USC to Greens Prairie & Wellborn segment

2 fiber strands x 23.0 miles = 46.0 Fiber Strand Miles

4 fiber strands x 3.1 miles = 12.4 Fiber Strand Miles

4 Fiber strands x 7.0 miles = 28 Fiber Strand Miles

86.4 Fiber Strand Miles x \$500.00/Fiber Strand Miles = **\$43,200.00 User License Payment Amount**

Calculation of Maintenance Amount

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay an annual maintenance fee per Fiber Mile per year. The annual maintenance will be calculated annually and is based on the personnel cost (payroll and benefits) times the estimated percent of city staff time spent

conducting fiber operations and maintenance activities. This amount provides the total staff cost devoted to fiber operations and maintenance activities. This amount is then divided by the total number of fiber strand miles to determine the annual maintenance cost per fiber strand mile

City staff cost devoted to fiber activities	\$77,306
Total city fiber optic strand miles	2,192

Maintenance cost per fiber optic strand mile: $\$77,306/2192 = \35.27 per fiber strand mile

Annual maintenance cost: $\$35.27/\text{fiber strand mile} \times 86.4 \text{ fiber strand miles leased} = \mathbf{\$3,047.33}$

Due Date for License Payment

The License Payment shall be paid by USER to PROVIDER as follows:

- (a) 100% of the License Payment and the first year Maintenance Amount is due and payable upon execution of the Agreement by the parties.

Initial IRUs for Route Segments:

As of the Effective Date, This Lease will be effective for the following Fibers in the following Route Segments:

Order 1

ROUTE SEGMENTS Origin/Destination or Network Description	Scheduled Delivery Date	Estimated Route Miles	Type of Fiber	No. of Fibers	Estimated Fiber Miles	Annual Maintenance
Fiber Ring	Upon execution	23.0	SM	2	46.0	1622.40
USC – WD Fitch & Lakeway	Upon execution	3.1	SM	4	12.4	437.35
USC - Greens Prairie & Wellborn Rd	Upon execution	7.0	SM	4	28.0	987.56
Totals:	--	33.1	--		86.4	\$3,047.33

Process for Additional USER Fibers Elections Following the Effective Date:

USER may request availability of additional Fibers on Route Segments by written notice to PROVIDER identifying the Route Segment and number of Fibers requested. Subject to verification of availability by PROVIDER within fourteen (14) business days of written notice of the request, PROVIDER and USER may execute additional Lease Agreements, or amend this Agreement to include additional Fibers or Route Segments.

EXHIBIT B

Fiber Cable Splicing, Testing and Acceptance Procedures

1. PROVIDER will perform all tests, provide documentation, and meet the standards identified in this exhibit. Analysis of final bi-directional OTDR data will be the tool used to make final acceptance of the fibers.

2. ACCEPTANCE STANDARDS

A. Bi-directional Traces

Bi-directional OTDR traces will be taken without a launch reel. OTDR traces should be taken in both directions at 1550 nm. . The traces for all fibers should be recorded on removable media and provided to the other party.

USER identified Route Segments proposed for coverage by this Agreement to PROVIDER and testing per this Exhibit has been performed and results provided to USER. Route Segments listed in Exhibit A-1 are accepted by USER.

B. Light Source and Power Meter Test

A bi-directional End to End test was performed on each fiber in a Span at 1550 nm with a Light Source and Power Meter. The purpose of this test is to determine actual Span loss and to prove there is a one-to-one correspondence of all fibers

3. NAMING OF TRACES

OTDR traces taken for bi-directional testing, and the OTDR traces of the splice must be recorded on removable media and provided to the other party. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-numbers, including fiber strand should follow this example:

First four letters (Provider Approved) = source point
Letters 5, 6, 7, 8 (Provider Approved) = Destination point
3 numbers = fiber number
SOR = file extension

NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.

4. OTDR SETUP

NOTE: BEFORE THE START ANY TESTING, ALL CONNECTORS WILL BE CLEANED WITH A CONNECTOR CLEANER.

The OTDR used to perform testing is the EXFO, Model FTB-150 or equivalent model. The following settings were used.

Index of Refraction

Fiber type	1550 nm
All	1.4677

NOTE: THESE SETTINGS ARE GUIDELINES ONLY. EACH PROJECT OR TESTING SITUATION MAY REQUIRE ADJUSTMENT OF SETTINGS TO OBTAIN THE BEST TEST RESULTS POSSIBLE.

5. TEST PACKAGES

PROVIDER provided a package containing the following test data for each fiber. All data provided was saved on removable media.

- A. OTDR Span traces taken at 1550 nm.
- B. An Excel spreadsheet containing the power meter and light source data for both directions at 1550 nm. The spreadsheet should also include the average for each fiber.

EXHIBIT C

Fiber Optic Cable Specifications

The fiber optic cable for each Route Segment is described on attached Exhibit A-1.

The majority of PROVIDER fiber optic cable is_OFS ADSS (All-Dielectric Self-Supporting) Singlemode fiber optic cable such as AT-3BE27DT-048-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM- .35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 16.8 mm (0.662 in.) or similar.

ADSS (All-Dielectric Self-Supporting) is a loose tube non-metallic fiber optic cable that is designed to be installed without the assistance of metal strand. ADSS cable uses aramid yarn and a high tensile central strength member for support. ADSS cable attaches directly to the pole or tower with the use of special attachment hardware.

EXHIBIT D

Fiber Optic Cable Facilities Installation Specifications

The System has been constructed in accordance with Industry Standards.

EXHIBIT E

Operations Specifications

All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. Maintenance.

(a) Scheduled Maintenance. Routine Maintenance and repair of the System described in this section ("Scheduled Maintenance") shall be performed by or under the direction of PROVIDER, at PROVIDER's reasonable discretion or at USER's request. Scheduled Maintenance shall commence with respect to each Segment upon the Execution Date. Scheduled Maintenance may include the following activities:

- (i) Monitoring of the System on a regular basis;
- (ii) Participation in the "Texas811" program and all required and related cable locates;

(b) Unscheduled Maintenance. Non-Routine Maintenance and repair of the System which is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of PROVIDER. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to an alarm identification by PROVIDER, notification by USER or notification by any third party of any failure, interruption or impairment in the operation of the System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the System.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System.

USER shall immediately report the need for Unscheduled Maintenance to PROVIDER in accordance with procedures promulgated by PROVIDER from time to time. PROVIDER will log the time of USER's report, verify the problem and dispatch personnel within a reasonable time to take corrective action. PROVIDER will use the same procedures and level of effort to restore USER service as used to restore service to PROVIDER Fiber Optic Cable Facilities.

3. Cooperation and Coordination.

(a) USER shall utilize an Escalation List provided by PROVIDER, as updated from

time to time, to report and seek immediate initial redress of exceptions noted in the performance of PROVIDER personnel in meeting maintenance service objectives.

(b) USER will, as necessary, arrange for unescorted access for PROVIDER to all sites of the USER Fibers in the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) USER shall furnish to PROVIDER, and update as changes occur, the current name, title, telephone number and personal device communications number of a USER representative to contact regarding maintenance schedules and actions.

(d) In performing its services hereunder, PROVIDER will take workmanlike care to prevent impairment to the signal continuity and performance of the System. The precautions to be taken by PROVIDER shall include notifications to USER of service affecting activities or conditions. In addition, PROVIDER shall reasonably cooperate with USER in sharing information and analyzing the disturbances regarding the Fiber Optic Cable Facilities and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving Fiber Optic Cable Facilities, fiber, electronic equipment, or regeneration or other facilities of the USER, then USER shall, at PROVIDER's reasonable request, make such personnel of USER available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with PROVIDER in performing such maintenance as required of PROVIDER hereunder.

(e) PROVIDER will notify USER at least five (5) business days prior, or when practical, ten (10) calendar days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. USER shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with PROVIDER's ability to perform its obligations under this Agreement. In the event that after any such notification the Scheduled Maintenance is canceled or delayed, PROVIDER shall notify USER at PROVIDER's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) PROVIDER will maintain the System in a manner which will permit USER's use, in accordance with the terms and conditions of the Agreement and the USER Fibers required to be provided under the terms of the Agreement.

(b) Except to the extent otherwise expressly provided in the Agreement, USER will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by USER in connection with the operation of the Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Fiber Optic Cable Facilities/Fibers.

(a) PROVIDER will perform appropriate Scheduled Maintenance on the Fiber Optic Cable Facilities contained in the System in a good and workmanlike manner and in accordance with PROVIDER's then current preventative maintenance procedures.

(c) PROVIDER will maintain sufficient capability to teleconference with USER during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Fiber Optic Cable Facilities discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, PROVIDER will use the same effort to restore USER service as used to restore PROVIDER service. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, PROVIDER shall commence its planning for permanent repair, and thereafter promptly shall notify USER of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP).

(e) PROVIDER will maintain and supply an inventory of spare Fiber Optic Cable Facilities in storage facilities supplied and maintained by PROVIDER at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties.

7. Subcontracting.

PROVIDER may subcontract any of the maintenance services hereunder; provided that PROVIDER shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve PROVIDER of any of its obligations hereunder.

EXHIBIT F

Interconnections

1. USER's Right to Interconnect.

(a) Route Segments. The initial connection points for each Route Segment are described on Exhibit A-2.

(b) Splice Point - will be established at the PROVIDER selected splice points or at such other location as is acceptable to PROVIDER.

(c) Other Interconnection Points. USER may request that PROVIDER establish other interconnections of the USER Fibers at fiber distribution panels at Fiber Optic Cable Facilities end points or other particular agreed to splice points in meet me vaults subject to the terms and conditions of this Exhibit and the Agreement. USER shall reimburse PROVIDER's Costs of such installation work, including but not limited to reimbursement of all Costs associated with establishing the splice points.

(d) Access. USER shall have no right to access any Fibers within the Fiber Optic Cable Facilities or to enter any splice or PROVIDER vault. PROVIDER shall undertake all work to interconnect the USER Fibers and to construct and install the Associated Conduit, Fiber Optic Cable Facilities and appurtenances on its side of the demarcation point, and USER shall reimburse PROVIDER for its charges associated with such work within thirty (30) days of receipt of PROVIDER's invoice therefor.

2. Requests for Interconnections.

(a) Connection Requests. USER shall provide PROVIDER at least forty five (45) days' notice (the "Interconnect Notice") of the interconnection request and/or the date USER requests that a connection be completed. The Interconnect Notice shall set forth a description of the work required to be performed, including:

- (i) the connection location;
- (ii) a copy of USER's construction design drawings including a diagram of the desired location of the Interconnect; and
- (iii) all other information reasonably required by PROVIDER.

(b) Response to Requests. Within ten (10) days after receiving the Interconnect Notice, PROVIDER shall respond with its acceptance or objections to the proposed interconnection. PROVIDER will use commercially reasonable efforts to accommodate the request to establish a Route Segment within thirty (30) days of its acceptance of the proposed interconnection unless a longer period of time to establish the entrance is stated in PROVIDER's acceptance. Notwithstanding the foregoing, PROVIDER may restrict any work establishing an interconnection to a planned service work period. Interconnection of Buildings not

interconnected to PROVIDER's network on the Route Segment will be considered on a case-by-case basis. PROVIDER may decline to make a requested connection at their sole discretion.

3. Demarcation Points. PROVIDER shall designate an installation demarcation point and a maintenance demarcation point (which may be a different point) for each interconnection of the USER Fibers as necessary to safeguard and maintain PROVIDER's control over the System and in accordance with section 1 (b) above. PROVIDER shall perform all installation work on facilities on its side of the installation demarcation point and shall perform all post-installation work on facilities on its side of the maintenance demarcation point. USER shall reimburse PROVIDER's charges of such installation work as set forth in this Exhibit. All post-installation work shall be part of PROVIDER's maintenance obligations under the Agreement.

4. Testing following Interconnects. Following splicing at agreed upon interconnect points, PROVIDER and USER will cooperate, including access to each other's facilities to conduct fiber testing to verify connectivity.

5. Installation of Interconnect Facilities.

(a) Building Entrance Cable. If applicable, USER shall, prior to the requested connection date, provide a fiber optic cable containing the applicable number of fibers of sufficient length to allow PROVIDER to pull such cable from the installation demarcation point to the splice point, as applicable, with an additional length (minimum of 100 feet) sufficient for PROVIDER to perform splicing (the "Building Entrance Cable").

(b) Construction Standards. All Interconnect Facilities constructed and installed by PROVIDER for USER will meet or exceed generally accepted telecommunications industry standards, as reasonably determined by PROVIDER, and all requirements of PROVIDER's building management or insurance underwriters, and any applicable local, state and federal codes and public health and safety laws and regulations (including fire regulations and the National Electric Code).

(c) Right of Way Obligations. Except as otherwise agreed between the parties, USER shall provide, at its sole cost and expense, any and all necessary rights of way, easements, permits, access rights and/or any required consents or authorizations to the extent Interconnect Facilities are located outside of PROVIDER's existing System and the PROVIDER splice point located outside of the applicable Building, and PROVIDER-approved materials and equipment (including cables and conduit) necessary for the construction, use operation, maintenance and repair of each such Interconnect facility.

(d) Building Access. Notwithstanding anything herein to the contrary, USER shall be responsible for acquiring and maintaining, at its sole cost and expense, building access rights and the right to distribute USER's facilities and services in each Building to be connected to the USER Fibers pursuant to this Agreement. USER shall be solely responsible for third party cross connect fees and other charges and costs related to interconnection to the USER Fibers associated with each Building entrance.

(e) Determination of Splice Point and Demarcation Points for Building Entrances.

Upon receipt of an Interconnection Request for a Building entrance, the parties agree to reasonably cooperate in determining the suitable locations for the splice point and demarcation points for the applicable Building. In Buildings where PROVIDER does not have Building access, the splice point will generally be located at the Building serving manhole, and the installation demarcation point and maintenance demarcation point will be located at the interface of the Building with the applicable Building serving vault and/or electric conduit serving the Building. If the parties cannot reach agreement with respect to the locations of the splice point and demarcation points for any Building, PROVIDER shall have the right to determine the applicable locations; provided that USER may withdraw its Installation Request for the applicable Building prior to commencement of construction of the Building entrance if USER objects to the selected splice point and demarcation points.

(f) Space Constraints. Except for PROVIDER lit Buildings, PROVIDER may decline to establish a requested Building entrance if there is not adequate space remaining in the applicable Building conduit or other applicable facilities for a Building Entrance Cable containing the proposed number of fibers such that installation thereof would interfere with the operation of the other cables then installed within the Building conduit or facilities or would create an unreasonable risk of such interference as determined by PROVIDER in its reasonable discretion consistent with generally accepted standards and/or practices in the telecommunications industry.

6. Maintenance and Modification of Interconnect Facilities. USER shall provide all maintenance and repair of the Interconnect Facility on USER's side of the maintenance demarcation point and PROVIDER shall provide all maintenance and repair of the Interconnect facility on PROVIDER's side of the maintenance demarcation point. Any improvement, modification, addition to, relocation, or removal of the Interconnect facility by USER shall be subject to PROVIDER's prior review and written approval. USER shall pay the cost of such improvement, modification, addition to, relocation, or removal of the Interconnect Facility and the cost of repairing any damage due to USER's actions. However, subject to the terms of the Agreement, if PROVIDER initiates relocation or modification of the splice point and/or demarcation point for any Building entrance, such relocation or modification shall be at PROVIDER's Cost. PROVIDER's maintenance responsibility shall be limited to the Interconnect Facilities on its side of the maintenance demarcation point.

EXHIBIT G

Insurance Certificates



Legislation Details (With Text)

File #:	17-0564	Version:	1	Name:	Funding Authorization for OPEB Trust
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	9/18/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the fiscal year FY17 funding of \$1,493,809 to the Phase II Systems dba Public Agency Retirement Services (PARS) OPEB Trust.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the fiscal year FY17 funding of \$1,493,809 to the Phase II Systems dba Public Agency Retirement Services (PARS) OPEB Trust.

Recommendation(s): Staff recommends approval of the funding authorization to the Public Agency Retirement Services (PARS) OPEB Trust in the amount of \$1,493,809.

Summary: On September 11, 2017, City Council authorized Assistant City Manager, Jeff Kersten to execute documents establishing an Other Post-Employment Benefits Obligation (OPEB) Trust administered by Phase II Systems dba Public Agency Retirement Services (PARS) as part of a plan to proactively address the unfunded liability obligation related to providing healthcare to employees upon retirement.

The City currently carries an \$11,220,000 unfunded liability related to providing healthcare to employees upon retirement. That liability is growing on average 15.3% per year. The initial contribution to the OPEB Trust was discussed in the FY18 Proposed Budget Workshop on August 15th. The amount of \$1,493,809 was included in FY17 Year-End Estimate in the Employee Benefit Fund summary. Funding the obligation should improve the anticipated discount rate and reduce the OPEB liability. Additional funding for this trust of approximately \$1 million is also included in the FY 18 budget.

By implementing and funding the Trust and implementing plan design changes, the City expects to save an estimated \$980,000 for fiscal year 2018. These actions are anticipated to stabilize the liability and keep it from growing further.

Staff recommends approval funding the Trust in the amount of \$1,493,809 for fiscal year 2016-2017.

Budget & Financial Summary: Funds for this expenditure are included from the Plan Assets of the PARS Public Agencies Post-Retirement Health Care Plan Trust account. Funds are available and accounted for in the Employee Benefits Fund. They are ultimately being paid from the various City operating funds.

Reviewed and Approved by Legal: Yes

Attachments:

1. None



Legislation Details (With Text)

File #: 17-0524 **Version:** 1 **Name:**

Type: Contract **Status:** Consent Agenda

File created: 9/5/2017 **In control:** City Council Regular

On agenda: 9/25/2017 **Final action:**

Title: Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability and Special Events policies for Fiscal Year 2018. FY18 premiums for all lines of coverage are not to exceed \$500,223.

Sponsors: Alison Pond

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, Auto Property Damage, Cyber Liability and Special Events policies for Fiscal Year 2018. FY18 premiums for all lines of coverage are not to exceed \$500,223.

Relationship to Strategic Goals: (Select all that apply)

Good Governance
Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2017 to October 1, 2018.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, and EMT Liability insurance policies. Applications were also completed to solicit proposals for Cyber Liability, a line of coverage not previously carried. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The carrier's rate remained the same for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss; however, review of property values and covered locations along with Fleet exposure increases resulted in a 3.5 percent premium increase. The Fleet carrier's rate remained flat, but the City's vehicle schedule increased significantly due to updating and adding vehicles. The Auto Property Damage premium for vehicles for which the actual cash value is more than \$50,000 increased less than two percent. EMT liability coverage rates remained the same with no premium increase based on exposures (number of ambulances). Commercial crime coverage rates also

remained flat, with no premium increase. Cyber liability coverage has been added to the City's portfolio.

Overall, total insurance premiums for FY18, including the addition of cyber liability coverage, total \$488,880.00, an increase from FY17 of \$24,530.00 or approximately 5.28 percent.

Budget & Financial Summary: Funds are available in the FY18 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments: None

Legislation Details (With Text)

File #: 17-0534 **Version:** 1 **Name:** Budget Amendment #3
Type: Presentation **Status:** Agenda Ready
File created: 9/8/2017 **In control:** City Council Regular
On agenda: 9/25/2017 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3809 which will amend the budget for the 2016-2017 Fiscal Year in the amount of \$114,357; and presentation, possible action and discussion on a contingency transfer totaling up to \$400,000.
Sponsors: Mary Ellen Leonard

Indexes:

Code sections:

Attachments: [FY17 Budget Amendment #3 ordinance](#)
[FY17 BA #3 - revised 9-21-17](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3809 which will amend the budget for the 2016-2017 Fiscal Year in the amount of \$114,357; and presentation, possible action and discussion on a contingency transfer totaling up to \$400,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3, and approve the contingency transfer.

Summary: The proposed budget amendment is to increase the FY17 budget appropriations by \$114,357. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment. Also included is a contingency transfer item for authorization up to \$400,000. Contingency transfers greater than \$100,000 require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and the contingency transfer. If approved, the net revised budget appropriations will be \$347,808,874.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY17 Budget Amendment #3 Detail Listing
2. Ordinance

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #3) AMENDING ORDINANCE NO. 2016-3809 WHICH WILL AMEND THE BUDGET FOR THE 2016-2017 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 22, 2016, the City Council of the City of College Station, Texas, adopted Ordinance No. 2016-3809 approving its Budget for the 2016-2017 Fiscal Year; and

WHEREAS, on January 26, 2017, the City Council of the City of College Station, Texas, adopted Budget Amendment #1 amending the 2016-2017 Budget; and

WHEREAS, on July 27, 2017, the City Council of the City of College Station, Texas, adopted Budget Amendment #2 amending the 2016-2017 Budget; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2016-3809 is hereby amended by amending the 2016-2017 Budget adopted thereto by a net amount of \$114,357 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #3 shall be attached to and made a part of the 2016-2017 Budget.

PART 3: That except as amended hereby, Ordinance No, 2016-3809 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

The proposed budget amendment is to increase the FY17 budget for the items listed below by \$114,357. Also included is authorization for a contingency transfer in an amount of up to \$400,000. Contingency transfers greater than \$100,000 require Council approval and are therefore included as part of this Budget Amendment.

1. Hurricane Events – Contingency Transfer authorization up to \$400,000 (Contingency Transfer)

It is expected that considerable expenses will be incurred by City departments as a result of the City's response to Hurricane Harvey and Hurricane Maria. This item is for the authorization to transfer contingency budget up to an amount of \$400,000 to account for the hurricane related expenses that are estimated to have been incurred by the various City departments. The final fiscal impact should be calculated by the close of the fiscal year and contingency budget will be transferred for only the applicable amounts. Any difference between the amount authorized and the amount needed will remain in contingency.

2. Police Department – Various - \$54,357 (Budget Amendment)

In January 2017, a number of City of College Station Officers traveled to Washington D.C. to participate in the presidential inauguration. Expenses for the trip in the amount of \$49,957 were subsequently reimbursed. This item is to appropriate budget for the expenses incurred that were offset by the reimbursement received.

