



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, October 26, 2017

7:00 PM

City Hall Council Chambers

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

Presentation

Proclamation recognizing Marci Rodgers for her service to the senior community sponsored by the Senior Advisory and Historic Preservation Committees.

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. [17-0635](#) Presentation, possible action, and discussion of minutes for:
 - October 12, 2017 Workshop
 - October 12, 2017 Regular

Sponsors: McNutt

Attachments: [WKSHP101217 DRAFT Minutes](#)
[RM101217 DRAFT Minutes](#)

- 2b. [17-0615](#) Presentation, possible action, and discussion regarding a construction contract (Contract No. 17300529) with McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc., in the amount of \$1,968,469 for the Carters Creek Wastewater Treatment Plant Electrical Improvements Project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt.

Sponsors: Harmon

Attachments: [17-068 Bid Tabulation](#)
[2017-10-02 CCWWTP Electrical Improvements - Project Location Map](#)
[CCWWTP Electric Improvements - DRR](#)

- 2c. [17-0616](#) Presentation, possible action, and discussion on a professional services contract (Contract No. 18300036) with Jones & Carter, Inc. in the amount of \$419,000, for the final design and construction phase services of the Royder Road Phase 2 Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Sponsors: Harmon

Attachments: [Project Map-1](#)
[Royder Rd Phase II - Debt Resolution](#)

- 2d. [17-0624](#) Presentation, possible action, and discussion regarding awarding a two year contract for Wood Pole Treatment and Inspections with Smith Mountain Investments, LLC. in the amount of \$312,177.50 per year.

Sponsors: Crabb

Attachments: [Tabulation](#)

- 2e. [17-0625](#) Presentation, possible action, and discussion approving a resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$263,047.

Sponsors: Leonard

Attachments: [RESOLUTION authorizing funding](#)

- 2f. [17-0631](#) Presentation, possible action, and discussion regarding approval of a Semi-Annual Report on Small Area Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and System-Wide Impact Fees for Water, Wastewater, and Roadway.

Sponsors: Cotter

Attachments: [Full Semi-Annual Report 10.12.17](#)

- 2g. [17-0637](#) Presentation, possible action, and discussion on approval of the 2017 Property Tax Roll in the amount of \$43,300,208.53.
- Sponsors:** Leonard
- Attachments:** [C2 2017 Levy](#)
[City CS Levy Letter 2017](#)
- 2h. [17-0610](#) Presentation, possible action, and discussion regarding the annual master purchase agreement 14-419 with the Reynolds Company for Rockwell Automation SCADA products and services not to exceed \$150,000.
- Sponsors:** Coleman
- 2i. [17-0622](#) Presentation, possible action, and discussion regarding an ordinance approving the attached Participation Agreement with College Station Town Center, Inc., to share the cost of constructing a 48" sanitary sewer trunk line in the Medical District and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- Sponsors:** Coleman
- Attachments:** [CS Town Center Participation Agreement Ordinance.pdf](#)
[Sewer Medical District TL - DRR Resolution.pdf](#)
[CS Town Center Participation Agreement wExhibits 20 Oct 2017.pdf](#)
- 2j. [17-0634](#) Presentation, possible action, and discussion regarding approval of an ordinance amending Chapter 12, "Unified Development Ordinance", Section 12-8.8 (A) "Purpose", Section 12-8.8(C)(9) "Use of Fees", Section 12-8.8(F)(2) "Special Fund; Right to Refund"; of the Code of Ordinances of the City of College Station, Texas; setting forth rules and regulations relating to Parkland Dedication; providing a severability clause; declaring a penalty; and providing an effective date.
- Sponsors:** Schmitz
- Attachments:** [Ordinance](#)

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. [17-0626](#) 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 GC General Commercial and GS General Suburban to GC General Commercial and NAP Natural Areas Protected for approximately 0.62 acres of land, generally located at 1600 Texas Avenue South. Case # REZ2017-000022 .

Sponsors:

Thomas

Attachments:

[Background Information](#)

[Vicinity, SAM & Aerial](#)

[Application](#)

[Rezoning Map](#)

[Ordinance](#)

2. [17-0617](#) Presentation, possible action, and discussion on a location for the City of College Station Gateway Monument SH 6 South.

Sponsors:

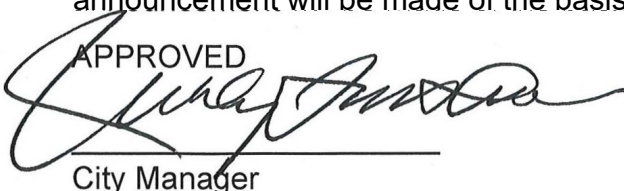
Harmon

3. 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.

4. 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 October 20, 2017 at 5:00 p.m.



Deputy City Secretary

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

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

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

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

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



Legislation Details (With Text)

File #: 17-0635 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 10/16/2017 **In control:** City Council Regular
On agenda: 10/26/2017 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• October 12, 2017 Workshop
• October 12, 2017 Regular
Sponsors: Tanya McNutt
Indexes:
Code sections:
Attachments: [WKSHP101217 DRAFT Minutes](#)
[RM101217 DRAFT Minutes](#)

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

- October 12, 2017 Workshop
- October 12, 2017 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- October 12, 2017 Workshop
- October 12, 2017 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 12, 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

Tory Oxendahl, 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 5:00 p.m. on Thursday, October 12, 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 5:02 p.m. on Thursday, October 12, 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 regarding contracts for the purchase of approximately 110 acres of land for the development of Westside Community Park.
- C. Deliberation on the purchase, exchange, lease or value of real property; to wit:
- Property located generally North of the intersection of Texas Avenue and Gilchrist Avenue 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 6:11 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 2q, 2s, and 2t were pulled from Consent for clarification.

(2q): Mary Ellen Leonard, Director of Finance, gave clarification on the investment committee which consist of the Assistant City Manager, and at least two other staff members designated by the City Manager. This committee will be responsible for selecting eligible broker/dealers, reviewing, and updating the investment policy annually and investing City funds in accordance with the Public Funds Investment Act.

(2s) & (2t): Jason Schubert, Planning and Development, gave clarification on options applicants have for single family residential parking requirements for platting, and the removal of parking on a public street requires council approval according to state law.

5. Presentation, possible action, and discussion regarding an update on water conservation results. Presented by Professor Ron Kaiser.

Dave Coleman, Director of Water Services, introduced Professor Ron Kaiser who developed diagnostics to estimate how much water has been saved.

Professor Ron Kaiser provided an update on water conservation results, which include five targeted interventions:

1. BVWATERSMART website & network
2. Weekly watering notifications
3. Providing water budgets to homeowners

4. Irrigation check-ups
5. Homeowner irrigation workshops.

Mr. Kaiser elaborated on the five interventions by pointing out that improved efficiency in irrigation has reduced use by 335,000,000 gallons. This is equivalent to one month's total winter city water use and this is also the amount of water a 1,000 households of four would use in a year. He went on to explain that College Station residents positively respond to water saving educational interventions.

6. Council Calendar

Council reviewed the calendar.

7. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, 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.

Mayor Mooney reported on the TML Annual Conference.

8. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 7:08 p.m. on Thursday, October 12, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 12, 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 Liasion

Tory Oxendahl, 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 7:19 p.m. on Thursday, October 12, 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.

Proclamation for Municipal Court Week.

Mayor Mooney presented the proclamation marking November 6 – 10 as Municipal Court Week to Judge Ed Spillane, Court Operations Supervisor, Marie Barringer, Customer Services Coordinator, Shasi Smith, Collection Services Coordinator, Lucy Coronilla, Deputy Court Clerk, Sherry Brown, and City Marshal, Michael Lundy.

Proclamation for the College Station Firefighters "Fill the Boot" for the Muscular Dystrophy Association.

Mayor Mooney presented the College Station Fire Department with a proclamation proclaiming October 26, 27, and 28 as College Station Fire Department "Fill the Boot" Days.

Councilmember Benham recognized Ashley and Alley Schultz, the daughters of Councilmember Schultz, who were in attendance at the Council meeting.

Hear Visitors Comments

John Ellison, Southwood Valley, came before Council with a heavy heart regarding the college students who participate in Northgate activities.

CONSENT AGENDA

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

- **September 25, 2017 Workshop Meeting**
- **September 25, 2017 Regular Meeting**
- **October 2, 2017 Special Meeting**

2b. Presentation, possible action, and discussion on renewing the financial advisory services consultant contract with Hilltop Securities, Inc. for the not-to-exceed contract amount of \$150,000.

2c. Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, possible action, and discussion on approving a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY18 in the amount of \$25,000.

2d. Presentation, possible action, and discussion on approval of a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY18 in the amount of \$350,000.

2e. Presentation, possible action, and discussion on approving a funding agreement between the City of College Station and College Station Noon Lions Club for FY18 in the amount of \$15,000.

2f. Presentation, possible action, and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for FY18 in the amount of \$390,868 for Affiliate funding and art and tourism marketing.

2g. Presentation, possible action, and discussion on approving the budget of the Bryan/College Station Chamber of Commerce and presentation, possible action, and discussion on approving a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY18 in the amount of \$25,000.

2h. Presentation, possible action, and discussion on approving the budget of Easterwood Airport and presentation, possible action, and discussion on approving a funding agreement between the City of College Station and the Easterwood Airport for FY18 in the amount of \$114,376.

2i. Presentation, possible action, and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action, and discussion on approving the

agreement between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance FY18 totaling \$325,000.

2j. Presentation, possible action, and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action, and discussion on a tri party funding agreement between the City of College Station, City of Bryan and the Brazos Valley Convention and Visitors Bureau for FY18 in the amount of \$2,280,236, with the College Station portion being \$1,846,991 and the Bryan portion being \$433,245.

2k. Presentation, possible action, and discussion on approving a funding agreement between the City of College Station and Keep Brazos Beautiful for FY18 in the amount of \$49,190.

2l. Presentation, possible action, and discussion on the award of RFP No. 18-001 for the purchase of City branded uniforms (T-Shirts, Caps and Polos) for Parks athletic programs and for other City departments with CC Creations (\$65,000) and M&M Apparel (\$65,000) for a combined annual estimated expenditure of \$130,000.

2m. Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY18 in the amount of \$400,000 to administer the CVB Grant Program.

2n. Presentation, possible action, and discussion regarding construction contract (No.17300564) with Elliott Construction, LLC, in the amount of \$3,291,339.17, for the construction of the Eastgate Rehab PH IV Project, and approval of Resolution No. 10-12-17-2n declaring intention to reimburse certain expenditures with proceeds from debt.

2o. Presentation, possible action, and discussion on a professional services contract no. 17300585 with Binkley & Barfield, Inc. in the amount of \$301,495 for the professional engineering services related to the preliminary design of the Greens Prairie Road and Greens Prairie Trail Project.

2p. Presentation, possible action, and discussion regarding contract no. 17300582 between the City of College Station and Freese and Nichols, Inc. in the amount of \$258,200 for the Drainage Capital Plan.

2q. Presentation, possible action, and discussion on Resolution No. 10-12-17-2q stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

2r. Presentation, possible action, and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-16). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$166,078.27.

2s. Presentation, possible action, and discussion of Ordinance No. 2017-3945 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the northeast side

of Little River Street beginning at the intersection of Harvey Mitchell Parkway South and extending 175 feet northwest to the intersection with a private alley.

2t. Presentation, possible action, and discussion of Ordinance No. 2017-3946 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the northwest side of Cordova Ridge Court beginning at the intersection of Renee Lane and extending 640 feet southwest into its cul-de-sac.

2u. Presentation, possible action, and discussion on approving a contract amendment removing contradictory language from College Station Community Development Block Grant Funding Contract with Brazos Valley Community Action Programs for the 1112 Waynesboro Court Affordable Rental Activity Contract No.17300514.

2v. Presentation, possible action, and discussion on approving a contract amendment removing contradictory language from College Station Community Development Block Grant Funding Contract with Twin City Mission for the 2404 Blanco Drive Affordable Rental Activity Contract No.17300512.

2w. Presentation, possible action, and discussion regarding Ordinance No. 2017-3947 amending Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Section 16-52, "Amendments to the International Fire Code" to allow the CSPD SWAT team to have key box access.

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," 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 PDD Planned Development District to PDD Planned Development District by amending the Concept Plan for approximately 11 acres of land being situated in Lots 1A, 2A & 3, Block 1 of the Northpoint Crossing Subdivision, more generally located at 425 Northpoint Crossing Drive. Case #REZ2017-000014

Jenifer Paz, Planning and Development, stated that this request is to modify the Concept Plan of the existing PDD. This request proposes changes to the Concept Plan by reducing sidewalks along Northpoint Crossing Drive (a public way) to allow for redesign of parking along the public way that accommodates head-in parking and makes modifications to the sign ordinance in order to improve site identification and wayfinding.

The Planning and Zoning Commission heard this item at their September 21st meeting and voted unanimously to recommended approval.

At approximately 7:48 p.m., Mayor Mooney opened the Public Hearing.

The applicant spoke.

There being no comments, the Public Hearing was closed at 7:55 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (6) for and none (0) opposed, with Councilmember Moore abstaining, to adopt Ordinance 2017-3948, 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 PDD Planned Development District to PDD Planned Development District by amending the Concept Plan for approximately 11 acres of land being situated in Lots 1A, 2A & 3, Block 1 of the Northpoint Crossing Subdivision, more generally located at 425 Northpoint Crossing Drive. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan to realign a future minor collector roadway planned to intersect Arrington Road from the west between South Oaks Drive and Harpers Ferry Road to align with Harpers Ferry Road. Case #CPA2017-000012

Jason Schubert, Planning and Development, stated that the proposed thoroughfare plan amendment adjusts the location of where a future minor collector is planned to intersect Arrington Road by realigning it to Harpers Ferry Road. The application is necessary as the proposal affects the alignment relationship of two thoroughfares and realigns a planned thoroughfare more than 1,000 feet, which is the maximum the Unified Development Ordinance allows staff the discretion to consider. The application was submitted by Brazos County as part of their effort to complete the design and reconstruction of a portion of Arrington Road. Additional background regarding prior land use and thoroughfare planning efforts in the area are provided as part of the attached Background Information.

The Planning and Zoning Commission heard this item at their October 5th meeting and voted unanimously to recommended approval.

At approximately 8:45 p.m., Mayor Mooney opened the Public Hearing.

Karen Pitts, Nantucket, stated her concerns of the safety of her neighborhood. Mrs. Pitts requested Council to postpone the decision on the realignment of Harpers Ferry, and give our constituents a chance to find ways to stem the overwhelming cut-through traffic that will affect Nantucket and South Oaks.

Marie Wolfe, College Station, requested Council to deny the application to amend the Comprehensive Plan until TDM is redone with all the streets in Nantucket that could be impacted are identified and included and the collector as it appears in the current thoroughfare Plan is removed since that collector is not anticipated to be built in the foreseeable future. (Written Only)

Ward V. Wells, Nantucket, gave a background of the Nantucket subdivision. Mr. Wells also spoke on the safety issues from the design and reconstruction of a portion of Arrington Road.

Karen L. Weir, Nantucket, spoke on safety issues of the traffic increase and effects of the alignment down Arrington through Nantucket Neighborhood streets.

Sherry Bame, Nantucket, spoke on neighborhood integrity of Nantucket and an assault on their neighborhoods safety. Mrs. Bame also stated her concerns on the effects of the alignment down Arrington through Nantucket Neighborhood streets.

Mary Lou Price, Nantucket, spoke in regards to the Kimberly-Horn discrepancy and addressing the questions from Mrs. Wolfe.

Robert Rose, Bryan, spoke on the bicycle and pedestrians safety and addressing those issues before moving forward with the alignment.

Juanita Corrier, Nantucket, asking if anyone has drove down the streets of Nantucket, to really understand that these roads can't handle any more traffic.

David Ogden, Nantucket, spoke on the affects the alignment will cause for Misty Ln, and the safety issue with the cut through of Nantucket to Misty Ln.

Anna Janne, Nantucket, stated that she is piggy backing on what the other concern citizens saying, which are the safety issues of the traffic.

There being no comments, the Public Hearing was closed at 9:10 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Harvell, the City Council voted two (2) for and five (5) opposed, with Mayor Mooney and Councilmembers Benham, Schultz, Moore, and Rektorik voting against, to postpone Ordinance 2017-3949, amending the Comprehensive Plan by amending the Thoroughfare Plan to realign a future minor collector roadway planned to intersect Arrington Road from the west between South Oaks Drive and Harpers Ferry Road to align with Harpers Ferry Road. The motion failed.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Schultz, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Harvell voting against, to approve Ordinance 2017-3949, amending the Comprehensive Plan by amending the Thoroughfare Plan to realign a future minor collector roadway planned to intersect Arrington Road from the west between South Oaks Drive and Harpers Ferry Road to align with Harpers Ferry Road. The motion carried.

At 9:23 p.m., Mayor Mooney recessed the Regular.

Regular reconvened at 9:32 p.m.

3. Public Hearing, presentation, possible action, and discussion of an Ordinance amending Chapter 107, "Impact Fees", Article III, "System-Wide Impact Fees", Section 107-73,

“System-Wide Roadway Impact Fees”, of the Code of the City of College Station, Texas, reducing the roadway impact fee collection rate to zero.

Carol Cotter, City Engineer, briefed Council on the maximum impact fees for roadways that was adopted last year, with a lower collection rate phased in over a three-year period. The roadway impact fees is a funding source to help mitigate the estimated \$134 million in capital improvements needed in the next ten years and the first of the phased-in fees are scheduled to be collected beginning December 1, 2017. With Council’s direction to bring back to discuss roadway impact fees scheduled to go into effect on December 1, 2017. Staff is seeking direction from the Council on the amount of roadway impact fees to be collected and the implementation schedule. Staff recommends

At approximately 9:51 p.m., Mayor Mooney opened the Public Hearing.

Richard Woodward, College Station, stated he concurred with Councilmember Benham because he is an economist. Mr. Woodward request council to deny reducing the amount of roadway impact fees.

Robert Rose, Bryan, informed council about a pattern he has notice with his business showing a decrease in sales as each month comes to a close. He attributes this to citizens running out of money towards the end of the month after paying their rent or mortgage. If we eliminate impact fees then taxes will be increased and businesses will lose potential customers.

Veronica Morgan, spoke on how to make impact fees equitable by better defining which roadways on the thoroughfare plan will give a developer credit towards impact fees.

There being no comments, the Public Hearing was closed at 9:59 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted two (2) for and five (5) opposed, with Mayor Mooney and Councilmembers Brick, Rehtorik, Harvell, and Moore voting against, to adopt Ordinance 2017-3950, amending Chapter 107, “Impact Fees”, Article III, “System-Wide Impact Fees”, Section 107-73, “System-Wide Roadway Impact Fees”, of the Code of the City of College Station, Texas, reducing the roadway impact fee collection rate to zero. The motion failed.

4. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan by amending Maps B and C within the “Parks and Recreation Master Plan” and revising Neighborhood Park Zones and Community Park Zones.

David Schmitz, Director of Parks and Recreation, stated that the Parks and Recreation Advisory Board studied the Parkland Dedication Ordinance in an effort to address issues that had arisen over the last few years. Their recommendations are included in the suggested Ordinance changes.

Changes to the Comprehensive Plan include:

- Change the Neighborhood Park Zones to no longer include the College Station ETJ and combining some of the Neighborhood Park Zones

- Reduce Community Park Zones from four areas to two areas by combining Zones A & B into one Zone (West of HWY 6) and combining Zones C & D into one Zone (East of HWY 6).

The Planning and Zoning Commission heard this item at their September 21st meeting and agreed with the recommendations of the Parks and Recreation Advisory Board (5-1 vote).

At approximately 10:56 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:56 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2017-3951, amending the Comprehensive Plan by amending Maps B and C within the “Parks and Recreation Master Plan” and revising Neighborhood Park Zones and Community Park Zones. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding approval of an ordinance amending Chapter 12, “Unified Development Ordinance”, Section 12-8.8 (A) “Purpose”, Section 12-8.8(C)(9) “Use of Fees”, Section 12-8.8(F)(2) “Special Fund; Right to Refund”; of the Code of Ordinances of the City of College Station, Texas; setting forth rules and regulations relating to Parkland Dedication; providing a severability clause; declaring a penalty; and providing an effective date.

David Schmitz, Director of Parks and Recreation, stated that the Parks and Recreation Advisory Board studied the Parkland Dedication Ordinance in an effort to address issues that had arisen over the last few years. Their recommendations are included in the suggested Ordinance changes. The changes made are to include verbiage that allows for the purpose and use of collected Parkland Dedication Fees to also include “improvements” to existing parks; extend the right to refund term to “10 years” from 5 years; and to also include the verbiage of fees “encumbered or expended” as not eligible for refund in the right to refund section.

The Planning and Zoning Commission, at their September 21, 2017 meeting, agreed to Section 12- 8.8(A) “Purpose” and Section 12-8.8(C)(9) “Use of Fees” which was the addition of verbiage to include “improvements of parks as an allowed use of collected Parkland Dedication Fees (5-1 vote).

The Planning and Zoning Commission disagreed with Section 12-8.8(F)(2) “Special Fund; Right to Refund” which was extending the time period from 5 years to 10 years and added the verbiage to include “encumbered or expended” in relation to the use of collected Parkland dedication fees. (1-5 vote)

At approximately 11:17 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 11:17 p.m.

Council recommended staff to bring back with changes to the ordinance to include: extending the right to refund term to “10 years” from 5 years, and added the verbiage to include “encumbered

by contract or purchase order or extended” in relation to the use of collected Parkland dedication fees. Additionally, Council recommended a change to the ordinance for the right to refund to be automatic and not by request.

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

Councilmember Benham requested for future council meetings to have a start time of 4:00 p.m. for the Workshop and entering Executive Session, 5:00 p.m. for resuming the Workshop, and 6:00 p.m. for the Regular.

Councilmember Benham requested a future workshop item on cyber security.

Councilmember Harvell requested updates on the progress of the new police facility.

Councilmember Schultz requested a workshop item on Parks and Recreation Master Plan pertaining to parkland and dedication fees.

Councilmember Rektorik requested a process for all council to attend an event, if not posted.

14. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 11:40 p.m. on Thursday, October 12, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

Legislation Details (With Text)

File #:	17-0615	Version:	1	Name:	CCWWTP Electrical Improvements Construction Contract
Type:	Contract	Status:			Consent Agenda
File created:	10/7/2017	In control:			City Council Regular
On agenda:	10/26/2017	Final action:			
Title:	Presentation, possible action, and discussion regarding a construction contract (Contract No. 17300529) with McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc., in the amount of \$1,968,469 for the Carters Creek Wastewater Treatment Plant Electrical Improvements Project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	17-068 Bid Tabulation 2017-10-02 CCWWTP Electrical Improvements - Project Location Map CCWWTP Electric Improvements - DRR				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a construction contract (Contract No. 17300529) with McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc., in the amount of \$1,968,469 for the Carters Creek Wastewater Treatment Plant Electrical Improvements Project and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project consists of providing the necessary labor, materials, equipment, and supervision for electrical system improvements for the Carters Creek Wastewater Treatment Plant. The system shall include replacing two (2) Motor Control Centers (MCC) and one (1) Switchgear and conduit, wire, hardware, and all other necessary appurtenances for a complete system.

Budget & Financial Summary: A budget of \$2,960,000 is included for this project in the Wastewater Capital Improvement Projects Fund. A total of \$321,799 has been expended or committed to date, leaving a balance of \$2,638,201 for this contract and remaining expenditures. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because long term debt has not been issued for the project. The debt needed for the project is scheduled to be issued later this fiscal year.

Attachments:

1. Contract - On file in City Secretary's Office
2. Bid Tabulation ITB #17-068
3. Project Location Map
4. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



City of College Station - Purchasing Division
 Bid Tabulation for #17-068
 "Carters Creek Wastewater Treatment Plant Electrical Improvements Project"
 Open Date: Thursday, August 21, 2017 @ 2:00 p.m.

				Britt Rice Electric, L.P. College Station, TX		McDonald Municipal & Industrial-A Division of C.F. McDonald Electric, Inc. Houston, TX		W.W. Payton Corporation Katy, TX	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS									
1	1	LS	General Overhead for all Work including Mobilization, Bonds, Insurance, and Related Items	\$87,687.00	\$87,687.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00
Subtotal - General Items				\$87,687.00		\$150,000.00		\$100,000.00	
ELECTRICAL									
2	1	LS	Perform all required electrical demolition; dispose of all cleared and/or demolished materials.	\$75,601.00	\$75,601.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
3	1	LS	Construction of Switchboard "MS South" complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$129,282.00	\$129,282.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
4	1	LS	Modication of Switchboard "MS North" complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
5	1	LS	Construction of Motor Control Center "MCC-A" complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$174,297.00	\$174,297.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
6	1	LS	Construction of Motor Control Center "MCC-C" complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$198,581.00	\$198,581.00	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00
7	1	LS	Construction of new Centrifuge Control panel with new Back Drive Motor complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$237,905.00	\$237,905.00	\$200,000.00	\$200,000.00	\$250,000.00	\$250,000.00
8	6	EA	Construction of blower control panels complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$29,847.00	\$179,082.00	\$10,000.00	\$60,000.00	\$10,000.00	\$60,000.00
9	1	LS	Provide programming services to existing PLC and SCADA	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00
10	7	EA	Pullbox	\$2,229.00	\$15,603.00	\$2,000.00	\$14,000.00	\$2,500.00	\$17,500.00
11	1	LS	Provide Temporary electrical services complete with controls, conduit, wire, and all else noted in the specifications and contract drawings	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
12	1	LS	Provide and install elctrical miscellaneous.	\$61,006.00	\$61,006.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00
13	1	LS	Provide and install conduits and conductors complete as noted in the specifications and contract drawings	\$930,740.00	\$930,740.00	\$760,369.00	\$760,369.00	\$1,000,000.00	\$1,000,000.00
Subtotal - Electrical Items				\$2,092,097.00		\$1,755,469.00		\$2,060,000.00	
SITE WORK									
14	2	EA	Blower Building Canopy Extensions	\$2,561.00	\$5,122.00	\$15,000.00	\$30,000.00	\$10,000.00	\$20,000.00
15	3	EA	Equipment Concrete Pad	\$6,230.00	\$18,690.00	\$10,000.00	\$30,000.00	\$5,500.00	\$16,500.00
16	1	LS	SWPPP	\$1,584.00	\$1,584.00	\$500.00	\$500.00	\$500.00	\$500.00
17	1	LS	Site Grading	\$10,534.00	\$10,534.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
18	1	LS	Removed with Addendum #2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Site Work Items				\$35,930.00		\$63,000.00		\$40,000.00	
TOTAL BASE BID - ALL ITEMS				\$2,215,714.00		\$1,968,469.00		\$2,200,000.00	
Bid Certification				Y		Y		Y	
Bid Bond				Y		Y		Y	
Addenda Acknowledged				Y		Y		Y	

NOTES: Britt Rice Electric, L.P. Calculation errors

Project Location Map

Carters Creek WWTP

Electrical Improvements

Legend

 Project Location

Streets

Functional Classification

 FREEWAY

 MAJOR ARTERIAL

 MAJOR COLLECTOR

 MINOR COLLECTOR

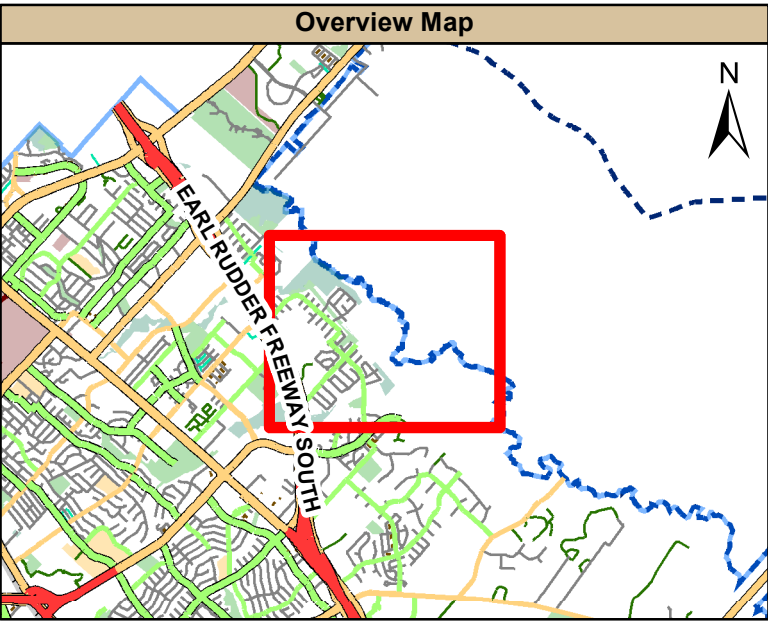
 LOCAL STREET

 PRIVATE STREET

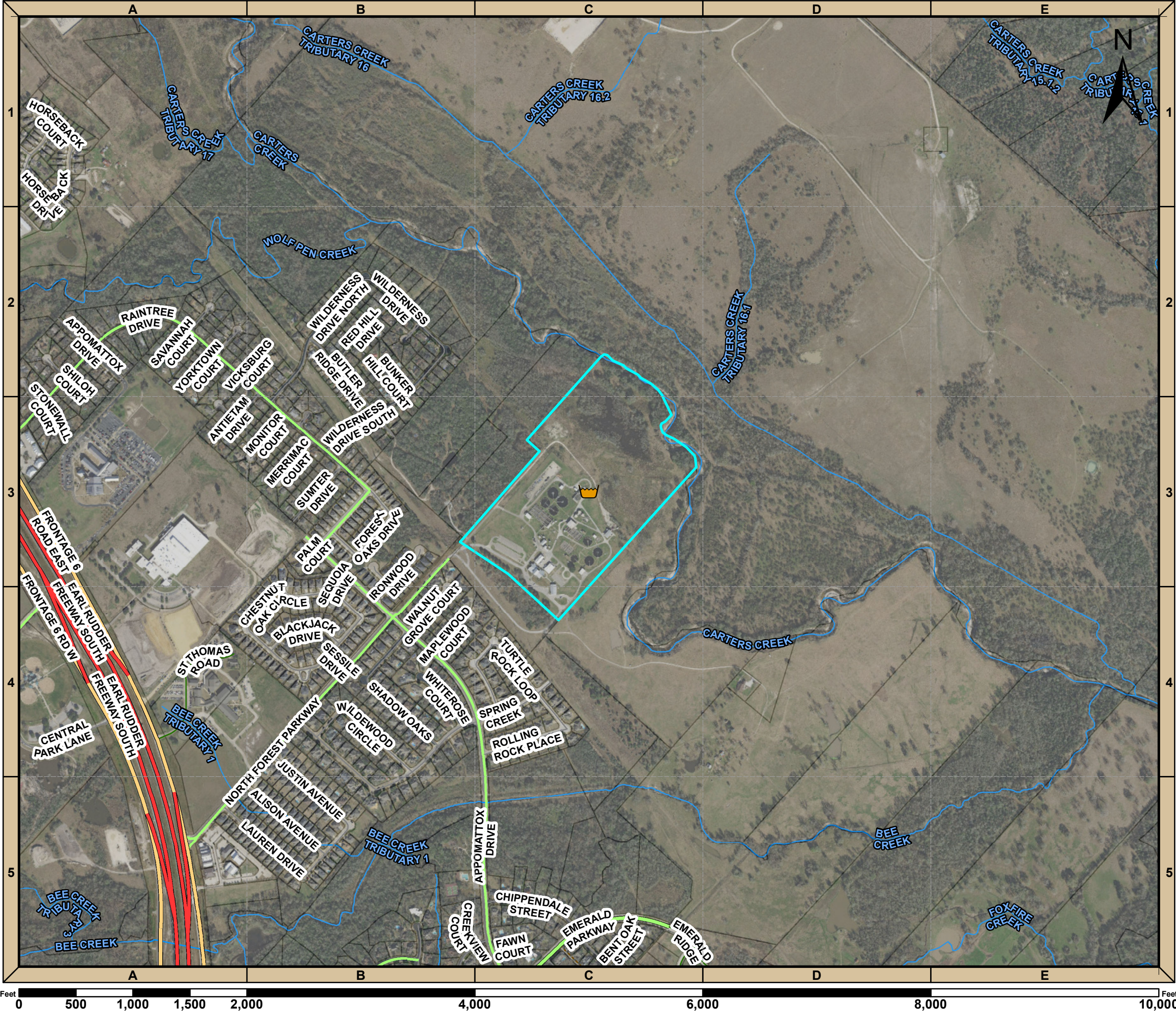
 ALLEY

 Property Parcels

 Rivers



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,500,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 26th DAY OF October, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

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

Exhibit "A"

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

Carters Creek Electrical Improvements

This project consists of providing the necessary labor, materials, equipment, and supervision for electrical system improvements for the Carters Creek Wastewater Treatment Plant. The system shall include replacing two (2) Motor Control Centers (MCC) and one (1) Switchgear and conduit, wire, hardware, and all other necessary appurtenances for a complete system.