Also in FY17, the Police Department hosted a seminar related Homicide Investigations. Non-City of College Station Police Department attendees were charged a fee to subsidize the cost of the expenses incurred by the department. A total of \$4,400 was received. This item is to appropriate budget for the expenses incurred that were offset by the revenue received by the fees charged.

3. Fleet Maintenance Fund - \$60,000 (Budget Amendment)

FY17 expenditures in the Fleet Maintenance Fund are estimated to be over budget by approximately \$60,000. Higher costs than anticipated have been realized in FY17 primarily for parts and repairs as well as overtime. Funds for this item are available in the Fleet Maintenance Fund balance.



Legislation Details (With Text)

File #:	17-0543	Version:	2	Name:	FY18 Budget Adoption
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/12/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2017-2018 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	Appendix A1 - FY18 Budget Adoption Ordinance Appendix A2 - FY18 Attachment A IT submission revised 8-24-17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2017-2018 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2017-2018 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2017 - 2018 proposed budget. The City Council received the proposed budget on August 10, 2017 and held budget workshops on August 14th and August 15th. The City Council held a public hearing on the proposed budget on September 11th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year totaling \$5,841,002 or 16.87%.

The proposed tax rate is \$0.497500 per \$100 assessed valuation which is a two and one half cent increase over the FY17 tax rate.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	\$244,742,774
<u>Subtotal Capital:</u>	<u>120,957,260</u>
Total Proposed Budget:	\$365,700,034

Attachments:

1. FY18 Budget Ordinance with Attachment A

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2017-18 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2017, to September 30, 2018, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$100,000 or less.

PART 5: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this

budget for new and replacement equipment as set out in the 2017-18 Fiscal Year Equipment Replacement Fund, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

PART 6: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS ____th DAY OF SEPTEMBER, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement PCs (Desktops and Workstations)	200	1,000	200,000
Replacement Monitors	50	120	6,000
Replacement Printers	15	950	14,250
Replacement Laptops	45	850	38,250
Replacement Copiers			50,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replace Exchange servers	2	17,000	34,000
Replace single server	3	7,000	21,000
Server replacement parts			10,000
Server OS replacement/upgrade			7,000
Wireless Upgrade Project			215,000
Video Surveillance Project			336,981
SQL Std	3	4,000	12,000
Replacement UPS battery/units			25,000
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows 7/8, Frontpage, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel			
Computer Network Maint and Equipment Replacement			30,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			100,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			1,417,481
Service Level Adjustments			
Open Data Project Services			28,000
Weathermatic Irrigation System - PARD			60,000
Cisco Phone System Gateway VG Replacement			46,000

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
VMWare vRealize Operations Manager			62,000
Communication Infrastructure Improvements			30,000
Fiber to Lift Stations			64,000
CCWWTP Security Cameras			43,600
Subtotal - Service Level Adjustments			333,600
Unscheduled Replacements/Additions			
Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	50	1,000	50,000
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks			20,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows 7 Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos			20,000
Estimated Additional Printers/Plotters			15,000
Estimated Memory upgrades includes: desktop pcs, printers,laptops			2,000
Estimated PC misc parts includes: harddrives, network cards, network cards, network cables			8,000
Estimated Monitor upgrades includes: Flat Panel and larger than standard			5,000
Estimated Additional Scanners	20	800	16,000
Estimated Additional Moblie Devices/ Toughbook,laptops, tablets	65	1,500	97,500
Estimated Network Upgrades			20,000

ORDINANCE NO.

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Estimated Motorola Radio Repair/Replacement			15,000
Sub-Total Unscheduled Replacement/Additions			268,500

Phone System Maintenance

Cisco_SmartNet Maintenance			50,000
Subtotal - Phone System Maintenance			50,000

Network Software on Master License Agreement (MLA)

Microsoft Enterprise Agreement			85,000
Diskeeper			4,500
Voremetrics Encryption Software			5,500
Solarwinds			15,000
CommVault			40,000
VMWARE support through VMWare	32	900	28,800
Vcenter Support	2	1,499	2,998
ZenWorks Configuration Management - 904 nodes			11,000
ZenWorks Asset Management -904 nodes			4,700
ZenWorks Patch Management - 904 nodes			8,000
Subtotal - Network Software on MLA			205,498

PC Hardware and Software Maintenance/Subscriptions

HP Printer/Plotter Maintenance			8,000
AutoCAD			12,000
Adobe Creative Suite			15,000
Barracuda Spam/Spyware			5,500
Siemens Access Control System			28,000
Subtotal - PC Software Maintenance			68,500

IBM Hardware and Software Maintenance

Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2	4,500	9,000
Subtotal - IBM Hardware and Software Maintenance			24,000

Grand Total 2,367,579



Legislation Details (With Text)

File #:	17-0542	Version:	2	Name:	FY18 Tax Rate Adoption
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	9/12/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2017-2018 ad valorem tax rate of \$0.497500 per \$100 assessed valuation, the debt service portion being \$0.220339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	FY18 Tax Rate Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2017-2018 ad valorem tax rate of \$0.497500 per \$100 assessed valuation, the debt service portion being \$0.220339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.

Recommendation(s): Staff recommends Council adopt the effective tax rate of \$0.497500 per \$100 assessed valuation.

Summary: On August 15th, the City Council discussed the tax rate and called two public hearings on a tax rate of \$0.497500. This is a two and one half cent increase from the current tax rate.

The tax rate must be adopted as two separate components - one for Operations and Maintenance and one for Debt Service.

\$0.277161	O&M
<u>\$0.220339</u>	Debt Service
\$0.497500	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.472500
Effective Tax Rate:	\$0.444262
Rollback Rate:	\$0.517358
Proposed Tax Rate:	\$0.497500

Budgetary and Financial Summary: The proposed tax rate of \$0.497500 per \$100 assessed valuation will generate approximately \$43.3 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

Tax Rate Ordinance - \$0.497500 per \$100 assessed valuation

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2017-18 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2017-18 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty-nine and seventy-five hundredths cents (\$0.497500) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty-seven and seventy-one hundredths and sixty-one thousandths cents (\$0.277161) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty-two and three hundredths and thirty-nine thousandths cents (\$0.220339) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.05 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS ____th DAY OF SEPTEMBER 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Legislation Details (With Text)

File #:	17-0536	Version:	1	Name:	Utility Rate Ordinance Modification
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	9/8/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an ordinance amending Chapter 40, "Utilities" Articles I and II of the Code of Ordinances of the City of College Station, to establish an Account Creation Fee and to establish the water and sewer rate surcharge for customers in BCMUD-1.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Amended Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance amending Chapter 40, "Utilities" Articles I and II of the Code of Ordinances of the City of College Station, to establish an Account Creation Fee and to establish the water and sewer rate surcharge for customers in BCMUD-1.

Relationship to Strategic Goals:

- Financially sustainable city
- Core services and infrastructure.

Recommendation: Staff recommends approval of the ordinance amendment.

Summary: The attached ordinance amendment implements two changes to the Utility Fees and Rates. The first change is to establish a unified Account Creation Fee, and delete the existing fees (called Connection Fees) that have four different amounts that cause confusion and are not compatible with the new Tyler Munis utility billing system. This change will simplify and clarify the fee a customer must pay to create an account with CS Utilities. Please note that a separate item is being presented for Council consideration that will modify the Rates Resolution to establish the dollar amount of the Account Creation Fee.

The second change will implement a decision made by City Council in November 2016 to add a 50% surcharge to water and sewer customers in BCMUD-1, otherwise known as the Speedway MUD or Southern Point development. This surcharge will help offset the City's cost of adding utility capacity to meet the demands of the development.

These changes are necessary to meet operational costs and the demands of rapid growth, and staff recommends approval.

Budget & Financial Summary: The proposed Account Creation Fee is revenue neutral. The BCMUD-1 surcharge will provide the same revenue as would impact fees, but spread over approximately 20 years.

Attachment: Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW SECTION 40-15 “ACCOUNT CREATION FEE” IN CHAPTER 40, “UTILITIES”, ARTICLE I, “IN GENERAL”, AND AMENDING CHAPTER 40, “UTILITIES”, ARTICLE II, “WATER AND SEWER SERVICE”, DIVISION 2, “RATES, USAGE CHARGES AND FEES”, SECTIONS: 40-63 “CONNECTION FEES REQUIRED FOR WATER SERVICE”, 40-64 “RATES FOR WATER SERVICE”, AND 40-65 “RATES FOR SEWER SERVICE”, 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 a new Section 40-15 “Account Creation Fee” in Chapter 40, “Utilities,” Article I, “In General”, be created in the Code of Ordinances of the City of College Station, Texas, as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** That Chapter 40, “Utilities”, Article II, “Water and Sewer Service”, Division 2, “Rates, Usage Charges and Fees”, Sections: 40-63 “Connection Fees Required for Water Service”, 40-64 “Rates for Water Service”, and 40-65 “Rates for Sewer Service”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 3:** 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 4:** 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 5: 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 _____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That a new Section 40-15 “Account Creation Fee” in Chapter 40, “Utilities,” Article I, “In General”, of the Code of Ordinances of the City of College Station, Texas, is hereby created to read as follows:

Article I. - In General**Sec. 40-15. - Account creation fee.**

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City for that account; established in Section 2-117.

EXHIBIT “B”

That Chapter 40, “Utilities”, Article II, “Water and Sewer Service”, Division 2, “Rates, Usage Charges and Fees”, Sections: 40-63 “Connection Fees Required for Water Service”, 40-64 “Rates for Water Service”, and 40-65 “Rates for Sewer Service” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

Article II. - Water and Sewer Service**Division 2. - Rates, Usage Charges and Fees****~~Sec. 40-63. - Connection fees required for water service.~~**

- ~~i. Residential customers. Water connection fee **\$10.00**.~~
- ~~ii. Commercial and industrial customers. Water connection fee **\$20.00**.~~

Sec. 40-64. - Rates for water service.

...

(6) Residential and Commercial customers in Brazos County Municipal Utility District #1 shall pay all established rates, with an additional fifty-percent (50%) surcharge; established in Section 2-117.

Sec. 40-65. - Rates for sewerage service.

...

(1) Residential and Commercial customers in Brazos County Municipal Utility District #1 shall pay all established rates, with an additional fifty-percent (50%) surcharge; established in Section 2-117.



Legislation Details (With Text)

File #:	17-0537	Version:	1	Name:	Utility Rate Resolution Modification
Type:	Resolution	Status:		Status:	Agenda Ready
File created:	9/8/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an amendment to the Utility Rates Resolution, to implement a 6% water rate increase, set the amount of the Account Creation Fee, and establish the water and sewer rate surcharge for customers in BCMUD-1.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Revised Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an amendment to the Utility Rates Resolution, to implement a 6% water rate increase, set the amount of the Account Creation Fee, and establish the water and sewer rate surcharge for customers in BCMUD-1.

Relationship to Strategic Goals:

- Financially sustainable city
- Core services and infrastructure.

Recommendation: Staff recommends approval of the resolution amendment.

Summary: The attached utility rates resolution amendment implements three changes to the Utility Fees and Rates. The first change is to implement the water rate increase discussed with City Council at the Budget Hearing on August 15, 2017. A 6% across the board water rate increase is required to meet increasing operational costs and meet ongoing bond obligations. This increase will be effective on July 1, 2018.

The second change is to establish \$30 as the amount of the Account Creation Fee. This fee will recover the actual administrative cost to create a new utility customer account in the utility billing system. Please note, the prior Ordinance amendment created this fee and deleted the four different existing fees (called Connection Fees).

The third change will simply mirror the prior Ordinance change, to implement a 50% surcharge to water and sewer customers in BCMUD-1, otherwise known as the Speedway MUD or Southern Point development. This surcharge will help offset the City's cost of adding utility capacity to meet the demands of the development.

These changes are necessary to meet operational costs and the demands of rapid growth, and staff

recommends approval.

Budget & Financial Summary: The water rate increase is required to meet increasing operational costs and meet ongoing bond obligations. The proposed Account Creation Fee is revenue neutral. The BCMUD-1 surcharge will provide the same revenue as would impact fees, but spread over approximately 20 years.

Attachment: Amended Rate and Fee Resolution (A-1)

RESOLUTION NO. 08-10-17-2q-A-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AMENDING RESOLUTION NO. 08-10-17-2Q THAT ESTABLISHED THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the amended fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, as amended by this Resolution and as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That this resolution shall take effect ten (10) days from and after its passage.

ADOPTED this ____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 40: UTILITIES

1. Article I. In General

f. Sec. 40-15. Account creation fee.

- i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **\$30.00**.

2. Article II. Water and Sewer Service

Division 2. Rates, Usage Charges and Fees

a. Sec. 40-64. Rates for water service. (bracketed rates effective 1 July 2018*)**

- i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
- ii. Service charge: established in Section 2-117.
- | <u>Meter Size</u> | <u>Service Charge per Month</u> |
|-------------------|---------------------------------|
| 1. ¾ inch | \$10.19 (*\$10.80) |
| 2. 1 inch | \$12.78 (*\$13.55) |
| 3. 1.5 inch | \$19.03 (*\$20.17) |
| 4. 2 inch | \$30.05 (*\$31.85) |
| 5. 3 inch | \$94.84 (*\$100.53) |
| 6. 4 inch | \$140.90 (*\$149.35) |
| 7. 6 inch | \$171.53 (*\$181.82) |
| 8. 8 inch | \$171.53 (*\$181.82) |
- iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:
1. **\$2.26 (*\$2.40)** per 1,000 gallons for usage from 0—10,000 gallons
 2. **\$2.94 (*\$3.12)** per 1,000 gallons for usage from 11,000—15,000 gallons
 3. **\$3.61 (*\$3.83)** per 1,000 gallons for usage from 16,000—20,000 gallons
 4. **\$4.28 (*\$4.54)** per 1,000 gallons for usage from 21,000—25,000 gallons
 5. **\$4.96 (*\$5.26)** per 1,000 gallons for usage of 26,000 gallons and more
- iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:
1. **\$2.49 (*\$2.64)** per 1,000 gallons
- v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:
1. **\$2.68 (*\$2.84)** per 1,000 gallons
 2. **\$2.49 (*\$2.64)** per 1,000 gallons Residential Multifamily 3 plus units
- vi. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge.

b. Sec. 40-65. Rates for sewerage service.

- i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
 - 1. Service charge: **\$20.28** for first 4,000 gallons of water metered.
 - 2. Usage charge: **\$4.06** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
 - 3. Maximum billing: **\$44.64** cap for metered water is 10,000 gallons.
- ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **\$25.80**.
- iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **\$16.10**.
- iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.06** per 1,000 gallons of water usage.
- v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.83** per 1,000 gallons of water usage.
- vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:
 - 1. Service charge as **\$17.40** per month.
 - 2. Usage charge as **\$4.83** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.
- vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:
 - 1. 0—5,000 gallons per month **\$20.28**
 - 2. 5,001—7,000 gallons per month **\$28.39**
 - 3. 7,001—9,000 gallons per month **\$36.51**
 - 4. 9,001—10,000 > gallons per month **\$44.64**
- viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment

system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **\$49.05**.

- ix.** All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay **1.15 times** the amounts set forth above.
- x.** Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added 50% surcharge.

c. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

- i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is *(*bracketed rates effective 1 July 2018):*

Meter Size	Charge
a. ¾ inch	\$607.00 (*\$643.42)
b. 1 inch	\$739.00 (*\$783.34)
c. 1 ½ inch	\$2,001.00 (*\$2,121.06)
d. 2 inch	\$2,961.00 (*\$3,138.66)

2. For three-inch and larger water meters, a **\$100.00** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

- ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

Sewer Connection Size	Charge
a. 4 inch / RESIDENTIAL	\$350.00
b. 6 inch / NONRESIDENTIAL	\$100.00

d. Sec. 40-67. Fire flow testing.

- i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.

1. Fire Flow Test Fee: **\$100.00** per tested hydrant.



Legislation Details (With Text)

File #:	17-0556	Version:	3	Name:	Rezoning – Hartzell Elkin Tract
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial, E Estate and NAP Natural Areas Protected on approximately 35 acres of land being situated at the northwest intersection of William D. Fitch Parkway and Rock Prairie Road. Case #REZ2017-000010				
Sponsors:	Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Background Information SAM & Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial, E Estate and NAP Natural Areas Protected on approximately 35 acres of land being situated at the northwest intersection of William D. Fitch Parkway and Rock Prairie Road. Case #REZ2017-000010

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item at their September 7th meeting and voted unanimously to recommended approval.

Summary: This request is amending the zoning district boundaries on the property to rezone approximately 35 acres from R Rural to SC Suburban Commercial on approximately 21.2 acres, to E Estate on approximately 9.6 acres and to NAP Natural Areas Protected on approximately 4.6 acres.

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated on the Comprehensive Plan's Future Land Use and Character Map as Suburban Commercial on the northwest intersection of William D. Fitch and Rock Prairie Road. The remainder of the property is designated as Estate with the portion located within and near the floodplain designated as Natural Areas Reserved. The rezoning request for the subject property is consistent with these designations.

The Suburban Commercial designation is intended for commercial activities that cater primarily to nearby residents and are areas that tend to be small in size and located adjacent to major roadways. The design of structures in this land use are intended to be compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses. SC Suburban Commercial is proposed at the intersection of Rock Prairie Road and William D. Fitch Parkway, which will allow for commercial development that is compatible with the adjacent and surrounding single-family residential.

The Estate designation is generally for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. E Estate is proposed along William D. Fitch Parkway, adjacent to the proposed SC Suburban Commercial. E Estate will allow low density residential development.

Natural Areas Reserved is for areas permanently protected from development. Such areas are preserved for their natural function or for park, recreation, or greenways opportunities. These areas include areas such as regulatory floodway, publicly owned open space, conservation easement, and public parks. The portion proposed for NAP Natural Areas Protected is the approximate location of the 100-year floodplain, which will preserve this portion of the property in its natural state.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property is currently zoned R Rural, which allows for agricultural type uses and large lot single-family. The property is currently vacant and undeveloped.

Properties to the east, south and southwest are also zoned R Rural and are generally vacant and undeveloped with the exception of the CSISD bus barn to the west, across Rock Prairie Road. The properties to the west, low to medium density single-family development in the future Williams Creek Lake Estates, are zoned RS Restricted Suburban, along Rock Prairie Road, and E Estate.

The proposed zoning district, SC Suburban Commercial on approximately 21 acres, will allow for low-density commercial uses that provide services to nearby residents and intend to be compatible with the character of suburban single-family neighborhoods. The E Estate zoning proposed on approximately 9.6 acres, will allow low-density single-family development similar to the adjacent Williams Creek Lake Estates Subdivision. The NAP Natural Areas Protected zoning, proposed on approximate 4.6 acres, will allow little to no development. This district is intended to preserve the natural state of the property and allow uses for recreational or open spaces purposes.

- 3. Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment:** The proposed zoning district,

SC Suburban Commercial on approximately 21 acres, at the intersection of two thoroughfares, William D. Fitch Parkway and Rock Prairie Road is suitable for this property. It will allow for low-density commercial uses that provide services to nearby neighborhoods while being compatible with the character of suburban single-family neighborhoods. The E Estate zoning proposed on approximately 9.6 acres, along William D. Fitch Parkway, will allow for the subdivision of one acre single-family lots or lots averaging 20,000 square feet if clustered around open space. NAP Natural Areas Protected is proposed at the northwest portion of the tract, approximate 4.6 acres, where the area is designated as FEMA floodplain. This zoning district will allow little to no development and intended to preserve the property in its natural state.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is vacant and undeveloped. The existing zoning of R Rural will allow for one single-family home and for agricultural uses. Although the property can be developed with the current zoning district, it is not suitable for this property given the recent single-family development in the general area.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The marketability of the entire tract will increase if rezoned. Currently the property is marketable as an agricultural homestead due to the current zoning district, R Rural. In comparison, the portion proposed to be rezoned to SC Suburban Commercial, approximately 21 acres at the intersection of two major thoroughfares, will allow for commercial uses that will served the nearby neighborhoods. The portion, approximately 9.6 acres, proposed as E Estate will allow for the development of multiple low-density single-family lots, which is adjacent to William Creek Lake Estates, a low to median density single-family subdivision. The remainder of the property, proposed as NAP Natural Areas Protected would likely have a low market value given that the floodplain within this portion of the property would not allow for the development of structures.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 18-inch water main on the south side of Rock Prairie Road. The site will have sanitary sewer access via an 8-inch sewer line, which was recently extended along the northwest of the property, from an existing 12-inch sewer main from William D. Fitch Parkway. Water and sewer mains will need to be extended to serve all lots at the time of final platting.

The subject property is located in the Carter Creek Drainage Basin. There is FEMA regulated floodplain on the northwest portion of the property. Detention will need to be evaluated and designed in accordance with the BCS Unified Stormwater Design Guidelines.

The property has frontage to a future four-lane Minor Arterial, Rock Prairie Road, and to a six-lane Major Arterial, William D. Fitch Parkway. Access to the future development will require the extension and street connection to future Williams Lake Drive, two-lane Minor Collector, and Joe Will Drive.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: September 7, 2017
Advertised Council Hearing Dates: September 25, 2017

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
Williams Creek HOA

Property owner notices mailed: Seven (7)
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Estate	Estate	Future Williams Creek Lake Estates
South (across William D. Fitch Pkwy.)	Restricted Suburban	R Rural	Vacant
East (across William D. Fitch Pkwy.)	Estate	R Rural	Vacant
West (across Rock Prairie Road)	Institutional/Public	R Rural	CSISD Administrative Office & bus barn

DEVELOPMENT HISTORY

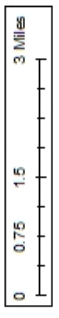
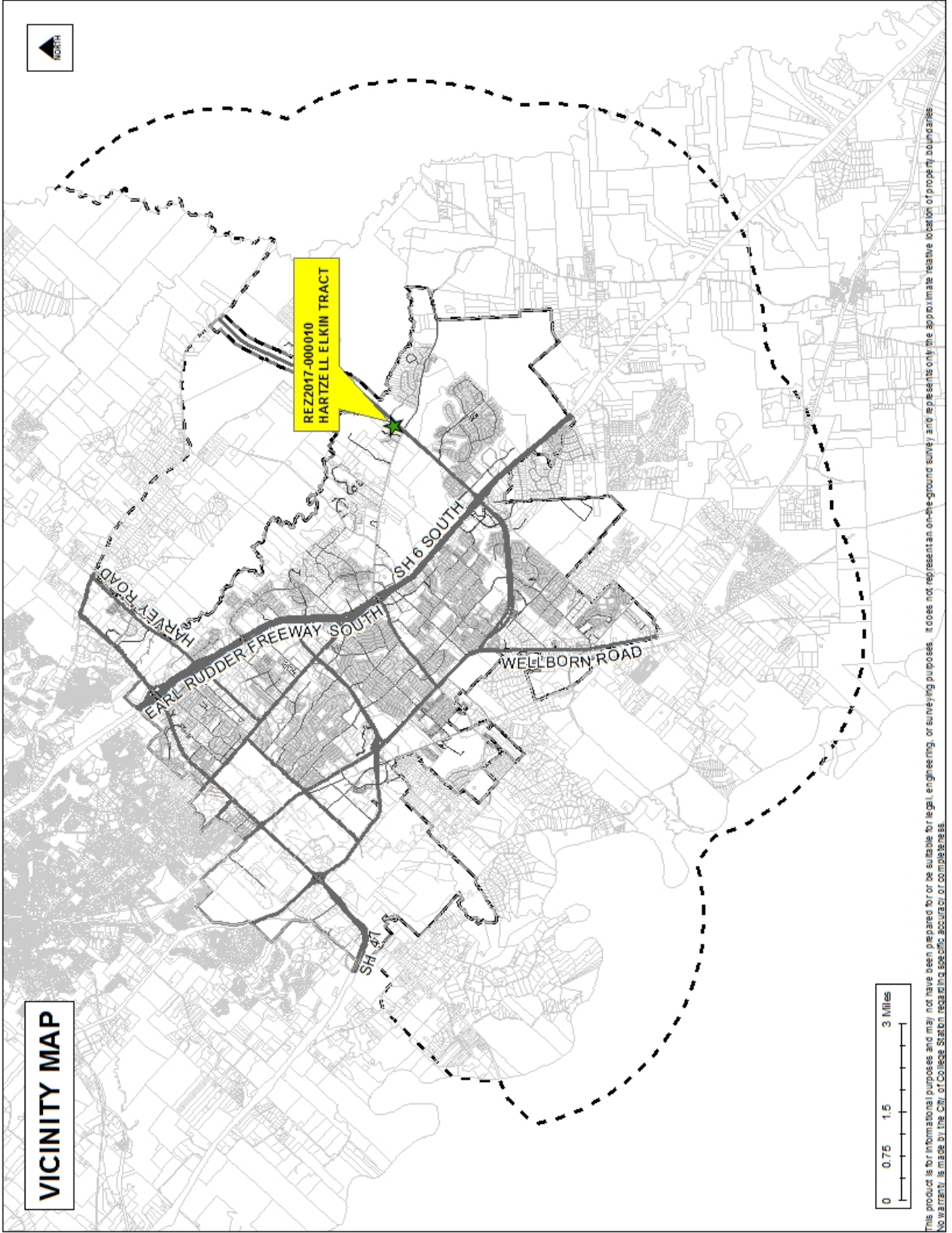
Annexation: October 13, 1983 & November 24, 2002
Zoning: A-O Agricultural Open upon Annexation
A-O Agricultural Open renamed to R Rural in 2014
Final Plat: Property is unplatted

Site development: Property is currently vacant and undeveloped.

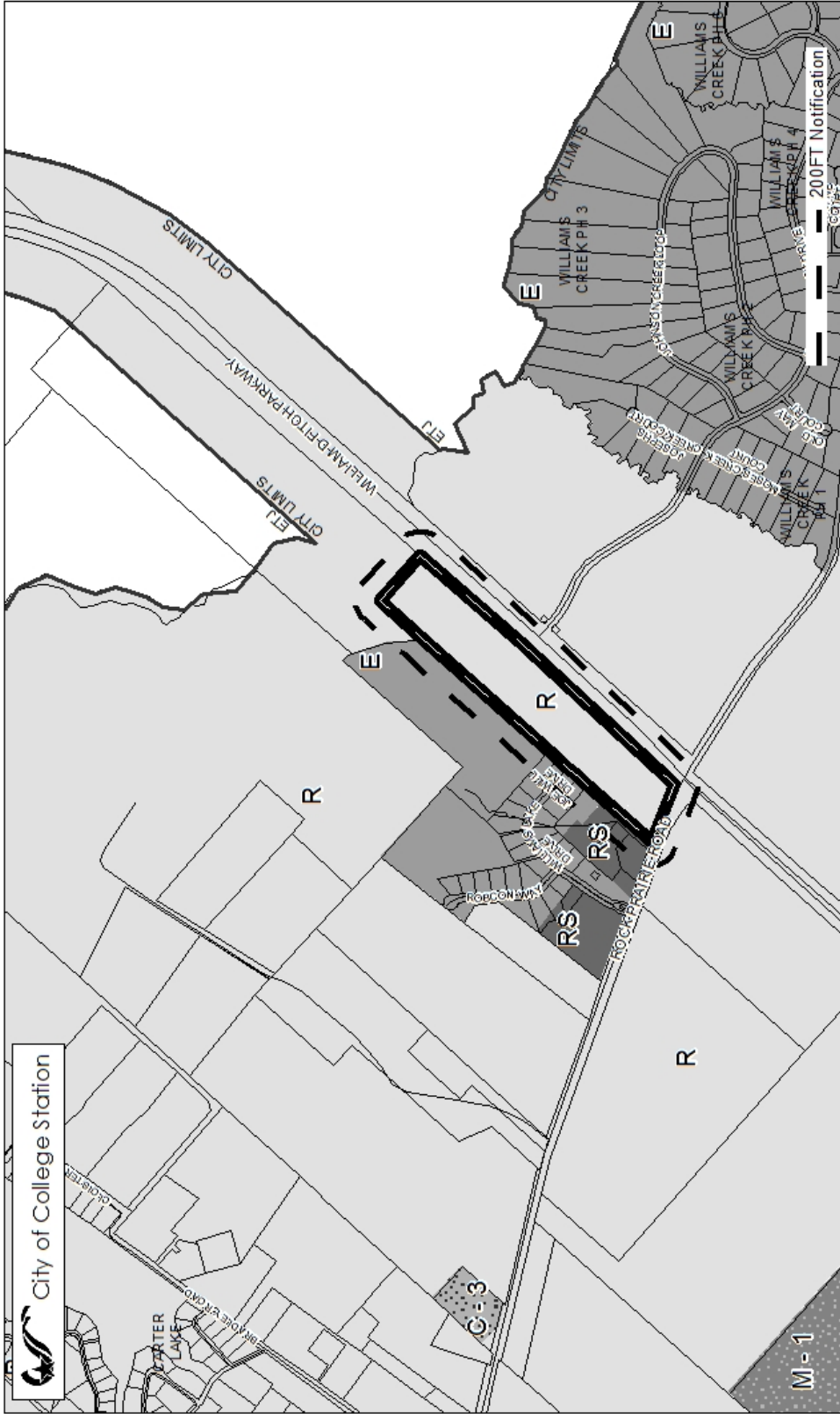


VICINITY MAP

REZ2017-000010
HARTZELL ELKIN TRACT



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



ZONING DISTRICTS (in Grayscale)

Residential	Mixed-Use	Commercial Industrial	Planned Districts	Design Districts	Overlay Districts	Retired Districts
R Rural	MU Mixed-Use	CI Commercial Industrial	P-MUD Planned Mixed-Use Dist.	WPC Wolf Pen Creek Dev. Cor.	OV Corridor Ovr.	R-1B Single Family Residential
E Estate	MHP Manufactured Home Pk.	BP Business Park	P-MUD Planned Mixed-Use Dist.	NG-1 Core Northgate	RDD Redevelopment District	R-4 Multi-Family
RS Restricted Suburban	Non-Residential	BPI Business Park Industrial	C-U College and University	NG-2 Transitional Northgate	KPO Krenek Tap Ovr.	R-6 High Density Multi-Family
GS General Suburban	NAP Natural Area Protected	C-U College and University	P-MUD Planned Mixed-Use Dist.	NG-3 Residential Northgate	NPO Nbrhd. Prevailing Ovr.	RD Research and Dev.
D Duplex	O Office	GC General Commercial	PDD Planned Develop. Dist.	HP Historic Preservation Ovr.	M-1 Light Industrial	M-2 Heavy Industrial
T Townhome	SC Suburban Commercial					
MF Multi-Family						

City of College Station

HARTZELL ELKIN TRACT

REZONING

Case:
REZ2017-000010

Case:
REZ2017-000010

0 1,150 2,300 Feet

200FT Notification

EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 12-4.2, “OFFICIAL ZONING MAP,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 35 ACRE BEING SITUATED AT THE NORTHWEST INTERSECTION OF WILLIAM D. FITCH PARKWAY AND ROCK PRAIRIE ROAD CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 12-4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** 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 25th day of September 2017

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R Rural to SC Suburban Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
21.147 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 35.37 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO HARTZELL ELKINS RECORDED IN VOLUME 1920, PAGE 323 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A POINT (N:10197489.33, E:3585127.02) ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY (CALLED 19.53 ACRE R.O.W. TRACT, 3436/131). SAID POINT LYING WITHIN THE APPARENT RIGHT-OF-WAY OF ROCK PRAIRIE ROAD WEST AND MARKING THE SOUTH CORNER OF SAID 35.37 ACRE TRACT. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE – GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-257 (N:10194481.85, E:3593170.56) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 69° 59' 31" W ALONG ROCK PRAIRIE ROAD AND THE SOUTHWEST LINE OF SAID 35.37 ACRE TRACT FOR A DISTANCE OF 534.01 FEET (DEED CALL: N 66° 55' 11" W – 39.14 FEET PASS A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 1916.15 FEET TO A POINT. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND BEARS: N 41° 40' 24" E FOR A DISTANCE OF 770.85 FEET, AND A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET MARKING THE NORTH CORNER OF SAID 35.37 ACRE TRACT BEARS: N 41° 40' 24" E FOR A DISTANCE OF 1192.08 FEET;

THENCE: S 47° 53' 23" E THOROUGH SAID 35.37 ACRE TRACT FOR A DISTANCE OF 517.19 FEET TO A POINT ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY. FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET BEARS: N 42° 13' 11" E FOR A DISTANCE OF 399.44 FEET, FROM WHICH; A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND MARKING THE EAST CORNER OF SAID 35.37 ACRE TRACT BEARS: N 41° 26' 20" E FOR A DISTANCE OF 796.60 FEET (DEED CALL: N 44° 31' 52" E – 796.60 FEET, 1920/323);

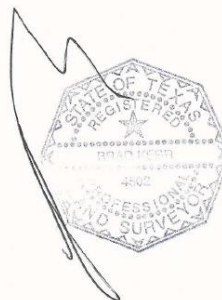
THENCE: ALONG THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY FOR THE FOLLOWING CALLS:

S 42° 13' 11" W FOR A DISTANCE OF 903.86 FEET (TOTAL DEED CALL: S 45° 16' 47" W – 1303.46 FEET, 1920/323) TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET;

S 42° 32' 22" W, AT 778.99 FEET PASS A ¼ INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 811.34 FEET (DEED CALL: S 45° 36' 47" W – 811.12 FEET, 1920/323) TO THE **POINT OF BEGINNING** CONTAINING 21.147 ACRES OF LAND (CALCULATED SURFACE) AS SURVEYED ON THE GROUND JUNE 2017. SEE PLAT PREPARED JULY 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMINE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000954598.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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The following property is rezoned from R Rural to E Estate:

**METES AND BOUNDS DESCRIPTION
OF A
9.601 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 35.37 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO HARTZELL ELKINS RECORDED IN VOLUME 1920, PAGE 323 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A POINT (N:10198756.50, E:3586282.94) ON THE SOUTHEAST LINE OF SAID 35.37 ACRE TRACT AND THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY (CALLED 19.53 ACRE R.O.W. TRACT, 3436/131). FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET BEARS: S 42° 13' 11" W FOR A DISTANCE OF 903.86 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE – GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-257 (N:10194481.85, E:3593170.56) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 47° 53' 23" W THROUGH SAID 35.37 ACRE TRACT FOR A DISTANCE OF 517.19 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 35.37 ACRE TRACT AND THE SOUTHEAST LINE OF THE REMAINDER OF A 71.136 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO WILLIAMS CREEK LAKE ESTATES, INC. RECORDED IN VOLUME 12947, PAGE 132 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND ON THE NORTHEAST LINE OF ROCK PRAIRIE ROAD BEARS: S 41° 40' 24" W FOR A DISTANCE OF 1877.02 FEET;

THENCE: N 41° 40' 24" E ALONG THE NORTHWEST LINE OF SAID 35.37 ACRE TRACT, AT 770.85 FEET PASS A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 806.42 FEET TO A POINT. FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET MARKING THE NORTH CORNER OF SAID 35.37 ACRE TRACT BEARS: N 41° 40' 24" E FOR A DISTANCE OF 385.66 FEET;

THENCE: THROUGH SAID 35.37 ACRE TRACT FOR THE FOLLOWING CALLS:

S 52° 45' 43" E FOR A DISTANCE OF 40.54 FEET TO A POINT;

S 82° 20' 15" E FOR A DISTANCE OF 48.97 FEET TO A POINT;

S 51° 21' 25" E FOR A DISTANCE OF 47.80 FEET TO A POINT;

S 04° 40' 56" E FOR A DISTANCE OF 57.64 FEET TO A POINT;

S 38° 52' 14" E FOR A DISTANCE OF 172.51 FEET TO A POINT;

S 64° 04' 14" E FOR A DISTANCE OF 38.40 FEET TO A POINT;

S 68° 18' 24" E FOR A DISTANCE OF 103.46 FEET TO A POINT;

S 36° 53' 15" E FOR A DISTANCE OF 18.66 FEET TO A POINT;

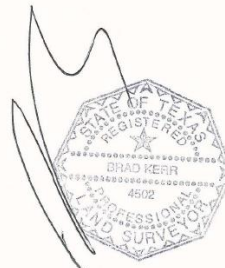
S 87° 03' 20" E FOR A DISTANCE OF 33.45 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 35.37 ACRE TRACT AND THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND MARKING THE EAST CORNER OF SAID 35.37 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 82.36 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO MILTON BARRY HENDLER, JR. RECORDED IN VOLUME 9877, PAGE 119 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS BEARS: N 41° 26' 20" E FOR A DISTANCE OF 357.74 FEET;

THENCE: S 41° 26' 20" W ALONG THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY FOR A DISTANCE OF 438.86 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET;

THENCE: S 42° 13' 11" W CONTINUING ALONG THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY FOR A DISTANCE OF 399.44 FEET TO THE **POINT OF BEGINNING** CONTAINING 9.601 ACRES OF LAND (CALCULATED SURFACE) AS SURVEYED ON THE GROUND JUNE, 2017. SEE PLAT PREPARED JULY, 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMINE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000954598.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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The following property is rezoned from R Rural to NAP Natural Areas Protected:

**METES AND BOUNDS DESCRIPTION
OF A
4.634 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 35.37 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO HARTZELL ELKINS RECORDED IN VOLUME 1920, PAGE 323 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND (N:10199649.50, E:3587078.56) ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY (CALLED 19.53 ACRE R.O.W. TRACT, 3436/131) MARKING THE EAST CORNER OF SAID 35.37 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 82.36 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO MILTON BARRY HENDLER, JR. RECORDED IN VOLUME 9877, PAGE 119 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE – GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-257 (N:10194481.85, E:3593170.56) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: S 41° 26' 20" W ALONG THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY FOR A DISTANCE OF 357.74 FEET TO A POINT MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT. FOR REFERENCE, A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET BEARS: S 41° 26' 20" W FOR A DISTANCE OF 438.86 FEET (TOTAL **THENCE:** THROUGH SAID 35.37 ACRE TRACT FOR THE FOLLOWING CALLS:

N 87° 03' 20" W FOR A DISTANCE OF 33.45 FEET TO A POINT;

N 36° 53' 15" W FOR A DISTANCE OF 18.66 FEET TO A POINT;

N 68° 18' 24" W FOR A DISTANCE OF 103.46 FEET TO A POINT;

N 64° 04' 14" W FOR A DISTANCE OF 38.40 FEET TO A POINT;

N 38° 52' 14" W FOR A DISTANCE OF 172.51 FEET TO A POINT;

N 04° 40' 56" W FOR A DISTANCE OF 57.64 FEET TO A POINT;

N 51° 21' 25" W FOR A DISTANCE OF 47.80 FEET TO A POINT;

N 82° 20' 15" W FOR A DISTANCE OF 48.97 FEET TO A POINT;

N 52° 45' 43" W FOR A DISTANCE OF 40.54 FEET TO A POINT ON THE COMMON LINE OF SAID 35.37 ACRE TRACT AND SAID 82.36 ACRE TRACT. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND BEARS: S 41° 40' 24" W FOR A DISTANCE OF 35.57 FEET AND ANOTHER ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND ON THE NORTHEAST LINE OF ROCK PRAIRIE ROAD BEARS: S 41° 40' 24" W FOR A DISTANCE OF 2683.43 FEET;

THENCE: N 41° 40' 24" E ALONG THE COMMON LINE OF SAID 35.37 ACRE TRACT AND SAID 82.36 ACRE TRACT FOR A DISTANCE OF 385.66 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED 'KERR 4502' SET. FOR REFERENCE, A 6 INCH CEDAR FENCE CORNER POST FOUND BEARS: S 20° 00' 16" E FOR A DISTANCE OF 1.04 FEET;

THENCE: S 48° 19' 36" E ALONG THE COMMON LINE OF SAID 35.37 ACRE TRACT AND SAID 82.36 ACRE TRACT FOR A DISTANCE OF 517.73 FEET (DEED CALL: S 45° 15' 11" E – 517.65 FEET, 1920/323) TO THE **POINT OF BEGINNING** CONTAINING 4.634 ACRES OF LAND (CALCULATED SURFACE) AS SURVEYED ON THE GROUND JUNE, 2017. SEE PLAT PREPARED JULY, 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMINE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000954598.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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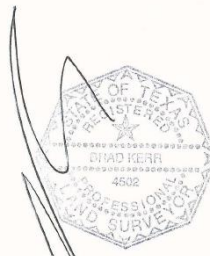


EXHIBIT “B”

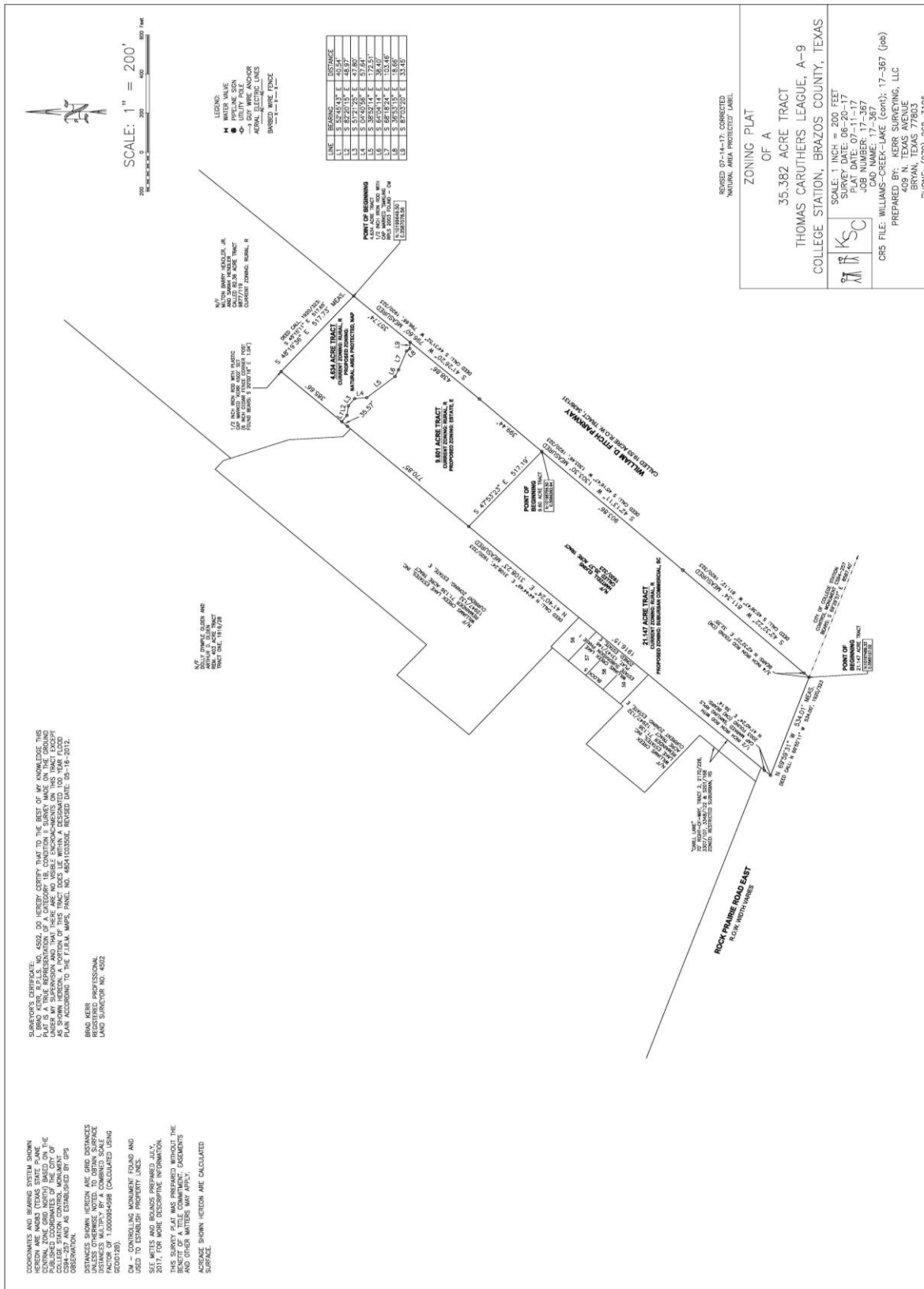


EXHIBIT "C"

PROPOSED
Zoning



EXISTING
Zoning



Legislation Details (With Text)

File #:	17-0557	Version:	1	Name:	Rezoning – Wolters Tract
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the zoning designation from R Rural to RS Restricted Suburban and NAP Natural Areas Protected for approximately 46 acres located near North Forest Parkway, generally located north of Appomattox Drive and Emerald Forest Subdivision. Case # REZ2016-000020				
Sponsors:	Madison Thomas				
Indexes:					
Code sections:					
Attachments:	Background Information Aerial and Small Area Map (SAM) Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the zoning designation from R Rural to RS Restricted Suburban and NAP Natural Areas Protected for approximately 46 acres located near North Forest Parkway, generally located north of Appomattox Drive and Emerald Forest Subdivision. Case # REZ2016-000020

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission heard this item on 17 August and voted 5-0 to recommend approval.