Legislation Details (With Text)

File #:	17-0616	Version:	1	Name:	Royder Road Phase II Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/7/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a professional services contract (Contract No. 18300036) with Jones & Carter, Inc. in the amount of \$419,000, for the final design and construction phase services of the Royder Road Phase 2 Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Map-1 Royder Rd Phase II - Debt Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract (Contract No. 18300036) with Jones & Carter, Inc. in the amount of \$419,000, for the final design and construction phase services of the Royder Road Phase 2 Project and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

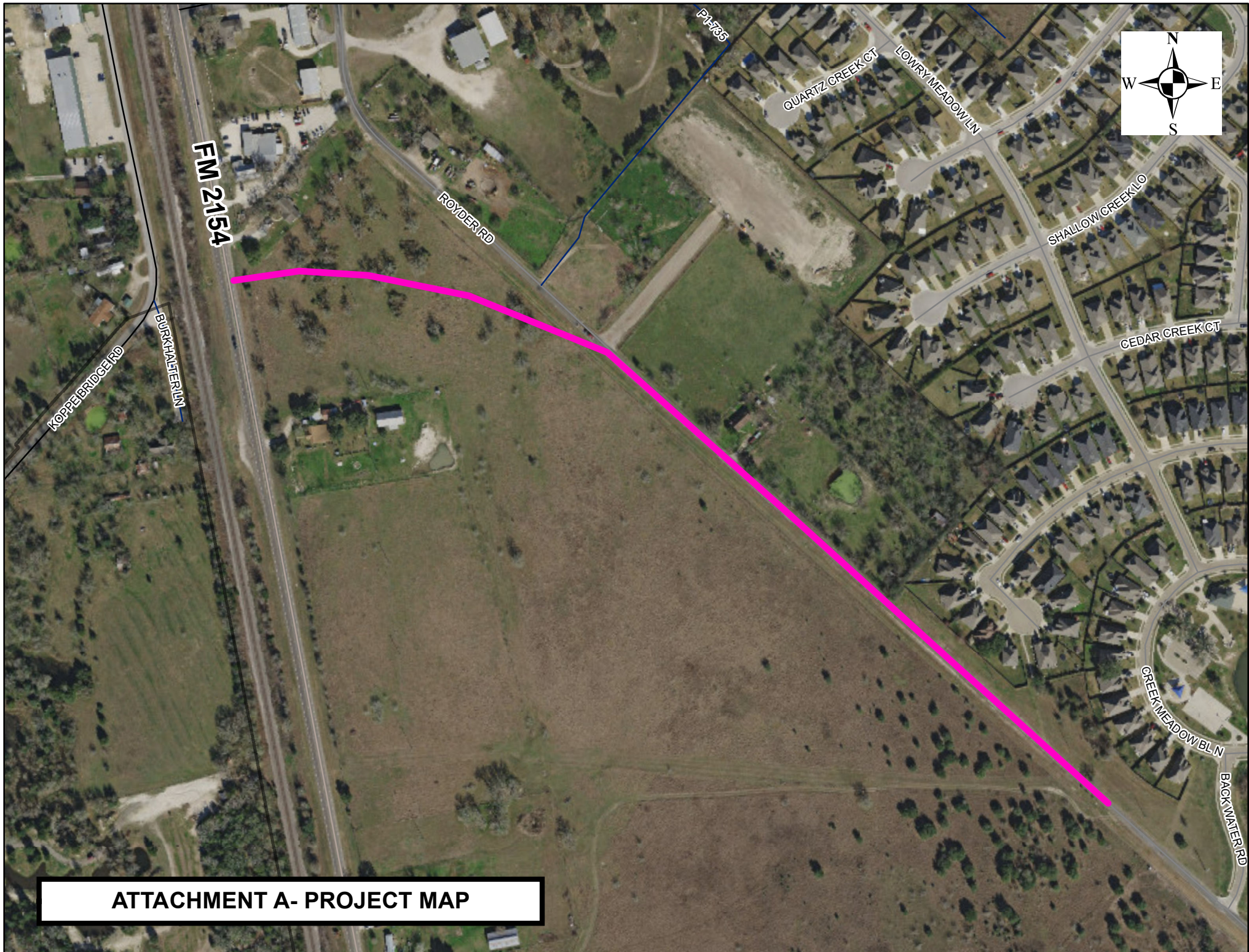
Summary: The scope of this contract includes final design services of the Royder roadway and drainage system, traffic signal design at FM 2154, streetlight design, geotechnical investigation, environmental constraints investigation, bid and construction phase support, and construction materials testing. The intent of this portion of the project is to reconstruct and realign Royder Road from approximately 500 feet north of the intersection with Backwater to FM 2154. The existing two lane open ditch section will be converted to a major collector with two travel lanes, a dedicated center turn lane, bike lanes, curb and gutter, and sidewalks on both sides of the road. Due to an increase in development and school traffic, a section of Royder Road will be realigned to FM 2154 (Wellborn Road) north of the CSISD property.

Budget & Financial Summary: Budget in the amount of \$4,725,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$207,534.15 has been expended or committed to date, leaving \$4,517,465.85 for design and construction. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the

long term debt has not been issued for the project. The debt needed for the project is scheduled to be issued later this fiscal year.

Attachments:

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



ATTACHMENT A- PROJECT MAP

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$5,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 26th DAY OF October, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', written over a horizontal line.

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

Exhibit "A"

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

Royder Road Phase II

This project is for the reconstruction and realignment of Royder Road from approximately 500 feet north of the intersection with Backwater to FM 2154. The existing two lane open ditch section will be converted to a major collector with two travel lanes, a dedicated center turn lane, bike lanes, curb and gutter, and sidewalks on both sides of the road. Due to an increase in development and school traffic, a section of Royder Road will be realigned to FM 2154 (Wellborn Road) north of the College Station Independent School District property.



Legislation Details (With Text)

File #:	17-0624	Version:	1	Name:	Wood Pole Treatment and Inspection, Bid 17-075
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/10/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding awarding a two year contract for Wood Pole Treatment and Inspections with Smith Mountain Investments, LLC. in the amount of \$312,177.50 per year.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding awarding a two year contract for Wood Pole Treatment and Inspections with Smith Mountain Investments, LLC. in the amount of \$312,177.50 per year.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the resolution awarding the contract for the Wood Pole Treatment and Inspection to the lowest responsible bidder meeting specifications to Smith Mountain Investments, LLC.

Summary:

This contract will provide necessary inspections and treatment of wood power poles to determine pole conditions. Poles will be checked for decay and treated appropriately to extend the life of the pole. Poles determined to be beyond repair will be scheduled for replacement. A majority of College Station Utilities Electric System wood power poles were installed in the late 1970's to late 1980's. Wood power pole life expectancy is 30 years.. After 30 years it is an industry standard to inspect and chemically treat the pole to extend the life of the pole. The process is recommend to be done every 10 years. Approximately 2,400 poles per year will be treated and inspected.

Sealed competitive bids were received from one (1) firm with two (2) no bids.

Budget & Financial Summary:

Funds are budgeted and available in the College Station Utilities Electric Department Capital Improvement Project Budget.

Attachments:

Bid Tab



City of College Station - Purchasing Division
Bid Tabulation for #17-075
"Utility System Pole Inspection"
Open Date: Tuesday, September 19, 2017 @ 2:00 p.m.

				Smith Mountain Investments	
FY 2018-2019					
Item	Description	UOM	Qty.	Unit Price	Total
A	Treated	EA	2400	\$34.75	\$83,400.00
B	Reject	EA	280	\$32.50	\$9,100.00
C	Reported	EA	200	\$5.50	\$1,100.00
D	Sound and Bore	EA	200	\$8.45	\$1,690.00
E	Fumigant Treatment (Per Hole)	EA	3500	\$8.50	\$29,750.00
F	Internal Treatment (Per Pole)	EA	200	\$15.75	\$3,150.00
G	Ground Wire Repair	EA	300	\$12.25	\$3,675.00
H	Guy Guard Installs	EA	200	\$12.25	\$2,450.00
I	Install or Replace Pole Numbers	EA	250	\$5.25	\$1,312.50
J	C-Turss Reinforcement				
J a	35' CL 2 to 5	EA	40	\$795.00	\$31,800.00
J b	40' CL 2 to 4	EA	60	\$825.00	\$49,500.00
J c	45' CL 2 to 4	EA	60	\$835.00	\$50,100.00
J d	50' CL 1 to 3	EA	40	\$910.00	\$36,400.00
J e	Fiberglass Wrap Reinforced	EA	10	\$875.00	\$8,750.00
Total				\$312,177.50	

Note: Smith Mountain Investments added an alternate to Item F for an alternate G-Flume per pole at \$17.50 each.



City of College Station - Purchasing Division
Bid Tabulation for #17-075
"Utility System Pole Inspection"
Open Date: Tuesday, September 19, 2017 @ 2:00 p.m.

FY 2019-2020				Smith Mountain Investments	
Item	Description	UOM	Qty.	Unit Price	Total
A	Treated	EA	2400	\$34.75	\$83,400.00
B	Reject	EA	280	\$32.50	\$9,100.00
C	Reported	EA	200	\$5.50	\$1,100.00
D	Sound and Bore	EA	200	\$8.45	\$1,690.00
E	Fumigant Treatment (Per Hole)	EA	3500	\$8.50	\$29,750.00
F	Internal Treatment (Per Pole)	EA	200	\$15.75	\$3,150.00
G	Ground Wire Repair	EA	300	\$12.25	\$3,675.00
H	Guy Guard Installs	EA	200	\$12.25	\$2,450.00
I	Install or Replace Pole Numbers	EA	250	\$5.25	\$1,312.50
J	C-Turss Reinforcement				
J a	35' CL 2 to 5	EA	40	\$795.00	\$31,800.00
J b	40' CL 2 to 4	EA	60	\$825.00	\$49,500.00
J c	45' CL 2 to 4	EA	60	\$835.00	\$50,100.00
J d	50' CL 1 to 3	EA	40	\$910.00	\$36,400.00
J e	Fiberglass Wrap Reinforced	EA	10	\$875.00	\$8,750.00
Total				\$312,177.50	

Note: Smith Mountain Investments added an alternate to Item F for an alternate G-Flume per pole at \$17.50 each.

Letters of No Bid Received from :

- Pike Electric
- Wilson Construction Company



Legislation Details (With Text)

File #:	17-0625	Version:	1	Name:	FY18 Animal Shelter Resolution
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	10/11/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion approving a resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$263,047.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	RESOLUTION authorizing funding				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion approving a resolution authorizing expenditures to the Aggieland Humane Society, Inc. in the amount of \$263,047.

Relationship to Strategic Goals: (Select all that apply)

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$263,047 to the Aggieland Humane Society, Inc.

Summary: On September 25, 2017 Council approved the FY18 budget, which included funding for the Aggieland Humane Society, Inc. An Animal Shelter Services Agreement for services provided by the Aggieland Humane Society, Inc. was approved on September 26, 2013.

The FY18 funding level is based on the animal shelter determination of the estimated cost to the City of College Station for providing the contracted services.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payments are made in 11 equal installments of \$21,920.58 and a twelfth installment of \$21,920.62.

Legal Review: Yes

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS the City of College Station entered into an Agreement for Animal Shelter Services with the Aggieland Humane Society, Inc. on September 26, 2013; and

WHEREAS Article 5 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

Part 1: That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2017-2018 in the amount of \$263,047.00, to be payable in 11 equal installments of \$21,920.58 and a twelfth installment of \$21,920.62.

Part 2: That funds are budgeted and available in the Fiscal Year 2017-2018 Approved Budget in the General Fund.

Part 3: That this resolution is to be effective for the 2017-2018 Fiscal Year from October 1, 2017 – September 30, 2018.

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

ADOPTED this 26th day of October, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	17-0631	Version:	1	Name:	Impact Fees Semi-Annual Report
Type:	Report	Status:		Status:	Consent Agenda
File created:	10/12/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a Semi-Annual Report on Small Area Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and System-Wide Impact Fees for Water, Wastewater, and Roadway.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	Full Semi-Annual Report 10.12.17				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Semi-Annual Report on Small Area Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Improving Mobility
- Sustainable City

Recommendation(s): At their meeting on October 5th, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report - No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station has had five "Small Area" impact fees for over 20 years, and all associated utility construction is complete. System-wide impact fees for water, wastewater and roadways were adopted last year and are being phased in over next couple of years. All five of the small area impact fees were updated by Council in accordance with State Law in November of 2013. This report primarily documents the fees collected in each of the service areas, since there have been no major changes any of the impact fee programs during the reporting period.

The Planning and Zoning Commission, with the inclusion of an ETJ representative for service areas extending into ETJ, serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 107, Impact Fees. On October 5th, 2017 the Advisory Committee

discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. 10/05/17 Impact Fee Semi-Annual Report
2. Impact Fee Service Areas Map - Small Area
3. Land Use Map per Impact Fee Area - Small Area
4. Future Land Use Map
5. Impact Fee Service Area Map Water
6. Impact Fee Service Area Map Wastewater
7. Impact Fee Service Area Map Roadway



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: October 5, 2017
TO: Planning and Zoning Commission / Impact Fee Advisory Committee
FROM: Carol Cotter, P.E., City Engineer
SUBJECT: Semi-Annual Report - Small Area Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02
System-Wide Impact Fees (Water, Wastewater & Roadway)

The City of College Station has had five "Small Area" impact fees, specific to either water or sanitary sewer and the area served by the associated capital improvement, for over twenty years. More recently, "System-Wide" Impact Fees for water, wastewater, and roadways were adopted in latter part of 2016, and are being phased in over the next couple of years. The service area for roadway impact fees is bounded by the city limits; however, service areas for system-wide water and wastewater impact fees do not strictly follow city limit lines and include some areas of the City's Extra-Territorial Jurisdiction (ETJ).

Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. The last update was completed on the Small Area Impact Fees in November 2013. There have been no major changes in either of the impact fee programs during this reporting period. Staff recommends that the Advisory Committee forward this report to City Council for their update.

The City of College Station Ordinance Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC) with the inclusion of an ETJ representative for service areas extending into ETJ. The IFAC is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Small Area Impact Fees

The City of College Station has five Small Area Impact fees in existence, of which all associated construction is complete. As noted, all five of the impact fees underwent a 5-Year Update in 2013 in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review, data from this reporting period are presented in bold font.):

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

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000, revised again to \$316.07 in 2008, and to the current amount in November of 2013. The CIP consisted of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last reporting period are **\$0.00** for total amount of **\$325,481.09**. The remaining amount eligible for collection is about **\$41,494**.

97-01 Sanitary Sewer (Spring Creek – Pebble Hills) (2000 ac.) \$144.01/LUE

This fee was implemented in December 1997 at \$349.55/LUE, was revised to \$98.39 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last reporting period are **\$26,209.85** for total amount of **\$720,000.24**. The remaining amount eligible for collection is about **\$706,141**.

97-02B Sanitary Sewer (Alum Creek – Nantucket) (608 ac.) \$44.71/LUE

This fee was implemented in December 1997 at \$243.38/LUE, was revised to \$59.42 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last reporting period are **\$223.55** for total amount of **\$26,931.79**. The remaining amount eligible for collection is about **\$99,102**.

99-01 Water (Harley)(158 ac.) \$996.03/LUE

This fee was implemented in April 1999 at \$550.00/LUE, was revised to \$769.91 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last reporting period are **\$0.00** for total amount of **\$72,211.11**. The remaining amount eligible for collection is about **\$272,414**.

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

This fee was initially implemented in June 2003 at \$300.00/LUE, was revised to \$357.74 in 2009, and was revised to the current amount in November of 2013. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which

was less than the original report estimated at \$1,596,137. Fees collected over the last reporting period are **\$30,459.14** for total amount of **\$293,177.09**. The remaining amount eligible for collection is about **\$780,292**.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Amount Collected	Remaining Capital Investment to Recoup
92-01 Graham	1710	\$ 339.63	\$325,481	\$ 41,494
97-01 Spring Creek	8565	\$ 144.01	\$720,000	\$706,141
97-02B Alum	2656	\$ 44.71	\$26,931	\$99,102
99-01 Harley	396	\$ 996.03	\$72,211	\$272,414
03-02 Steeplechase	7051	\$ 144.87	\$293,177	\$780,292
		Total	\$1,437,800	\$1,899,443

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Water and wastewater fees are being phased over a two year period, starting at 50% of the adopted fee. Roadway Impacts fees are being phased in over a three year period, with no fee collection year one. Land Use Assumptions and the related Capital Improvements Plans have remained unchanged over the reporting period December 1, 2016 through July 31, 2017. Status of the various programs are as follows and include limited details due to early stages of implementation:

Water	250/LUE (Currently)	\$500/LUE (December 1, 2017)
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System-wide water impact fee revenues totaled **\$11,075**. Associated cost of the adopted water system capital improvements plan is estimated at \$34,140,850. Revenues from the adopted rate are estimated to be \$5,852,048. There are currently no budgeted expenditures, but it is anticipated that the revenues will be used to fund Well #9 and Well #9 Collection Loop projects in FY18. In future years, it is anticipated that the revenue will also support the SH6 Water line project.

Wastewater	\$1,500/LUE (Currently)	\$3,000/LUE (December 1, 2017)
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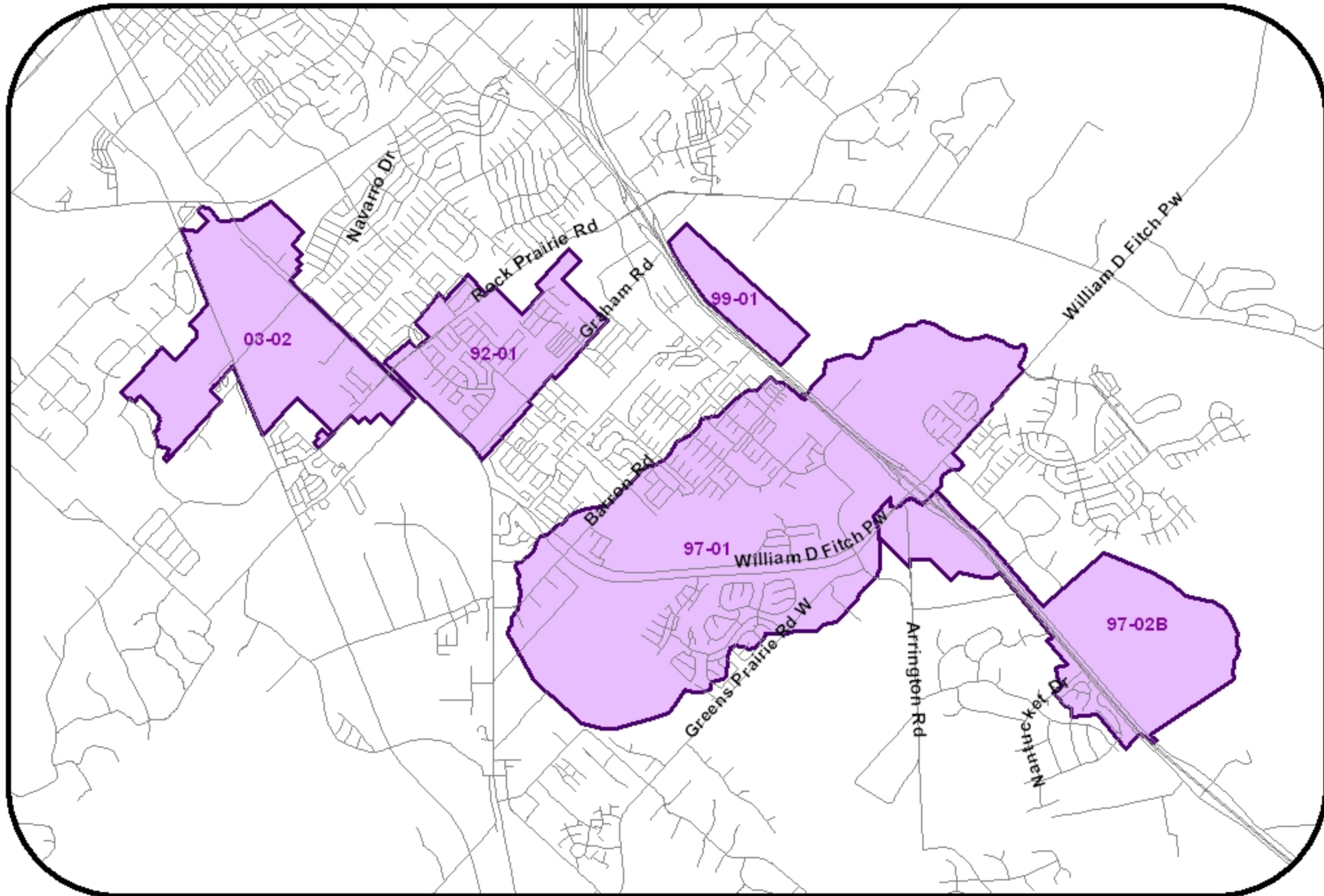
System-wide wastewater impact fee revenues totaled **\$66,450**. Associated cost of the adopted wastewater system capital improvements plan is estimated at \$72,285,486. Revenues from the adopted rate are estimated to be \$39,292,708. There are currently no budgeted expenditures for FY17. It is anticipated that the revenues will be used to fund the Lick Creek Wastewater Treatment Plant expansion in FY18.

Roadway	\$0/LUE (Currently)	\$750/LUE (December 1, 2017)	\$1,500/LUE (December 1, 2018)
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Roadway impact fees are scheduled to begin collection December 1st. Eligible costs of the adopted roadway capital improvements plan are estimated at \$134,000,000. Revenues from the adopted rate are estimated to be \$12,000,000.

Attachments:

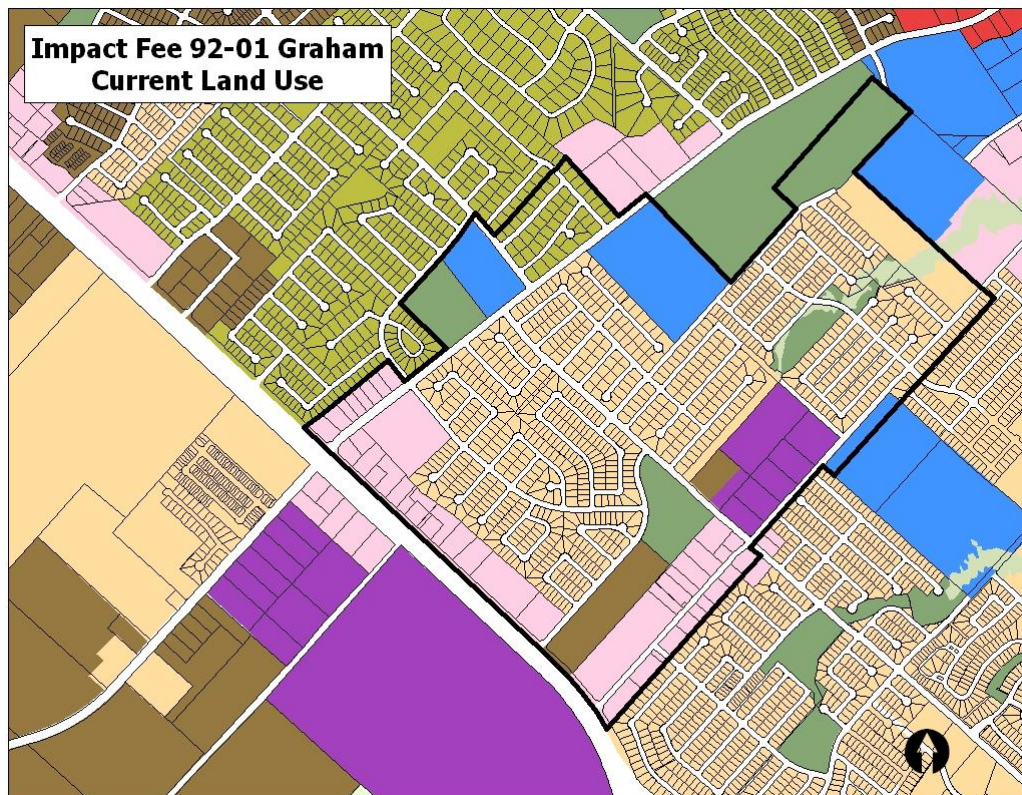
Impact Fee Service Areas Map – Small Area
Land Use Map per Impact Fee Area – Small Area
Future Land Use Map
Impact Fee Service Area Map Water
Impact Fee Service Area Map Wastewater
Impact Fee Service Area Map Roadway



1 inch equals 4,000 feet



Impact Fee Areas - January 2013

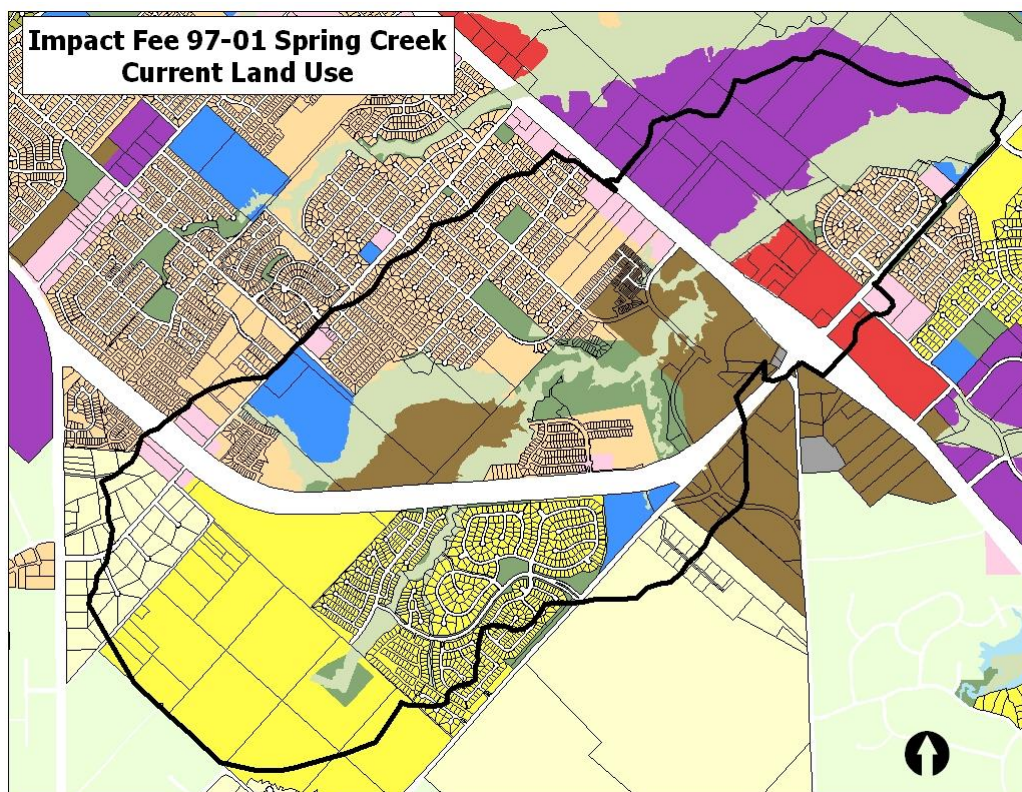


Legend

Land Use Plan

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

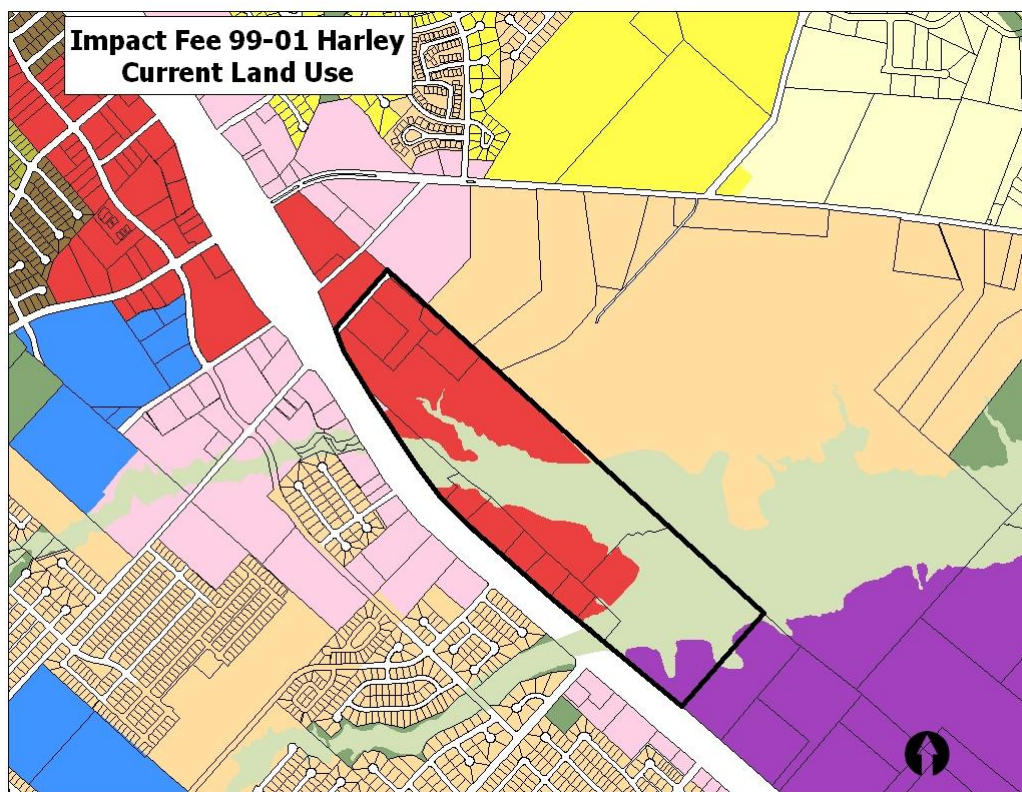
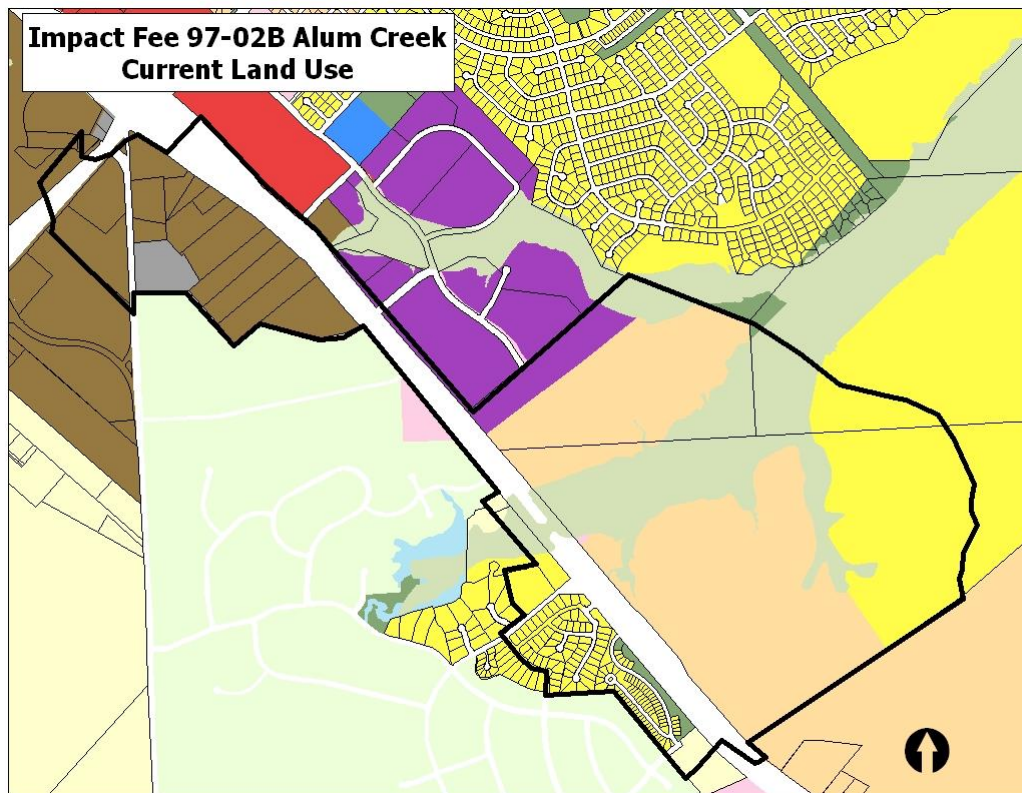