Summary: The applicant is requesting a rezoning from R Rural to RS Restricted Suburban and NAP Natural Areas Protected. The RS zoning district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses and provided with necessary and adequate facilities and services. The applicant proposes single-family residential development on the property. The NAP area is a designated buffer area along Carters Creek, which runs along the property boundary. It creates a separation between the residential zoned area and the creek bed which can be considered hazardous in some places.

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Restricted Suburban. This land use designation is generally for areas that should have a moderate level of development activities. These areas will tend to consist of medium-density single-family residential lots (average 8,000 square feet) when clustered around open space, or larger lot sizes when not clustered. The proposed zoning permits single-family residential lots, allowing the property to be developed consistent with the Comprehensive Plan.

The property along the creek is designated as Natural Areas Reserved to protect the land along the edge of the creek. Natural Areas Reserved designation is for areas that represent a constraint to development, and should be preserved for their natural function.

The applicant is proposing to rezone this area as Natural Areas Protected to prohibit development too close to the creek bed, which is consistent with the Comprehensive Plan.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the south of the subject property are developed as single-family homes zoned General Suburban. This proposed zoning change would be similar to, though less dense than what already exists to the south of it. The adjacent property of undeveloped and agricultural uses is similarly compatible with the potential Restricted Suburban subdivision or for portions of it to remain as an agricultural use to graze livestock on. The wastewater treatment plant to the west of the property would not be ideal adjacent to any residential uses.

The NAP area is a designated buffer area along the creek that runs along the property boundary. It creates a separation between the residential zoned area and the creek bed which can be considered hazardous in some places due to the steep slopes along the bank of the creek.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Under RS Restricted Suburban, the property would be allowed to develop as single-family homes with lots that average 10,000 square feet or if clustered 8,000 square feet. The subject property would connect to the existing Spring Creek Street and would function similar to a continuation of the adjacent neighborhood. The creek, along its northern boundary and the floodplain on the adjacent property to the east create natural buffers around the proposed site. As previously stated, a wastewater treatment plant is not an ideal use adjacent to single-family.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could currently develop as a rural subdivision with larger lots. Due to limited access to this property, a subdivision with larger, fewer lots would be more feasible. This property is currently being used as a pasture for livestock and could continue as this use.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could be marketed as an R Rural subdivision with 3 acre lot averages or it could remain agricultural as it does have limited agricultural potential. Overall, the proposed RS Restricted Suburban and NAP Natural Area Protected rezoning are anticipated to increase the

marketability of the property.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be served by the City of College Station. There's an existing 8-inch waterline on the western side that the development may utilize to extend and serve the properties.

Sanitary Sewer service is available via an existing 27-inch sewer trunk line that is crossing the subject tract. The Water/Wastewater department is coordinating with the developer to acquire public utility easements for the future master planned sewer trunk lines.

The majority of the northern subject tract is in the Carter Creek Drainage Basin. The other southern half of the tract is in the Bee Creek Drainage Basin. The subject tract does not require detention.

Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. All other infrastructure appear to have adequate capacity to serve the proposed rezoning.

STAFF RECOMMENDATION

Staff recommends approval.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: August 17, 2017
Advertised Council Hearing Date: September 25, 2017

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Emerald Forest HOA

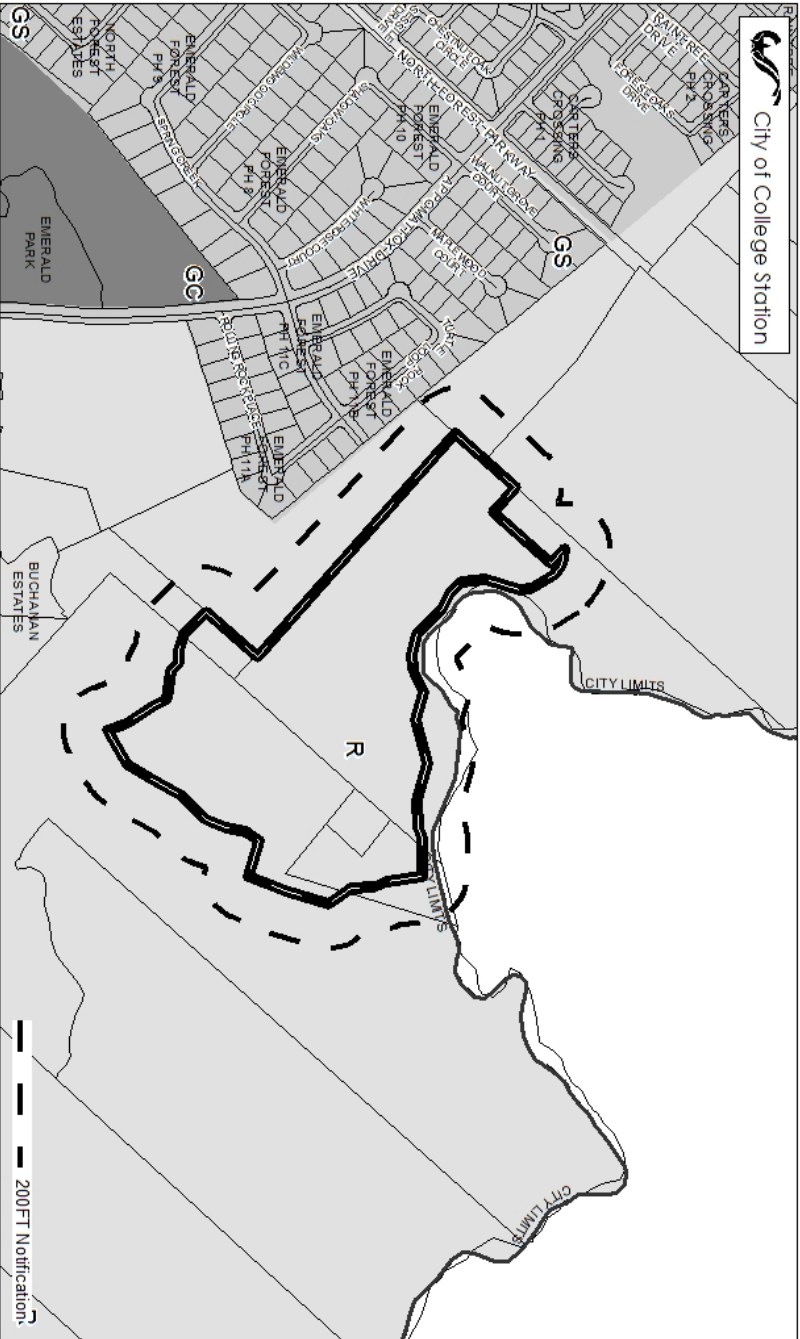
Property owner notices mailed: 6
Contacts in support: 1
Contacts in opposition: 1
Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	None (ETJ)	Undeveloped
South	General Suburban and Natural Areas Reserved	General Suburban and Rural	Single-family homes
East	Natural Areas Reserved	Rural	Undeveloped
West	Utilities	Rural	Wastewater Treatment Plant

DEVELOPMENT HISTORY

Annexation: 1977
Zoning: Property zoned A-O Agricultural Open upon annexation
A-O renamed R Rural (2013)
Final Plat: Unplatted
Site development: Property is undeveloped.



ZONING DISTRICTS (in Gray scale)

Residential	MU	Mixed-Use	CI	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R	Rural	MHP	BP	Business Park	WPC	Corridor Ovr.	R-1B
E	Estates		BPI	Business Park Industrial	NG-1	Core Northgate	R-4
RS	Restricted Suburban		C-U	College and University	NG-2	Transitional Northgate	R-6
GS	General Suburban				NG-3	Residential Northgate	RD
D	Duplex	O					Research and Dev.
T	Townhome	SC					M-1
MF	Multi-Family	GC					M-2
			PDD	Planned Districts			
				Planned Mixed-Use Dist.			
				Planned Develop. Dist.			

0 550 1,100 Feet

WOLTERS TRACT

Case: REZ2016-000020

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 12-4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO RS RESTRICTED SUBURBAN, AND NAP NATURAL AREAS PROTECTED FOR APPROXIMATELY 46 ACRES BEING SITUATED NEAR NORTH FOREST PARKWAY, GENERALLY LOCATED NORTH OF APPOMATTOX DRIVE AND EMERALD FOREST SUBDIVISION; 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 4 “Zoning Districts,” Section 12-4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** 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 25th day of September 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 12-4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R Rural to RS Restricted Suburban:

Joe Orr
A BASELINE CORPORATION CO.
Post Office Box 11979
College Station, TX 77842-1979
(979) 693-2777
TBPLS Firm no. 100544-00

Proposed RS Zoning Area – 34.21 acres
Wolters Family Tracts
Morgan Rector league A-46
College Station, Texas
June 2017

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, being part of that called 37 acre tract conveyed to Freddie A. Wolters by deed recorded in volume 207, page 1 of the Deed Records of Brazos County, Texas and part of Tract Four and Tract Five conveyed to the Wolters Family Trust by deed recorded in volume 12165, page 47 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 1/2” iron rod with a red plastic cap stamped “M.McClure RPLS 2859” found marking the southeast corner of that 0.4344 acre tract, out of the said 37 acre Wolters tract, conveyed to the City of College Station by deed recorded in volume 2280, page 135 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 128 bears
S 74° 48’ 44” W = 4176.9 feet.

Thence through the said Wolters 37 acre tract, generally following the approximate 1% flood hazard boundary line per FEMA FIRM panel 48041C0310F (dated April 2, 2014), as follows:

S 88°00’00” E – 10.00 feet, S 79°00’00” E – 65.00 feet, S 56°00’00” E – 50.00 feet,
S 32°00’00” E – 125.54 feet, S 8°32’54” W – 86.76 feet, S 25°27’53” W – 19.79 feet,
S 31°51’23” W – 55.29 feet, S 1°44’32” W – 58.11 feet, S 23°35’20” E – 6.20 feet,
S 0°38’33” E – 22.23 feet, S 3°34’23” E – 82.55 feet, S 52°29’59” E – 117.69 feet,
S 9°47’43” W – 91.62 feet, S 43°37’54” E – 65.52 feet, N 89°03’04” E – 116.13 feet,
S 74°13’00” E – 102.42 feet, N 89°02’49” E – 58.89 feet, N 78°28’14” E – 44.29 feet,
N 60°50’21” E – 117.39 feet, S 75°00’00” E – 104.48 feet, N 75°00’00” E – 200.00 feet,
S 76°00’00” E – 175.00 feet, N 88°00’00” E – 120.00 feet, N 72°00’00” E – 55.00 feet
and due EAST – 22.95 feet to a point in the common boundary of the said 37 acre tract and that 4.1 acre tract conveyed to Timothy Mark Wolters by deed recorded in volume 11955, page 260 of the Official Public Records of Brazos County, Texas;

Thence S 41° 48’ 24” W – 461.81 feet, along the said common boundary line to a 1/2” iron rod with an orange plastic cap stamped “HP MAYO RPLS 5045” set (in 2014) at the most westerly corner of the said 4.1 acre tract;

Thence S 50° 26’ 41” E – 495.84 feet, along the southwest line of the said 4.1 acre tract, also being a northeast line of the said Wolters Family Tract Five, to a 1/2” iron rod with an orange plastic cap stamped “HP MAYO RPLS 5045” set (in 2014) at the most southerly corner of the said 4.1 acre tract;

Thence through the said Tract Five and Tract Four, generally following the approximate 1% flood hazard boundary line per FEMA FIRM panel 48041C0310F (dated April 2, 2014), as follows:

S 54°12'22" W – 103.06 feet, S 39°02'16" W – 54.80 feet, S 17°49'40" W – 134.42 feet, S 18°32'35" W – 33.30 feet, S 29°52'32" W – 89.40 feet, S 43°25'13" W – 102.18 feet, S 26°50'34" W – 96.55 feet, S 29°07'17" W – 106.87 feet, S 36°03'06" W – 72.08 feet, S 62°02'10" W – 53.90 feet, N 87°19'54" W – 25.84 feet, N 81°58'34" W – 71.05 feet, N 41°25'50" W – 60.27 feet, N 47°36'44" W – 18.82 feet, N 27°47'57" W – 52.53 feet, N 19°12'18" W – 30.00 feet, N 5°42'05" W – 14.68 feet, N 27°33'31" W – 73.53 feet, N 61°31'49" W – 43.30 feet, S 44°42'20" W – 82.64 feet, N 67°28'51" W – 124.69 feet, N 82°29'02" W – 18.39 feet, S 74°35'12" W – 10.41 feet, S 67°22'21" W – 37.26 feet, N 60°14'36" W – 59.53 feet, N 76°52'14" W – 25.53 feet, N 48°05'28" W – 75.19 feet and N 44°55'32" W – 72.83 feet to a point in the southeast line of that 14.392 acre tract conveyed to the City of College Station by deed recorded in volume 8325, page 125 of the Official Public Records of Brazos County, Texas;

Thence N 41° 02' 37" E – 302.41 feet, along the said southeast line of the 14.392 acre tract to its most easterly corner, being in the southwest line of the said Wolters 37 acre tract;

Thence N 47° 55' 41" W – 1330.32 feet, along the common line of the said 14.392 acre and 37 acre tracts, to their west common corner within a 26" Oak tree, in the southeast line of that 7.685 acre tract conveyed to the City of College Station by deed recorded in volume 7030, page 109 of the Official Public Records of Brazos County, Texas;

Thence N 41° 52' 55" E – 366.42 feet, along the said southeast line of the 7.685 acre tract and continuing along the southeast line of that 2 acre tract conveyed to the City of College Station by deed recorded in volume 172, page 411 of the Deed Records of Brazos County, Texas, to the southwest corner of that 1.20 acre tract, out of the said 37 acre tract, conveyed to the City of College Station by deed recorded in volume 272, page 136 of the Deed Records of Brazos County, Texas;

Thence S 48° 07' 32" E – 149.61 feet, along the southwest line of the said 1.20 acre tract to a 3/4" iron rod found in concrete (disturbed) at its southeast corner;

Thence N 41° 57' 58" E – 350.30 feet, along the southeast line of the said 1.20 acre tract to a 5/8" iron rod found in concrete (disturbed) at its northeast corner;

Thence N 48° 14' 01" W – 89.30 feet, along the northeast line of the said 1.20 acre tract, to the Point of Beginning and containing 34.21 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83(CORS) datum, based on City of College Station GPS control monument nos. 1 and 128 (N 66° 15' 48" E).

See Proposed Zoning Areas exhibit plat dated June 2017.



The following property is rezoned from R Rural to NAP Natural Areas Protected:

Joe Orr
A BASELINE CORPORATION CO.
Post Office Box 11979
College Station, TX 77842-1979
(979) 693-2777
TBPLS Firm no. 100544-00

Proposed NAP Zoning Area – 12.0 acres
Wolters Family Tracts
Morgan Rector league A-46
College Station, Texas
June 2017

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, generally being the northeast portion of that called 37 acre tract conveyed to Freddie A. Wolters by deed recorded in volume 207, page 1 of the Deed Records of Brazos County, Texas, which lies below the current 1% flood hazard base flood elevation (within 100 year floodplain), along the right bank of Carter's Creek, and being more particularly described as follows:

Beginning at a 1/2" iron rod with a red plastic cap stamped "M.McClure RPLS 2859" found marking the southeast corner of that 0.4344 acre tract, out of the said 37 acre Wolters tract, conveyed to the City of College Station by deed recorded in volume 2280, page 135 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 128 bears S 74° 48' 44" W – 4176.9 feet.

Thence through the said Wolters 37 acre tract, generally following the approximate 1% flood hazard boundary line per FEMA FIRM panel 48041C0310F (dated April 2, 2014), as follows:

S 88°00'00" E – 10.00 feet, S 79°00'00" E – 65.00 feet, S 56°00'00" E – 50.00 feet,
S 32°00'00" E – 125.54 feet, S 8°32'54" W – 86.76 feet, S 25°27'53" W – 19.79 feet,
S 31°51'23" W – 55.29 feet, S 1°44'32" W – 58.11 feet, S 23°35'20" E – 6.20 feet,
S 0°38'33" E – 22.23 feet, S 3°34'23" E – 82.55 feet, S 52°29'59" E – 117.69 feet,
S 9°47'43" W – 91.62 feet, S 43°37'54" E – 65.52 feet, N 89°03'04" E – 116.13 feet,
S 74°13'00" E – 102.42 feet, N 89°02'49" E – 58.89 feet, N 78°28'14" E – 44.29 feet,
N 60°50'21" E – 117.39 feet, S 75°00'00" E – 104.48 feet, N 75°00'00" E – 200.00 feet,
S 76°00'00" E – 175.00 feet, N 88°00'00" E – 120.00 feet, N 72°00'00" E – 55.00 feet
and due EAST – 22.95 feet to a point in the common boundary of the said 37 acre tract and that
4.1 acre tract conveyed to Timothy Mark Wolters by deed recorded in volume 11955, page 260 of
the Official Public Records of Brazos County, Texas;

Thence N 41° 48' 24" E approximately 66.64 feet, along the said common boundary line to their
common corner in the center of Carter's Creek;

Thence up the center of Carter's Creek with its meanders, being the common property line of the said
Wolters 37 acre tract and tracts conveyed to Walker Family Partnership by deeds recorded in volume
2321, pages 246, 250 and 254 of the Official Public Records of Brazos County, Texas, generally as
follows:

S 78° W – 117.75 feet, N 67° W – 300 feet, N 79° W – 200 feet, S 63° W – 215 feet,
S 40° W – 100 feet, due WEST – 130 feet, N 45° W – 210 feet, N 15° W – 210 feet,
N 50° E – 195 feet, N 10° E – 110 feet, N 70° E – 80 feet, S 85° E – 135 feet,
N 24° E – 135 feet, N 2° W – 245 feet, N 25° E – 260 feet, N 2° W – 225 feet,
N 30° E – 65 feet, N 60° E – 100 feet, N 15° E – 65 feet
and N 15° W – 65 feet to the most northerly corner of the 37 acre tract;

Thence S 41° 57' 44" W approximately 908 feet, along the common line of the said 37 acre tract and that 41.39 acre tract conveyed to the City of College Station by deed recorded in volume 466, page 836 of the Deed Records of Brazos County, Texas, to the south common corner of the 41.39 acre tract and that 6.97 acre tract conveyed to the City of College Station by deed recorded in volume 169, page 552 of the Deed Records of Brazos County, Texas;

Thence S 42° 04' 10" W – 117.84 feet, along the common line of the said 37 acre tract and said 6.97 acre tract, to the north corner of the said 0.4344 acre City of College Station tract;

Thence S 47° 58' 26" E – 60.00 feet, along the northeast line of the said 0.4344 acre tract to its most easterly corner;

Thence S 42° 04' 10" W – 314.98 feet, along the southeast line of the said 0.4344 acre tract, to the Point of Beginning and containing 12.0 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83(CORS) datum, based on City of College Station GPS control monument nos. 1 and 128 (N 66° 15' 48" E).

See Proposed Zoning Areas exhibit plat dated June 2017.



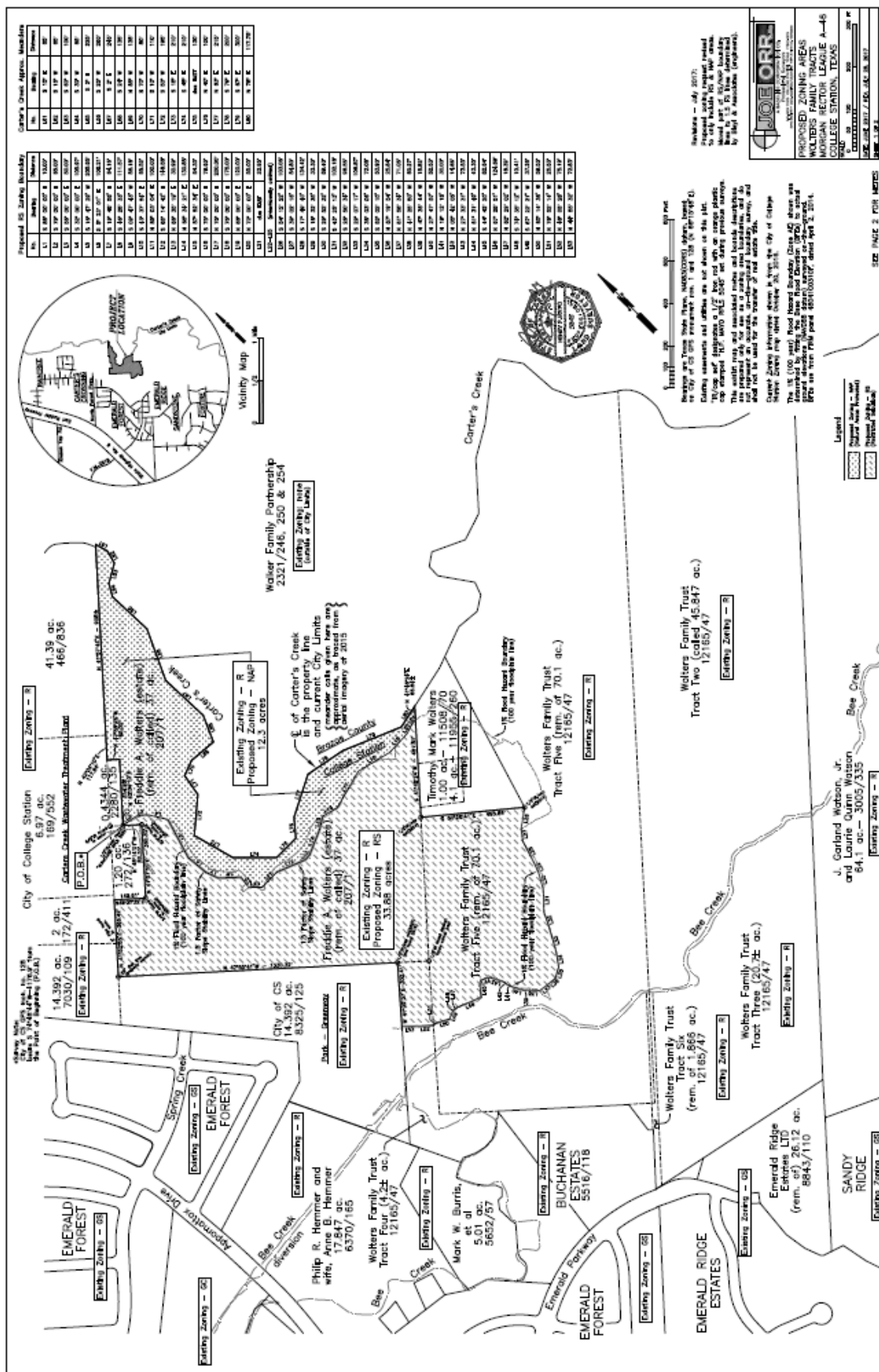
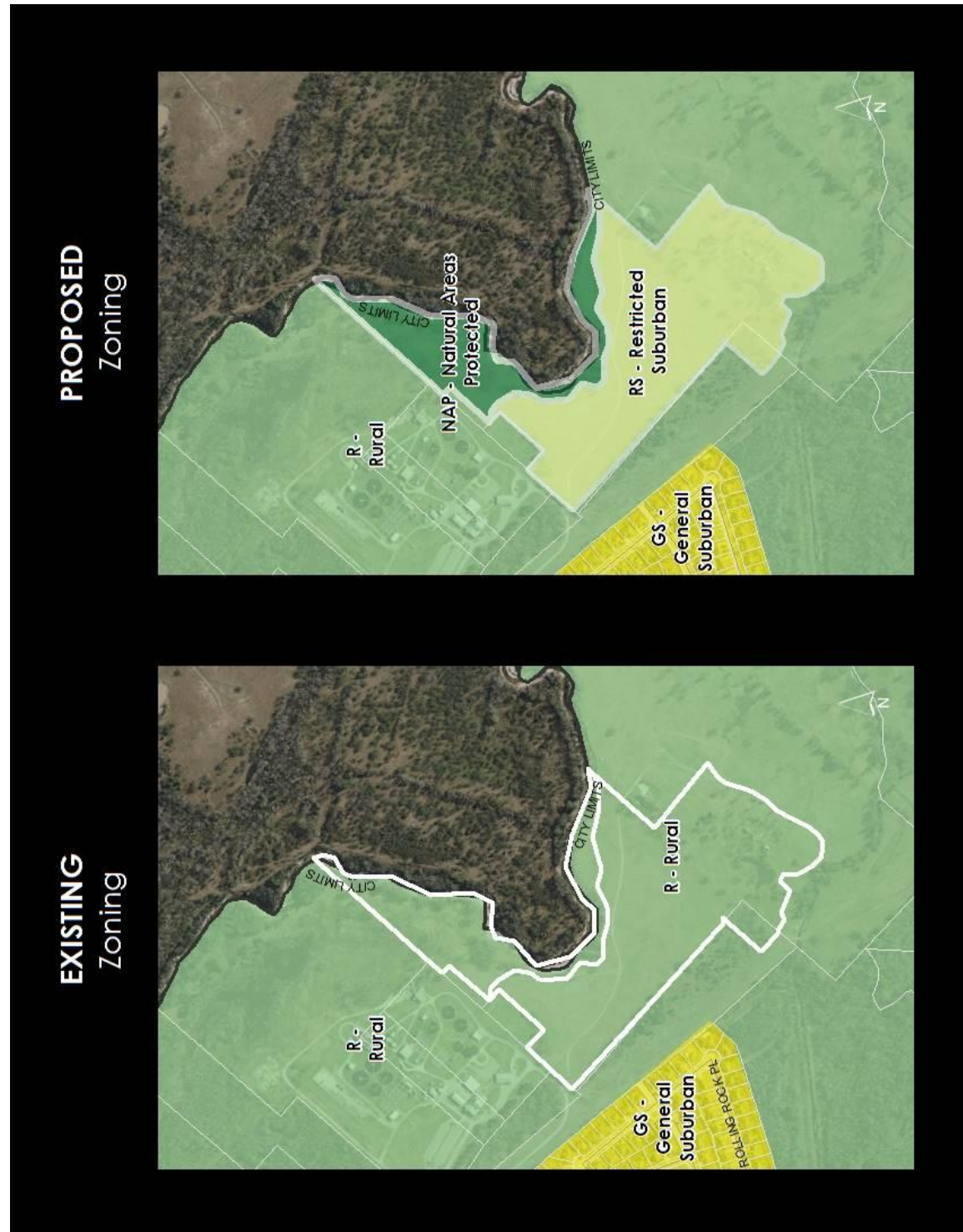


Exhibit B



Exhibit C



Legislation Details (With Text)

File #:	17-0558	Version:	1	Name:	PUE Abandonment - W.C. Boyett Estate Partition, Block 10, Lot 5 & 6
Type:	Ordinance	Status:			Agenda Ready
File created:	9/14/2017	In control:			City Council Regular
On agenda:	9/25/2017	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning an existing 10-foot wide Public Utility Easement, which is located on Lots 5 & 6, Block 10 of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Vicinity Map Vicinity Map Exhibit A Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning an existing 10-foot wide Public Utility Easement, which is located on Lots 5 & 6, Block 10 of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval.

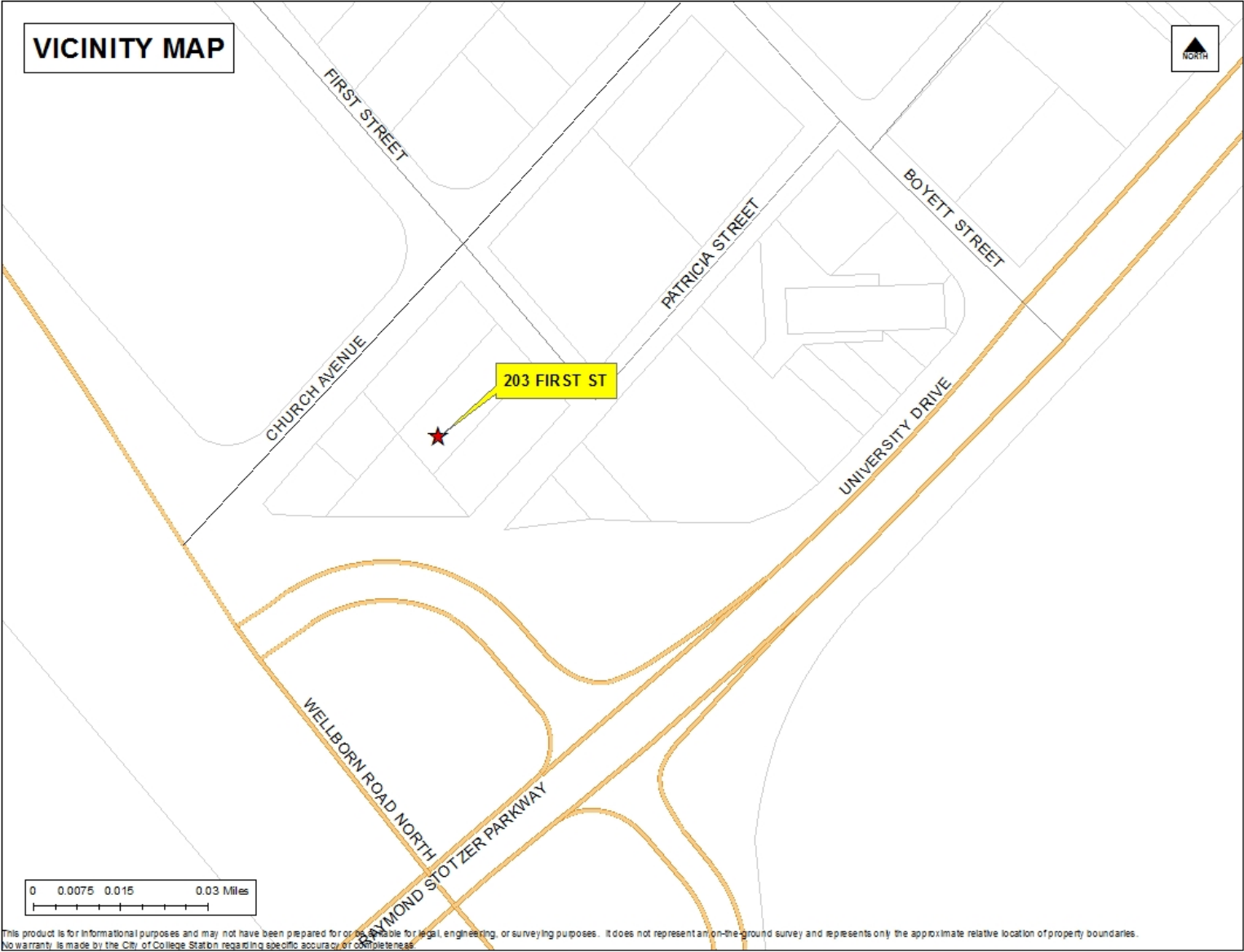
Summary: The public utility easement abandonment accommodates future development of the tract. As part of the abandonment, an additional public utility easement dedication is being required to cover a newly installed sewer line. If the condition is not met, the abandonment will be null and void.

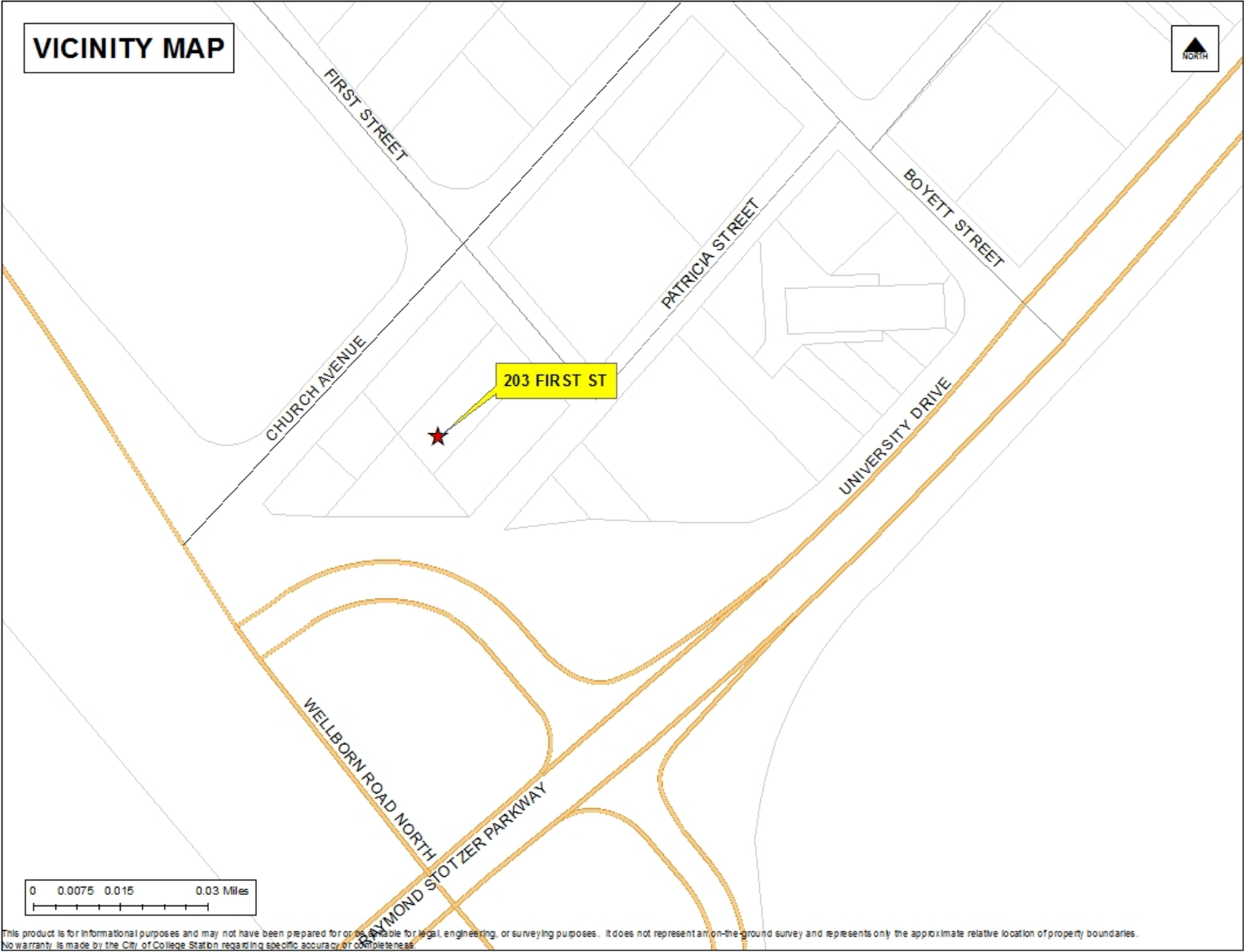
The existing 10-foot wide public utility easement to be abandoned is located on Lots 5 & 6, Block 10 of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

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





This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

EXHIBIT A

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95; E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).

SEE METES AND BOUNDS PREPARED JULY 2017, FOR MORE DESCRIPTIVE INFORMATION.

CM - CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.

N/F OLDMAN BACCUS INVESTMENTS,
LLC
CALLED 0.221 ACRE TRACT
12148/177

LOT 4
BLOCK 10

LOT 5
BLOCK 10

N/F WESTENDING, LP
TRACT TWO,
11774/167

N/F WESTENDING, LP
TRACT THREE,
11774/167

LOT 6
BLOCK 10

SCALE: 1" = 30'

1/2 INCH IRON
ROD FOUND - CM

7.5' PORTION OF
PUBLIC UTILITY EASEMENT
13764/29

N 41°44'24" E
10.05'

10' PORTION OF
PUBLIC UTILITY EASEMENT
13764/29

PT OF LOT 3
BLOCK 10

PT OF LOT 3
BLOCK 10

N/F WESTENDING, LP
CALLED 0.1131
ACRE TRACT ONE,
11774/167

REMAINDER
OF LOT 2
BLOCK 10

REMAINDER
OF LOT 1
BLOCK 10

UNIVERSITY DRIVE

5/8 INCH IRON ROD
FOUND - CM

POINT OF
BEGINNING

S 41°42'13" W
10.05'

S 42°46'25" E 91.94'
N 42°46'25" W 91.95'

919 SQ. FT.

FIRST STREET

PATRICIA STREET



SURVEY PLAT
OF A
UTILITY EASEMENT TO BE ABANDONED
PORTION OF LOTS 5 & 6, BLOCK 10
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS



KSC

SCALE: 1 INCH = 30 FEET
SURVEY DATE: 09-28-16
PLAT DATE: 07-18-17
JOB NUMBER: 17-485
CAD NAME: 17-485

CR5 FILE: HIGHLD2-GTG (cont); 16-723 (job)
PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 919 SQUARE FOOT PORTION OF AN EXISTING PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOTS 5 & 6, BLOCK 10, OF THE W.C. BOYETT ESTATE PARTITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of a public utility easement, said portion lying along Lots 5 & 6, Block 10, of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Public Utility Easement"); and

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

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

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

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

PART 2: That the Public Utility Easement as described in Exhibit "A" be abandoned and vacated by the City upon the completion of the following condition:

1. That the Applicant shall convey by separate instrument or plat to the City, an additional 999 square foot Public Utility Easement to cover a newly installed sewer line as part of this abandonment.

ORDINACE NO. _____

Page 2 of 3

PASSED, ADOPTED and APPROVED this 25th day of September, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Legislation Details (With Text)

File #:	17-0561	Version:	2	Name:	Rezoning – Carter Creek Condos
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from CI Commercial Industrial to MF Multi-Family and NAP Natural Areas Protected for approximately 6 acres located at 1451 Associates Avenue. Case # REZ2017-000005				
Sponsors:	Madison Thomas				
Indexes:					
Code sections:					
Attachments:	Background Information SAM & Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from CI Commercial Industrial to MF Multi-Family and NAP Natural Areas Protected for approximately 6 acres located at 1451 Associates Avenue. Case # REZ2017-000005

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission considered this item on 7 September and voted 5-0 to recommend approval.

Summary: The applicant has requested a rezoning from CI Commercial Industrial to approximately 5.2 acres of MF Multi-Family and approximately 0.8 acres of NAP Natural Areas Protected in order to build a multi-family residential development on the property. The Natural Areas Protected area would provide a designated buffer area along Carters Creek.

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The majority of the subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban. This land use

designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. The proposed zoning permits high-density multi-family development, allowing the property to be developed consistent with the Comprehensive Plan.

The property along the creek is designated as Natural Areas Reserved to protect the land along the edge of the creek. Natural Areas Reserved designation is for areas that represent a constraint to development, and should be preserved for their natural function. The applicant is proposing to rezone this area as Natural Areas Protected to prohibit development along the creek bed, which is consistent with the Comprehensive Plan.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the south of the subject property across Associates Avenue are developed with commercial structures. The property to the north and east remain undeveloped, but are zoned for commercial uses. This proposed zoning change would be compatible with the adjacent properties. High-density residential is appropriate along this street as it is buffered by a creek to the north and a street to the south. The property to the east could develop as commercial, and is more ideal for a commercial property because it is adjacent to Harvey Road.

The NAP Natural Areas Protected area is a designated buffer area along the creek that runs along the property boundary. It creates a separation between the residential zoned area and the creek bed

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Under the Multi-family zoning designation, the property could develop with a minimum density of 12 dwelling units per acre and a maximum of 30 dwelling units per acre. The creek and floodplain, along the northwest portion of this site and north boundary on the adjacent property create natural buffers around the proposed site.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could currently develop as a lot with commercial industrial use. However, due to limited access to this property, and little visibility from high-traffic public roadways, it is not highly desired for commercial uses. This property is currently undeveloped.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could be marketed as a property designated for a commercial industrial use. This property was rezoned to Commercial Industrial in 2003 and has sat vacant since. It is not visible from the highway and lacks the benefit of adjacent businesses and traffic they would produce. Due to these characteristics, it does seem to have limited potential with this zoning designation. Overall, the proposed Multi-Family and Natural Area Protected rezoning are anticipated to increase the marketability of the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be served by the City of College Station. There's an existing 8-inch waterline along Associates Avenue.

Sanitary Sewer service is available via an existing 21-inch sewer main running at the rear of the tract.

The subject tract is in the Carter Creek's Drainage Basin. The site is generally draining towards the north to Carter Creek's Tributary. The subject tract does not require detention per current watershed timing assessment.