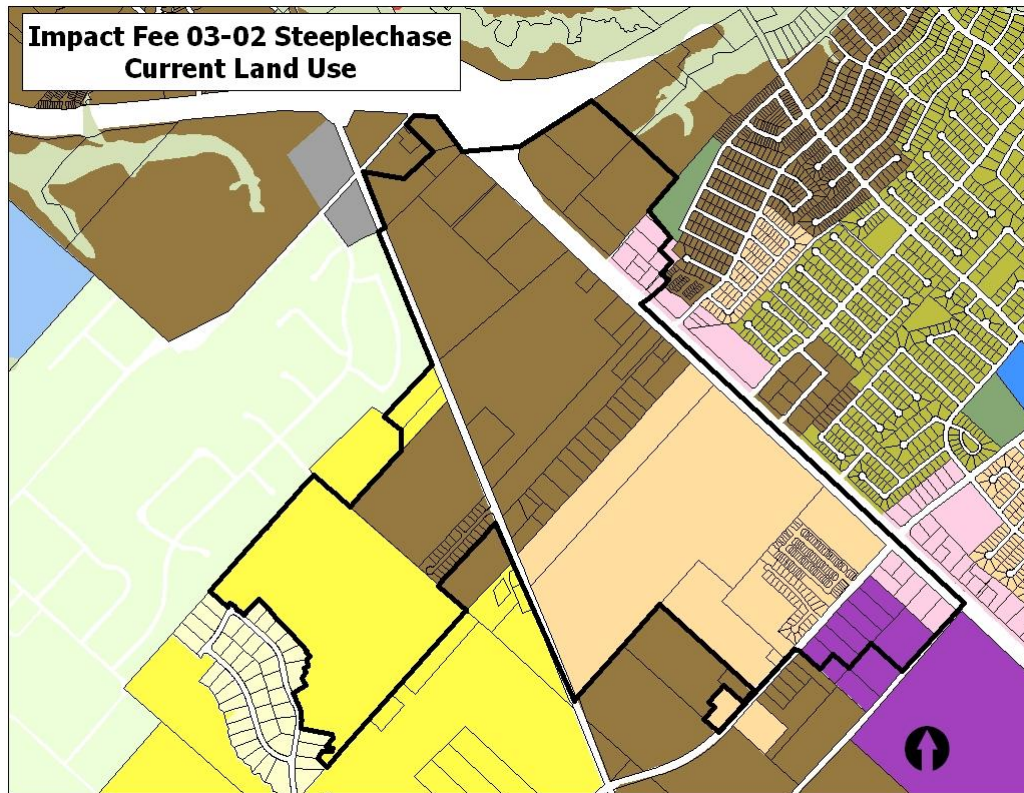
Legend

Land Use Plan

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Legend

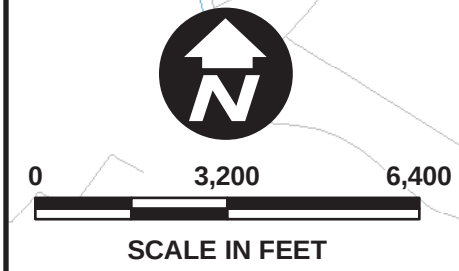
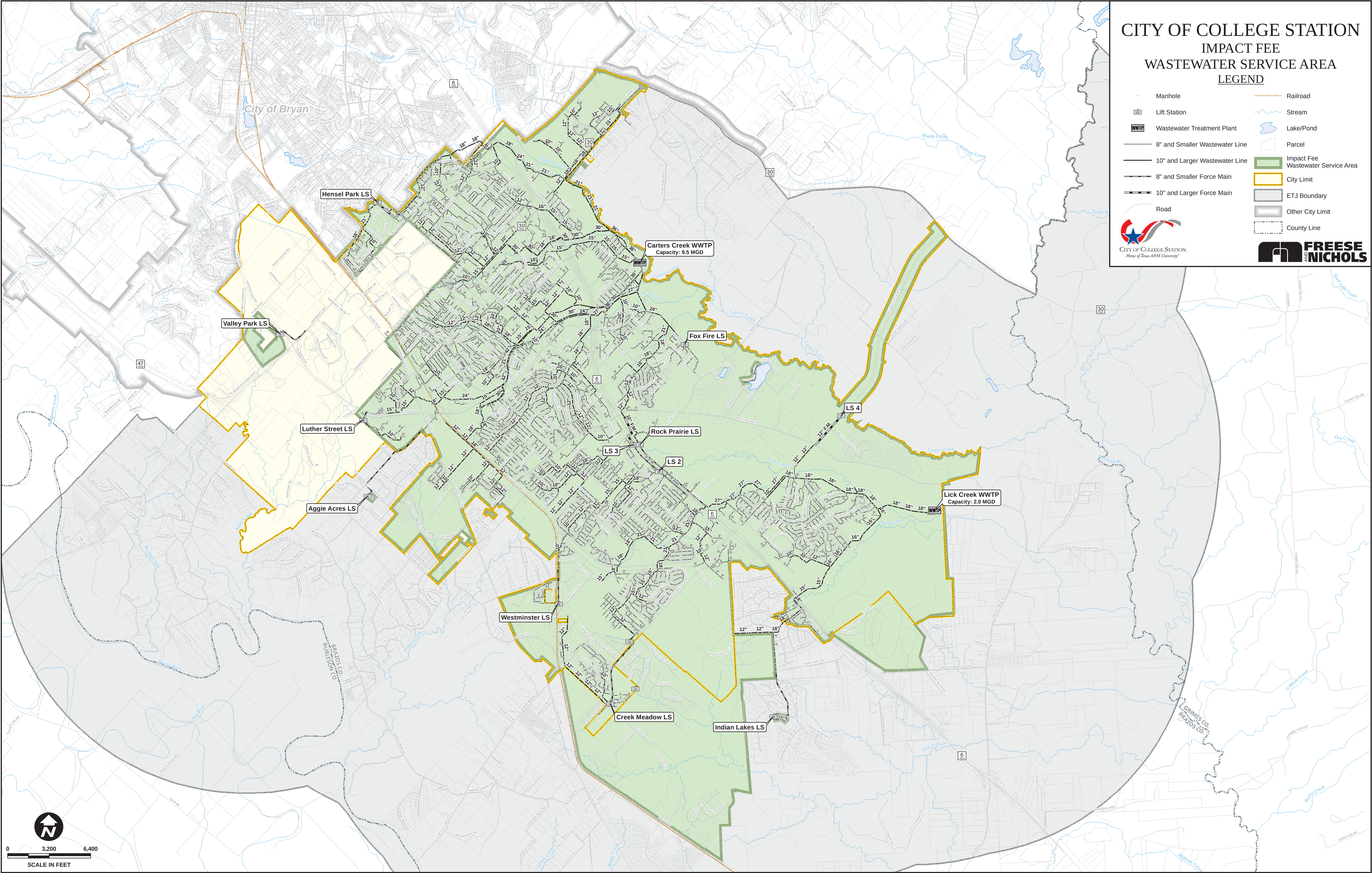
Land Use Plan

FLU-2

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CITY OF COLLEGE STATION
IMPACT FEE
WASTEWATER SERVICE AREA
LEGEND

- | | |
|--------------------------------|------------------------------------|
| Manhole | Railroad |
| Lift Station | Stream |
| Wastewater Treatment Plant | Lake/Pond |
| 8" and Smaller Wastewater Line | Parcel |
| 10" and Larger Wastewater Line | Impact Fee Wastewater Service Area |
| 8" and Smaller Force Main | City Limit |
| 10" and Larger Force Main | ETJ Boundary |
| Road | Other City Limit |
| | County Line |



CITY OF COLLEGE STATION
IMPACT FEE
WATER SERVICE AREA

LEGEND

 Interconnection

 Elevated Storage Tank

 Ground Storage Tank

 Pump Station

 Railroad

 Stream

 Lake/Pond

 Parcel

 Impact Fee Water Service Area

 City Limit

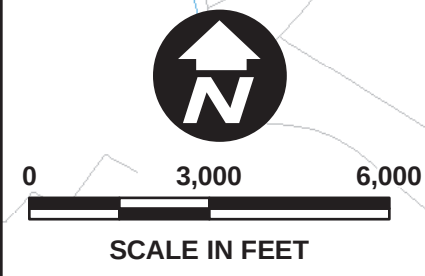
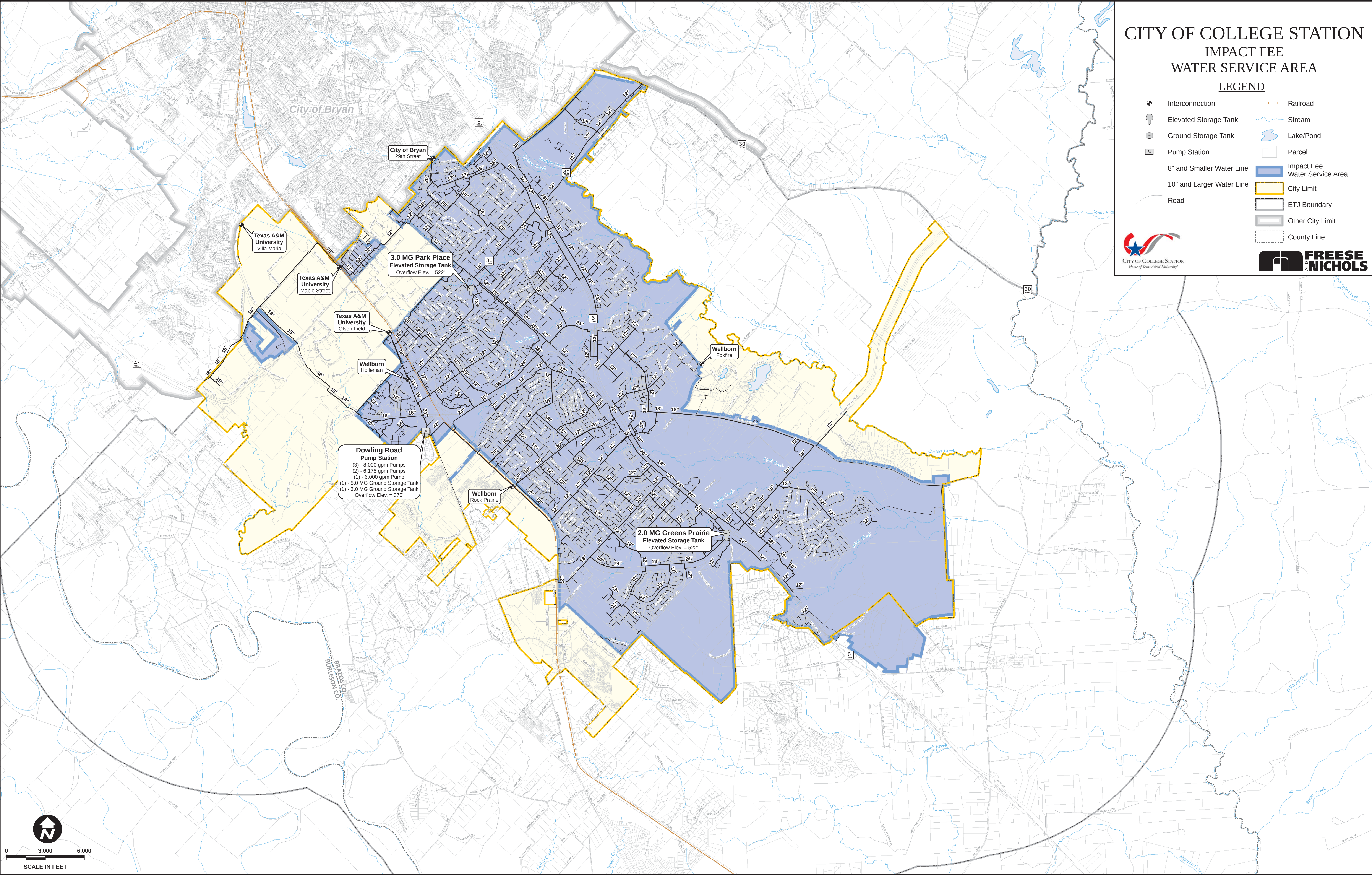
 ETJ Boundary

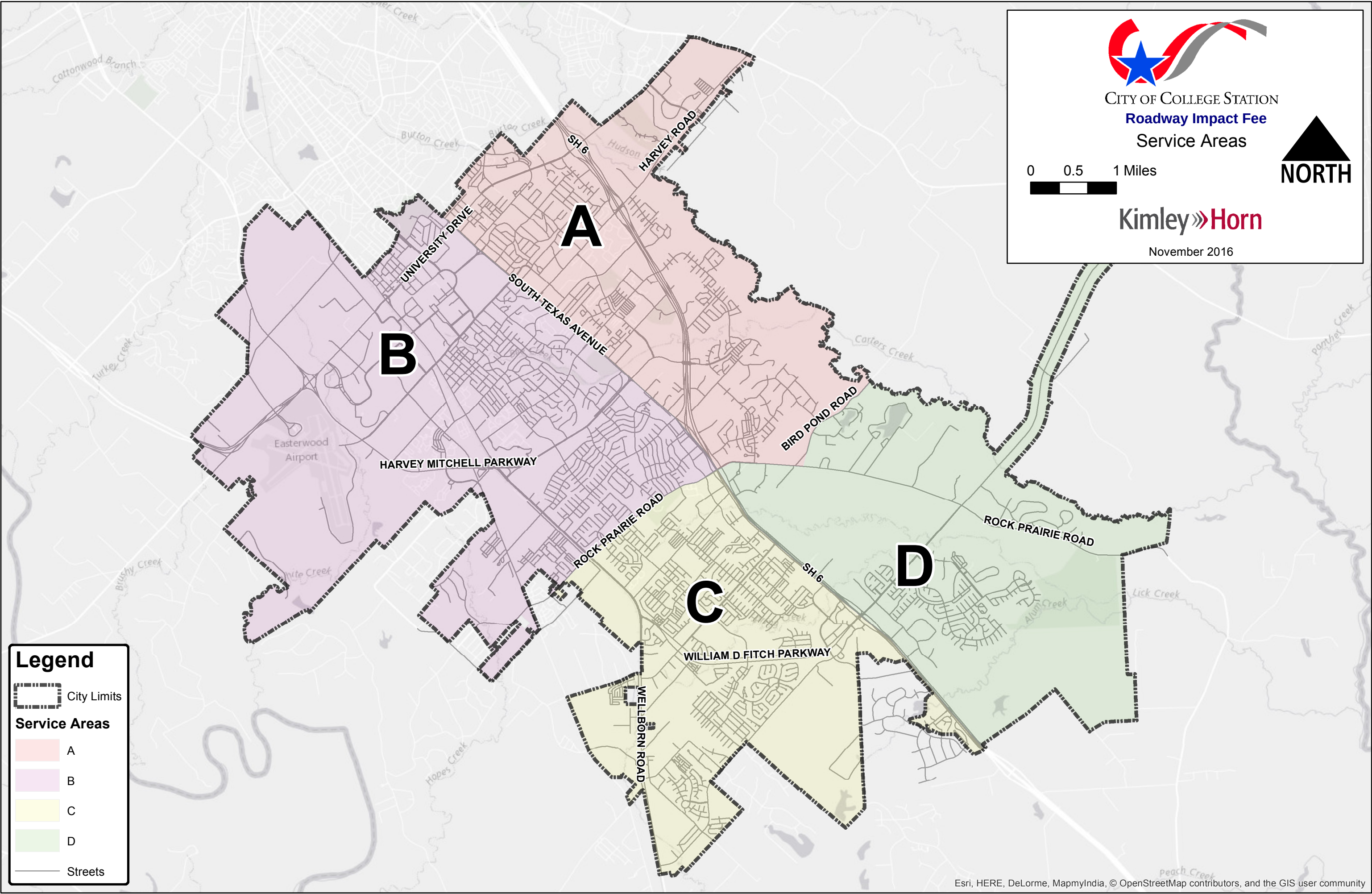
 Other City Limit

 County Line

 CITY OF COLLEGE STATION
Home of Texas A&M University

 FREEZE
NICHOLS







Legislation Details (With Text)

File #:	17-0637	Version:	1	Name:	2016 Property Tax Roll
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	10/17/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of the 2017 Property Tax Roll in the amount of \$43,300,208.53.				
Sponsors:	Mary Ellen Leonard				
Indexes:					
Code sections:					
Attachments:	C2 2017 Levy City CS Levy Letter 2017				

Date	Ver.	Action By	Action	Result
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Agenda Caption:

Presentation, possible action, and discussion on approval of the 2017 Property Tax Roll in the amount of \$43,300,208.53.

Recommendation(s): Staff recommends approval of the 2017 Property Tax Roll in the amount of \$43,300,208.53.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

The tax roll that will be generated by the tax rate of \$0.4975 per \$100 assessed valuation is \$43,300,208.53. This tax rate was adopted by the City Council on September 25, 2017.

Budget & Financial Summary: See above

Reviewed and Approved by Legal: N/A

Attachments:

1. Letter from Tax Assessor Collector
2. 2017 Levy Totals

2017 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 31,384

Grand Totals

10/13/2017

11:23:22AM

Land		Value			
Homesite:		1,270,049,951			
Non Homesite:		1,544,181,480			
Ag Market:		117,520,637			
Timber Market:		0	Total Land	(+)	2,931,752,068
Improvement		Value			
Homesite:		3,638,274,441			
Non Homesite:		3,500,333,037	Total Improvements	(+)	7,138,607,478
Non Real		Count	Value		
Personal Property:	2,780		482,322,297		
Mineral Property:	1,405		4,753,732		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	487,076,029
					10,557,435,575
Ag	Non Exempt	Exempt			
Total Productivity Market:	117,520,637	0			
Ag Use:	740,339	0	Productivity Loss	(-)	116,780,298
Timber Use:	0	0	Appraised Value	=	10,440,655,277
Productivity Loss:	116,780,298	0	Homestead Cap	(-)	14,170,422
			Assessed Value	=	10,426,484,855
			Total Exemptions Amount	(-)	1,526,919,457
			(Breakdown on Next Page)		
			Net Taxable	=	8,899,565,398

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	21,427,837	20,640,887	80,539.93	82,464.70	99		
OV65	806,731,883	705,237,444	2,555,206.27	2,575,247.03	2,977		
Total	828,159,720	725,878,331	2,635,746.20	2,657,711.73	3,076	Freeze Taxable	(-) 725,878,331
Tax Rate	0.497500						
						Freeze Adjusted Taxable	= 8,173,687,067

Levy Info					
M&O Rate:	0.277161	M&O Tax:	24,122,668.56		
I&S Rate:	0.220339	I&S Tax:	19,177,170.52		
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00		
		Ag Penalty:	369.45		
		PP Late Penalty:	0.00		
			Total Levy		43,300,208.53
Tax Increment Finance Value:		0			
Tax Increment Finance Levy:		0.00			

2017 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 31,384

Grand Totals

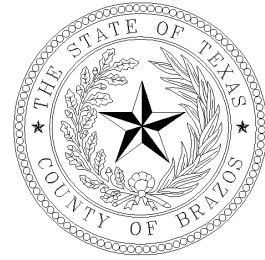
10/13/2017

11:23:22AM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	6,943,272	0	6,943,272
CHODO (Partial)	9	10,237,256	0	10,237,256
DP	104	0	0	0
DV1	90	0	814,000	814,000
DV1S	6	0	20,000	20,000
DV2	48	0	499,500	499,500
DV3	66	0	664,000	664,000
DV3S	1	0	10,000	10,000
DV4	156	0	998,945	998,945
DV4S	20	0	225,299	225,299
DVHS	86	0	20,978,021	20,978,021
DVHSS	9	0	2,101,291	2,101,291
EX	5	0	1,124,065	1,124,065
EX-XD (Prorated)	1	0	55,470	55,470
EX-XG	1	0	143,310	143,310
EX-XI	1	0	11,500	11,500
EX-XL	2	0	235,940	235,940
EX-XN	13	0	7,848,840	7,848,840
EX-XR	1	0	6,990	6,990
EX-XU	6	0	21,783,610	21,783,610
EX-XV	557	0	1,337,249,411	1,337,249,411
EX-XV (Prorated)	14	0	7,172,631	7,172,631
EX366	1,037	0	93,401	93,401
FR	5	11,763,418	0	11,763,418
MASSS	3	0	596,250	596,250
OV65	3,241	95,043,557	0	95,043,557
OV65S	3	90,000	0	90,000
PC	2	209,480	0	209,480
Totals		124,286,983	1,402,632,474	1,526,919,457

Kristeen Roe, CTA, PCC
Brazos County Tax Assessor/Collector
4151 County Park Ct.
Bryan, TX 77802
979-775-9930
979-775-9938 - Fax



October 16, 2017

Honorable Karl Mooney
Mayor
City of College Station

RE: Certification of 2017 Levy

Dear Mayor Mooney:

Please place approval of the 2017 tax levy on the next College Station City Council agenda. Enclosed with this correspondence is the calculated 2017 levy for the City of College Station.

Approval of the Levy is the final step in the creation of the tax rolls for College Station. Please contact me if you have any questions concerning the information.

Respectfully,

Kristeen Roe

Kristeen Roe, CTA, PCC
Tax Assessor/Collector
Brazos County, Texas



Legislation Details (With Text)

File #:	17-0610	Version:	1	Name:	Reynolds Purchase Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/3/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the annual master purchase agreement 14-419 with the Reynolds Company for Rockwell Automation SCADA products and services not to exceed \$150,000.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the annual master purchase agreement 14-419 with the Reynolds Company for Rockwell Automation SCADA products and services not to exceed \$150,000.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Staff recommends approval.

Summary: This master agreement enables the Water Services Department to purchase Rockwell Automation products and services, under an umbrella contract with the Reynolds Company, from 1 Nov 2017 to 31 Oct 2018. This contract establishes terms and pricing, with discounts applied to normal retail pricing for equipment, and provides a purchasing structure that will function similar to a "Buy Board."

Water Services has standardized on Rockwell Automation software and equipment in the Supervisory Control and Data Acquisition (SCADA) system, to monitor and control the water production, water distribution, and wastewater treatment plants. This ensures we minimize spare part inventories while maximizing efficiencies by streamlining training and maintenance requirements since all of the Rockwell Automation components are compatible and integrate easily into the new control system. The products available for purchase include all the software modules necessary to support and enhance the system, hardware components consist of all necessary items ranging from the smallest terminal blocks to the Programmable Logic Controllers. The services available include on-site field engineering support, ongoing training, network design and cyber security, machine reliability analysis, and systems design. This gives the City a balanced approach to system design, operations and maintenance.

Since Rockwell Automation uses specified distributors to market their products, we must go through

the Reynolds Company to purchase Rockwell products. The master agreement specifies an annual maximum of \$150,000 which will be adequate to keep the SCADA system in top working order. Since the SCADA system is a vital component of the Water Services Department, and this agreement is working well, staff recommends approval.

Budget & Financial Summary: Funding is available in Water Operations and Wastewater Operations. All purchases made under this contract will follow normal procurement rules.

Reviewed and Approved by Legal: Yes

Attachment: Master Agreement renewal is available in City Secretary's office

Legislation Details (With Text)

File #:	17-0622	Version:	1	Name:	Medical District Trunk Line PA
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/9/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an ordinance approving the attached Participation Agreement with College Station Town Center, Inc., to share the cost of constructing a 48" sanitary sewer trunk line in the Medical District and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	CS Town Center Participation Agreement Ordinance.pdf Sewer Medical District TL - DRR Resolution.pdf CS Town Center Participation Agreement wExhibits 20 Oct 2017.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance approving the attached Participation Agreement with College Station Town Center, Inc., to share the cost of constructing a 48" sanitary sewer trunk line in the Medical District and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation: Staff recommends approval of the ordinance approving the Participation Agreement and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This Participation Agreement establishes a partnership between College Station Town Center, Inc. (CSTC) and the City to design and construct a 48" sanitary sewer trunk line in the Medical District. CSTC needs a 18" sewer line to serve their upcoming development, and the City needs a much larger trunk line along the same route, to serve the entire Medical District, plus flows to be transferred from other parts of the City for treatment at the expanded Lick Creek Wastewater Treatment Plant. Our master plan and sewer flow models indicate the eventual size of the required trunk line will be 48" at build-out. Fortunately, CSTC is willing to work with the City to construct this larger line, called the Medical District Trunk Line.

The 48" trunk line is estimated to cost \$3.2 million, and negotiations with CSTC yielded a reasonable cost share of 72% City and 28% CSTC. The agreement stipulates that the maximum cost to the City will be $\$3.2 \times 0.72 = \2.3 million. CSTC will publicly bid the construction contract, and if the bids exceed these estimates, the City will have the option to withdraw from the Agreement or provide additional funding.

The Medical District Trunk Line is a vital component in the City's Comprehensive Plan, and is required for continued development City-wide. This Participation Agreement will allow the City to save approximately \$900,000 in design and construction costs, and staff recommends approval. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt needed for the project is scheduled to be issued later this fiscal year.

Budget & Financial Summary: Funding is available in the Wastewater Capital Improvement Projects Fund.

Reviewed and Approved by Legal: Yes

Attachment:

- 1.) Ordinance Authorizing Participation Agreement
- 2.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt
- 3.) Participation Agreement with CSTC

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND COLLEGE STATION TOWN CENTER, INC. FOR THE DEVELOPMENT OF COLLEGE STATION TOWN CENTER PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, College Station Town Center, Inc. is a developer developing College Station Town Center; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: a forty-eight inch (48-inch) diameter fiberglass sewer line project ("Project") as further set forth in a Participation Agreement; now, therefore,

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

PART 1: That the City Council hereby finds it to be in the best interest of its citizens to enter into that one certain Participation Agreement with College Station Town Center, Inc. for the construction of a forty-eight inch (48-inch) diameter fiberglass sewer line project. A copy of said Participation Agreement is attached as **Exhibit "A"** and incorporated herein by reference.

PART 2: That the City Council hereby approves and authorizes the City Manager to execute the Participation Agreement with College Station Town Center, Inc., obligating the CITY to pay a maximum of \$2,300,000.00 out of a total estimated amount of \$3,200,000.00 for the labor, materials, equipment, and other authorized expenses required for the improvements related to the forty-eight inch (48-inch) diameter fiberglass sewer line project.

PART 3: That the funding for this Participation Agreement shall be as budgeted from the Wastewater Capital Improvement Project Fund, in the amount of \$2,500,000.00.

PART 4: 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 5: That this ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A
Participation Agreement

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,500,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 26th DAY OF October, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya McNutt, City Secretary

(Seal)

APPROVED:

A handwritten signature in blue ink, appearing to be 'J. K.', is written over a horizontal line.

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

Exhibit "A"

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

Medical District Trunkline

This project involves a Participation Agreement between College Station Town Center (CSTC) and the City to design and construct a 48" sanitary sewer trunk line in the Medical District. CSTC needs a 12" sewer line to serve their upcoming development, and the City needs a much larger trunk line along the same route, to serve the entire Medical District, plus flows to be transferred from other parts of the City for treatment at the expanded Lick Creek Wastewater Treatment Plant. The City's master plan and sewer flow models indicate the eventual size of the required trunk line will be 48" at build-out.

**CITY OF COLLEGE STATION
PARTICIPATION AGREEMENT
FOR CONSTRUCTING AND OVERSIZING
PUBLIC INFRASTRUCTURE**

This Agreement is entered into by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (the "City"), **COLLEGE STATION TOWN CENTER, INC.**, a Texas corporation, formerly known as **COLLEGE STATION TOWN CENTER, L.P.** (the "Developer"), and **ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2**, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapter 3909, Texas Special District Local Laws Code, and Sections 52 and 52-a of Article III and Section 59 of Article XVI of the Texas Constitution (the "District"), with the City, Developer, and District hereinafter collectively referred to as the "Parties".

WHEREAS, Developer is developing property within the City of College Station city limits, more particularly described as **College Station Town Center** (hereinafter "Property") a description of which is attached hereto as **Exhibit "A"**; and

WHEREAS, Developer is required to construct certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, and water and sewer facilities that relate to Developer's proposed development in the District; and

WHEREAS, City is required or desirous of assuming some of the cost for construction of certain public infrastructure described as the Project (as hereinafter defined), affecting the Property and has requested that Developer oversize the public infrastructure so that City can participate in the Project; and

WHEREAS, the City, Developer, and District will receive benefits from participation in the construction, reconstruction, or oversizing of certain public infrastructure as set forth in this Agreement; and

WHEREAS, because of this and in order to comply with City's overall development plan, Developer, District, and City agree that it is in the best interests of the public for the Parties to construct, reconstruct, or oversize, as applicable, certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by Developer's engineers, and determined that certain such public infrastructure qualifies for City-Developer/District participation; and

WHEREAS, the Developer shall design, bid, award, and begin construction on this Project no later than one-hundred twenty (120) days after the City awards a construction contract for Lakeway Drive (Priority One of the City Road Projects), as shown in the Infrastructure and Economic Development Agreement executed on July 10, 2015, by and between College Station Town Center, L.P. and the City of College Station (the "Economic Development Agreement"); and

WHEREAS, the Developer shall complete all phases of the Project no later than nine (9) months after the Construction Start Date, while working with the City according to and under the authority of Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement, Texas Local Government Code; and

WHEREAS, the Parties agree as to the nature and proportion of participation as further recited herein and as may be required by applicable law including Chapter 212, Subchapter C, Developer Participation in Contract for Public Improvement, and Chapter 252, Purchasing and Contracting Authority of Municipalities of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Participation 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.

1.2 City or College Station means the City of College Station, a Texas Home Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Developer means College Station Town Center, Inc., a Texas corporation, formerly known as College Station Town Center, L.P., whose principal office is located at 4121 State Highway 6, College Station, Texas 77845.

1.4 District means Rock Prairie Management District No. 2, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapter 3909, Texas Special District Local Laws Code, and Sections 52 and 52-a of Article III and Section 59 of Article XVI of the Texas Constitution, whose principal address is 1300 Post Oak Boulevard, Suite 1400, Houston, Texas 77056.

1.5 Effective Date. The date on which this Agreement is duly approved and executed by the Parties.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one-year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been certified as completed, all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer has fully performed all other requirements contained herein. The City will issue a certificate of Final Completion with the City's final Participation Payment.

1.7 Letter of Completion. A letter issued by the City Engineer stating that the construction of public improvements on the Project conforms to the plans, specifications and standards contained in or referred to in the Unified Development Ordinance of the City of College Station.

1.8 Participation Costs means the City's seventy-two percent (72%) share of the Project Costs. Note: All levels of funding, including, but not limited to, Participation Costs and Project Costs and estimates shall be reviewed and approved by the City Engineer.

1.9 Property means that one certain tract or tracts of land known generally as the College Station Town Center development and as further described in **Exhibit "A"**.

1.10 Project means the design, construction, and project management to construct a forty-eight inch (48-inch) diameter fiberglass sewer line from the southeastern corner of the Property, running eastward towards William D. Fitch Parkway. The improvements are described below and in detail in **Exhibit "C"**.

1.11 Project Costs means the costs directly related to the purchase of goods and services by the Developer, and/or third parties at the direction and expense of the Developer, and for the benefit of the District and/or City for the design, development, construction, and acquisition of the Project paid by the Developer, including, but not limited to engineering and consultant fees, materials testing, surveying, permitting costs, construction contract costs, and approved change orders for construction of the Project. Project Costs and estimates shall be reviewed and approved by the City Engineer.

ARTICLE II CITY COST PARTICIPATION

2.1 Agree to Participate. City agrees to cost participate in the Project. City's actual rate of participation in the Project will in no event exceed **seventy-two percent (72%)** of the Project Costs. Notwithstanding the foregoing, if the City's estimated Participation Costs, based on the bids received for the Project, exceeds **Two Million Three Hundred Thousand Dollars (\$2,300,000.00)**, the City may elect not to proceed with participation in the Project upon written notice to the Developer and District. If the City elects not to proceed with participation in the Project, the City agrees that Developer shall be provided an additional period of one-hundred and twenty (120) days to design, bid, award and begin construction of the 18-inch sanitary sewer trunk line necessarily to serve the District. In addition, if the City elects not to proceed with participation in the Project, the City agrees to pay the Participation Costs and its share of the costs accrued by Developer associated with advertising, printing and bidding of the Project through the date of the City's election not to participation in the Project.

2.2 Competitive Bidding. The Developer shall advertise for bids and let construction contracts in accordance with Subchapter I of Chapter 49, Texas Water Code, as amended. Developer shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project, as required by Texas law and the Economic Development Agreement.

2.3 Standard Construction Agreement Form. Developer agrees to use the City's Standard Form Construction Agreement, attached as **Exhibit "J"**, when awarding the construction contract (or contracts) for this Project. Developer covenants that the construction contracts awarded by Developer will contain assignment language and be assignable to the City if Developer defaults.

2.4 Design. Developer shall ensure compliance with all State and Local laws, codes, ordinances and standards relating to the Project, its design and construction, the Property, and its subdivision and development. The City retains the right, but not the obligation, to perform its own independent submittal review, shop drawing review, and inspections.

2.5 Construction Contract Administration and Change Orders. Developer shall have primary responsibility for all normal administrative construction contract actions, including (but not limited to) submittal review, shop drawing review, responding to requests for information, inspections, and enforcing all contract clauses. While the Developer shall have primary responsibility for final execution of change orders, all change orders must first be reviewed and approved in writing by City before execution by Developer. The City shall not be obligated to reimburse funds for unapproved change orders, regardless of the reason or unanticipated condition giving rise to the unauthorized change order.

2.6 Cost of Project. Developer's and District's engineer's sealed detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit "D"**.

2.7 Developer Assurances. The Developer shall provide adequate financial assurances to the City to ensure Developer has sufficient funds dedicated to Developer's allocation of Project Costs, which have been calculated at twenty-eight percent (28%) of total Project Costs. To satisfy this requirement, Developer shall, within thirty (30) days after the Effective Date of this Agreement:

- a. Post a Developer Bond in favor of the City for the Developer's allocation of Project Costs; or
- b. Provide to City a set-aside letter or letter of credit from an authorized financial institution; or
- c. Deposit the Developer's allocation of Project Costs with the District, to be held in escrow for the Project;

2.8 City Assurances. The City shall, within thirty (30) days after the Effective Date of this Agreement, designate, appropriate, and/or pledge, as applicable, sufficient City funds to pay the Participation Costs, and shall provide written verification of same to District and Developer.