Drainage and other public infrastructure required with site development will be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructure appear to have capacity to adequately serve the proposed change of use at this time.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: September 7, 2017
Advertised Council Hearing Date: September 25, 2017

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

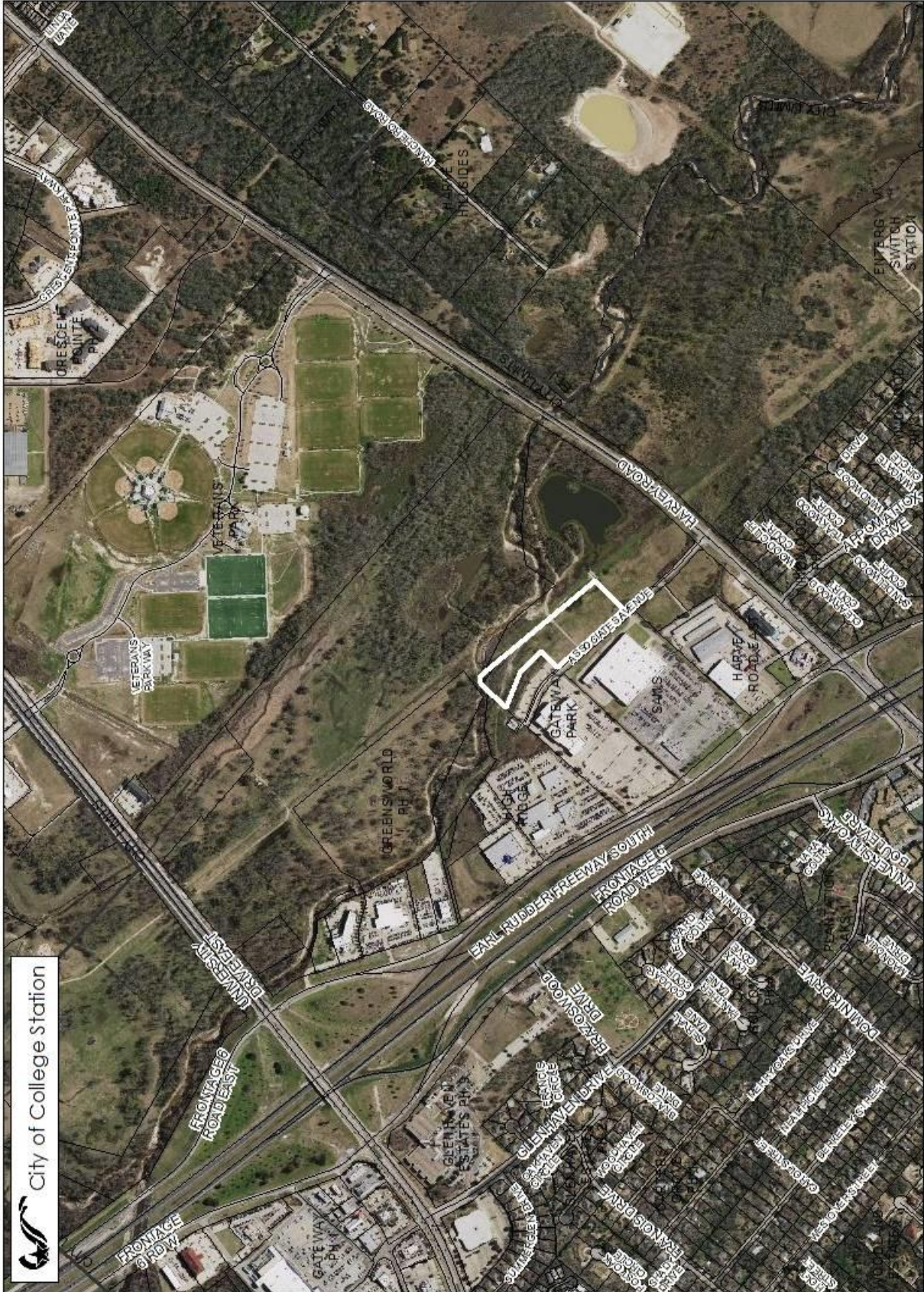
Property owner notices mailed: 9
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	GC General Commercial GS General Suburban	Undeveloped
South (Across Associates Avenue)	General Commercial	GC General Commercial	Commercial
East	Natural Areas Reserved	GC General Commercial	Undeveloped
West	Natural Areas Reserved	CI Commercial Industrial GS General Suburban	Undeveloped/auto service parking lot/ Carter's Creek

DEVELOPMENT HISTORY

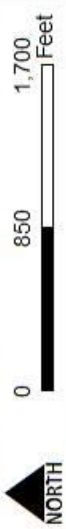
Annexation: 1958
Zoning: A-O Agricultural Open upon Annexation (1984)
A-O to C-1 General Commercial (Unknown)
C-1 General Commercial to C-2 Commercial Industrial (2003)
C-2 Commercial Industrial renamed CI Commercial Industrial (2014)
Final Plat: Unplatted
Site development: Vacant



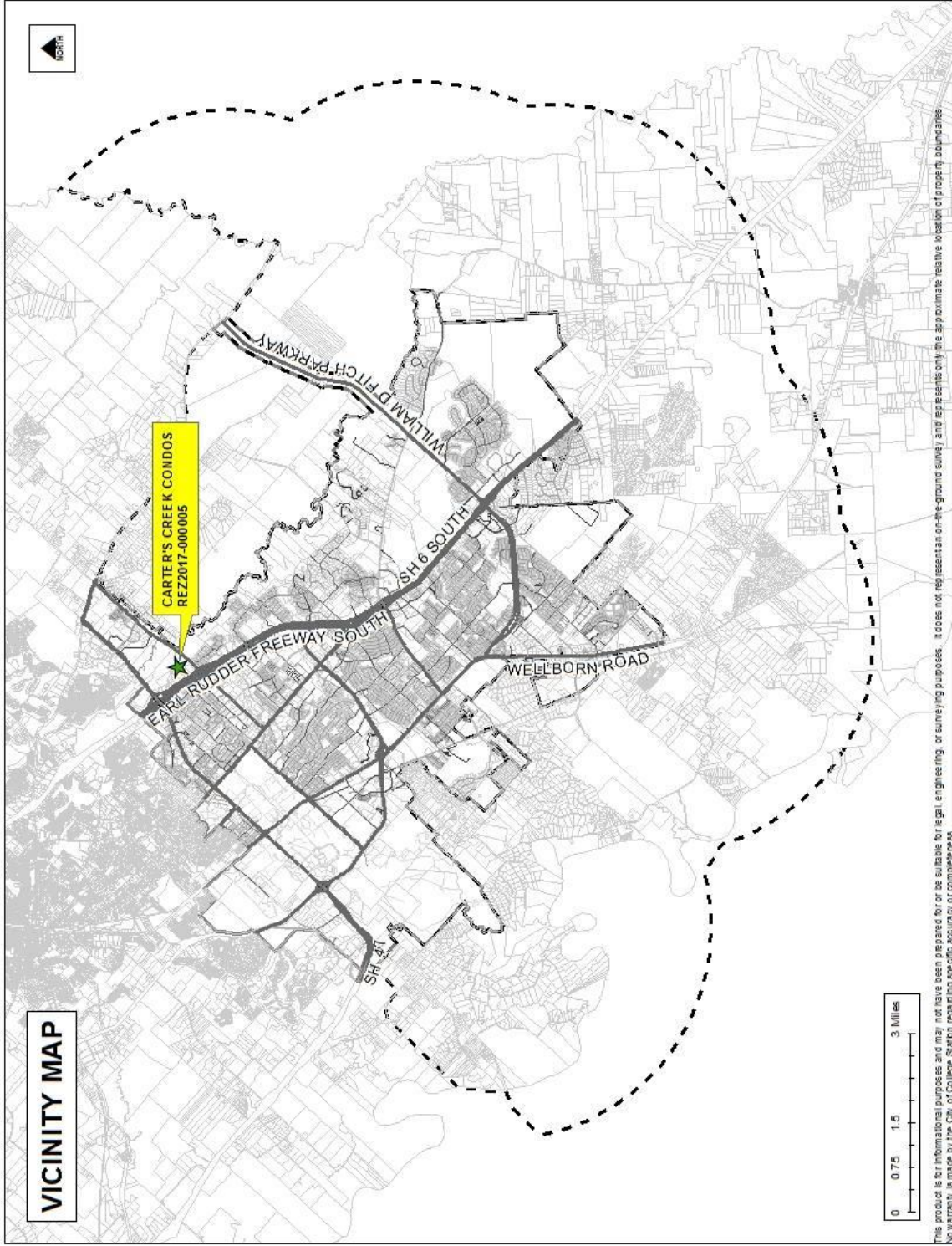
REZONING

Case: REZ2017-000005

CARTER'S CREEK CONDOS



VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding accuracy or completeness.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 12-4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY SIX ACRES BEING SITUATED AT 1451 ASSOCIATES AVENUE, CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 12-4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** 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 25th day of September 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 12-4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from CI Commercial Industrial to MF Multi-Family:

**METES AND BOUNDS DESCRIPTION
OF A
5.167 ACRE TRACT
RICHARD CARTER LEAGUE, A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, A-8, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 5.955 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 13910, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF 'ASSOCIATES AVENUE' BEING A 50' WIDE PUBLIC ALLEY AS SHOWN ON THE PLAT OF GATEWAY PARK SUBDIVISION RECORDED IN VOLUME 1851, PAGE 159 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 29.92 ACRE TRACT OF LAND AS DESCRIBED AS TRACT 1 BY A DEED TO HIGHWAY 30 PARTNERSHIP RECORDED IN VOLUME 2108, PAGE 150 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 40° 52' 50" W ALONG THE NORTHEAST LINE OF 'ASSOCIATES AVENUE' FOR A DISTANCE OF 599.65 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 2, BLOCK 1, GATEWAY PARK SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 6257, PAGE 27 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 26' 11" E ALONG THE SOUTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 159.70 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 2;

THENCE: ALONG THE NORTHEAST LINE OF SAID LOT 2 FOR THE FOLLOWING CALLS:

N 47° 31' 30" W FOR A DISTANCE OF 203.87 FEET TO A 5/8 INCH IRON ROD FOUND;

N 67° 19' 49" W FOR A DISTANCE OF 247.30 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF LOT 1R, BLOCK 1, HIGH RIDGE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 5777, PAGE 5 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE NORTH CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 52' 33" E ALONG THE SOUTHEAST LINE OF SAID LOT 1R FOR A DISTANCE OF 46.49 FEET;

THENCE: N 76° 21' 38" E THROUGH SAID 5.955 ACRE TRACT FOR A DISTANCE OF 123.23 FEET;

THENCE: S 59° 16' 36" E CONTINUING THROUGH SAID 5.955 ACRE TRACT FOR A DISTANCE OF 368.55 FEET TO THE COMMON LINE OF SAID 5.955 ACRE TRACT AND SAID REMAINDER OF 29.92 ACRE TRACT;

THENCE: S 39° 31' 29" E ALONG THE SOUTHWEST LINE OF SAID REMAINDER OF 29.92 ACRE TRACT FOR A DISTANCE OF 627.95 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 46° 15' 18" W FOR A DISTANCE OF 282.36 FEET TO THE POINT OF BEGINNING CONTAINING 5.167 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND AUGUST 2016. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

///JOBS/17-540/17-540A.DOCX



The following property is rezoned CI Commercial Industrial to NAP Natural Areas Protected:

**METES AND BOUNDS DESCRIPTION
OF A
0.788 ACRE TRACT
RICHARD CARTER LEAGUE, A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, A-8, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 5.955 ACRE TRACT AS DESCRIBED BY A DEED TO TDG MANAGEMENT, LP RECORDED IN VOLUME 13910, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF LOT 1R, BLOCK 1, HIGH RIDGE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 5777, PAGE 5 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF LOT 2, BLOCK 1, GATEWAY PARK SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 6257, PAGE 27 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE NORTHWEST CORNER OF SAID 5.955 TRACT;

THENCE: N 41° 52' 33" E ALONG THE SOUTHEAST LINE OF SAID LOT 1R FOR A DISTANCE OF 46.49 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 32' 33" E CONTINUING ALONG THE SOUTHEAST LINE OF SAID LOT 1R, PASS THE COMMON CORNER OF SAID LOT 1R AND A TRACT OF LAND AS DESCRIBED BY A DEED TO REGENCY PARKWAY, INC. RECORDED IN VOLUME 1219, PAGE 280 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTH LINE OF SAID REGENCY PARKWAY, INC. TRACT FOR A TOTAL DISTANCE OF 186.84 FEET TO A POINT IN CARTERS CREEK;

THENCE: N 87° 42' 02" E WITH CARTERS CREEK FOR A DISTANCE OF 63.65 FEET TO A POINT MARKING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 29.92 ACRE TRACT AS DESCRIBED BY A DEED TO HIGHWAY 30 PARTNERSHIP RECORDED IN VOLUME 2108, PAGE 150 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 39° 31' 29" E ALONG THE SOUTHWEST LINE OF SAID REMAINDER OF 29.92 ACRE TRACT FOR A DISTANCE OF 390.11 FEET TO THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 59° 16' 36" W THROUGH SAID 5.955 ACRE TRACT FOR A DISTANCE OF 368.55 FEET;

THENCE: S 76° 21' 38" W CONTINUING THROUGH SAID 5.955 ACRE TRACT FOR A DISTANCE OF 123.23 FEET TO THE POINT OF BEGINNING CONTAINING 0.788 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND AUGUST 2016. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

1



PROB/17-540/17-540B.DOCX

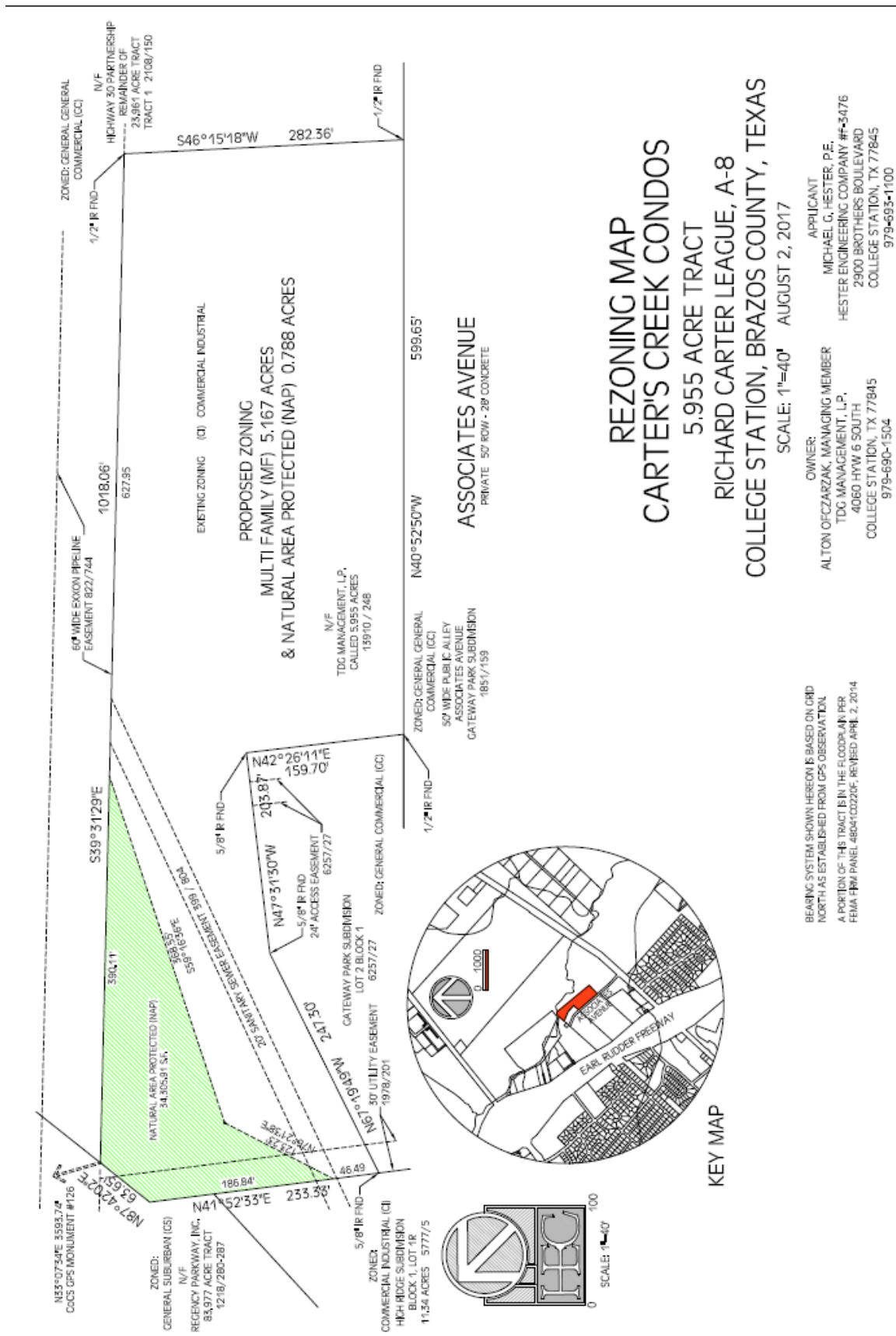
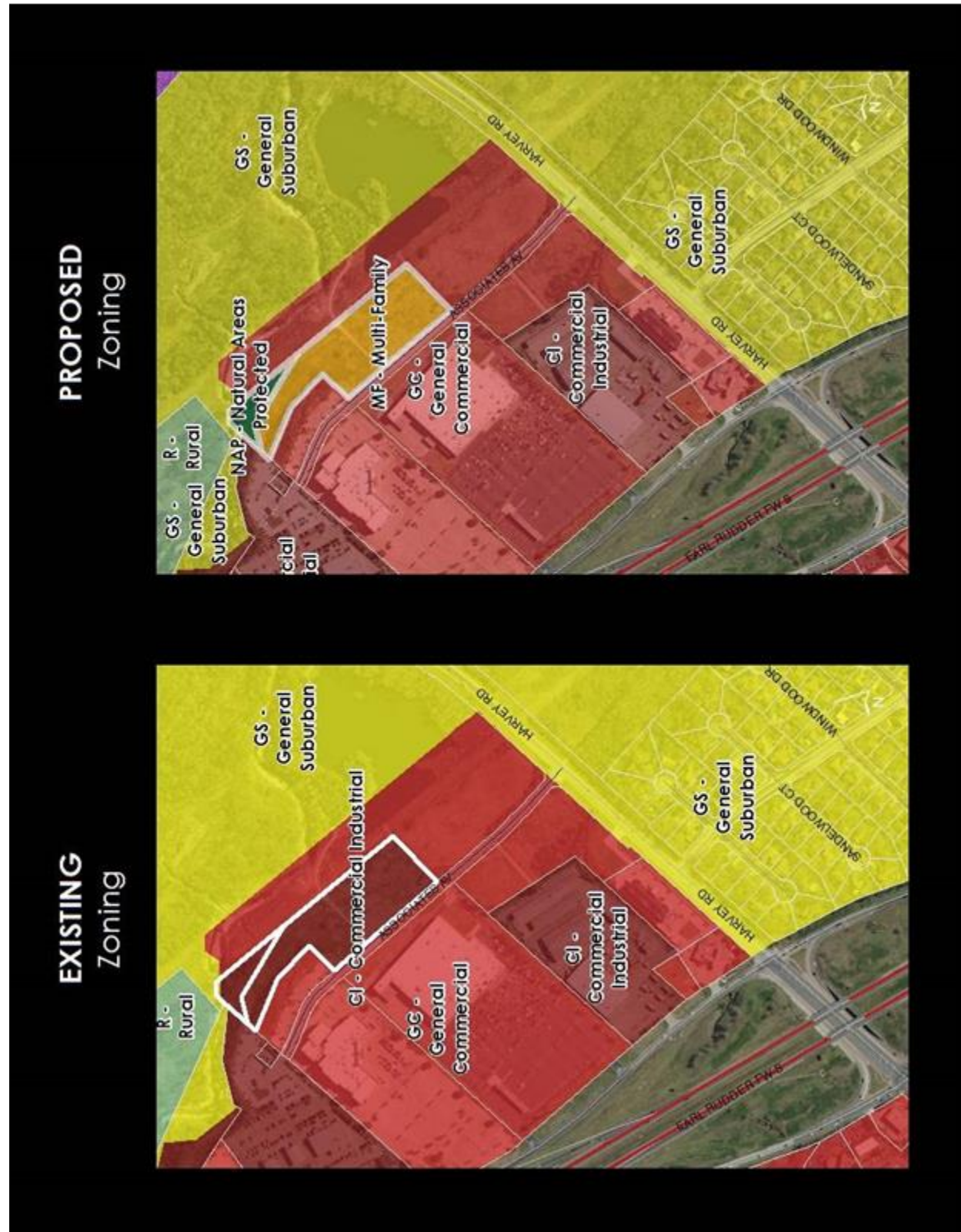


Exhibit C





Legislation Details (With Text)

File #:	17-0562	Version:	2	Name:	Rezoning – Brewster Pointe Phase 2
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 14 acres located at 3387 Barron Cut-Off Road. Case #REZ2017-000021				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity SAM & Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for approximately 14 acres located at 3387 Barron Cut-Off Road. Case #REZ2017-000021

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item on 7 September and voted 5-0 to recommend approval of the request.

Summary: This request is amending the zoning district boundaries on the property to rezone approximately 14 acres from R Rural to GS General Suburban.

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character map as General Suburban and in Growth Area IV. The Comprehensive Plan states that this designation is for areas that should have intense levels of development consisting of high-density single-family residential lots.

The Growth Area limits the high density single family lots to the portions designated General Suburban in the Future Land Use & Character map. Additionally, City Council recently amended the Comprehensive Plan Future Land Use and Character map for this area to General Suburban to allow for the development of high density single-family. The proposed rezoning would allow this type of development and is consistent with the General Suburban land use designation.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Much of the surrounding area is zoned R Rural as a result of their annexation into the City as a placeholder zoning, but their existing character is captured within the Comprehensive Plan's Future Land Use and Character map as guidance for future rezonings. The properties to the east are currently under construction as dense General Suburban single-family lots. The neighboring properties to the south and west are currently zoned R Rural and used for low-density single-family, like the subject tract, these properties are also General Suburban on the Future Land Use and Character map. The properties to the north are across Barron Cut-Off Road and part of a larger area are also zoned R Rural and designated Estate on the Future Land Use and Character Map which is in line with their currently configured character. All of the surrounding properties are compatible with the proposed zoning.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property is located on Barron Cut-Off Road, a future 2-lane Minor Collector, and is a continuation of the single-family development to the north which is providing the extension of Etonbury Avenue, a future 2-lane Major Collector. The property is suitable for the proposed General Suburban zoning and the uses allowed in this zoning district.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:**

The property is currently undeveloped and vacant while the surrounding properties are zoned or used for single-family. The property is suitable for single-family use similar to the surrounding properties. R Rural allows for low density single family and agricultural uses but as College Station expands southward, this area has been identified by the Comprehensive Plan as an area that is suitable to develop with greater density.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is currently marketable for low-density single-family in the R Rural zoning district. However, the marketability of the property will increase if the property is zoned to General Suburban to allow for higher-density single-family uses due to its proximity to the dense single-family development under construction to the north (Brewster Pointe Phase 1).
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water and sanitary sewer lines will be extended from Brewster Pointe Ph1. The subject property is located in the Spring Creek Drainage basin, and detention is required with development. Drainage and other public infrastructure required with the property shall be designed and constructed in accordance with the B/CS Unified Design Guidelines during platting of the property.

The property has frontage to Barron Cut-Off Road which is a 2 Lane Minor Collector on the Thoroughfare Plan. Internal street network and connection to proposed thoroughfares will also be provided at the time of platting.

Budget & Financial Summary: N/A

Attachments:

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

NOTIFICATIONS

Advertised Commission Hearing Date: September 7, 2017
Advertised Council Hearing Dates: September 25, 2017

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castlegate II HOA

Property owner notices mailed: Eleven (11)
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

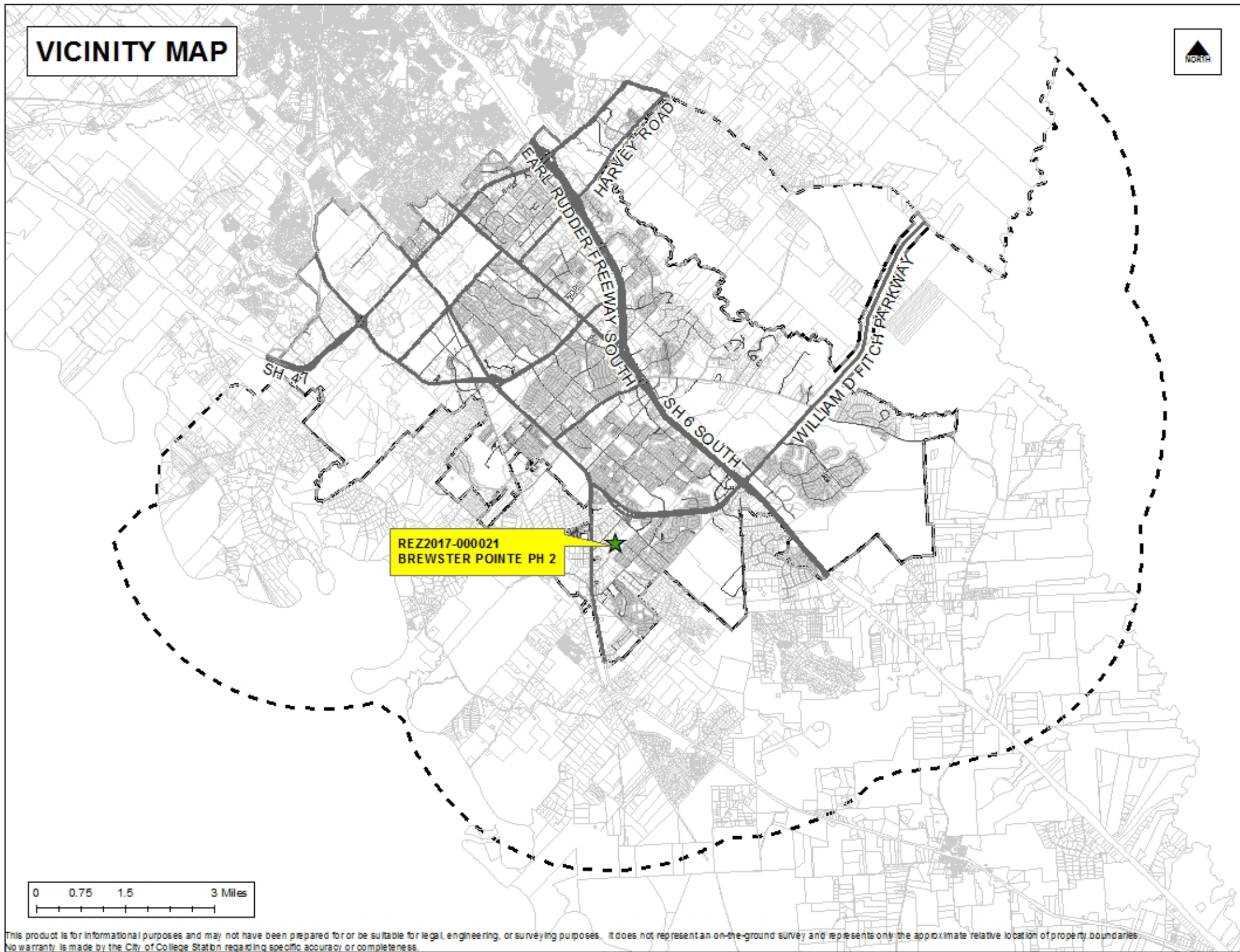
Direction	Comprehensive Plan	Zoning	Land Use
North (across Barron Cut-Off Rd)	Estate	R Rural	Single-Family Residential
South	General Suburban	R Rural	Single-family Residential
East	General Suburban	GS General Suburban	Single-Family Residential
West	General Suburban	R Rural	Single-Family Residential

DEVELOPMENT HISTORY

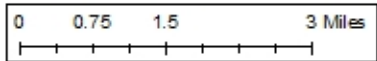
Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2014
Final Plat: N/A - Unplatted

Site development: Properties are currently vacant and undeveloped.

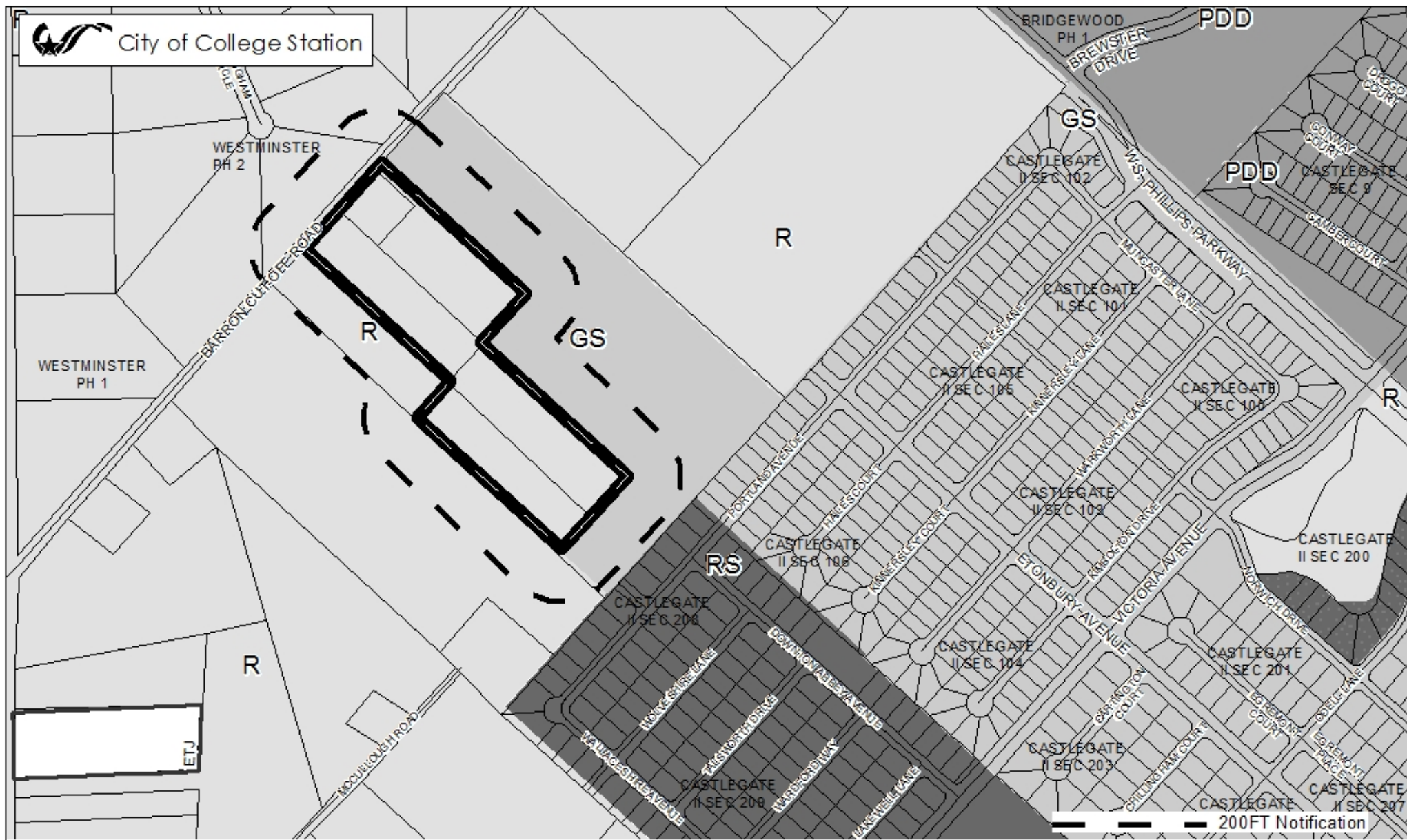
VICINITY MAP



REZ2017-000021
BREWSTER POINTE PH 2



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



ZONING DISTRICTS (In Grayscale)

Residential

R Rural
E Estate
RS Restricted Suburban
GS General Suburban
D Duplex
T Townhome
MF Multi-Family

MU Mixed-Use

MHP Manufactured Home Pk.

Non-Residential

NAP Natural Area Protected
O Office
SC Suburban Commercial
GC General Commercial

CI

Commercial Industrial
BP Business Park
BPI Business Park Industrial
C-U College and University

Planned Districts

P-MUD Planned Mixed-Use Dist.
PDD Planned Develop. Dist.

Design Districts

WPC Wolf Pen Creek Dev. Cor.
NG-1 Core Northgate
NG-2 Transitional Northgate
NG-3 Residential Northgate

Overlay Districts

OV Corridor Ovr.
RDD Redevelopment District
KO Krenak Tap Ovr.
NPO Nbrhd. Prevailing Ovr.
NCO Nbrhd. Conservation Ovr.
HP Historic Preservation Ovr.

Retired Districts

R-1B Single Family Residential
R-4 Multi-Family
R-6 High Density Multi-Family
RD Research and Dev.
M-1 Light Industrial
M-2 Heavy Industrial



0 500 1,000 Feet

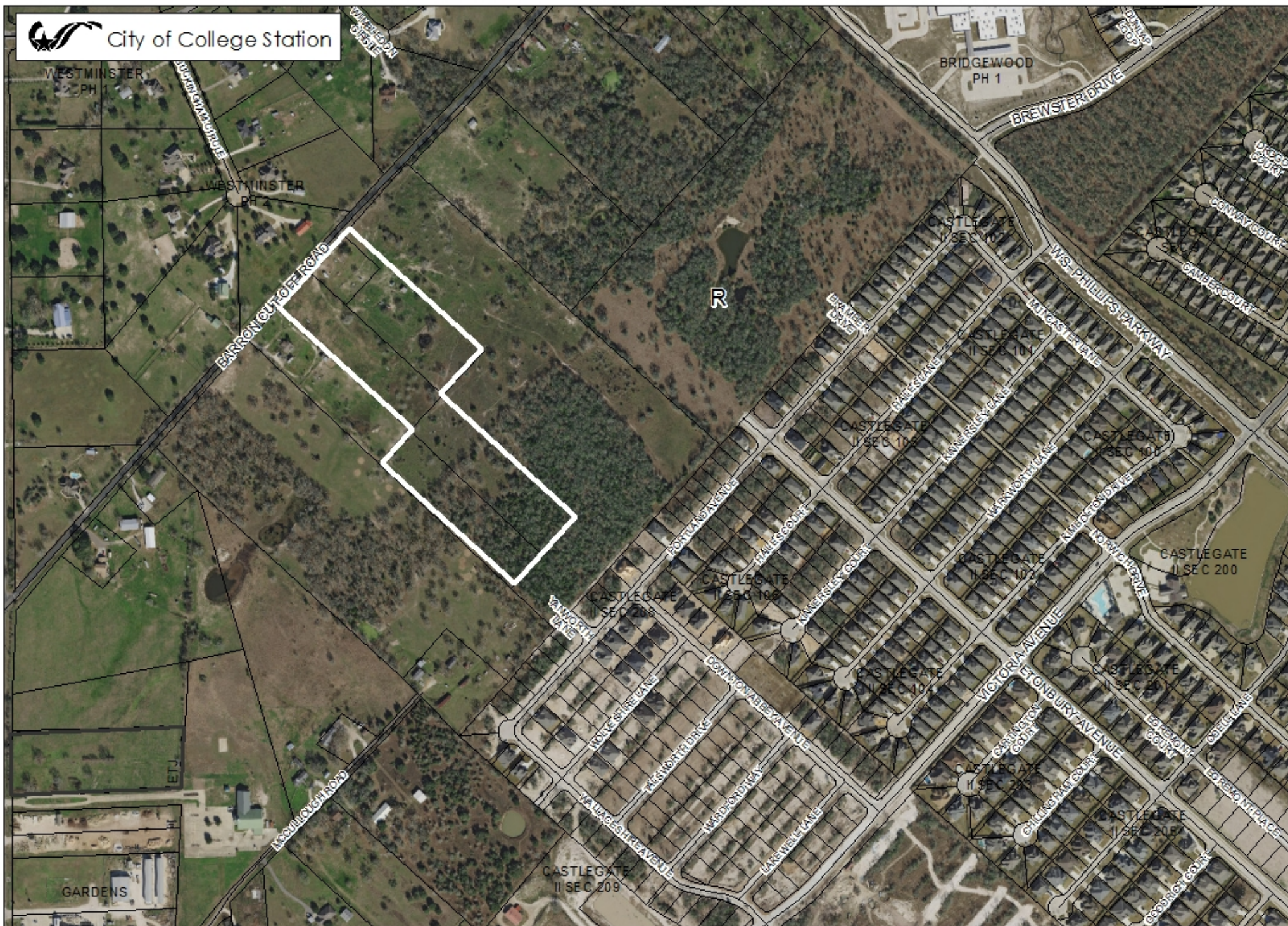
BREWSTER POINTE PH 2

Case:
REZ2017-000021

REZONING



City of College Station



0 500 1,000 Feet

BREWSTER POINTE PH 2

Case:
REZ2017-000021

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4, "ZONING DISTRICTS," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES ON APPROXIMATELY 14 ACRES OF LAND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING ALL OF A CALLED ONE ACRE TRACT AS DESCRIBED BY A DEED TO JERRY SWEED AND DOROTHY L. SWEED, RECORDED IN VOLUME 373, PAGE 283 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT TWO, ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT THREE, OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT FOUR AND ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT FIVE BY A DEED TO ROUNTREE DEVELOPMENT, LTD., RECORDED IN VOLUME 13845, PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B" and Exhibit "C"** 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 25th day of September, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R Rural to GS General Suburban:

**METES AND BOUNDS DESCRIPTION
OF A
13.534 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 1 ACRE TRACT AS DESCRIBED BY A DEED TO JERRY SWEED AND WIFE, DOROTHY L. SWEED, RECORDED IN VOLUME 373, PAGE 283 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT TWO, ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT THREE, ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT FOUR AND ALL OF A CALLED 3.12 ACRE TRACT DESCRIBED AS TRACT FIVE BY A DEED TO ROUNTREE DEVELOPMENT, LTD. RECORDED IN VOLUME 13845, PAGE 224 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF BARRON CUT-OFF ROAD MARKING THE NORTH CORNER OF SAID 3.12 ACRE TRACT THREE AND THE WEST CORNER OF A CALLED 21.921 ACRE TRACT DESCRIBED AS TRACT SIX BY SAID ROUNTREE DEVELOPMENT DEED (13845/224);

THENCE: S 47° 39' 59" E ALONG THE COMMON LINE OF SAID TRACT THREE AND SAID 21.921 ACRE TRACT FOR A DISTANCE OF 731.58 FEET TO A 8 INCH FENCE CORNER POST FOUND MARKING THE EAST CORNER OF SAID TRACT THREE;

THENCE: S 41° 56' 33" W CONTINUING ALONG THE COMMON LINE OF SAID TRACT THREE AND SAID 21.921 ACRE TRACT FOR A DISTANCE OF 246.15 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 3.12 ACRE TRACT TWO MARKING THE SOUTH CORNER OF SAID TRACT THREE;

THENCE: S 47° 38' 20" E ALONG THE COMMON LINE OF SAID TRACT TWO AND SAID 21.921 ACRE TRACT, AT 10.41 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 3.12 ACRE TRACT FIVE, CONTINUE ON ALONG THE COMMON LINE OF SAID TRACT FIVE AND SAID 21.921 ACRE TRACT FOR A TOTAL DISTANCE OF 744.50 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID TRACT FIVE;

THENCE: S 41° 57' 28" W CONTINUING ALONG THE COMMON LINE OF SAID TRACT FIVE AND SAID 21.921 ACRE TRACT, AT 185.19 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID TRACT FIVE AND THE EAST CORNER OF SAID 3.12 ACRE TRACT FOUR, CONTINUE ON ALONG THE COMMON LINE OF SAID TRACT FOUR AND SAID 21.921 ACRE TRACT FOR A TOTAL DISTANCE OF 370.39 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 12 ACRE TRACT AS DESCRIBED BY A DEED TO WILLIAM GRAYS RECORDED IN VOLUME 99, PAGE 30 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS MARKING THE SOUTH CORNER OF SAID TRACT FOUR;

THENCE: N 47° 39' 15" W ALONG THE COMMON LINE OF SAID TRACT FOUR AND SAID 12 ACRE TRACT FOR A DISTANCE OF 733.81 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID TRACT FOUR AND THE SOUTH CORNER OF LOT 1, BLOCK 1, SIMMONS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 5038, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 52' 20" E ALONG THE COMMON LINE OF SAID TRACT FOUR AND SAID SIMMONS ADDITION FOR A DISTANCE OF 185.16 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID TRACT FOUR AND THE SOUTH CORNER OF SAID TRACT TWO;

THENCE: N 47° 39' 50" W ALONG THE COMMON LINE OF SAID TRACT TWO AND SAID SIMMONS ADDITION FOR A DISTANCE OF 741.78 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF BARRON CUT-OFF ROAD MARKING THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 56' 09" E ALONG THE SOUTHEAST LINE OF BARRON CUT-OFF ROAD, AT 183.90 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 1 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 393.78 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 1 ACRE TRACT AND THE MOST WESTERLY CORNER OF SAID 3.12 ACRE TRACT THREE;

THENCE: N 41° 45' 45" E CONTINUING ALONG THE SOUTHEAST LINE OF BARRON CUT-OFF ROAD FOR A DISTANCE OF 37.78 FEET TO THE POINT OF BEGINNING CONTAINING 13.534 ACRES OF LAND, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED BY GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009342553280 (CALCULATED USING GEOID 2012A). SEE PLAT PREPARED MAY 2017 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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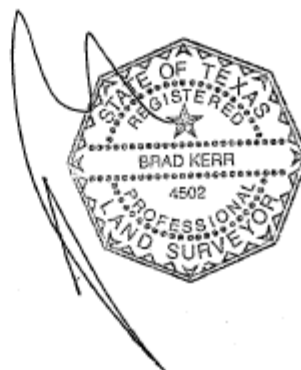


EXHIBIT “B” – Rezoning Map

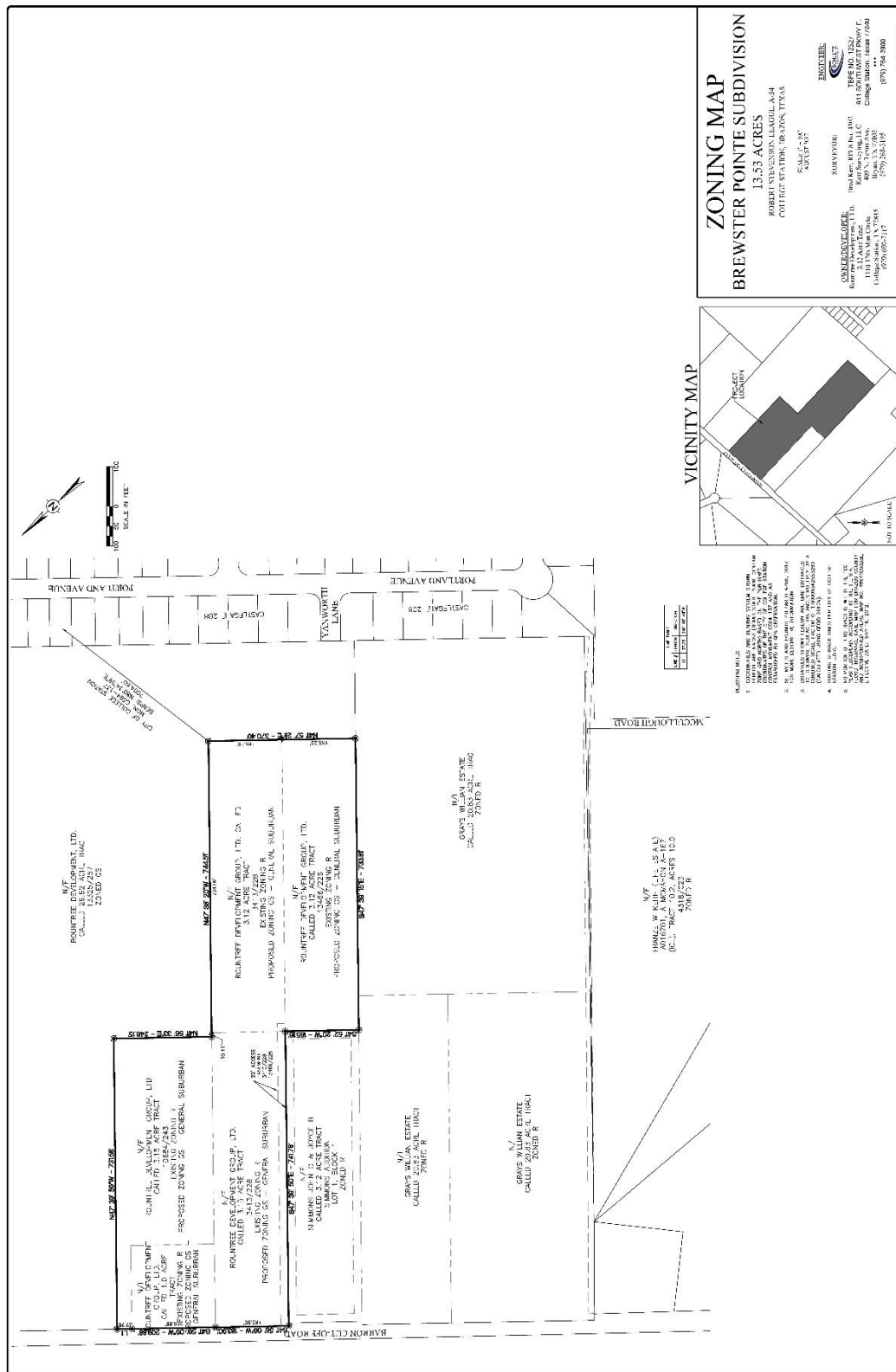


EXHIBIT "C"

PROPOSED Zoning



EXISTING Zoning



Legislation Details (With Text)

File #:	17-0563	Version:	2	Name:	Rezoning – White’s Creek
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/14/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to E Estate for approximately 5 acres located at 15590 White’s Creek Lane. Case #REZ2017-000020				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity SAM & Aerial Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to E Estate for approximately 5 acres located at 15590 White’s Creek Lane. Case #REZ2017-000020

Relationship to Strategic Goals:

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

Recommendation(s): The Planning and Zoning Commission considered this item on September 7th and voted 5-0 to recommend approval of the request.