2.9 Phased Progress Payment Applications. Application for phased progress payment by the Developer to the City for payment to the Developer pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- a. The Developer shall submit applications for payment as provided for herein. Applications for payment, if approved by the City, will be processed by City's representative. Before the first Application for Payment, the Developer shall submit to the City a schedule of values allocated to various phases of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Developer's Applications for Phased Payment. No later than the 30th day after the completion of each phase, the Developer shall submit to City's representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work

performed and phase (or phases) completed by the Developer's Contractor and accepted by the City. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work. Applications for phased progress payments shall include:

- i. Completion of the Project Phase in accordance with the Approved Plans;
- ii. Issuance of a Letter of Completion relating to the Project Phase;
- iii. Developer's compliance with all State and Local laws, Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development;
- iv. Dedication of the land for the right-of-way or easement, either by plat or by deed relating to the Project Phase;
- v. A current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement;
- vi. Lien releases or subordinations from all lenders as required by City;
- vii. Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable;
- viii. A breakdown of actual costs of the Project with supporting documentation, including all payment receipts and a breakdown of City's portion of Project Costs where possible or appropriate; and
- ix. A statement that good and lawful title to all Project improvements, incorporated materials, and required underlying property interests, such as easements, have been fully conveyed and transferred to the District, and subsequently from the District to the City free and clear of any type of encumbrance, lien, or other third-party claim.

- b.** On or before the 30th calendar day following the City's receipt of a phased progress payment application made in conformity with preceding paragraph, the City shall pay to the Developer the City-approved amount of the phased progress payment based on the Developer's applications for payment, and the recommendation and approval of City's representative. Prior to Substantial Completion, phased progress payments will be made in an amount equal to the percentage of work represented by each phase being completed by the Developer's Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Engineer shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage. Acceptance of retainage, and interest earned

thereon, by Developer and Contractor shall constitute a Waiver and Release of all claims by Developer against the City.

- c. From each approved statement, the City and CSTC shall retain until final payment, five percent (5%). The City may also retain from each approved statement any other necessary sums or those authorized under the terms of this Agreement.

2.10 Construction Start Date. The Developer shall design, bid, award, and begin construction on this Project no later than one-hundred twenty (120) days after the City awards a construction contract for Lakeway Drive (Priority One of the City Road Projects) ("the Construction Start Date"), as shown in the Economic Development Agreement. At the City's option, this Agreement expires and is voidable if Project construction is not started by the Construction Start Date, as described in this paragraph; provided, however, that Developer shall have the opportunity to cure said failure in accordance with Article V of the Economic Development Agreement. After notice and opportunity to cure as provided by the Economic Development Agreement, failure of Developer to meet this Construction Start Date shall be considered to be in default of the Agreement and, in addition to other remedies described in Article VI, the City may terminate the Agreement. The Developer will be considered to have commenced construction if it has awarded a construction contract (or contracts) for the Project.

2.11 Substantial Completion Date. This Project shall have a substantial completion date of no later than nine (9) months after the Construction Start Date. The term "Substantial Completion" means that in the opinion of the City, the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Developer or its contractor. Failure of Developer to meet this Substantial Completion Date shall be deemed to be a material breach of this Agreement; provided, however, that Developer shall have the opportunity to cure said failure in accordance with Article V of the Economic Development Agreement.

2.12 Reports, Books and Other Records. Upon request by the City, Developer shall make its books and other records related to the Project available for inspection by City. Developer shall submit to City any and all information or reports requested to verify the expenditures submitted for City participation eligibility including, but not limited to, bid documents, payment applications, including any supporting information, canceled checks, copies of construction and engineering documents, as determined by the City Engineer in its reasonable discretion, for the verification of the cost of the Project detailed in **Exhibits "C" and "D"** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and shall be certified by Developer's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

2.13 No Waiver of Impact Fees. By entering into this Agreement, the City does not waive nor exempt Developer or District, from Impact Fees or other City fees.

**ARTICLE III
GOVERNMENTAL IMMUNITY, INDEMNIFICATION,
RELEASE, AND INSURANCE**

3.1 BY ENTERING INTO THIS AGREEMENT, THE CITY DOES NOT CONSENT TO SUIT; WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT.

3.2 INDEMNIFICATION. THE DEVELOPER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE PROJECT UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH, DAMAGES OR BREACH ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE DEVELOPER, THE DISTRICT, OR ANY THIRD PARTY.

3.3 RELEASE. THE DEVELOPER ASSUMES FULL RESPONSIBILITY FOR THE PROJECT TO BE PERFORMED HEREUNDER, AND RELEASE, RELINQUISH AND DISCHARGE THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREFORE, FOR ANY INJURY TO OR DEATH OF ANY PERSONS AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH, THE PROJECT HEREUNDER. THIS RELEASE SHALL APPLY WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER OR NOT SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, ANY OTHER PARTY RELEASED HEREUNDER, DEVELOPER, DISTRICT, OR ANY THIRD PARTY.

3.4 Insurance. The Developer shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Project by Developer, or its contractors, subcontractors, agents, representatives, volunteers, or employees. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit "E"** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance shall be attached hereto as **Exhibit "F"**.

3.5 Survival. All provisions of this Article III, including, but not limited to, governmental immunity, indemnity, release, and insurance, survive termination or expiration of this Agreement.

ARTICLE IV PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. City may inspect the Project for compliance with the Approved Plans during both the construction and the Warranty Period (as hereinafter defined). In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans. If the work and materials furnished is not in strict accordance with the Approved Plans and the Developer has not commenced efforts to correct such non-conforming work within thirty (30) days of written notice to the Developer from the City detailing such non-conformance and proceeded diligently to conform the Work to the Approved Plans, in addition to withholding funds the City, at its election, may terminate this Agreement without any further liability. Notwithstanding the foregoing, if the City elects to terminate this Agreement pursuant to this Section, City shall pay its Participation Costs through the date of termination.

4.2 Independent Contractor. Developer shall be solely responsible for ensuring the selecting, supervising, and paying of its contractors and subcontractors and for complying with all applicable laws, including, but not limited to, all requirements concerning workers compensation and construction retainage with respect to the Project. The Parties agree all employees, volunteers, personnel and materials furnished or used by Developer and its contractors and subcontractors in the Project will be the responsibility of Developer, and understand Developer will not be deemed employees or agents of City for any purpose. Nothing in this Agreement will establish a joint venture between the District, the Developer, and the City.

4.3 Payment for materials and labor. Developer shall be solely and exclusively responsible for compensating any of its contractors, subcontractors, employees, materialmen or suppliers of any type or nature whatsoever and taking all commercially reasonable steps to ensure that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of Developer pursuant to this Agreement. In the event a statutory lien notice is sent to City, Developer shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Letter of Completion of the Project, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit "G"** which is attached hereto and incorporated by reference.

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

4.6 Requirement for Access to Existing Facilities. The City will require daily access to its existing lift station facilities at any time during the construction or improvement phases and after completion. Access may be required for major repairs or maintenance work by City or the City's contractors. Neither the Developer nor District may take the City's lift station out of service at any time during any of the construction phases.

4.7 Warranty: Upon issuance of a certificate of Final Completion, Developer warrants and will ensure that the Developer's Contractor's warranty will pass through to the City and will warrant for a period of one (1) year (or longer as provided in Part d., below) (such period being referred to as the "Warranty Period") as follows:

- a. That, through the Developer's Contractor's pass through warranty, all materials provided to the City under this Agreement shall be new unless otherwise approved in advance, in writing, by the City Engineer and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards.**
- b.** All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective, and shall be repaired or replaced at Developer's sole cost and expense.
- c.** This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Developer.
- d.** Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

ARTICLE V GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. The Developer shall require its construction contractor(s) to provide performance bonds that include at least a one (1) year warranty period, in accordance with the requirements of Texas Local Government Code §212.073. The performance bond shall be provided using the form attached in **Exhibit "H"** to ensure construction of the Project. For Projects exceeding fifty thousand dollars (\$50,000) in total value, Developer will ensure its contractor performing the Project executes a payment bond using the form attached in **Exhibit "I"** to ensure payment to subcontractors and vendors. The Developer and the City shall be dual obligees on the performance bond if issued on behalf of Developer's construction contractor(s). Bonds shall be on a City-approved form, be executed by a corporate surety according to Chapter 2253 of the Texas Government Code, and be for the full cost of Developer's construction contract to which the Project relates.

ARTICLE VI GENERAL PROVISIONS

6.1 Amendments. No amendment to this Agreement will be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of the 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. Specifically, 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 Developer and District represents that he or she is authorized to sign on behalf of Developer or 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 herein, shall be hand delivered, written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To City:

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

With copies to:

City Attorney and City Manager
P.O. Box 9960
College Station, TX 77842

To Developer:

College Station Town Center, Inc.
4121 State Highway 6
College Station, Texas 77845

To District:

Rock Prairie Management District No. 2
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, by, or actually received by, the party.

6.6 Term. This Agreement will terminate after expiration of the warranty period, subject to survival of other provisions, as indicated. The Agreement term may be extended by mutual written agreement of the Parties.

6.7 Termination. The City may terminate this Agreement prior to the award of a contract for the construction of the Project for convenience with thirty (30) days written notice to the Developer and District. If City terminates this Agreement for convenience, City shall be responsible for Participation Costs accrued prior to termination, and its share of the costs accrued by Developer associated with advertising, printing and bidding of the Project through the date of the City's termination. Following the award of a contract for the construction of the Project,

the City may not terminate this Agreement unless Developer has breached this Agreement and has subsequently failed to cure said breach in accordance with the terms herein. In addition, if City terminates this Agreement pursuant to this Section, City shall pay its Participation Costs through the date of termination.

6.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Developer or District without the prior written approval of the City.

6.9 Default. In the event of a breach of this Agreement by Developer, Developer shall promptly deliver to the City all construction and design documents, and assign to the City all construction contracts and all other rights necessary for the City to continue the Project.

6.10 Anti-Boycott Verification. As required by Chapter 2270, Government Code, Developer hereby verifies that Developer does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

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

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

6.13 Recitals. The "WHEREAS" clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.

6.14 Captions. The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

6.15 Singular and Plural. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

6.16 Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

6.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

6.18 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any manner of partnership, joint venture or similar relationship between the Parties.

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

List of Exhibits:

- A.** Legal Description of the Property
- B.** Route Survey and Off-Site Easements Instruments *(if applicable)*
- C.** Description of the Project
- D.** Engineer's stamped and sealed estimate of costs and breakdown for Project and Participation Costs
- E.** Insurance Requirements
- F.** Certificates of Insurance
- G.** Affidavit of All Bills Paid Form
- H.** Performance Bond (Dual Obligee Form)
- I.** Payment Bond (Dual Obligee Form)
- J.** Standard Form Construction Agreement

(Signature Page Immediately Follows)

AGREED:

**COLLEGE STATION TOWN
CENTER INC.**

BY: _____

Printed Name: _____

Title: _____

Date: _____

**ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2**

BY: _____

Printed Name: _____

Title: Vice President, Board of Directors

Date: _____

CITY OF COLLEGE STATION

BY: _____

City Manager

Date: _____

APPROVED

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Legal Description of the Property

**METES AND BOUNDS DESCRIPTION
OF A
231.97 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 341.06 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO WILLIS S. RITCHEY RECORDED IN VOLUME 1160, PAGE 777 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE REMAINDER OF A CALLED 11 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO WILLIS S. RITCHEY RECORDED IN VOLUME 260, PAGE 466 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD SET ON THE SOUTH LINE OF ROCK PRAIRIE ROAD EAST (R.O.W. VARIES) MARKING THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 10.846 ACRE TRACT OF LAND AS DESCRIBED AS BY A DEED TO JO ANN ATKINS RECORDED IN VOLUME 267, PAGE 483 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A ½ INCH IRON ROD FOUND BEARS: S 13° 49' 13" W FOR A DISTANCE OF 1.02 FEET;

THENCE: ALONG THE SOUTH LINE OF ROCK PRAIRIE ROAD EAST FOR THE FOLLOWING CALLS:

S 86° 27' 34" E, AT 300.64 FEET PASS THE COMMON LINE OF SAID REMAINDER OF 341.06 ACRE TRACT AND SAID REMAINDER OF 11 ACRE TRACT (FROM WHICH A ½ INCH IRON ROD FOUND BEARS: S 00° 37' 23" E FOR A DISTANCE OF 1.09 FEET), CONTINUE ON FOR A TOTAL DISTANCE OF 603.26 FEET (DEED CALL: S 86° 27' 34" E – 603.27 FEET) TO A ½ INCH IRON ROD SET (THIS LINE USED FOR BEARING ORIENTATION HONORING THE RIGHT-OF-WAY BEARING AS SHOWN IN THE DEED RECORDED IN VOLUME 10437, PAGE 79 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS). FOR REFERENCE, A ½ INCH IRON ROD FOUND BEARS: S 04° 14' 47" W FOR A DISTANCE OF 1.00 FEET;

S 85° 01' 50" E FOR A DISTANCE OF 1226.55 FEET (DEED CALL: S 85° 02' 05" E – 1226.41 FEET, 10437/65) TO A ½ INCH IRON ROD SET. FOR REFERENCE, A ½ INCH IRON ROD FOUND BEARS: S 05° 17' 18" W FOR A DISTANCE OF 1.00 FEET;

S 84° 23' 35" E FOR A DISTANCE OF 70.89 FEET (DEED CALL: S 84° 23' 02" E – 70.75 FEET, 10437/65) TO A ½ INCH IRON ROD SET ON THE COMMON LINE OF SAID REMAINDER OF 341.06 ACRE TRACT AND SAID REMAINDER OF 11 ACRE TRACT. FOR REFERENCE, A 3/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 11 ACRE TRACT BEARS: S 00° 40' 34" E FOR A DISTANCE OF 268.14 FEET;

N 00° 40' 34" W FOR A DISTANCE OF 1.51 FEET TO A ½ INCH IRON ROD SET;

S 84° 23' 35" E FOR A DISTANCE OF 543.05 FEET (DEED CALL: S 84° 23' 02" E – 543.10 FEET, 10437/79) TO A ½ INCH IRON ROD SET. FOR REFERENCE, A ½ INCH IRON ROD FOUND BEARS: S 06° 46' 24" W FOR A DISTANCE OF 2.50 FEET;

S 82° 03' 38" E FOR A DISTANCE OF 195.36 FEET (DEED CALL: S 82° 02' 02" E – 195.35 FEET, 10437/79) TO A ½ INCH IRON ROD SET ON THE WEST LINE OF LOT 1, ROCK PRAIRIE BAPTIST CHURCH ACCORDING TO THE PLAT RECORDED IN VOLUME 7312, PAGE 207 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING

THE NORTHWEST CORNER OF SAID LOT 1 BEARS: N 07° 35' 00" E FOR A DISTANCE OF 7.64 FEET;

THENCE: S 07° 58' 42" W ALONG THE WEST LINE OF SAID LOT 1, AT 2.50 FEET PASS A ½ INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 528.64 FEET (PLAT CALL: S 07° 57' 58" W – 586.27 FEET, 7312/207) TO ½ INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE: S 82° 01' 39" E ALONG THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 698.85 FEET (PLAT CALL: S 82° 02' 02" E – 699.33 FEET, 7312/207) TO ½ INCH IRON ROD FOUND ON THE WEST LINE OF A CALLED 13.95 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO OLIVER GOEN RECORDED IN VOLUME 10424, PAGE 40 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE: S 20° 23' 16" E ALONG THE WEST LINE OF SAID 13.95 ACRE TRACT FOR A DISTANCE OF 112.62 FEET (DEED CALL BEARING: S 17° 23' 00" E, 1160/777) TO A CROSS-TIE FENCE POST FOUND;

THENCE: S 41° 51' 55" W CONTINUING ALONG THE WEST LINE OF SAID 13.95 ACRE TRACT FOR A DISTANCE OF 1390.07 FEET (DEED CALL: S 44° 44' 00" W – 1391.04 FEET, 10424/40) TO 6 INCH FENCE POST FOUND MARKING THE SOUTHWEST CORNER OF SAID 13.95 ACRE TRACT;

THENCE: S 48° 02' 02" E ALONG THE SOUTHWEST LINE OF SAID 13.95 ACRE TRACT FOR A DISTANCE OF 341.48 FEET (DEED CALL: S 48° 05' 26" E – 341.98 FEET, 10424/40) TO ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 13.95 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 19.61 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ARCHIE P. CLARK AND LINDA L. CLARK RECORDED IN VOLUME 561, PAGE 28 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 17' 01" E ALONG THE SOUTHWEST LINE OF SAID 19.61 ACRE TRACT FOR A DISTANCE OF 250.65 FEET (DEED CALL: S 44° 52' 55" E – 250.66 FEET, 561/28) TO ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 19.61 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 19.69 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO EUGENE BERNARD SAVAGE, III AND GRACE LYNN SAVAGE RECORDED IN VOLUME 7912, PAGE 265 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 35' 09" E ALONG THE SOUTHWEST LINE OF SAID 19.69 ACRE TRACT FOR A DISTANCE OF 437.42 FEET (DEED CALL: S 48° 34' 49" E – 437.68 FEET, 7912/265) TO ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 19.69 ACRE TRACT, THE SOUTHWEST CORNER OF A CALLED 66.32 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 4480, PAGE 135 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS AND THE NORTH CORNER OF A CALLED 100.64 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 6927, PAGE 226 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 77° 55' 55" W ALONG THE NORTHWEST LINE OF SAID 100.64 ACRE TRACT FOR A DISTANCE OF 2980.10 FEET (DEED CALL: S 77° 56' 03" W – 2981.71 FEET, 6927/226) TO 12 INCH FENCE POST FOUND ON THE NORTHEAST LINE OF A CALLED 46.60 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 3310, PAGE 321 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID FENCE POST FOUND MARKING THE WEST CORNER OF SAID 100.64 ACRE TRACT;

THENCE: N 68° 42' 56" W ALONG THE NORTHEAST LINE OF SAID 46.60 ACRE TRACT AND ALONG AN EXISTING FENCE LINE FOR A DISTANCE OF 189.31 FEET TO A 6 INCH CEDAR FENCE POST FOUND MARKING THE NORTH CORNER OF SAID 46.60 ACRE TRACT AND THE EAST CORNER OF A CALLED 10.01 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO M. D. WHEELER, LTD RECORDED IN VOLUME 3007, PAGE 341 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE NORTHEAST LINE OF SAID 10.01 ACRE TRACT AND CONTINUING ALONG SAID FENCE LINE FOR THE FOLLOWING CALLS:

N 56° 54' 36" W FOR A DISTANCE OF 108.66 FEET TO A 3 INCH CEDAR FENCE POST FOUND;

N 47° 58' 11" W FOR A DISTANCE OF 372.04 FEET TO A FENCE POST FOUND;

N 47° 52' 01" W FOR A DISTANCE OF 828.48 FEET TO A FENCE POST FOUND;

N 48° 14' 35" W FOR A DISTANCE OF 163.14 FEET TO A FENCE POST FOUND;

N 47° 03' 10" W FOR A DISTANCE OF 129.80 FEET TO A FENCE POST FOUND;

N 46° 26' 14" W FOR A DISTANCE OF 535.34 FEET TO A 4 INCH FENCE POST FOUND MARKING THE SOUTH CORNER OF A CALLED 25.79 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO BRIAN HOWARD PERRY RECORDED IN VOLUME 10459, PAGE 34 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE SOUTHEAST LINE OF SAID 25.79 ACRE TRACT FOR THE FOLLOWING CALLS:

N 66° 46' 41" E FOR A DISTANCE OF 605.80 FEET (DEED CALL: N 69° 46' 00" E – 600.50 FEET, 1160/77) TO A FENCE POST FOUND;

N 55° 06' 22" E FOR A DISTANCE OF 196.90 FEET (DEED CALL: N 57° 44' 00" E – 195.20 FEET, 1160/777) TO A FENCE POST FOUND;

N 41° 30' 56" E FOR A DISTANCE OF 424.36 FEET (DEED CALL: N 44° 44' 00" E – 423.09 FEET, 1160/777) TO A ½ INCH IRON ROD FOUND;

N 05° 17' 42" E FOR A DISTANCE OF 216.35 FEET (DEED CALL: N 08° 04' 00" E – 217.30 FEET, 1160/77) TO A 6 INCH CEDAR FENCE POST FOUND MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF 10.846 ACRE TRACT;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 10.846 ACRE TRACT AND SAID REMAINDER OF 341.06 ACRE TRACT FOR THE FOLLOWING CALLS:

S 81° 11' 52" E FOR A DISTANCE OF 256.72 FEET (DEED CALL: S 78° 33' 00" E – 258.20 FEET, 1160/77) TO A 6 INCH FENCE POST FOUND MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 10.846 ACRE TRACT;

N 18° 43' 49" E FOR A DISTANCE OF 471.11 FEET (DEED CALL: N 21° 24' 00" E – 467.10 FEET, 1160/777) TO A FENCE POST FOUND;

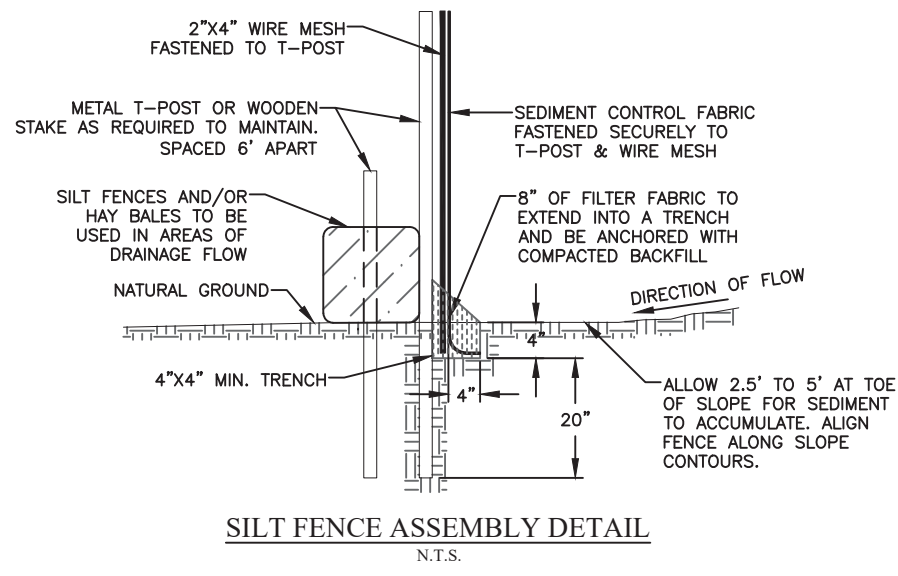
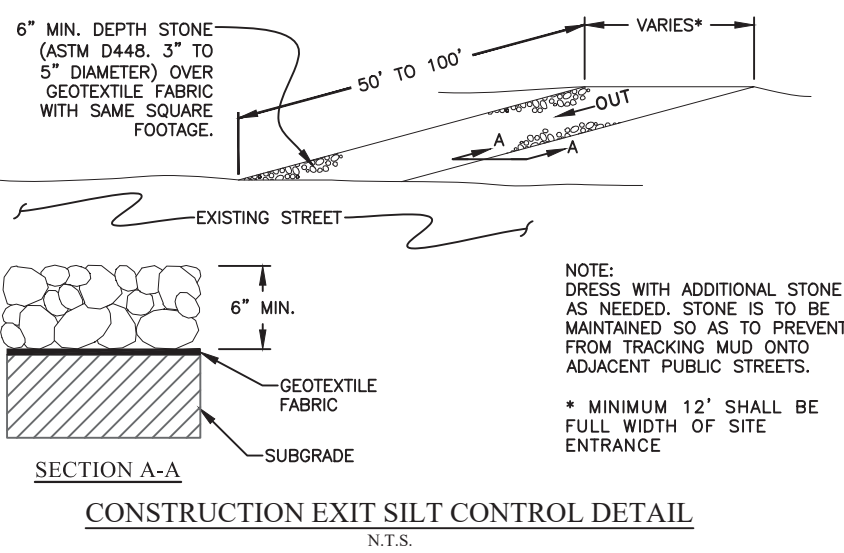
N 13° 49' 13" E FOR A DISTANCE OF 522.38 FEET (DEED CALL: N 16° 44' 00" E – 586.42 FEET, 1160/777) TO THE POINT OF BEGINNING CONTAINING 231.97 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND FEBRUARY, 2012. SEE PLAT PREPARED FEBRUARY, 2012, FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

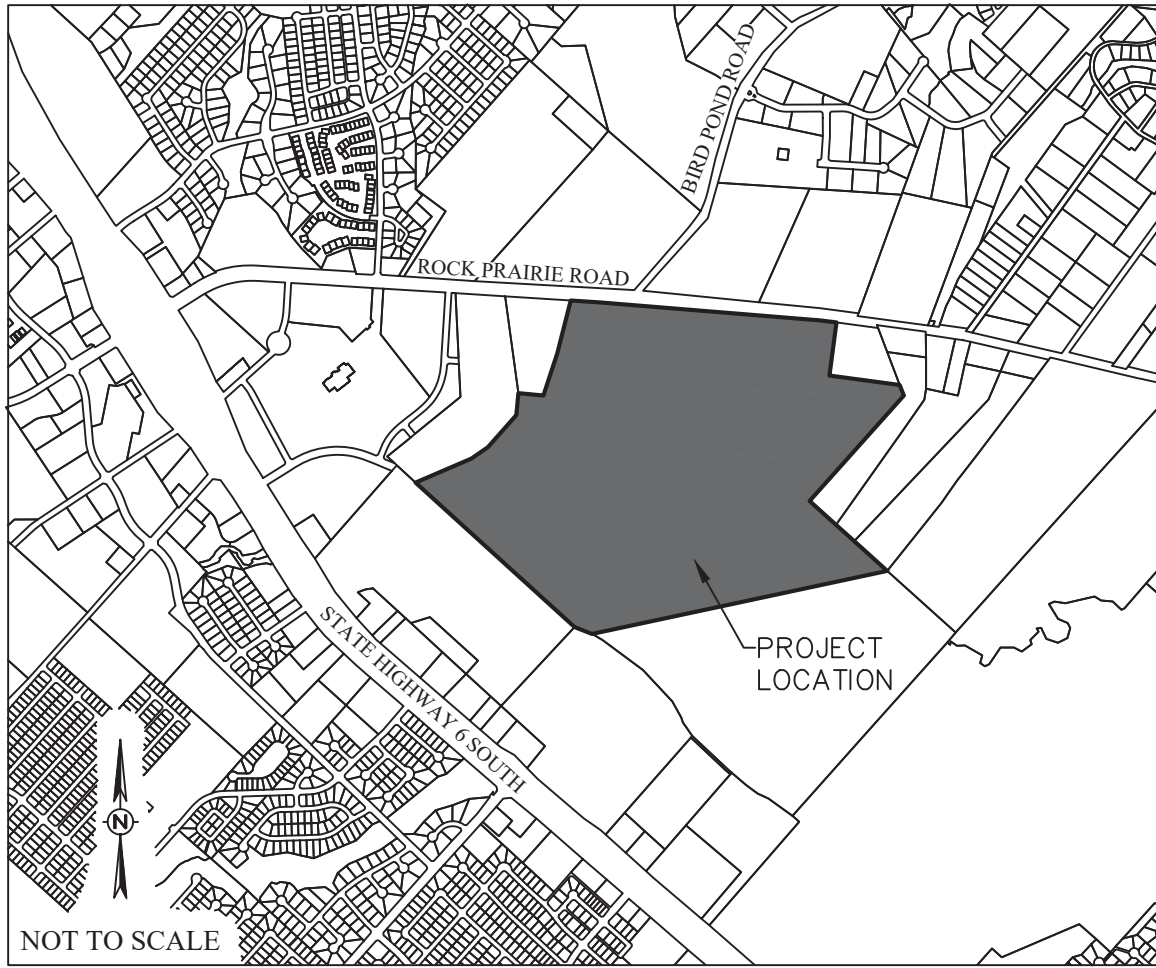
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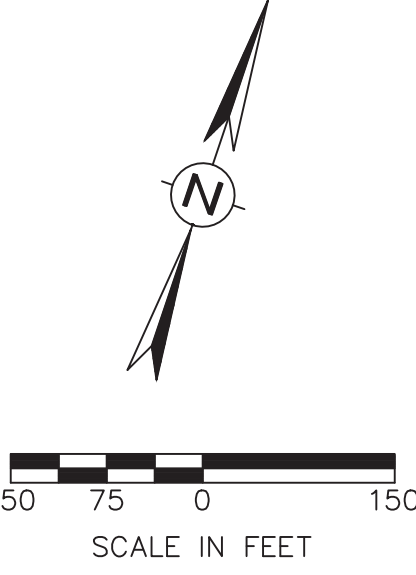
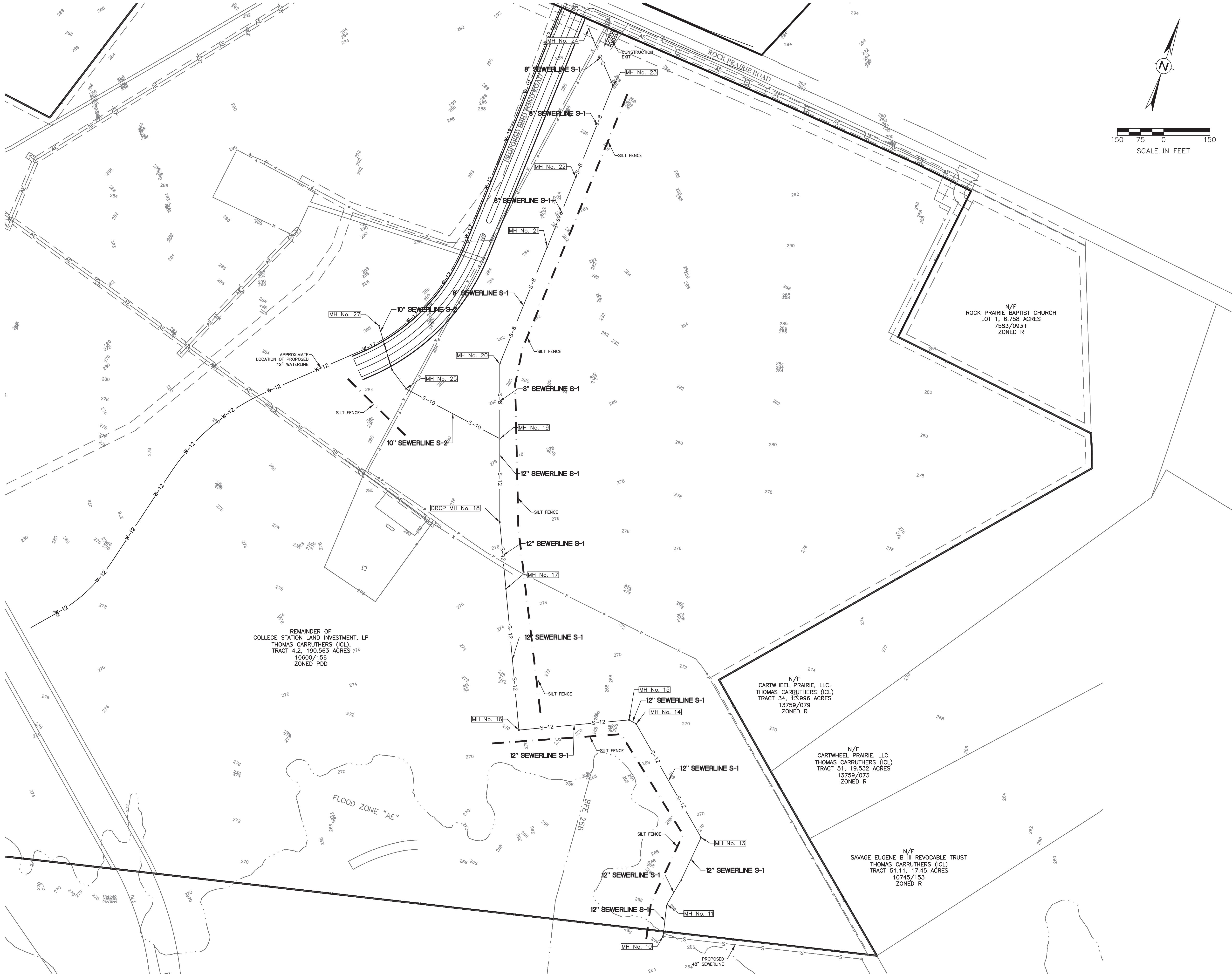
Exhibit B
Route Survey and Off-Site Easement Instruments
(if applicable)



VICINITY MAP



Know what's below.
Call before you dig.



MARK	REVISION	BY	DATE

		911 Southwest Pkwy E. College Station, Texas 77840 979.764.3900 TBPE FIRM NO. 12327		THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JOSEPH P. SCHULTZ, P.E., LICENSE NO. 65889 OCTOBER 6, 2017 ISSUED FOR REVIEW	
SURVEYED	DESIGNED	DRAWN	APPROVED	JOB NO.	DATE
KERR	RCF	RCF	JPS	17-566	OCTOBER 2017

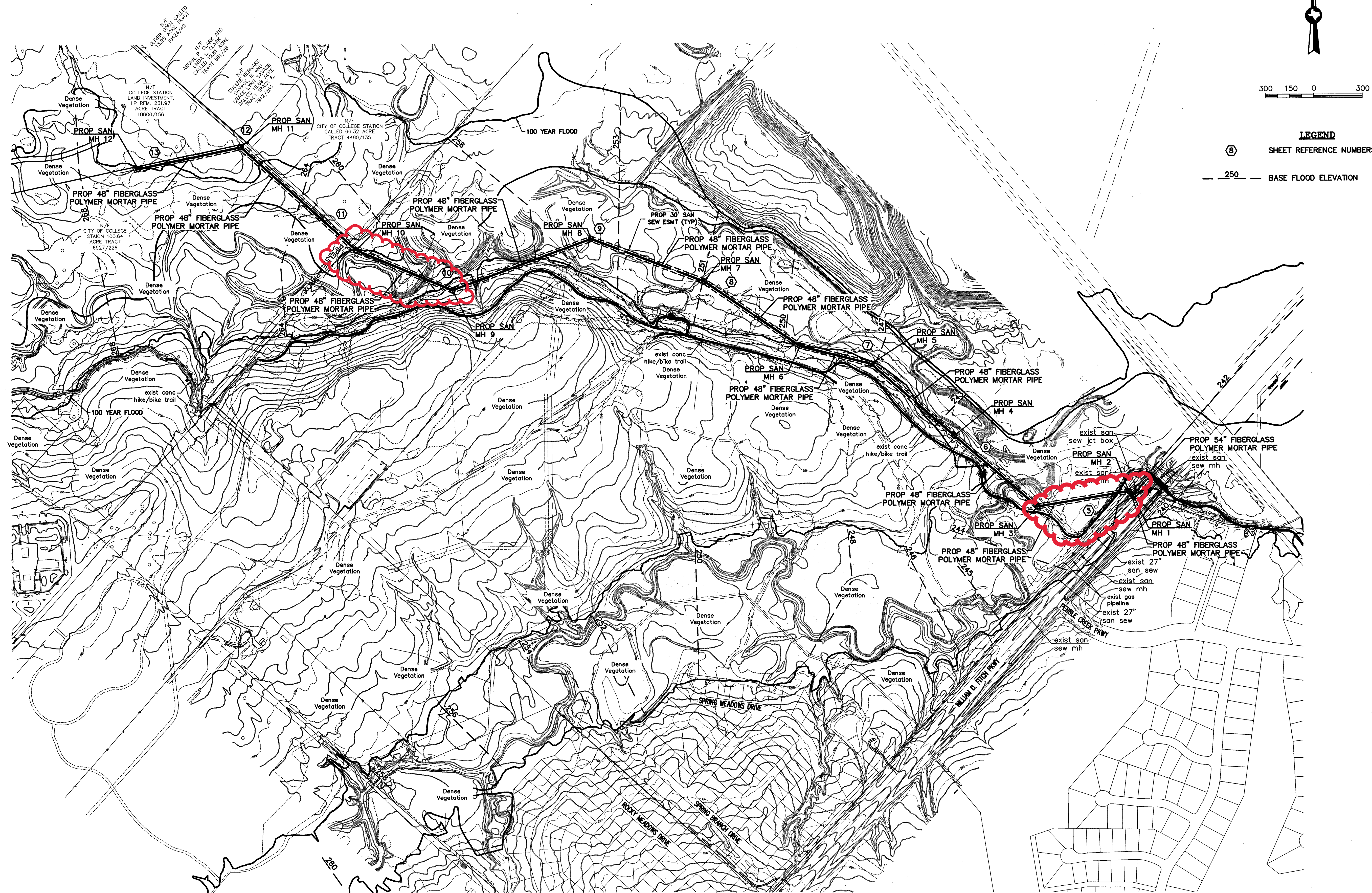


ROCK PRAIRIE MANAGEMENT
DISTRICT No. 2
SANITARY SEWER TRUNK LINE
COLLEGE STATION, TX

OVERALL LAYOUT & EROSION
CONTROL PLAN

SCALE	
VERTICAL	N/A
HORIZONTAL	1"=150'
PLOTTING SCALE:	1:1
FILE NAME:	17-566

SHEET	
1	7



300 150 0 300

LEGEND

(B) SHEET REFERENCE NUMBERS

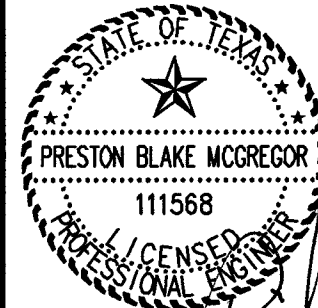
250 BASE FLOOD ELEVATION

BENCHMARK/FLOODPLAIN

BENCHMARK:

NGS Monument No. E-306
N 13,737,760.03; E 3,117,456.82
2.0 miles west along the Gulf, Colorado
and Santa Fe railway from the station at
Manvel, Brazoria County, 0.2 mile west of
a shell-road crossing, 5-1/2 feet
northwest of mile pole 36, 39 feet south
of the south rail, 33 feet north of the
centerline of a dirt road, 6.7 feet north
of the right-of-way fence, 3 feet west
of a white wooden witness post and set
in the top of a concrete post about flush
with the ground; Stamped E 306 1935.
Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:
Based on the effective FIRM Panel
No. 48041C0310F (Dated April 2,
2014) and FIRM Panel No.
48041C0350E (Dated May 16,
2012), tract is located inside of
the 100 yr floodplain limits (ZONE
"AE" shaded).



DATE	
REVISION	
APP.	

PROPOSED SANITARY SEWER
TRUNK LINE

OVERALL LAYOUT

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRA inc.com
TYPE No. F726



SURV. EHRA	DATE 7/17	DSGN. EBH	DATE 7/17
DWN. MZEP	DATE 7/17	CHKD. EBH	DATE 7/17
APPR.	DATE		
JOB NO. 141-021-22			
FILE			

P-3619

METES AND BOUNDS DESCRIPTION
0.3712 OF ONE ACRE IN THE
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

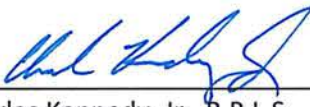
A 0.3712 OF ONE ACRE (16,168 SQ. FT.) TRACT OF LAND SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, BRAZOS COUNTY, TEXAS, BEING OUT OF THAT CALLED 119.53 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER VOLUME 1231, PAGE 288 OF THE BRAZOS COUNTY DEED RECORDS (B.C.D.R.); SAID 0.3712 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch iron rod (bent) found marking the easterly corner of a called 140.29 acre tract described in deed recorded in Volume 3900, Page 188 B.C.D.R. being in the northwesterly right-of-way line of William Fitch Parkway (width varies), from which a 3/4-inch iron rod found (bent) at the common easterly corner of a called 15.00 acre tract described in deed recorded in Volume 3900, page 188 B.C.D.R. and Spring Meadows Phase I, a subdivision of record in Volume 5106, Page 284 of the Brazos County Plat Records bears South 41°52'06" West, a distance of 1,066.88 feet;

THENCE, North 48°16'27" West, along the northeasterly line of said called 140.29 acre tract, a distance of 321.08 feet to the **POINT OF BEGINNING** of the herein described tract;

- (1) **THENCE**, North 48°16'27" West, continue along the northeasterly line of said called 140.29 acre tract, a distance of 38.45 feet to a point for corner;
- (2) **THENCE**, North 80°26'21" East, a distance of 545.96 feet to a point for corner;
- (3) **THENCE**, South 45°50'15" East, a distance of 19.62 feet to a point in the northwesterly right-of-way line of said William Fitch Parkway;
- (4) **THENCE**, South 41°55'57" West, along the northwesterly right-of-way line of said William Fitch Parkway, a distance of 30.02 feet to a point for corner;
- (5) **THENCE**, North 45°50'15" West, a distance of 5.59 feet to a point for corner;
- (6) **THENCE**, South 80°26'21" West, a distance of 506.72 feet to the **POINT OF BEGINNING** and containing 0.3712 of one acre or 16,168 square feet of land. This description accompanies an Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated 10-12-17.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA


Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300



Date: 10/12/17
Job No: 141-021-22
File No: R:\2014\141-021-00\Documents\Description\Easement\14102122-EH SSE 0.3712AC.doc

30' SANITARY SEWER
EASEMENT
0.3712 OF ONE ACRE
(16,168 SQ. FT.)

CALLED 119.53 ACRES
BRAZOS VALLEY SOLID WASTE
VOL. 1231, PG. 288 B.C.D.R.

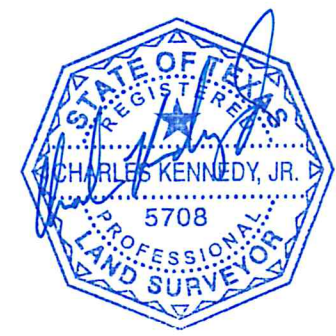
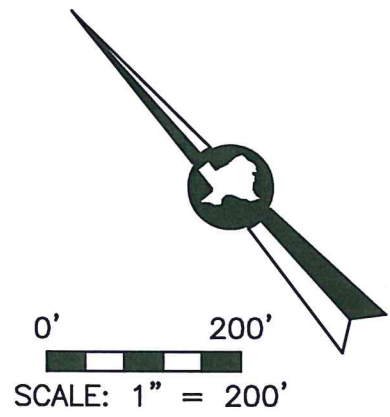
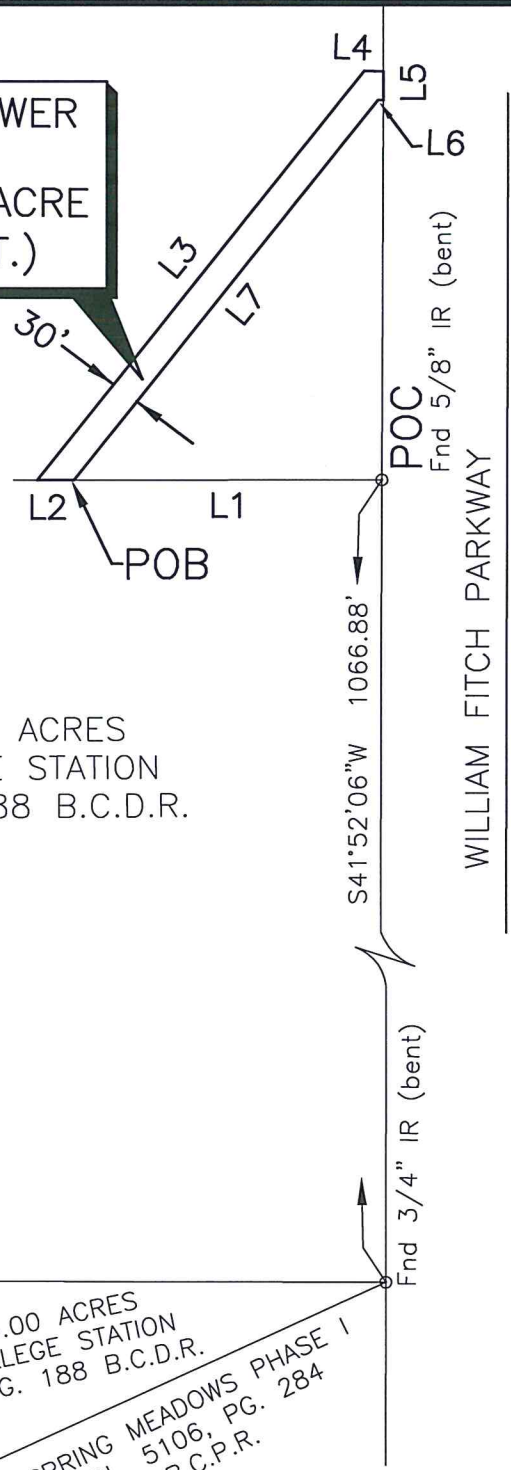
CALLED 140.29 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N48°16'27"W	321.08'
L2	N48°16'27"W	38.45'
L3	N80°26'21"E	545.96'
L4	S45°50'15"E	19.62'
L5	S41°55'57"W	30.02'
L6	N45°50'15"W	5.59'
L7	S80°26'21"W	506.72'

NOTES

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, Central Zone as determined by GPS measurements.
- This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
- A metes and bounds description of even date accompanies this exhibit.

CALLLED 15.00 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.
SPRING MEADOWS PHASE I
VOL. 5106, PG. 284
B.C.P.R.



10555 WESTOFFICE DRIVE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINCCOM
TBPE No. F - 726
TBPLS No. 10092300

EXHIBIT OF A 30' SANITARY SEWER EASEMENT IN THE THOMAS CARUTHERS LEAGUE, A-9, BRAZOS COUNTY, TEXAS		
DATE: OCT. 12, 2017	SCALE: 1" = 200'	JOB NO.: 141-021-22
DWG. NAME: 14102122-EH SSE/SSE_0.3712AC.dwg		

METES AND BOUNDS DESCRIPTION
3.0490 ACRES IN THE
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

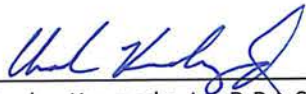
A 3.0490 ACRE TRACT OF LAND SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, BRAZOS COUNTY, TEXAS, BEING OUT OF THAT CALLED 140.29 ACRE TRACT, THAT CALLED 45.1 ACRE TRACT AND THAT CALLED 39.52 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER VOLUME 3900, PAGE 188 OF THE BRAZOS COUNTY DEED RECORDS (B.C.D.R.); SAID 3.0490 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch iron rod (bent) found marking the southeasterly corner of a called 119.53 acre tract described in deed recorded under Volume 1231, Page 288 B.C.D.R. being in the northwesterly right-of-way line of William Fitch Parkway (width varies), from which a 3/4-inch iron rod (bent) found at the common easterly corner of a called 15.00 acre tract described in deed recorded under Volume 3900, page 188 B.C.D.R. and Spring Meadows Phase I, a subdivision of record in Volume 5106, Page 284 of the Brazos County Plat Records bears South 41°52'06" West, a distance of 1,066.88 feet;

THENCE, North 48°16'27" West, along the southwesterly line of said called 119.53 acre tract, a distance of 321.08 feet to the **POINT OF BEGINNING** of the herein described tract;

- (1) **THENCE**, South 80°26'21" West, a distance of 66.79 feet to a point for corner;
- (2) **THENCE**, North 49°27'38" West, a distance of 1358.21 feet to a point for corner;
- (3) **THENCE**, North 75°58'59" West, a distance of 451.06 feet to a point for corner;
- (4) **THENCE**, North 56°06'51" West, a distance of 713.13 feet to a point for corner;
- (5) **THENCE**, North 69°23'28" West, a distance of 740.64 feet to a point for corner;
- (6) **THENCE**, South 70°00'00" West, a distance of 914.58 feet to a point for corner;
- (7) **THENCE**, North 67°31'00" West, a distance of 205.42 feet to a point in the southeasterly line of a called 75.17 acre tract described in deed recorded under Volume 1235, Page 59 B.C.D.R.;
- (8) **THENCE**, North 28°00'00" East, along the southeasterly line of said called 75.17 acre tract, a distance of 30.14 feet to a point for corner;
- (9) **THENCE**, South 67°31'00" East, a distance of 190.86 feet to a point for corner;
- (10) **THENCE**, North 70°00'00" East, a distance of 914.02 feet to a point for corner;
- (11) **THENCE**, South 69°23'28" East, a distance of 755.23 feet to a point for corner;
- (12) **THENCE**, South 56°06'51" East, a distance of 711.37 feet to a point for corner;
- (13) **THENCE**, South 75°58'59" East, a distance of 452.87 feet to a point for corner;
- (14) **THENCE**, South 49°27'38" East, a distance of 1351.26 feet to a point for corner;
- (15) **THENCE**, North 80°26'21" East, a distance of 28.73 feet to a point in the southwesterly line of said called 119.53 acre tract;

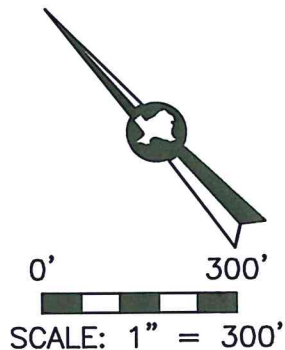
- (16) **THENCE**, South 48°16'27" East, along the southwesterly line of said called 119.53 acre tract, a distance of 38.45 feet to the **POINT OF BEGINNING** and containing 3.0490 acres of land. This description accompanies an Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated 10-12-17.
EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA



Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300



Date: 10/12/17
Job No: 141-021-22
File No: R:\2014\141-021-00\Documents\Description\Easement\14102122-EH SSE 3.0490 AC.doc



CALLLED 75.17 ACRES
BRAZOS VALLEY SOLID WASTE
VOL. 1235, PG. 59 B.C.D.R.

CALLLED 45.1 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 230 B.C.D.R.

CALLLED 45.1 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 230 B.C.D.R.

CALLLED 39.52 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

CALLLED 140.29 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

CALLLED 140.29 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

CALLLED 119.53 ACRES
BRAZOS VALLEY SOLID WASTE
VOL. 1231, PG. 288 B.C.D.R.

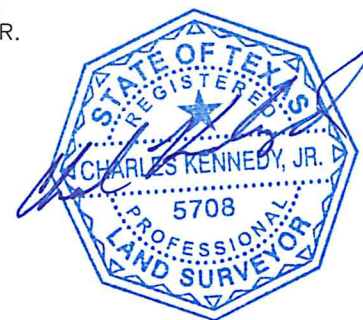
30' SANITARY
SEWER EASEMENT
3.0490 ACRES

CALLLED 39.52 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

NOTES

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, Central Zone as determined by GPS measurements.
- This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
- A metes and bounds description of even date accompanies this exhibit.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N48°16'27"W	321.08'
L2	S80°26'21"W	66.79'
L3	N49°27'38"W	1358.21'
L4	N75°58'59"W	451.06'
L5	N56°06'51"W	713.13'
L6	N69°23'28"W	740.64'
L7	S70°00'00"W	914.58'
L8	N67°31'00"W	205.42'
L9	N28°00'00"E	30.14'
L10	S67°31'00"E	190.86'
L11	N70°00'00"E	914.02'
L12	S69°23'28"E	755.23'
L13	S56°06'51"E	711.37'
L14	S75°58'59"E	452.87'
L15	S49°27'38"E	1351.26'
L16	N80°26'21"E	28.73'
L17	S48°16'27"E	38.45'



CALLLED 15.00 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 188 B.C.D.R.

SPRING MEADOWS PHASE I
VOL. 5106, PG. 284
B.C.P.R.

POC
End 5/8" IR (bent)

WILLIAM FITCH PARKWAY

End 3/4" IR (bent)



ENGINEERING THE FUTURE
SINCE 1936

10555 WESTOFFICE DRIVE
HOUSTON, TEXAS 77042
713.784.4500
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TBPE No. F-726
TBPLS No. 10092300

EXHIBIT OF A
30' SANITARY SEWER EASEMENT
IN THE
THOMAS CARUTHERS LEAGUE, A-9,
BRAZOS COUNTY, TEXAS

DATE: OCT. 12, 2017 SCALE: 1"= 300' JOB NO.: 141-021-22
DWG. NAME: 14102122-EH SSE/SSE_3.0490AC.dwg

METES AND BOUNDS DESCRIPTION
1.1038 ACRES IN THE
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

A 1.1038 ACRE TRACT OF LAND SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, BRAZOS COUNTY, TEXAS, BEING OUT OF THAT CALLED 100.64 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER VOLUME 6927, PAGE 226 OF THE BRAZOS COUNTY DEED RECORDS (B.C.D.R.); SAID 1.1038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 1/2-inch iron rod with cap stamped 'HP Mayo 5045' found marking the southerly corner of a called 66.32 acre tract described in deed recorded under Volume 4480, Page 35 B.C.D.R. and in the northwesterly line of a called 75.17 acre tract described in deed recorded under Volume 1235, Page 59 B.C.D.R.;

THENCE, South 41°45'26" West, along the northwesterly line of said called 75.17 acre tract, a distance of 35.10 feet to the **POINT OF BEGINNING** of the herein described tract;

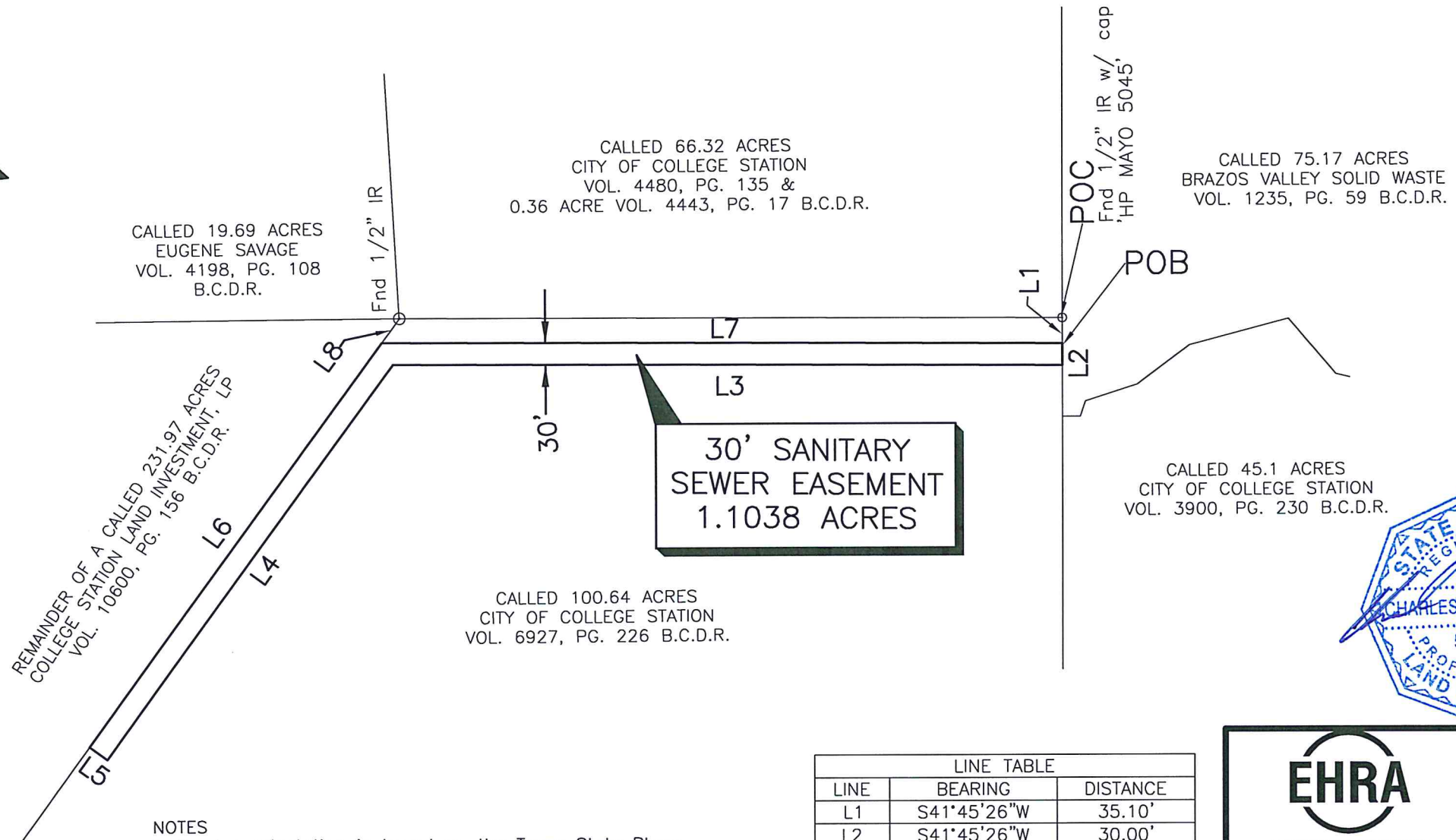
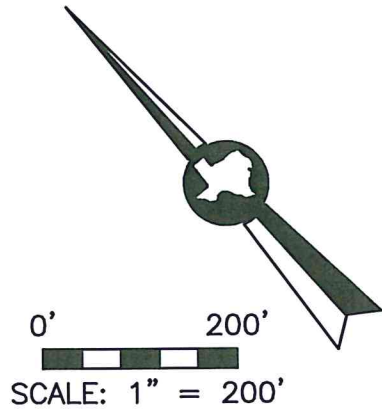
- (1) **THENCE**, South 41°45'26" West, continue along the northwesterly line of said called 75.17 acre tract, a distance of 30.00 feet to a point for corner;
- (2) **THENCE**, North 47°58'49" West, a distance of 919.19 feet to a point for corner;
- (3) **THENCE**, South 77°55'55" West, a distance of 668.28 feet to a point for corner;
- (4) **THENCE**, North 12°04'05" West, a distance of 30.00 feet to a point in the southeasterly line of the remainder of a called 231.97 acre tract described in deed recorded under Volume 10600, page 156 B.C.D.R.;
- (5) **THENCE**, North 77°55'55" East, along the southeasterly line of said called 231.97 acre tract, a distance of 683.60 feet to a point for corner from which a 1/2-inch iron rod found at the common corner of said called 66.32 acre tract, and a called 19.69 acre tract described in deed recorded under Volume 4198, Page 108 B.C.D.R. and said called 231.97 acre tract bears North 77°55'55" East, a distance of 41.39 feet
- (6) **THENCE**, South 47°58'49" East, a distance of 934.37 feet the **POINT OF BEGINNING** and containing 1.1038 acres of land. This description accompanies an Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated 10-12-17.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA


Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300



Date: 10/12/17
Job No: 141-021-22
File No: R:\2014\141-021-00\Documents\Description\Easement\14102122-EH SSE 1.1038 AC.doc



- NOTES
1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, Central Zone as determined by GPS measurements.
 2. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
 3. A metes and bounds description of even date accompanies this exhibit.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°45'26"W	35.10'
L2	S41°45'26"W	30.00'
L3	N47°58'49"W	919.19'
L4	S77°55'55"W	668.28'
L5	N12°04'05"W	30.00'
L6	N77°55'55"E	683.60'
L7	S47°58'49"E	934.37'
L8	N77°55'55"E	41.39'



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TBPLS No. 10092300

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SINCE 1936

EXHIBIT OF A
30' SANITARY SEWER EASEMENT
IN THE
THOMAS CARUTHERS LEAGUE, A-9,
BRAZOS COUNTY, TEXAS

DATE: OCT. 12, 2017SCALE: 1"= 200'JOB NO.: 141-021-22

DWG. NAME: 14102122-EH SSE/SSE 1.1038AC.dwg

METES AND BOUNDS DESCRIPTION
0.3325 OF ONE ACRE IN THE
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

A 0.3325 OF ONE ACRE (14,485 SQ. FT.) TRACT OF LAND SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, BRAZOS COUNTY, TEXAS, BEING OUT OF THAT CALLED 75.17 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER VOLUME 1235, PAGE 59 OF THE BRAZOS COUNTY DEED RECORDS (B.C.D.R.); SAID 0.3325 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 1/2-inch iron rod with cap stamped 'HP Mayo 5045' found marking the southerly corner of a called 66.32 acre tract described in deed recorded under Volume 4480, Page 35 B.C.D.R. and the northeasterly corner of a called 100.64 acre tract described in deed recorded under Volume 6927, Page 226 B.C.D.R. from which a 1/2-inch iron rod found at the common corner of a said called 66.32 acre tract, and a called 19.69 acre tract described in deed recorded under Volume 4198, Page 108 B.C.D.R. and a called 231.97 acre tract described in deed recorded under Volume 10600, Page 156 B.C.D.R. bears North 48°04'48" West, 909.93 feet;

THENCE, South 41°45'26" West, along the southeasterly line of said called 100.64 acre tract, a distance of 35.10 feet to the **POINT OF BEGINNING** of the herein described tract;

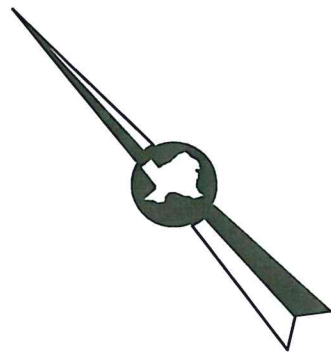
- (1) **THENCE**, South 47°58'49" East, a distance of 33.38 feet to a point for corner;
- (2) **THENCE**, South 67°31'00" East, a distance of 445.81 feet to a point in the northwesterly line of a called 45.1 acre tract described in deed recorded under Volume 3900, Page 230 B.C.D.R.;
- (3) **THENCE**, South 28°00'00" West, along the northwesterly line of said called 45.1 acre tract, a distance of 30.14 feet to a point for corner;
- (4) **THENCE**, North 67°31'00" West, a distance of 448.08 feet to a point for corner;
- (5) **THENCE**, North 47°58'49" West, a distance of 38.40 feet to a point in the southeasterly line of said called 100.64 acre tract;
- (6) **THENCE**, North 41°45'26" East, along the southeasterly line of said called 100.64 acre tract, a distance of 30.00 feet the **POINT OF BEGINNING** and containing 0.3325 of one acre or 14,485 square feet of land. This description accompanies an Exhibit, prepared by Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA and dated 10-12-17.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a EHRA


Charles Kennedy, Jr., R.P.L.S.
Texas Registration No. 5708
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500
TBPLS No. 10092300



Date: 10/12/17
Job No: 141-021-22
File No: R:\2014\141-021-00\Documents\Description\Easement\14102122-EH SSE 0.3325 AC.doc



0' 200'
SCALE: 1" = 200'

CALLLED 19.69 ACRES
EUGENE SAVAGE
VOL. 4198, PG. 108
B.C.D.R.

REMAINDER OF A CALLED 231.97 ACRES
COLLEGE STATION LAND INVESTMENT, LP
VOL. 10600, PG. 156 B.C.D.R.

CALLLED 66.32 ACRES
CITY OF COLLEGE STATION
VOL. 4480, PG. 135 &
0.36 ACRE VOL. 4443, PG. 17 B.C.D.R.

CALLLED 100.64 ACRES
CITY OF COLLEGE STATION
VOL. 6927, PG. 226 B.C.D.R.

CALLLED 75.17 ACRES
BRAZOS VALLEY SOLID WASTE
VOL. 1235, PG. 59 B.C.D.R.

CALLLED 45.1 ACRES
CITY OF COLLEGE STATION
VOL. 3900, PG. 230 B.C.D.R.

30' SANITARY
SEWER EASEMENT
0.3325 OF ONE ACRE
(14,485 SQ. FT.)



NOTES

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, Central Zone as determined by GPS measurements.
2. This exhibit does not show all improvements, easements, building lines, and other encumbrances, should any exist.
3. A metes and bounds description of even date accompanies this exhibit.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°45'26"W	35.10'
L2	S47°58'49"E	33.38'
L3	S67°31'00"E	445.81'
L4	S28°00'00"W	30.14'
L5	N67°31'00"W	448.08'
L6	N47°58'49"W	38.40'
L7	N41°45'26"E	30.00'



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TBPE No. F - 726
TBPLS No. 10092300

EXHIBIT OF A
30' SANITARY SEWER EASEMENT
IN THE
THOMAS CARUTHERS LEAGUE, A-9,
BRAZOS COUNTY, TEXAS

DATE: OCT. 12, 2017 SCALE: 1" = 200' JOB NO.: 141-021-22
DWG. NAME: 14102122-EH SSE/SSE 0.3325AC.dwg

Exhibit C
Description of the Project

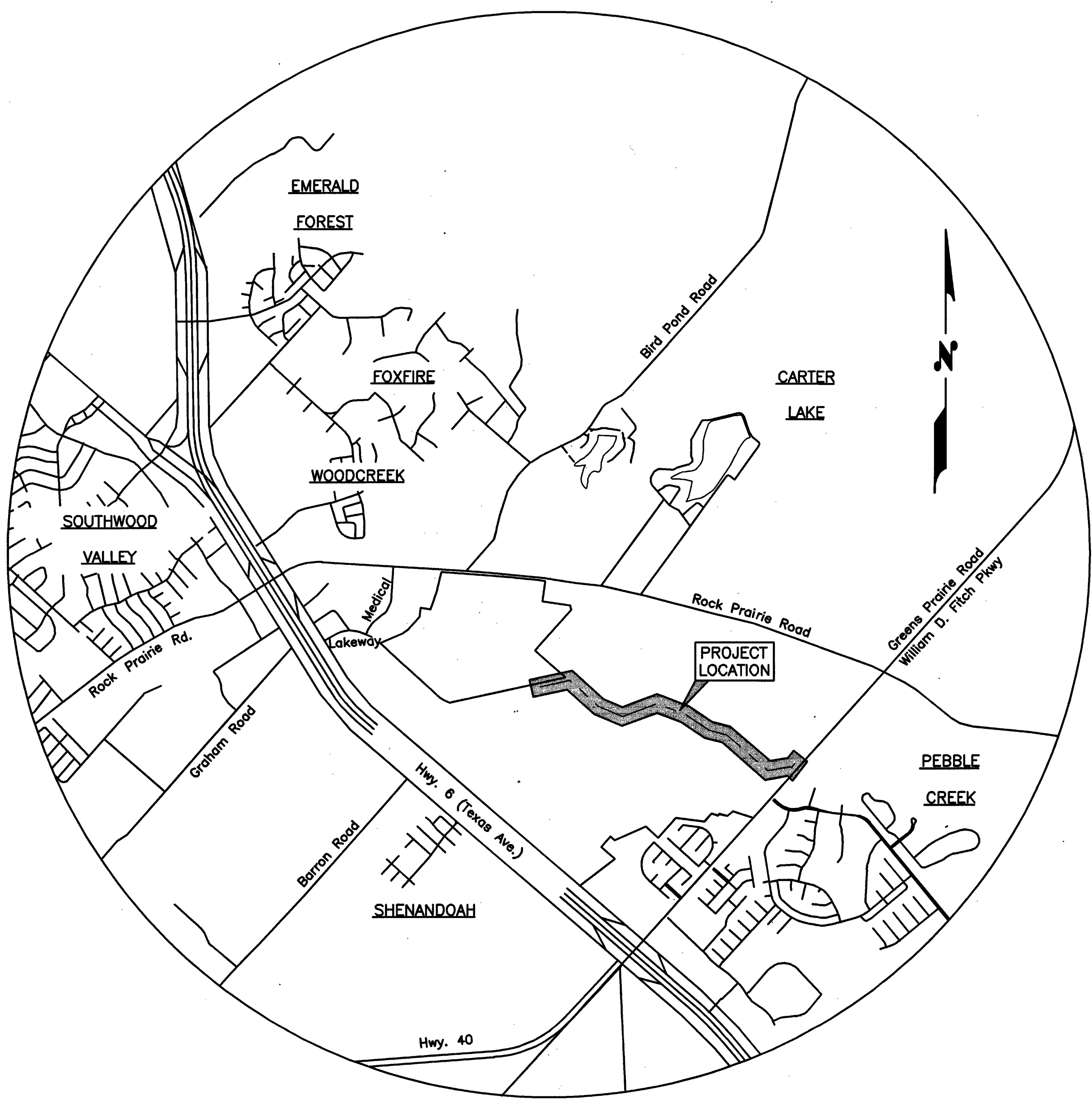
Design and Construction

Developer agrees to perform or ensure the performance of, the design, construction, and project management of the Project through Final Completion, including issuance of Letters of Completion in accordance with the terms and conditions of this Agreement. Developer will obtain any and all required easements for sewer line construction and necessary appurtenances. The Project will construct a forty-eight inch (48-inch) diameter fiberglass sewer line from the southeastern corner of the Property, running eastward to William D. Fitch Parkway.

ROCK PRAIRIE MANAGEMENT DISTRICT No. 2 (RPMD 2)

PLANS FOR THE CONSTRUCTION OF SANITARY SEWER TRUNK LINE

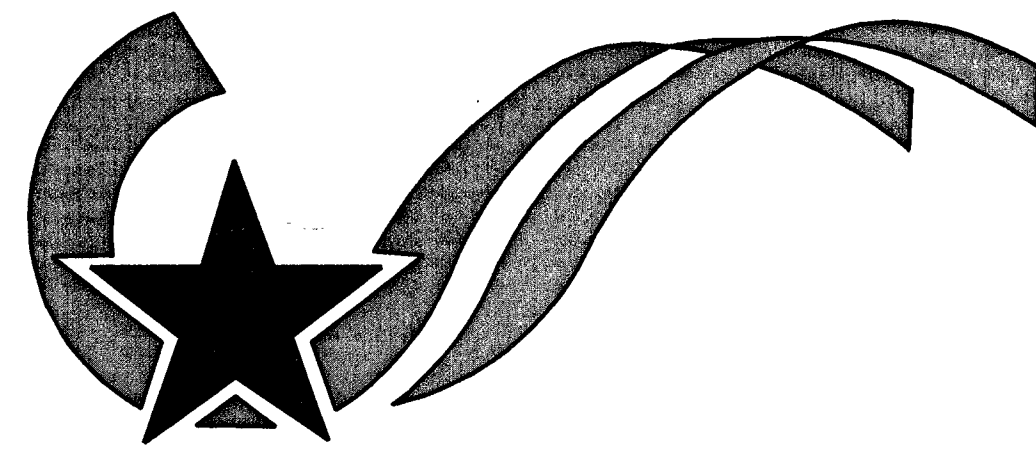
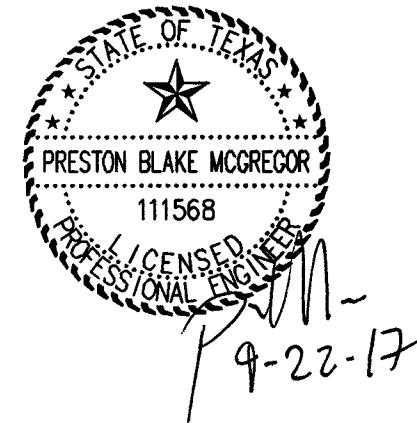
CITY OF COLLEGE STATION
SEPTEMBER 2017



INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
	GENERAL
1	COVER SHEET
2	GENERAL NOTES
	LAYOUTS
3	OVERALL LAYOUT
4	FLOW DIVERSION PLAN
	PLAN AND PROFILES
5	PROPOSED SANITARY SEWER STATION 0+00 TO 8+00
6	PROPOSED SANITARY SEWER STATION 8+00 TO 17+00
7	PROPOSED SANITARY SEWER STATION 17+00 TO 26+00
8	PROPOSED SANITARY SEWER STATION 26+00 TO 36+00
9	PROPOSED SANITARY SEWER STATION 36+00 TO 45+00
10	PROPOSED SANITARY SEWER STATION 45+00 TO 53+00
11	PROPOSED SANITARY SEWER STATION 53+00 TO 61+00
12	PROPOSED SANITARY SEWER STATION 61+00 TO 68+00
13	PROPOSED SANITARY SEWER STATION 68+00 TO END
	DETAILS
14	SANITARY SEWER DETAILS (SHEET 1 OF 2)
15	SANITARY SEWER DETAILS (SHEET 2 OF 2)
	STORM WATER POLLUTION PREVENTION
16	SWPP DETAILS

EHRA
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Houston, Texas 77042
713.784.4500
EHRAinc.com
TBPE No. F726

ENGINEERS



CITY OF COLLEGE STATION
PUBLIC WORKS DEPARTMENT
310 KRENEK TAP RD
COLLEGE STATION, TX
77840



SANITARY SEWER NOTES

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING ON THIS PROJECT IN ACCORDANCE WITH B/C/S UNIFIED SPECIFICATION SECTION 01 71 23 CONSTRUCTION SURVEYING. ALL STAKING SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED PUBLIC LAND SURVEYOR LICENSED BY THE STATE OF TEXAS. HORIZONTAL CONTROL VERTICALLY CONTROL SHALL BE ESTABLISHED PER THE CONTROL POINT AND BENCHMARK DATA PROVIDED IN THE PLANS. DIGITAL DATA WILL NOT BE PROVIDED TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL CONSTRUCTION STAKING AND

40. THE CONTRACTOR SHALL REVEGETATE UNPAVED AREAS

- ## EXISTING UTILITY NOTES

7. THE CONTRACTOR SHALL COORDINATE WITH COLLEGE STATION UTILITIES (CSU) TO BRACE AND PROTECT ALL POWER POLES DURING CONSTRUCTION.

5. FOLLOWING CONSTRUCTION OF THE GRAVITY SANITARY SEWER LINES, THE CONTRACTOR WILL PROVIDE TELEVISION INSPECTION OF THE INSTALLED LINES TO IDENTIFY ANY POSSIBLE DEFECTS. IF DEFECTS ARE DETECTED, THE CONTRACTOR SHALL REMEDY THE DEFECT IMMEDIATELY PRIOR TO PUTTING THE PORTION INSPECTED INTO SERVICE.

PAVEMENT CUT/TRENCHING NOTES

4. THE OWNER MAKES NO GUARANTEES AS TO THE CONDITION OF EXISTING PAVEMENT SURFACE OR BASE MATERIAL. THE OWNER SHALL PAY NO MORE THAN THE MAXIMUM PAVING REPAIR SHOWN ON THE PLANS.

TRAFFIC CONTROL NOTES

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING STOP BARS AND CROSSWALK MARKINGS WHERE NECESSARY IN ACCORDANCE WITH THE LATEST VERSION OF TxDOT STANDARD DETAILS.

BENCHMARK/FLOODPLAIN

BENCHMARK:

NGS Monument No. E-306
 N 13,737.760.03: E 3,117.456.82
 2.0 miles west along the Gulf, Colorado
 and Santa Fe railway from the station at
 Marvel, Brazoria County, 0.2 mile west of
 a shell-road crossing, 5-1/2 feet
 northwest of mile pole 38, 39 feet south
 of the south rail, 33 feet north of the
 centerline of a dirt road, 6.7 feet north
 of the right-of-way fence, 3 feet west
 of a white wooden witness post and set
 in the top of a concrete post about flush
 with the ground; Stamped E 306 1935.
 Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:

Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).

[illegible]

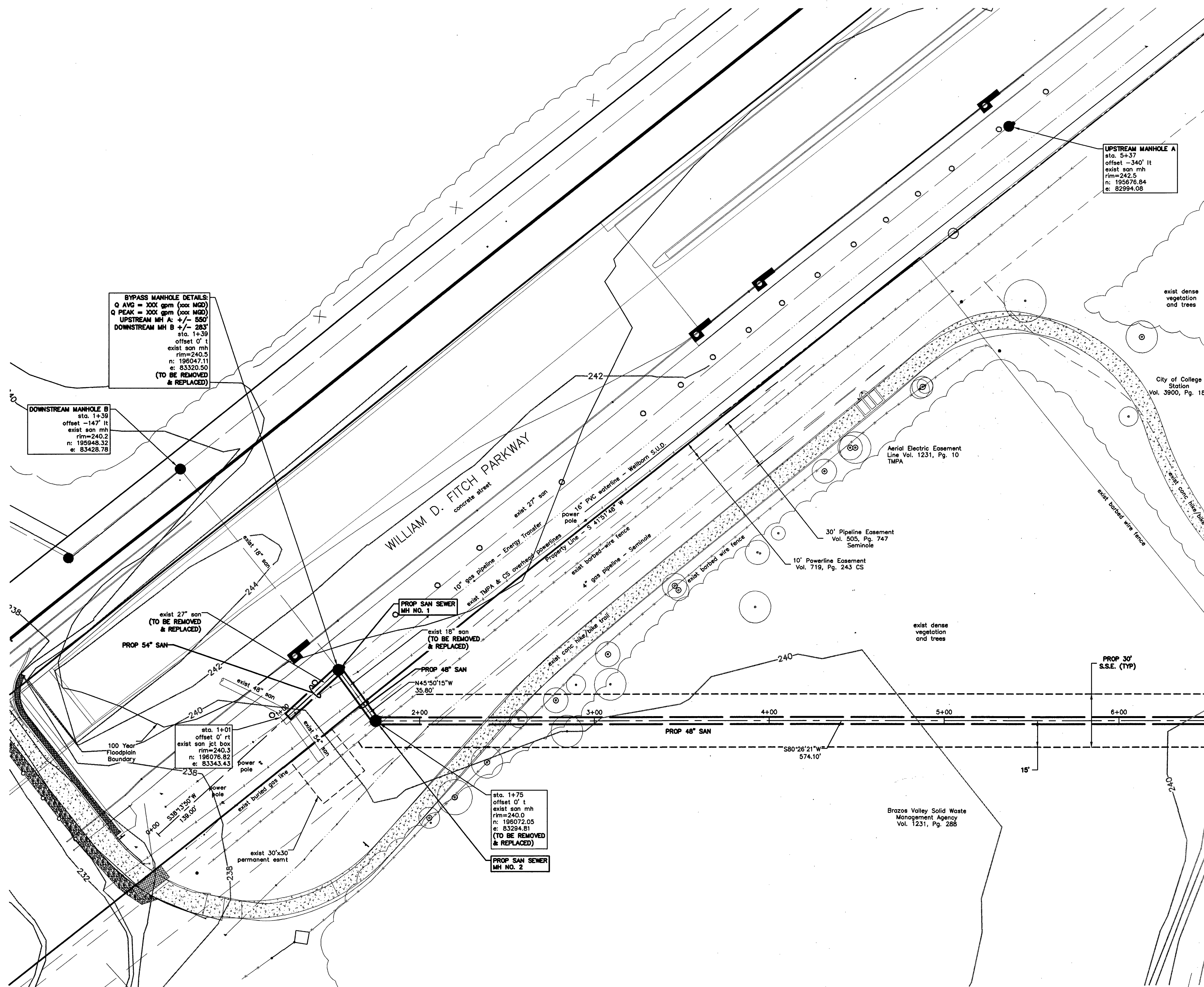
**PROPOSED SANITARY SEWER
TRUNK LINE**

GENERAL NOTES

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TYPE No. F-726

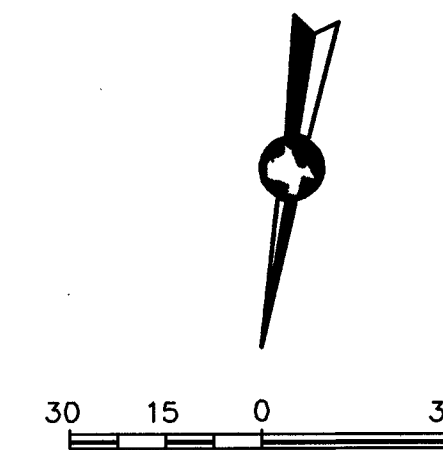


FOR NO	141-021-22	P-3619	DSGN.	PBM	DATE	7/17
			CHKD.	PBM	DATE	7/17
SURV. EHRA		DATE	7/17			
DWN. MIZEP		DATE	7/17			
APPR.		DATE	---			



NOTE:
EXISTING OVERHEAD AND UNDERGROUND UTILITIES
IN THE AREA. LOCATIONS SHOWN FOR EXISTING
UTILITIES ARE APPROXIMATE AND OTHER UTILITIES
MAY EXIST IN THE VICINITY OF THE PROJECT WHICH
ARE NOT SHOWN ON THE PLANS. CONTRACTOR IS
RESPONSIBLE FOR DETERMINING THE HORIZONTAL
AND VERTICAL LOCATION OF ALL UTILITIES PRIOR
TO CONSTRUCTION. CONTRACTOR SHALL BE
RESPONSIBLE FOR ANY REPAIRS TO EXISTING
UTILITIES DUE TO DAMAGE CAUSED BY
CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE
ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

NOTE:
TREES SHOWN WERE PROVIDED
BY A NARROW CORRIDOR SURVEY.
ADDITIONAL LARGE TREES EXIST
WITHIN CLOSE PROXIMITY TO THE
PROPOSED SANITARY SEWER LINE



FLOW DIVERSION MANAGEMENT NOTES:

1. FLOW DIVERSION PLANS SHALL BE PERFORMED IN SEQUENTIAL ORDER (STEPS A-X)
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE BYPASS EQUIPMENT, FORCE MAINS, AND OTHER NECESSARY APPURTENANCES, IN ORDER TO MAINTAIN RELIABLE SANITARY SEWER SERVICE IN ALL SANITARY SEWER LINES AS REQUIRED FOR CONSTRUCTION.
3. THE CONTRACTOR SHALL HAVE BACKUP PUMP(S), FORCE MAIN(S), AND APPURTENANCES READY TO DEPLOY IMMEDIATELY AFTER THE MAINS ARE DISCHARGED. POINTS SHALL BE APPROVED BY THE INSPECTOR.
4. ANY SPILLAGE, BACKUPS AND/OR OVERFLOWS, ETC. AS THE RESULT OF INADEQUATE EQUIPMENT ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL DEMONSTRATE THAT THE PUMPING SYSTEM IS IN GOOD WORKING ORDER AND IS SUFFICIENTLY SIZED TO SUCCESSFULLY HANDLE FLOWS BY PERFORMING A TEST RUN FOR A PERIOD OF 24 HOURS PRIOR TO BEGINNING THE WORK. TESTING IS NOT TO BE SCHEDULED UNTIL APPROVED BY THE INSPECTOR.
6. THE CONTRACTOR SHALL BE REQUIRED TO HAVE ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO COMPLETE THE REPAIR OR REPLACEMENT ON THE JOB SITE PRIOR TO ISOLATION THE SEWER MANHOLE OR LINE SEGMENT AND BEGINNING FLOW DIVERSION OPERATIONS.
7. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE IN WRITING A SEQUENCE OF FLOW DIVERSION FOR REVIEW AND APPROVAL BY THE INSPECTOR. THE CONTRACTOR SHALL ALSO PROVIDE TO THE INSPECTOR A SKETCH SHOWING THE LOCATION OF FLOW DIVERSION EQUIPMENT FOR EACH LINE SEGMENT(S) AROUND WHICH FLOWS ARE DIVERTED.
8. ONCE NEW SEWER COLLECTION SYSTEM HAS BEEN COMPLETED, TESTED AND ACCEPTED, THE CONTRACTOR SHALL CEASE FLOW DIVERSION OPERATIONS AND RETURN FLOWS TO THE NEW AND/OR EXISTING SEWER WHEN DIRECTED BY THE INSPECTOR.
9. ALL PIPING(S), JOINTS AND ACCESSORIES OF THE FLOW DIVERSION SYSTEM SHALL BE DESIGNED TO WITHSTAND AT LEAST TWICE THE MAXIMUM SYSTEM PRESSURE, OR A MINIMUM OF 50 PSI, WHICHEVER IS GREATER.
10. DURING FLOW DIVERSION, NO SEWAGE SHALL BE LEAKED, DUMPED, OR SPILED ON OR INTO ANY AREA OUTSIDE OF THE EXISTING SANITARY SEWER SYSTEM AND TEMPORARY BY-PASS SYSTEM. WHEN FLOW DIVERSION OPERATIONS ARE COMPLETE, ALL FLOW DIVERSION SHALL BE DRAINED INTO THE SANITARY SEWER PRIOR TO DISASSEMBLY.
11. THE CONTRACTOR SHALL PLUG OFF AND PUMP DOWN THE SEWER MANHOLE OR LINE SEGMENT IN THE IMMEDIATE WORK AREA AND SHALL MAINTAIN THE SANITARY SEWER SYSTEM SO THAT SURCHARGING DOES NOT OCCUR. WHERE WORK REQUIRES THE LINE TO BE BLOCKED BEHIND AND WORKING HOLES, THE CONTRACTOR SHALL MAINTAIN SEPARATE FLOW RETURN AND VENT THE SYSTEM 24 HOURS A DAY.
12. THE CONTRACTOR SHALL ENSURE THAT NO DAMAGE WILL BE CAUSED TO PRIVATE PROPERTY AS A RESULT OF FLOW DIVERSION OPERATIONS. INGRESS AND EGRESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. RAMPS, STEEL PLATES OR OTHER METHODS SHALL BE DEPLOYED BY THE CONTRACTOR TO FACILITATE TRAFFIC OVER SURFACE PIPING. HIGH TRAFFIC COMMERCIAL PROPERTIES MAY REQUIRE ALTERNATE METHODS.
13. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE INSPECTOR SHOULD A SURCHARGE OCCUR THAT RESULTS IN AN OVERFLOW OF SEWAGE. IF THE CONTRACTOR IS UNABLE TO REMEDY THE SITUATION, THEN HE SHOULD SUSPEND OR TERMINATE THE WORK UNTIL SUCH TIME AS THE OVERFLOWS HAVE BEEN CONTROLLED SHOULD SUCH SURCHARGE DAMAGE THE MATERIALS AND/OR EQUIPMENT THAT ARE USED ON THE JOB AND/OR ADJACENT PROPERTY, IT SHALL BE CORRECTED AT NO ADDITIONAL COST TO THE OWNER.
14. IN THE EVENT THAT SEWAGE ACCIDENTALLY DRAINS INTO THE DRAINAGE SYSTEM, OR STREET, THE CONTRACTOR SHALL IMMEDIATELY STOP THE OVERFLOW, NOTIFY THE INSPECTOR, AND TAKE THE NECESSARY ACTION TO CLEAN UP AND DISINFECT THE SPILLAGE TO THE SATISFACTION OF THE INSPECTOR. IF SEWAGE IS SPILLED ONTO PUBLIC OR PRIVATE PROPERTY, THE CONTRACTOR SHALL WASH DOWN, CLEAN UP AND DISINFECT THE SPILLAGE TO THE SATISFACTION OF THE INSPECTOR.
15. FORCE MAIN PIPING MAY BE LAID INSIDE OF STORM DRAINAGE PIPES TO AVOID SURFACE INTERFERENCE WITH VEHICULAR OR PEDESTRIAN TRAFFIC. FLOW DIVERSION SHALL BE ALLOWED TO SPILL FROM SAID FORCE MAINS INTO SAID DRAINAGE PIPES. THE USE OF EXISTING STORM DRAIN SYSTEMS SHALL BE APPROVED BY THE OWNER. FORCE MAINS LAID IN STORM SEWERS SHALL BE PRESSURE PIPE AND FITTINGS.
16. THE CONTRACTOR SHALL NOT INTENTIONALLY DAMAGE OR REMOVE PORTIONS OF EXISTING STORM SEWER SYSTEM STRUCTURES OR SANITARY SEWER STRUCTURES FOR THE PURPOSE OF INSTALLING THE FLOW DIVERSION SYSTEM WITHOUT SPECIFIC APPROVAL FROM THE INSPECTOR. IF A STRUCTURE IS DAMAGED, IT SHALL BE RECONSTRUCTED OR REPAIRED TO THE SATISFACTION OF THE INSPECTOR AT NO ADDITIONAL COST TO THE OWNER.
17. THE CITY OF COLLEGE STATION SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE FLOW DIVERSION SYSTEM SUSTAINED BY THE CONTRACTOR DIRECTLY OR INDIRECTLY AS RESULT OF STORM WATER RUNOFF WITHIN STREETS, DITCHES AND/OR STORM SEWER SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE THAT RESULTS DIRECTLY OR INDIRECTLY FROM THE INTERFERENCES OF STORM WATER RUNOFF T FLOW DIVERSION EQUIPMENT, PIPING AND/OR APPURTENANCES. THE CONTRACTOR SHALL ESTABLISH ADEQUATE FLOW DIVERSION AS REQUIRED REGARDLESS OF THE FLOW CONDITIONS.
18. CONTRACTORS WILL BE REQUIRED TO PROVIDE TEMPORARY VEHICULAR ACCESS ACROSS ANY BYPASS PIPING CROSSING PUBLIC R.O.W. (NO SEPARATE PAY ITEM).
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBSERVING WEATHER FORECASTS AND NOTIFYING INSPECTOR OF ANY SEVERE WEATHER POSSIBILITIES DURING CONSTRUCTION. IN THE EVENT OF INCLEMENT WEATHER POSSIBILITIES DURING CONSTRUCTION. IN THE EVENT OF INCLEMENT WEATHER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUSPENDING ALL BYPASS ACTIVITIES, INCLUDING THE COST OF ANY MOBILIZATION OF DEMOBILIZATION AND RE-MOBILIZATION.
20. CONTRACTOR SHALL NOTIFY THE CITY IMMEDIATELY OF ANY SPILLS THAT OCCUR DURING CONSTRUCTION.

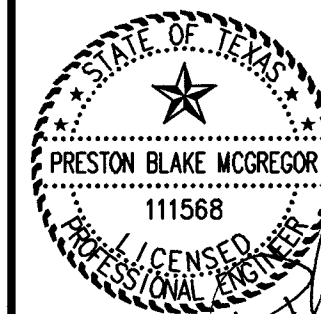
BENCHMARK/FLOODPLAIN

BENCHMARK:

NGS Monument No. E-306
N 13,737,760.03; E 3,117,456.82
2.0 miles west along the Gulf, Colorado
and Santa Fe railway from the station at
Manvel, Brazoria County, 0.2 mile west of
a shell-road crossing, 5-1/2 feet
northwest of mile pole 38, 39 feet south
of the south rail, 33 feet north of the
centerline of a dirt road, 6.7 feet north
of the right-of-way fence, 3 feet west
of a white wooden witness post and set
in the top of a concrete post about flush
with the ground; Stamped E 306 1935
Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:

Floodplain Statement:
Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).

[illegible]

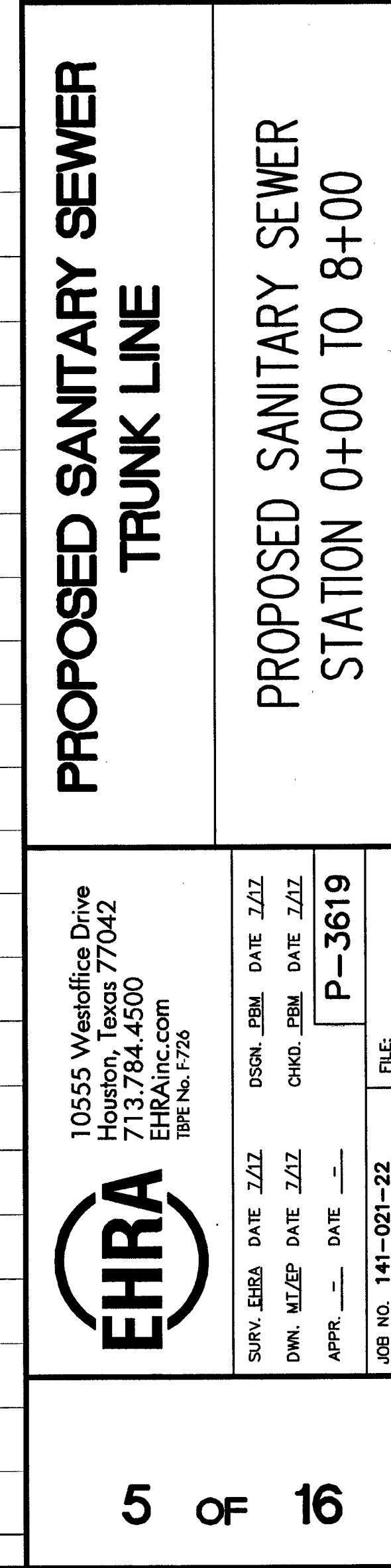
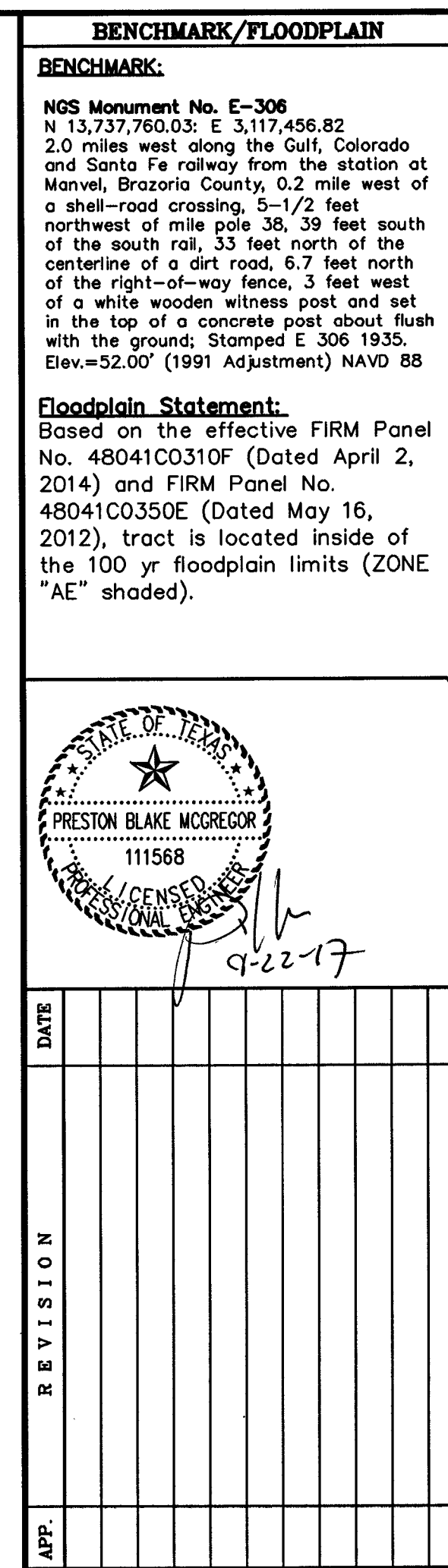
**PROPOSED SANITARY SEWER
TRUNK LINE**

FLOW DIVERSION PLAN

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com



FOR NO. 141-021-22	FILE.
SURV. EHRA DATE 7/17	DSGN. <u>PBM</u> DATE 7/17
OWN. <u>MT/EP</u> DATE 7/17	CHKD. <u>PBM</u> DATE 7/17
APPR. <u>—</u> DATE <u>—</u>	P-3619



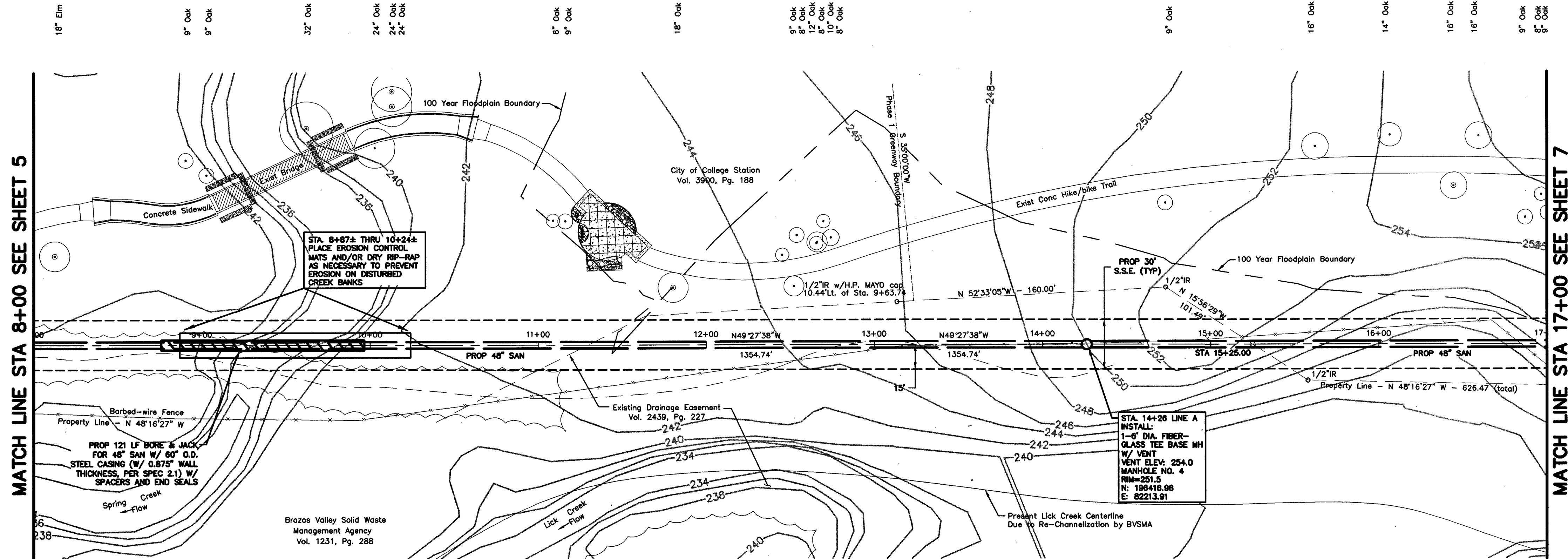
P:\141-021-22\Drawings\Spring Creek Corp Campus San Sw\6-10 PROPOSED SANITARY SEWER.dwg Sep 22, 2017-11:32am Edited by: Bishop

MATCH LINE STA 8+00 SEE SHEET 5

MATCH LINE STA 8+00 SEE SHEET 5

MATCH LINE STA 17+00 SEE SHEET 7

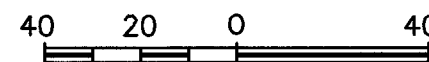
MATCH LINE STA 17+00 SEE SHEET 7



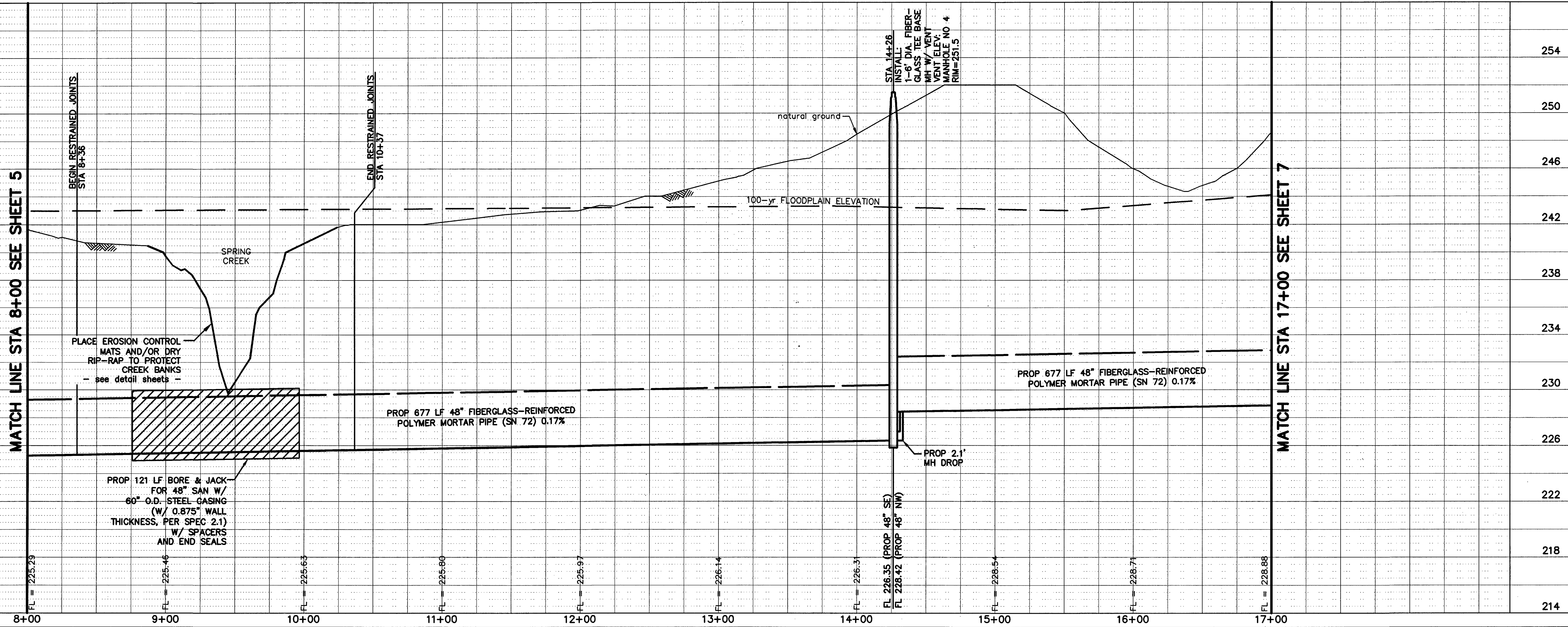
NOTE:
ALL MANHOLES SHALL BE MARKED
BY A SIGN PER DETAIL S5-02
(SEE SHEET 14)

NOTE:
TREES SHOWN WERE PROVIDED
BY A NARROW CORRIDOR SURVEY.
ADDITIONAL LARGE TREES EXIST
WITHIN CLOSE PROXIMITY TO THE
PROPOSED SANITARY SEWER LINE.

NOTE:
EXISTING UNDERGROUND UTILITIES IN THE AREA.
CONTRACTOR IS RESPONSIBLE FOR DETERMINING
THE HORIZONTAL AND VERTICAL LOCATION OF ALL
UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR
SHALL BE RESPONSIBLE FOR ANY REPAIRS TO
EXISTING UTILITIES DUE TO DAMAGE CAUSED BY
CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE
ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

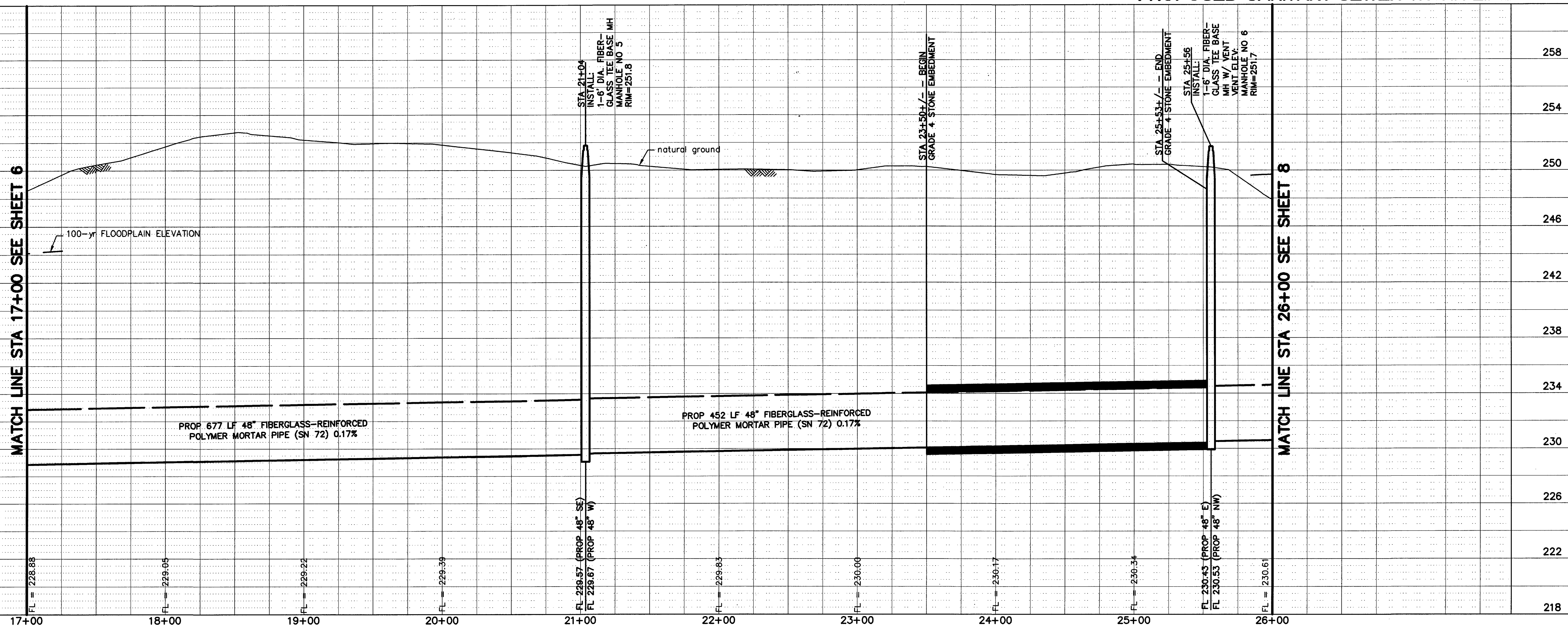
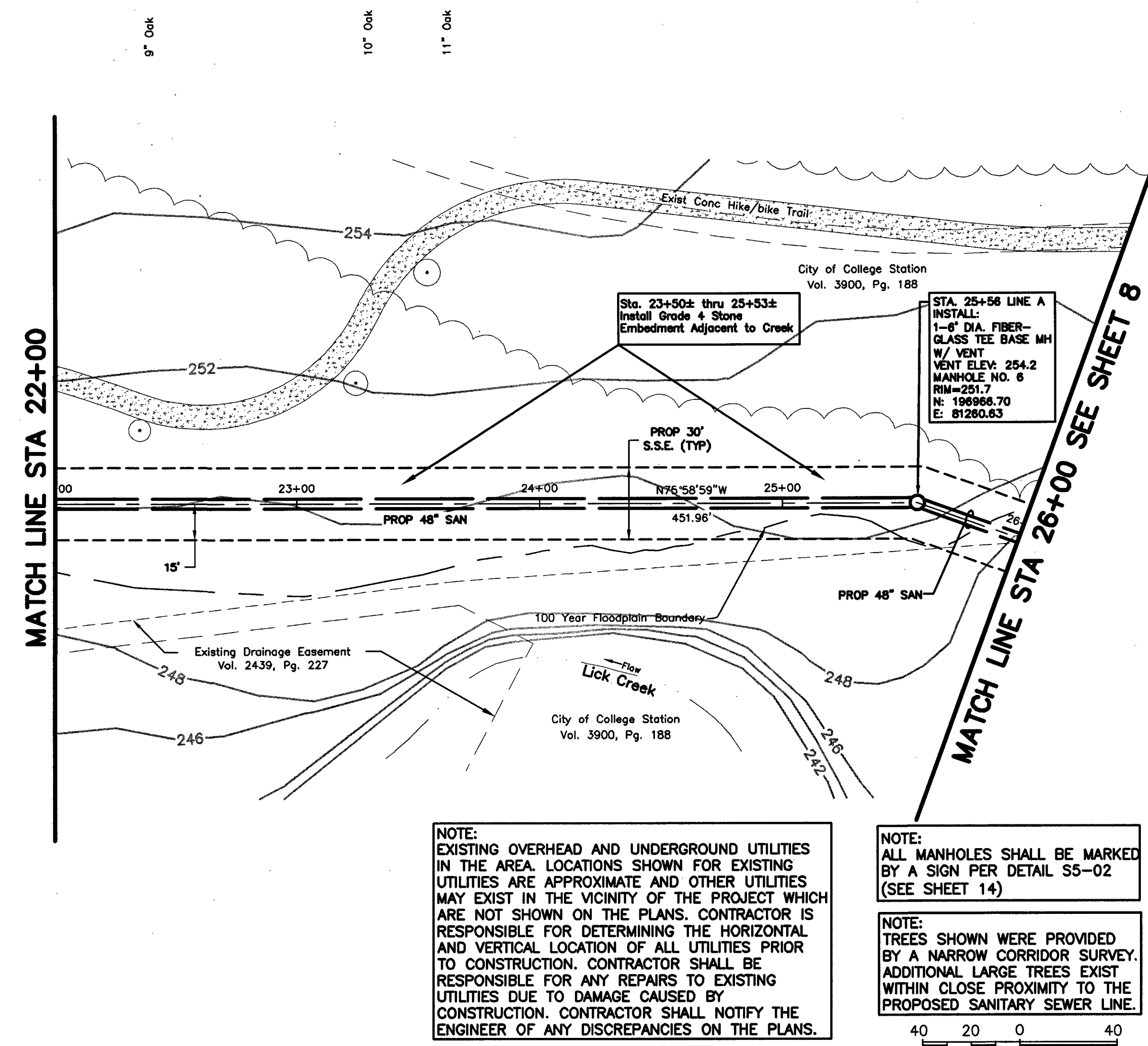
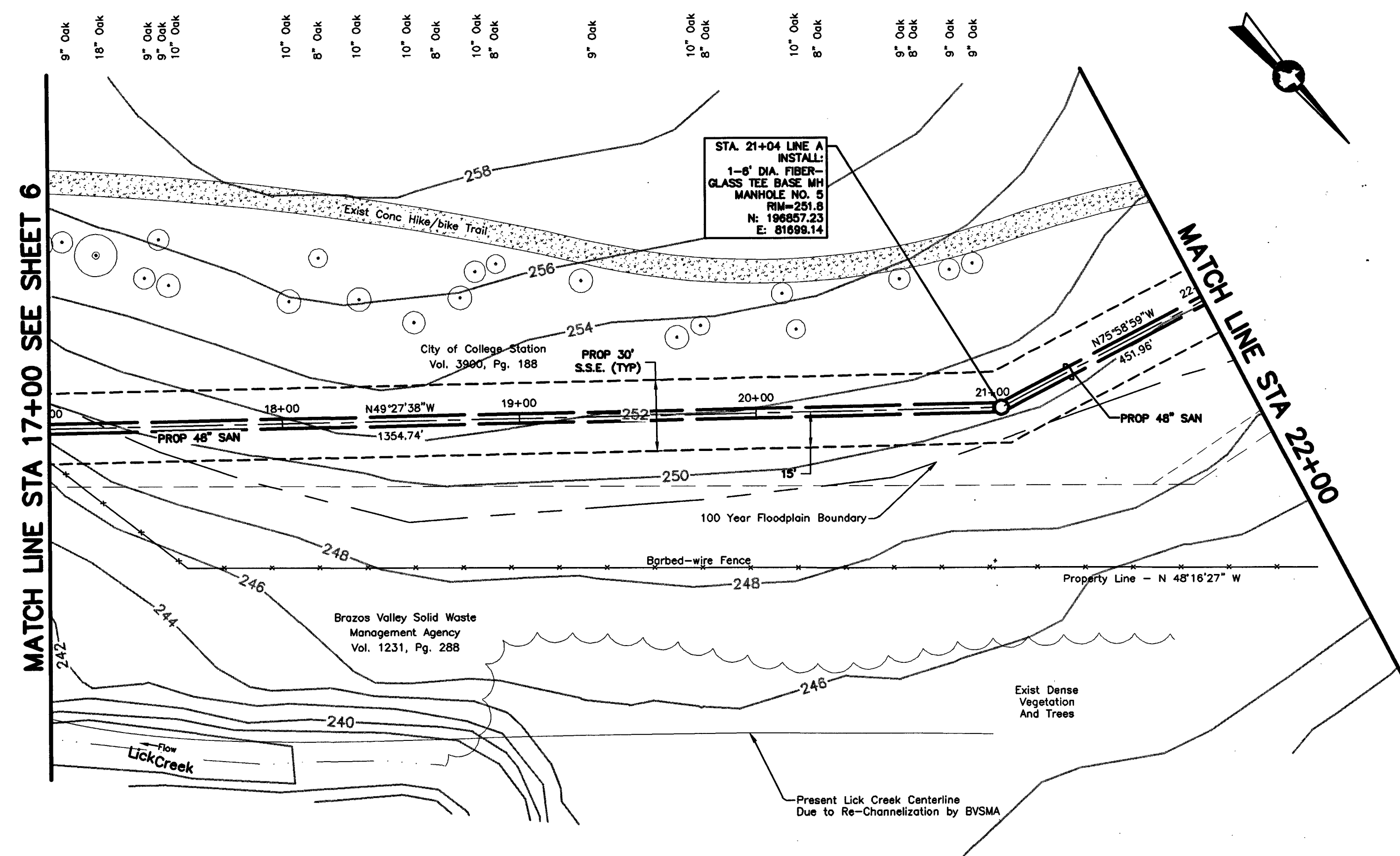


PROPOSED SANITARY SEWER TRUNK LINE



BENCHMARK/FLOODPLAIN	
BENCHMARK: NGS Monument No. E-306 N 13,737,760.03; E 3,117,456.82 2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Manvel, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 38, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935. Elev.=52.00' (1991 Adjustment) NAVD 88	
Floodplain Statement: Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).	
DATE	
REVISION	
APP.	

PROPOSED SANITARY SEWER TRUNK LINE	
PROPOSED SANITARY SEWER STATION 8+00 TO 17+00	
10555 Westoffice Drive Houston, Texas 77042 713.784.4500 EHRAnet.com TYPE No. F728	
SURV. EHRB	DATE 7/12
DESIGN EHRB	DATE 7/12
CHKD EHRB	DATE 7/12
APPR. ---	DATE ---
JOB NO. 141-021-22	
FILE: P-3619	



BENCHMARK/FLOODPLAIN
<u>BENCHMARK:</u>

NGS Monument No. E-306
N 13,737,760.03; E 3,117,456.82
 2.0 miles west along the Gulf, Colorado
 and Santa Fe railway from the station at
 Manvel, Brazoria County; 0.2 mile west
 of a shell-road crossing, 5-1/2 feet
 northwest of mile pole 38, 39 feet south
 of the south rail, 33 feet north of the
 centerline of a dirt road, 6.7 feet north
 of the right-of-way fence, 3 feet west
 of a white wooden witness post and set
 in the top of a concrete post about flush
 with the ground; Stamped E 306 1935
 Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:
Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).

[illegible]

**PROPOSED SANITARY SEWER
TRUNK LINE**

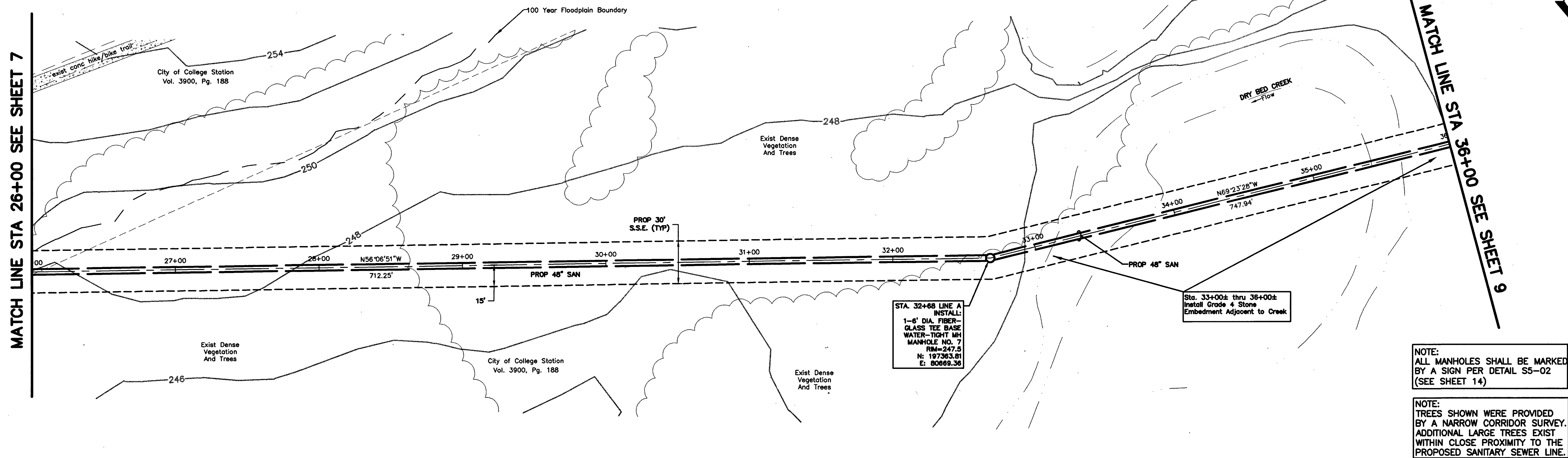
PROPOSED SANITARY SEWER
STATION 17+00 TO 26+00

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TBPE No. F-726



SURV. <u>EHRA</u> DATE <u>7/17</u> DWN. <u>WT/EP</u> DATE <u>7/17</u> APPR. <u>-</u> DATE <u>-</u>	DSGN. <u>PBM</u> DATE <u>7/17</u> CHKD. <u>PBM</u> DATE <u>7/17</u>	P-3619	FILE#
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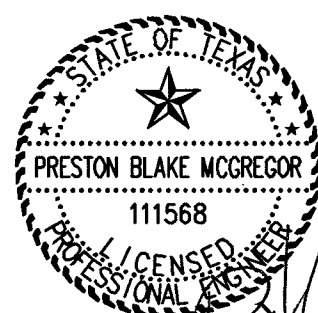
P:\141-021-22\Drawings\Spring Creek Corp Campus Swn\6-10 PROPOSED SANITARY SEWER.dwg Sep 22, 2017-11:33am Edited by: Bishop



NOTE:
EXISTING OVERHEAD AND UNDERGROUND UTILITIES
IN THE AREA. LOCATIONS SHOWN FOR EXISTING
UTILITIES ARE APPROXIMATE AND OTHER UTILITIES
MAY EXIST IN THE VICINITY OF THE PROJECT WHICH
ARE NOT SHOWN ON THE PLANS. CONTRACTOR IS
RESPONSIBLE FOR DETERMINING THE HORIZONTAL
AND VERTICAL LOCATION OF ALL UTILITIES PRIOR
TO CONSTRUCTION. CONTRACTOR SHALL BE
RESPONSIBLE FOR ANY REPAIRS TO EXISTING
UTILITIES DUE TO DAMAGE CAUSED BY
CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE
ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

BENCHMARK/FLOODPLAIN
BENCHMARK:
NGS Monument No. E-306
N 13,737,760.03; E 3,117,456.82
2.0 miles west along the Gulf, Colorado
and Santa Fe railway from the station at
Morvel, Brazoria County, 0.2 mile west of
a shell-road crossing, 5-1/2 feet
northwest of mile pole 38, 39 feet south
of the south rail, 33 feet north of the
centerline of a dirt road, 6.7 feet north
of the right-of-way fence, 3 feet west
of a white wooden witness post and set
in the top of a concrete post about flush
with the ground; Stamped E 306 1935.
Elev.=52.00' (1991 Adjustment) NAVD 88

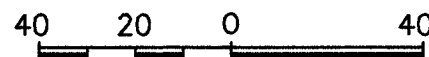
Floodplain Statement:
Based on the effective FIRM Panel
No. 48041C0310F (Dated April 2,
2014) and FIRM Panel No.
48041C0350E (Dated May 16,
2012), tract is located inside of
the 100 yr floodplain limits (ZONE
"AE" shaded).



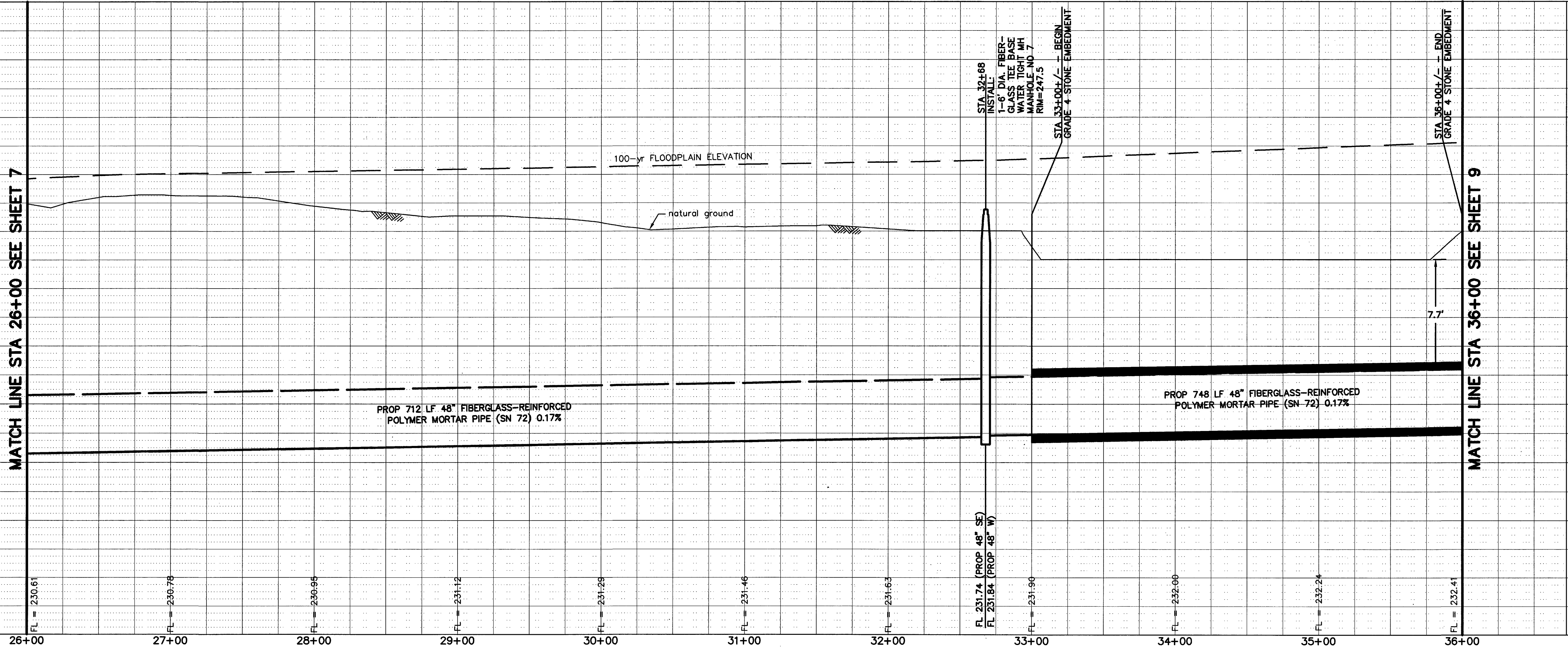
DATE	
REVISION	
APP.	

NOTE:
ALL MANHOLES SHALL BE MARKED
BY A SIGN PER DETAIL S5-02
(SEE SHEET 14)

NOTE:
TREES SHOWN WERE PROVIDED
BY A NARROW CORRIDOR SURVEY.
ADDITIONAL LARGE TREES EXIST
WITHIN CLOSE PROXIMITY TO THE
PROPOSED SANITARY SEWER LINE.



PROPOSED SANITARY SEWER TRUNK LINE



PROPOSED SANITARY SEWER TRUNK LINE

PROPOSED SANITARY SEWER
STATION 26+00 TO 36+00

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRA inc.com
TYPE No. F726

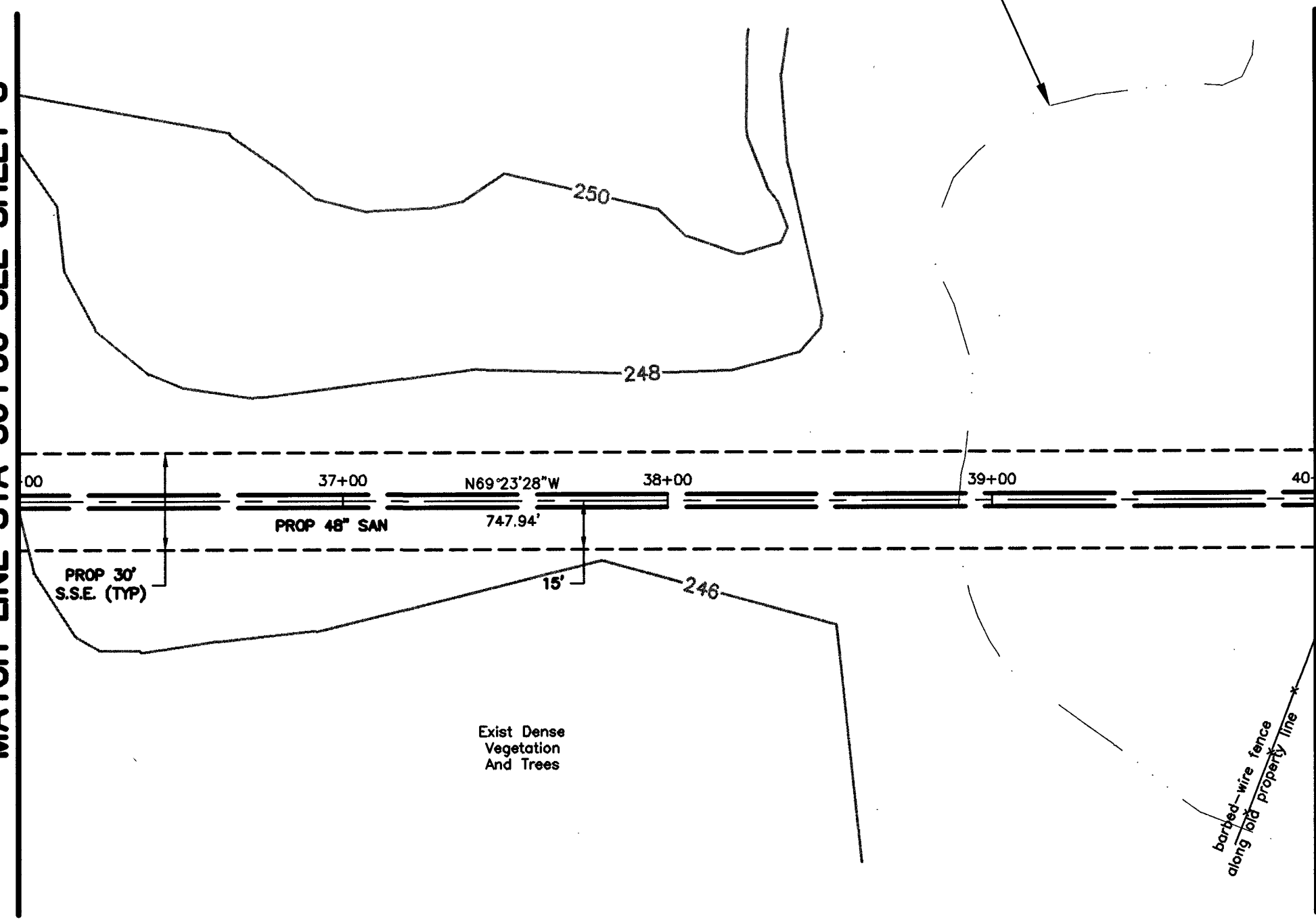


SURV.	DATE	DESIGN.	DATE	DATE	DATE	DATE	DATE
CHKD.	DATE	DATE	DATE	DATE	DATE	DATE	DATE
APP.	DATE	DATE	DATE	DATE	DATE	DATE	DATE
JOB NO.	141-021-22	FILE:					

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MATCH LINE STA 36+00 SEE SHEET 8

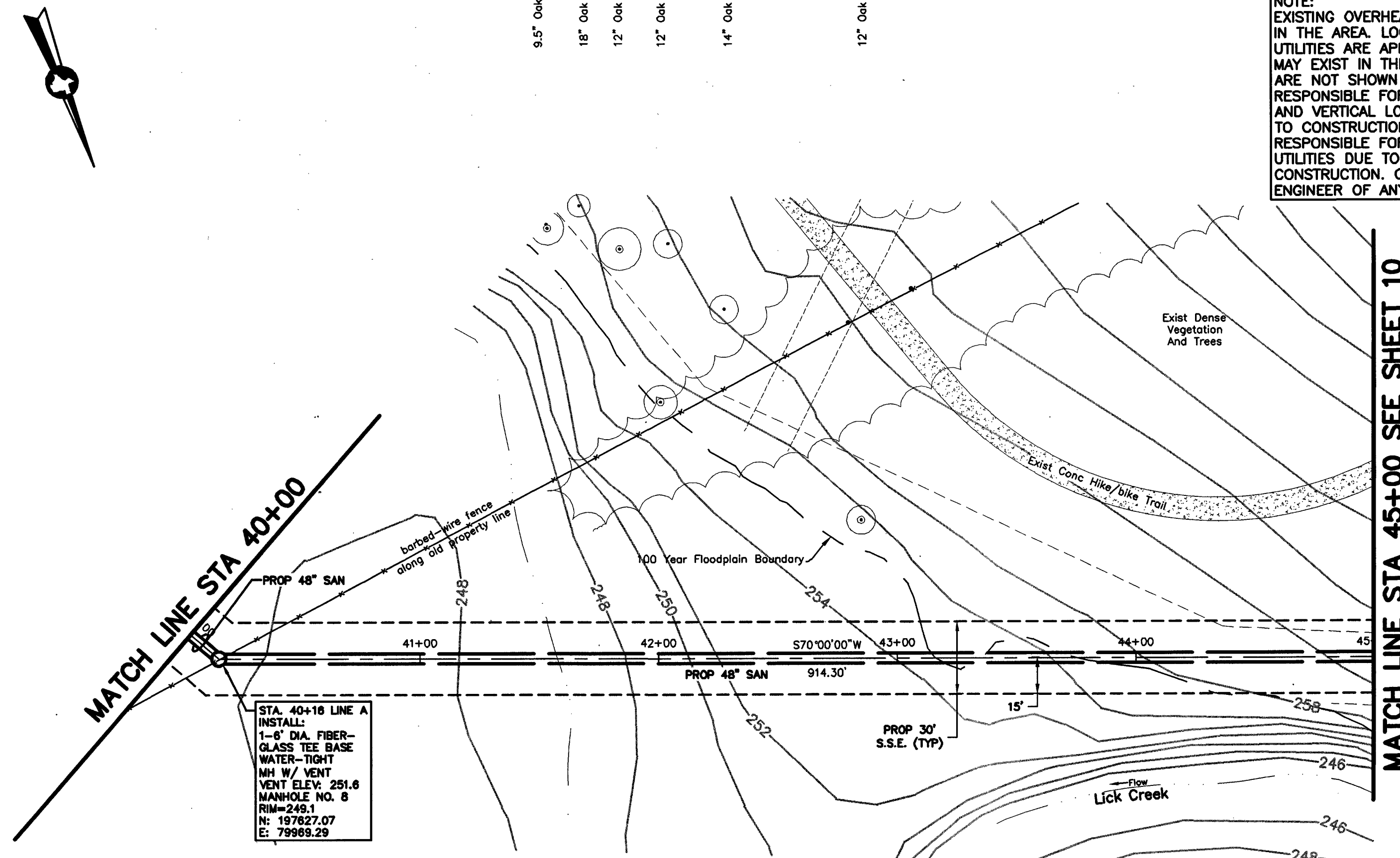
MATCH LINE STA 36+00 SEE SHEET 8



MATCH LINE STA 40+00

MATCH LINE STA 40+00

STA. 40+16 LINE A
INSTALL:
1-6\"/>

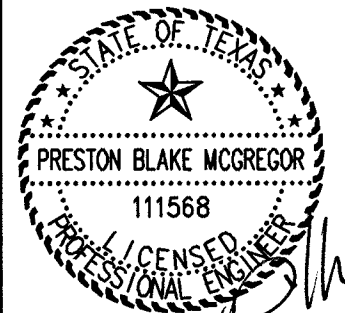


MATCH LINE STA 45+00 SEE SHEET 10

NOTE:
ALL MANHOLES SHALL BE MARKED
BY A SIGN PER DETAIL S5-02
(SEE SHEET 14)

NOTE:
TREES SHOWN WERE PROVIDED
BY A NARROW CORRIDOR SURVEY.
ADDITIONAL LARGE TREES EXIST
WITHIN CLOSE PROXIMITY TO THE
PROPOSED SANITARY SEWER LINE.

NOTE:
EXISTING OVERHEAD AND UNDERGROUND UTILITIES
IN THE AREA. LOCATIONS SHOWN FOR EXISTING
UTILITIES ARE APPROXIMATE AND OTHER UTILITIES
MAY EXIST IN THE VICINITY OF THE PROJECT WHICH
ARE NOT SHOWN ON THE PLANS. CONTRACTOR IS
RESPONSIBLE FOR DETERMINING THE HORIZONTAL
AND VERTICAL LOCATION OF ALL UTILITIES PRIOR
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RESPONSIBLE FOR ANY REPAIRS TO EXISTING
UTILITIES DUE TO DAMAGE CAUSED BY
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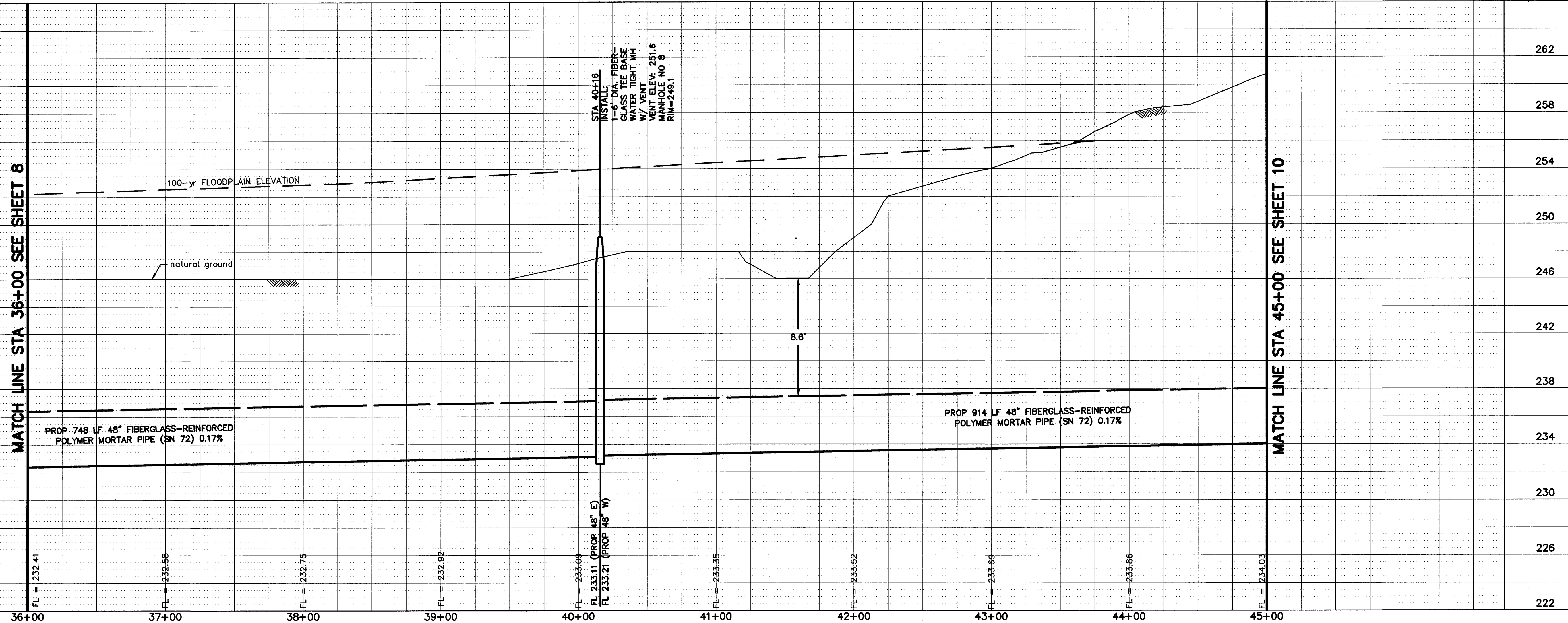


BENCHMARK/FLOODPLAIN
BENCHMARK:
NGS Monument No. E-306
N 13,737,760.03; E 3,117,456.82
2.0 miles west along the Gulf, Colorado
and Santa Fe railway from the station at
Marvel, Brazoria County, 0.2 mile west of
a shell-road crossing, 5-1/2 feet
northwest of mile pole 38, 39 feet south
of the south rail, 33 feet north of the
centerline of a dirt road, 6.7 feet north
of the right-of-way fence, 3 feet west
of a white wooden witness post and set
in the top of a concrete post about flush
with the ground; Stamped E 306 1935.
Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:
Based on the effective FIRM Panel
No. 48041C0310F (Dated April 2,
2014) and FIRM Panel No.
48041C0350E (Dated May 16,
2012), tract is located inside of
the 100 yr floodplain limits (ZONE
"AE" shaded).

DATE	
REVISION	
APP.	

PROPOSED SANITARY SEWER TRUNK LINE



PROPOSED SANITARY SEWER TRUNK LINE

PROPOSED SANITARY SEWER STATION 36+00 TO 45+00

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TYPE No. F726

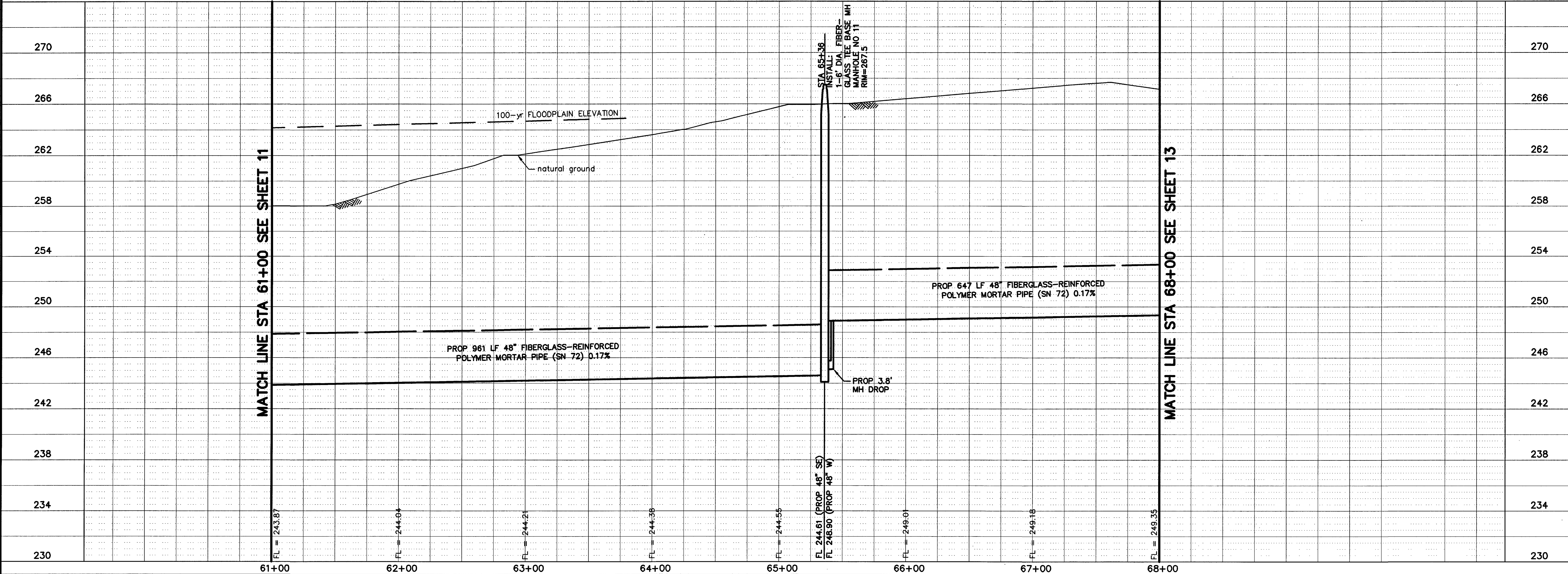
SURV. EHRA	DATE 7/17	DSGN. PERM. DATE 7/17
DWN. M/EP	DATE 7/17	CHKD. PERM. DATE 7/17
APPR.	DATE	

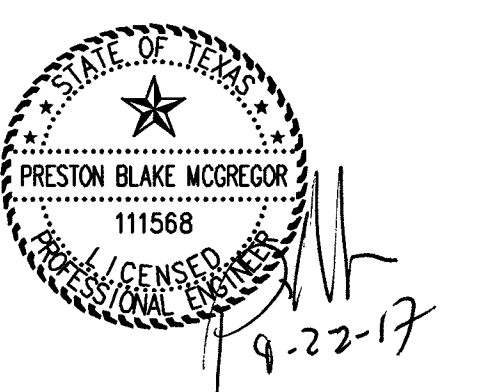
JOB NO. 141-021-22

P-3619

9 OF 16

P:\141-021-22\Drawings\Spring Creek Corp Campus San Sw\11-13 PROPOSED SANITARY SEWER.dwg Sep 22, 2017-11:35am Edited by: Bishop



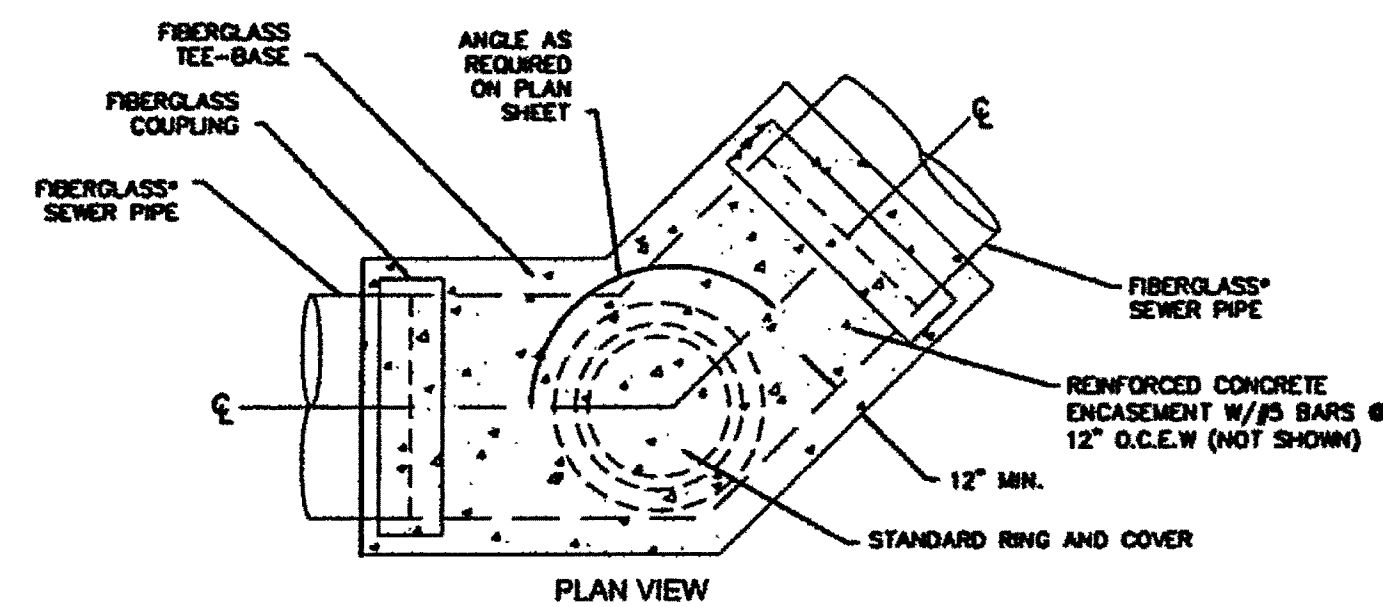
BENCHMARK/FLOODPLAIN	
BENCHMARK: NCS Monument No. E-308 N 13,737,750.03; E 3,117,456.82 2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Marwell, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 38, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935, Elev.=52.00' (1991 Adjustment) NAVD 88	
Floodplain Statement: Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).	
	
DATE	
REVISION	
APP.	

PROPOSED SANITARY SEWER TRUNK LINE	
PROPOSED SANITARY SEWER STATION 61+00 TO 68+00	
10555 Westoffice Drive Houston, Texas 77042 713.784.4500 EHRA, Inc. TBE No. 1726	SURV. EHRA DATE 7/17 OWN. MIZEP DATE 7/17 APPR. DATE 7/17 JOB NO. 141-021-22

STATION	ELEVATION
270	270
266	266
262	262
258	258
254	254
250	250
246	246
242	242
238	238
234	234
230	230

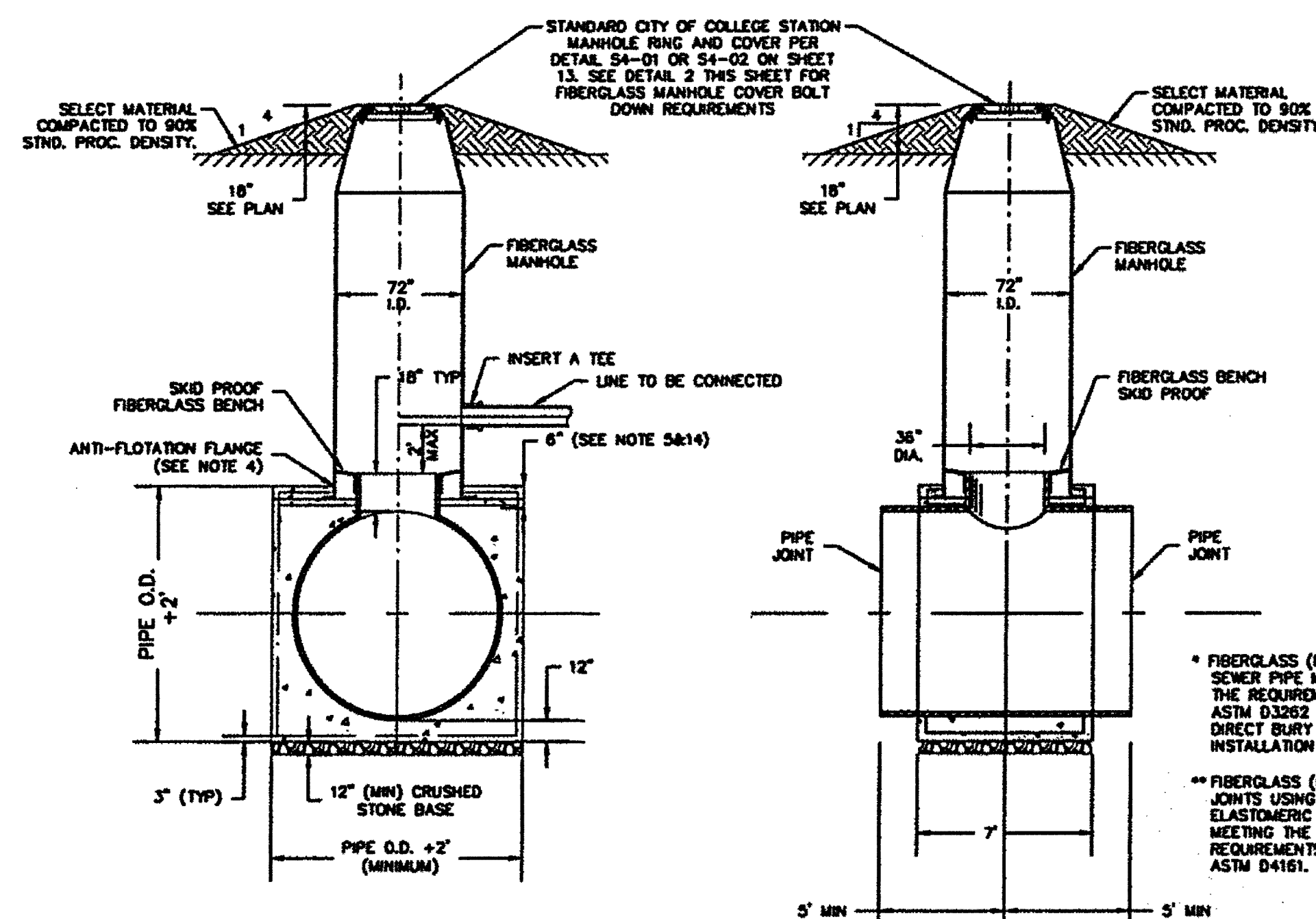


12 OF 16



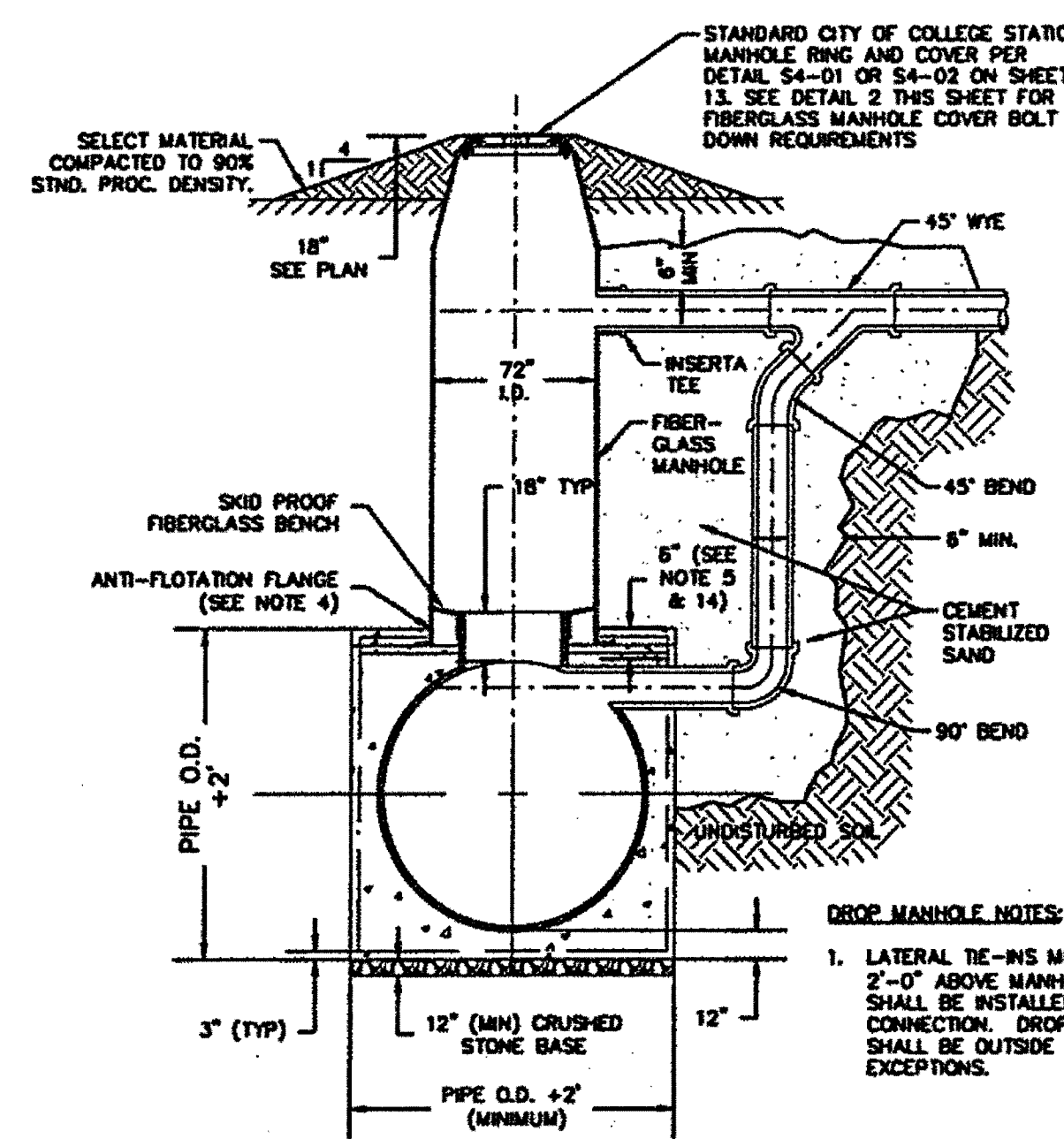
- FIBERGLASS MANHOLE NOTES

1. ANY CONNECTION TO THE MANHOLE MORE THAN 2" ABOVE THE BENCH REQUIRE A DROP CONNECTION.
2. MANHOLE SHALL HAVE A 6" INSIDE DIAMETER FRP MANHOLE RISER WITH 3" ANTI-FLOTATION FLANGE AND FWC COUPLING TO FIT 36" TEE.
3. ON BENCH MANHOLES, MINIMUM CLEARANCE BETWEEN ANTI-FLOTATION FLANGE AND EDGE OF CONCRETE SHALL BE AT LEAST 8".
4. AN ANTI-FLOTATION FLANGE SHALL BE WELDED TO THE MANHOLE RISER WITH 2" DIAMETER SS FLAT WASHERS.
5. THE TOP 6" CONCRETE BASE TO BE POURED AFTER RISER IS SET IN PLACE AND FLANGED. CONCRETE TO BE BONDED TO BASE WITH EPOXY TYPE BONDING AGENT.
6. CONCRETE BASE AND ENCASEMENT SHALL BE 4000 PSI @ 28 DAYS TYPE II/ SULFATE RESISTANT.
7. 6" TO BE SADDLE MOUNTED AND CLASSED IN PLACE BY PIPE MANUFACTURER.
8. REINFORCING STEEL SHALL BE #5 BARS AT 12" ON CENTER EACH WAY.
9. 0.625 INCH MINIMUM MANHOLE WALL THICKNESS.
10. 3/4" CRUSHED STONE UNDER MANHOLE BASE.
11. DROP CONNECTIONS SHALL BE OUTSIDE DROPS WITH INSERTA TEE CONNECTIONS AT THE TOP AND FIBERGLASS CONNECTIONS AT THE BOTTOM MATCHING CROWN.
12. DROP CONNECTIONS SHALL BE ENCASED IN CONCRETE TO MANHOLE BASE.
13. ALL MANHOLE MATERIAL SHALL BE SHIPPED TO THE PROJECT UNDER M-3753. MANHOLE MUST WITHSTAND A85T0 H=20 AXLE LOAD AND RESIST FLOTATION WITH GROUND WATER AT FINISHED GRADE WITH UNIT COMPLETELY EMPTY.
14. CONCRETE SHALL BE POURED 5" ABOVE THE TOP OF ALL LATERALS.
15. ENCASEMENT TO BE DESIGNED TO RESIST ALL TEE BASE DEFORMATIONS AND IS TO EXTEND PAST THE FIRST JOINT ON EITHER SIDE OF THE TEE BASE WITH HORIZONTAL DEFLECTION BY 1" TO 3".
16. ALL CONCRETE ENCASEMENT REQUIRED FOR TEE BASE MANHOLES SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE MANHOLES.
17. ALL MATERIAL AROUND MANHOLE SHALL BE SUBSIDIARY TO THE COST OF THE MANHOLE. ALL MATERIAL THICKNESS OF 12-INCHES AND FILL SHALL BE PLACED TO WITHIN 12-INCHES OF FINAL GRADE. THIS COST SHALL BE SUBSIDIARY TO THE COST OF THE MANHOLE.



TEE-BASE FIBERGLASS MANHOLE DETAIL

SCALE: N.T.S.

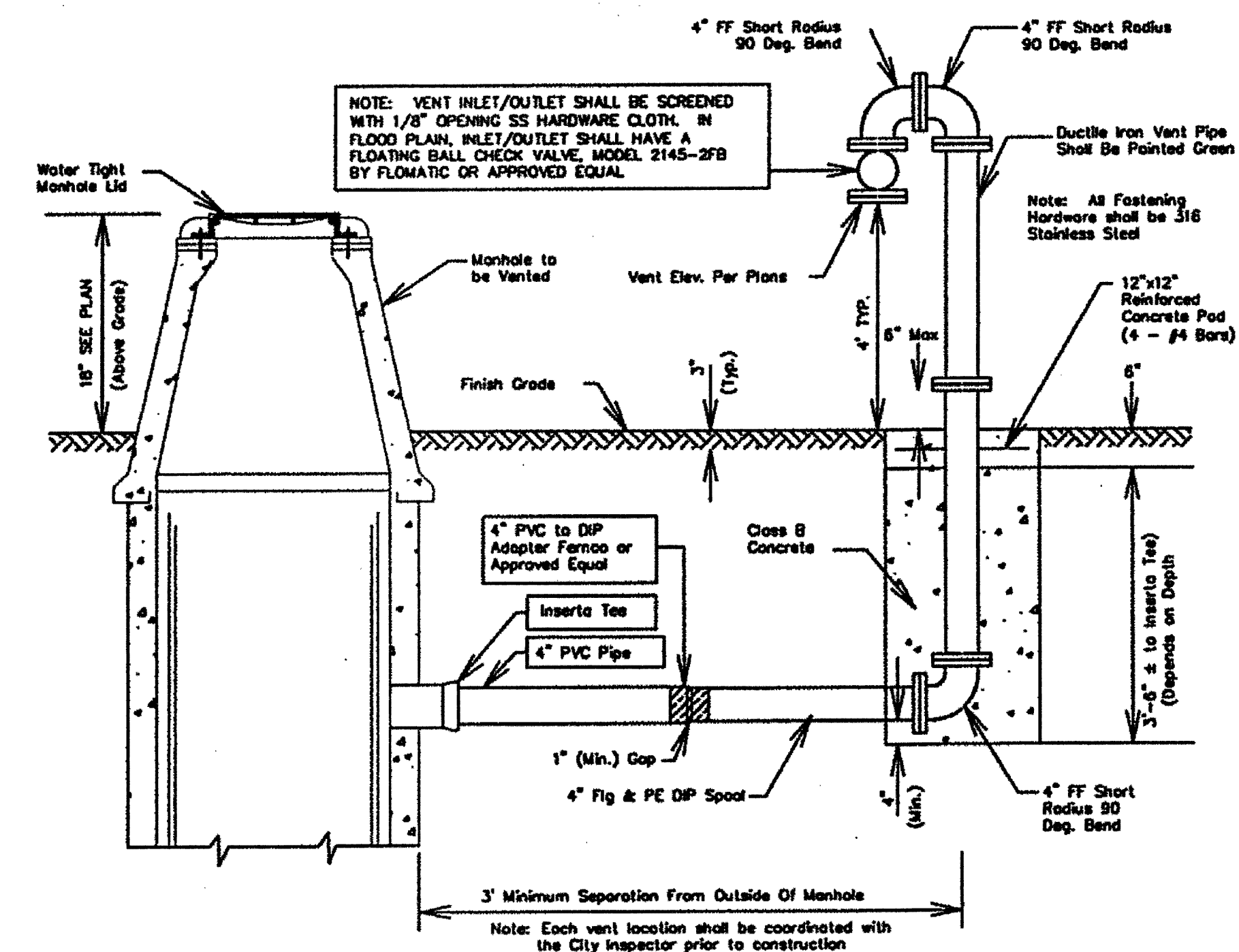


- DROP MANHOLE NOTES:

1. LATERAL TIE-INS MORE THAN 2'-0" ABOVE MANHOLE BENCH SHALL BE INSTALLED AS A DROP CONNECTION. DROP CONNECTION SHALL BE OUTSIDE DROP. NO EXCEPTIONS.

TEE-BASE FIBERGLASS MANHOLE DROP CONNECTION DETAIL

SCALE = N.T.S.



VENTED MANHOLE DETAIL

SCALE: N.T.S.

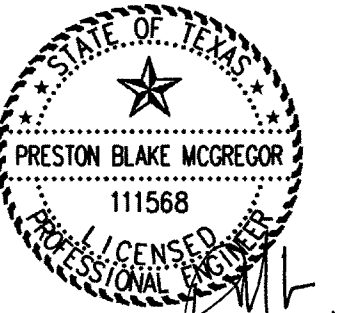
BENCHMARK/FLOODPLAIN

BENCHMARK:

NGS Monument No. E-306
 N 13,737,760.03; E 3,117,456.82
 2.0 miles west along the Gulf, Colorado
 and Santa Fe railway from the station at
 Manvel, Brazoria County, 0.2 mile west of
 a shell-road crossing, 5-1/2 feet
 northwest of mile pole 38, 39 feet south
 of the south rail, 33 feet north of the
 centerline of a dirt road, 6.7 feet north
 of the right-of-way fence, 3 feet west
 of a white wooden witness post and set
 in the top of a concrete post about flush
 with the ground; Stamped E 306 1935.
 Elev.=52.00' (1991 Adjustment) NAVD 88

Floodplain Statement:

Based on the effective FIRM Panel No. 48041C0310F (Dated April 2, 2014) and FIRM Panel No. 48041C0350E (Dated May 16, 2012), tract is located inside of the 100 yr floodplain limits (ZONE "AE" shaded).

[illegible]

PROPOSED SANITARY SEWER TRUNK LINE

SANITARY SEWER DETAILS
(SHEET 2 OF 2)

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TBE No. F-726



SURV. EHRA		DATE	7/17	DSGN.	PBM	DATE	7/17
OWN. MI/EP		DATE	7/17	CHKD.	PBM	DATE	7/17
APPR. —		DATE	—	P-3619			
JOB NO. 141-021-22				FILE:			

Exhibit D
**Engineer's Stamped and Sealed Estimate of Costs and
Breakdown for Project and Participation Costs**

COLLEGE STATION TOWN CENTER

48-INCH OFF-SITE SANITARY SEWER TRUNK LINE TO WILLIAM D. FITCH PKWY

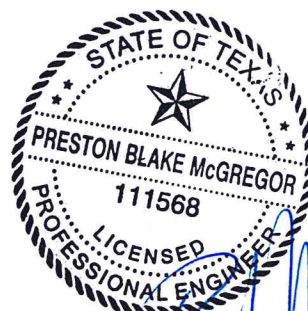
PRELIMINARY CONSTRUCTION COST ESTIMATE

COST SUMMARY

	<u>TOTAL</u>
1. Clearing, Grubbing, and Site Preparation	\$24,000.00
2. Wastewater Collection System	\$2,753,465.20
3. Construction Staking Services	<u>\$20,000.00</u>
Sub-Total Construction Costs	\$2,797,465.20
Geotechnical Report	\$12,000.00
SWPPP Fees	\$20,000.00
Engineering Fees	\$305,000.00
Materials Testing Fees (2%)	\$32,000.00
Permitting Fees (1%)	<u>\$27,974.65</u>
Sub-Total Geotechnical Report, SWPPP, Engineering, Materials Testings & Permitting Fees	\$396,974.65
TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE	\$3,194,440
	<u>Pro- Rata Share</u>
College Station Town Center/RPMD No. 2 (28%)	\$894,443
City of College Station (72%)	\$2,299,997

Notes:

1. Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include construction, geotechnical services, adjustments of existing private utilities (pipeline or "dry" utilities), landscaping, etc.
2. The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office and are subject to change pending completion of construction plans.



COLLEGE STATION TOWN CENTER

48-INCH OFF-SITE SANITARY SEWER TRUNK LINE TO WILLIAM D. FITCH PKWY

PRELIMINARY CONSTRUCTION COST ESTIMATE

CLEARING, GRUBBING, AND SITE PREPARATION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Heavy Timber Clearing	4	AC	\$6,000.00	<u>\$24,000.00</u>
TOTAL CLEARING, GRUBBING, AND SITE PREPARATION					\$24,000.00

Note: The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office and are subject to change pending completion of construction plans.

COLLEGE STATION TOWN CENTER

48-INCH OFF-SITE SANITARY SEWER TRUNK LINE TO WILLIAM D. FITCH PKWY

PRELIMINARY CONSTRUCTION COST ESTIMATE

WASTEWATER COLLECTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	48-Inch Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/Grade 4 Stone Emb. (All Depths)	5,440	LF	\$300.00	\$1,632,000.00
2.	48-Inch Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) Concrete Encased. (All Depths)	420	LF	\$400.00	\$168,000.00
3.	48-Inch Fiberglass-Reinforced Polymer Mortar Pipe (SN 72) w/ 66" Steel Casing (Bore and Jack)	450	LF	\$1,700.00	\$765,000.00
4.	Standard 6-Foot Dia. Sanitary Sewer Manhole (All Depths)	12	EA	\$9,000.00	\$108,000.00
5.	Manhole Signs	12	EA	\$150.00	\$1,800.00
6.	Trench Dewatering	1,000	LF	\$25.00	\$25,000.00
7.	Special Bedding for Wet Sand Construction	1,000	LF	\$10.00	\$10,000.00
8.	Trench Safety System	6,310	LF	\$3.92	\$24,735.20
9.	Post-Televising Inspection	6,310	LF	\$3.00	<u>\$18,930.00</u>
TOTAL WASTEWATER COLLECTION SYSTEM					\$2,753,465.20

Note: The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office and are subject to change pending completion of construction plans.

Exhibit E
Insurance Requirements

Throughout the term of this Agreement, Developer and Developer's Contractors (both the Developer and Developer's Contractors are collectively referred to as "Contractor"), must comply with the following:

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a Workers' Compensation policy, either directly through their employer's policy (the Contractor'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 Subcontractors' employees. 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. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"
- C. **Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications (if applicable), and this Agreement, all subcontracts on this Project 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”) – An original 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."

Exhibit F
Certificates of Insurance

Exhibit G
Affidavit of All Bills Paid Form

THE STATE OF TEXAS § AFFIDAVIT OF BILLS PAID
§
COUNTY OF BRAZOS § FOR PARTICIPATION AGREEMENT

Before me, the undersigned authority, _____ (“Affiant”),
_____ (Title), of _____ (“Developer”), personally appeared
being duly sworn, deposed, and states the following:

I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

The Developer pursuant to the Participation Agreement with the City of College Station, dated _____, 20__, has caused the Developer or the Developer’s contractors to furnish labor and materials to construct improvements for the _____ (description of project) on the real property known as _____, (address or legal description) more particularly described in the Participation Agreement as the “Project”.

To the extent Developer constructed or contracted for the construction of such improvements, the Developer or the Developer’s contractors have paid each of its sub-contractors, laborers and material men in full for all labor or materials provided to Developer on the Project.

To the best of Affiant’s knowledge, Developer or Developer’s contractors have not received notice of any claims pending against the Project in connection with the Project.

Executed this _____ day of _____, 20__.

AFFIANT:

Signature: _____

Printed Name: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20__.

Notary Public, State of Texas

Exhibit H
Performance Bond

PERFORMANCE BOND FOR PARTICIPATION AGREEMENT
Dual Obligee Form

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

THAT WE, _____, as Principal, (the “Contractor” and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the “City” or “City of College Station”) and _____, (the “Developer” or “”) (collectively the “Obligees”) in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to the Obligees and their successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing (“Contract”) with the Developer for _____ (“Project”), all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council or its duly authorized representative, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, and shall fully indemnify and save harmless the Obligees from all costs and damages which it may suffer by reason of the Contractor’s default or failure to perform and shall reimburse and repay the