Summary: This request is amending the zoning district boundaries on the property to rezone approximately 5 acres from R Rural to E Estate.

REZONING REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Estate on the Comprehensive Plan’s Future Land Use and Character Map and is located in Growth Area II on the Concept Map. According to the Comprehensive Plan, the Estate designation is generally for areas that, due to public service limitations or a prevailing rural character, should have limited development activities. These areas will tend to consist of low-

density single-family residential lots of at least one acre in size or lots that average 20,000 square feet clustered around an open space. The Estate portion of Growth Area II specifically speaks to this area developing at a low intensity due to service limitations. The rezoning request is consistent with the Comprehensive Plan.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed zoning will conform with the nearby properties in that it will allow large lot single-family development to occur in an existing low density area. The other residential properties along White's Creek Lane are just over an acre, which is in line with the dimensional requirements for the E Estate zoning district.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property to the north, across Greens Prairie Road West, is developed as an educational facility. To the east and south are large lot single-family residential properties which are zoned R Rural as a placeholder district until they rezone to be in conformance with the Comprehensive Plan, which designates the surrounding areas as Estate. The property to the west was recently rezoned RS Restricted Suburban for the development of a single-family subdivision. The subject tract is suitable for the proposed zoning to allow low-density single-family residential.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:**
R Rural is not a suitable zoning district for this property, as it was only intended to be a placeholder until the property owners requested a zoning change. While this one property meets the lot area requirements for R Rural, the surrounding homes are all located on just above one acre, which is in line with the applicant's current request for E Estate.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is currently marketable as a single-family residential home, but the proposed minimum one (1) acre lots are consistent with the Comprehensive Plan and also marketable. The applicant states that there is "no marketability" for the current tract if it remains rural residential, because it is located inside the City limits and along a very busy thoroughfare.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is a 2-inch water line along White's Creek Lane and a 12-inch water line along Greens Prairie Road West. There is no sewer in the immediate area of the site, but estate lots are permitted for on-site septic facilities. Storm drainage is generally to the north and the existing pond and portion of Spring Creek Tributary 5 on the subject tract. Subdivision of the site and any improvements necessary will be required to meet BCS Guidelines. Access to the property is proposed from White's Creek Lane, a private street that connects to Greens Prairie Road West, a future 4-lane Minor Arterial.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity Map, Small Area Map, and Aerial

3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: September 7, 2017
Advertised Council Hearing Dates: September 25, 2017

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castlegate HOA

Property owner notices mailed: Eleven (11)
Contacts in support: One at the time of staff report.
Contacts in opposition: One at the time of staff report. Concerns were regarding increased density and a possible rezoning of the lot that will front Greens Prairie for a daycare.
Inquiry contacts: None at the time of staff report.

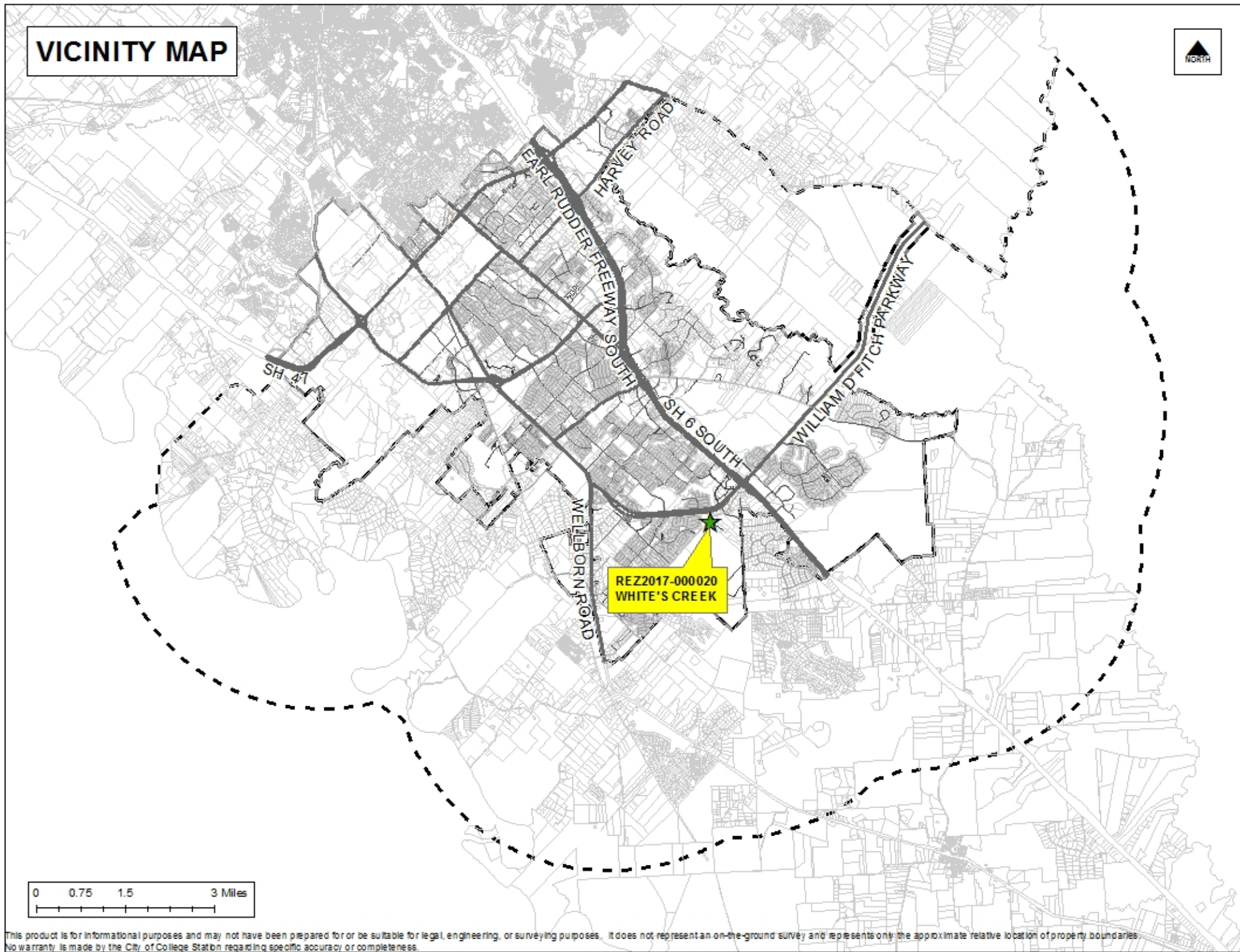
ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Greens Prairie Rd W)	Institutional/Public	GC General Commercial	Forest Ridge Elementary School
South	Estate	R Rural	Single-family Residential
East (across White's Creek Ln)	Estate	R Rural	Single-family Residential
West	Restricted Suburban	RS Restricted Suburban	Vacant

DEVELOPMENT HISTORY

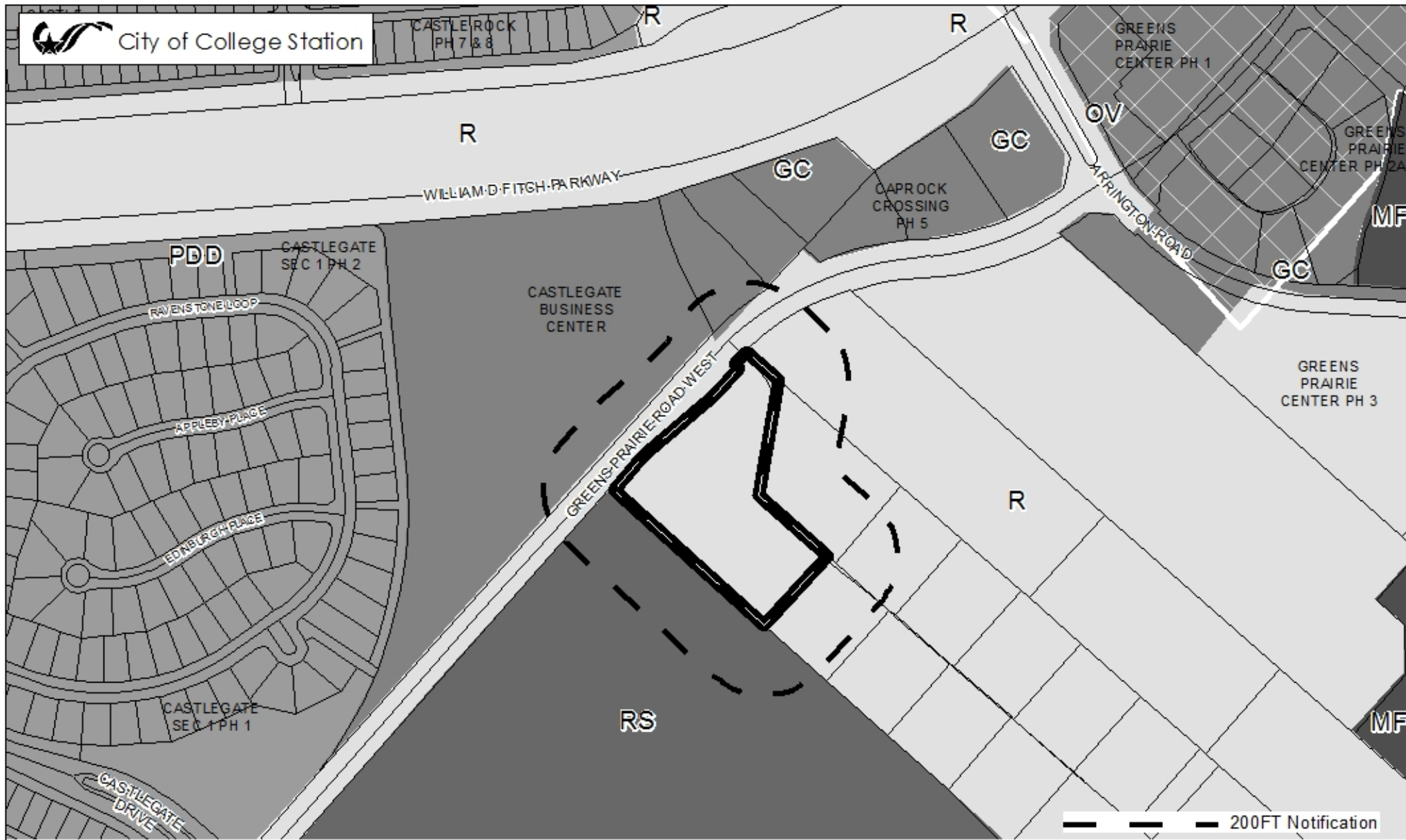
Annexation: November 2002
Zoning: A-O Agricultural Open upon annexation
A-O Agricultural Open renamed to R Rural in 2013
Final Plat: N/A - Unplatted
Site development: Property is developed as one single-family residence.

VICINITY MAP



0 0.75 1.5 3 Miles

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



ZONING DISTRICTS (In Grayscale)

Residential		Non-Residential		Planned Districts		Design Districts		Overlay Districts		Retired Districts	
R	Rural	MU	Mixed-Use	CI	Commercial Industrial	WPC	Wolf Pen Creek Dev. Cor.	OV	Corridor Ovr.	R-1B	Single Family Residential
E	Estate	MHP	Manufactured Home Pk.	BP	Business Park	NG-1	Core Northgate	RDD	Redevelopment District	R-4	Multi-Family
RS	Restricted Suburban	NAP	Natural Area Protected	BPI	Business Park Industrial	NG-2	Transitional Northgate	KO	Krenak Tap Ovr.	R-6	High Density Multi-Family
GS	General Suburban	O	Office	C-U	College and University	NG-3	Residential Northgate	NPO	Nbrhd. Prevailing Ovr.	RD	Research and Dev.
D	Duplex	SC	Suburban Commercial	P-MUD	Planned Mixed-Use Dist.			NCO	Nbrhd. Conservation Ovr.	M-1	Light Industrial
T	Townhome	GC	General Commercial	PDD	Planned Develop. Dist.			HP	Historic Preservation Ovr.	M-2	Heavy Industrial
MF	Multi-Family										



0 387.5 775 Feet

WHITE'S CREEK

Case:
REZ2017-000020

REZONING



0

387.5

775

Feet

WHITE'S CREEK

Case:
REZ2017-000020

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 12-4.2, “OFFICIAL ZONING MAP,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO E ESTATE ON APPROXIMATELY FIVE ACRES GENERALLY LOCATED AT 15590 WHITE’S CREEK LANE CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A, “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 12-4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”**, 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 25th day of September, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 12-4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R Rural to E Estate:

**FIELD NOTES
OF A
4.84 ACRE TRACT
BEING OUT OF THE
AUGUST BABILLE SURVEY, A-75
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Being all of that certain lot, tract or parcel of land containing 4.48 acres, being out of the August Babilie Survey, A-75, in the City of College Station, Brazos County, Texas, according to the deed to BK Homes Development, Inc., recorded in Volume 13729 Page 190 of the Official Records of Brazos County, Texas. Said 4.84 acre being a combination of two tracts and a save and except tract out of an unrecorded addition along Whites Creek Road, being out of a 29.476 acre tract of land described in a deed to Lonnie Stabler recorded in Volume 340 Page 511. The three consist of: Tract One being a 1.24 acre tract; Tract Two being a 3.811 acre tract; and the Save and Except being a 0.205 acre tract of right of way expansion of Greens Prairie Road West, a city road. Said 4.84 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of the herein described 4.84 acre tract, and being a point along the southeast right of way line of Greens Prairie Road West. Point being the south corner of the said Save and Except expansion.

THENCE along the southeast right of way line of Greens Prairie Road West and the common line between the said Save and Except expansion and the herein described 4.84 acre tract, five calls:

- 1) N 45°50'45" E, a distance of 143.95 feet to a 1/2" iron rod set.
- 2) N 53°11'51" E, a distance of 267.85 feet to a 1/2" iron rod set.
- 3) N 45°50'10" E, a distance of 100.35 feet to a 1/2" iron rod set.
- 4) N 45°15'19" W, a distance of 16.75 feet to a 1/2" iron rod found.
- 5) N 49°08'46" E, a distance of 50.15 feet to a 1/2" iron rod set at a point along the southwest line of a 7.578 acre tract of land described in a deed to Howard Shoemaker recorded in Volume 10982 Page 42. Point being along the north line of the said Tract Two 3.811 acre tract.

THENCE along the common line between the Shoemaker 7.578 acre tract, the Tract Two 3.811 acre, and the herein described 4.84 acre tract, S 45°55'13" E, a distance of 113.59 feet to a 1/2" iron rod set at the north corner of a 2.46 acre tract of land described in a deed to Milton E. Rister recorded in Volume 1187 Page 646.

THENCE along the common line between the Rister 2.46 acre tract, the Tract Two 3.811 acre tract, and the herein described 4.84 acre tract, two calls:

1) S 13°31'06" W, a distance of 338.62 feet to a 3/8" iron rod found.

2) S 44°58'17" E, passing on line a distance of 29.96 feet, a 3/8" iron rod found at the north corner of The said Tract One 1.24 acre tract as the common corner with Tract Two 3.811 acre tract, then continue along the common line between the Tract One 1.24 acre tract and the Rister 2.46 acre tract, a total distance of 254.81 feet to a 1/2" iron rod set at the north corner of a 1.45 acre tract of land described in a deed to Matt and Evelyn Medlock recorded in Volume 699 Page 656.

THENCE along the common line between the Medlock 1.45 acre tract, the Tract One 1.24 acre tract, and the herein described 4.84 acre tract, S 44°53'04" W, a distance of 269.94 feet to a 1/2" iron rod set at a point along the northeast line of a 368.57 acre tract of land described in a deed to OGC CNO JV, LLC, recorded in Volume 13744 Page 240.

THENCE along the common line between the OGC CNO JV, LLC 368.57 acre tract, the Tract One 1.24 acre tract, and the herein described 4.84 acre tract, N 45°13'48" W, passing on line the common corner of Tract One 1.24 acre tract and Tract Two 3.811 acre tract, then continuing a total distance of 574.43 feet to **THE POINT OF BEGINNING** and containing 4.84 acres of land according to a survey performed on the ground under the supervision of Paul Williams Registered Professional Land Surveyor No. 5743, on March 6, 2017.

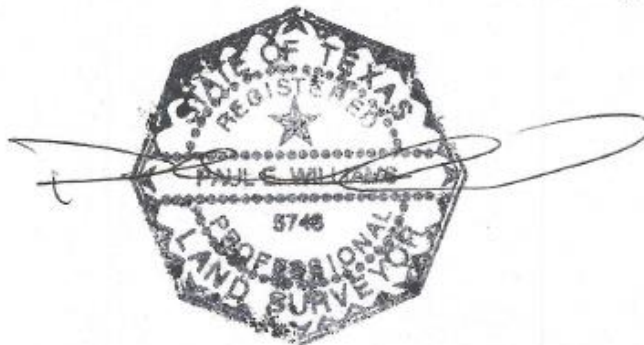


EXHIBIT “B” – Rezoning Map

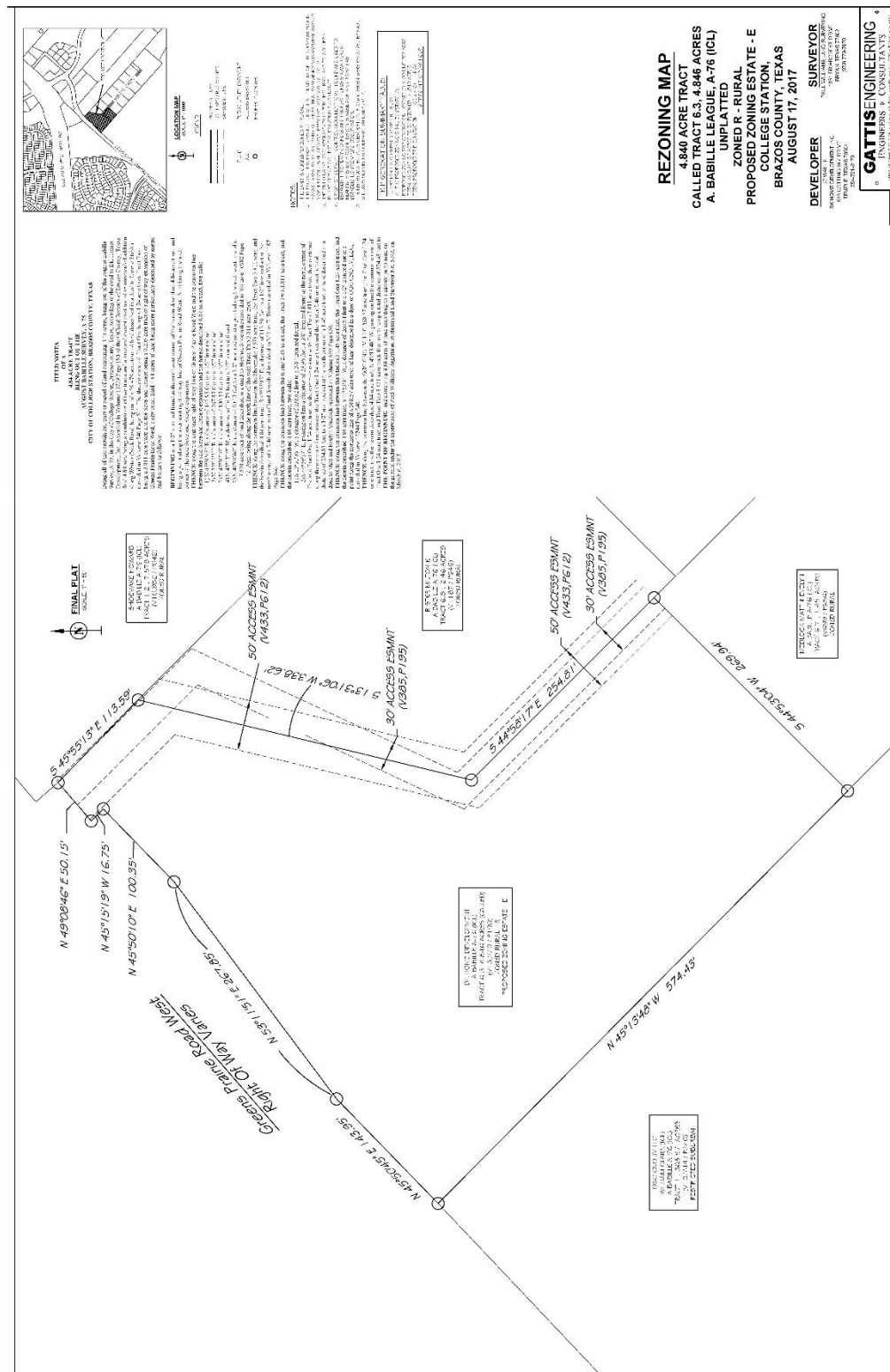


EXHIBIT "C"

**PROPOSED
Zoning**



**EXISTING
Zoning**





Legislation Details (With Text)

File #:	17-0496	Version:	1	Name:	BVSWMA Appointments
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	8/25/2017	In control:		In control:	City Council Regular
On agenda:	9/25/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.				
Sponsors:	Tanya McNutt				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Rick Floyd currently serves as one of College Station's three appointments to the BVSWMA Board of Directors. Mr Floyd's term expires on September 30, 2017, requiring the Council to appoint a new director. There are no term limits if the Council chooses to re-appoint Mr. Floyd to the Board.

Budget & Financial Summary: None

Attachments: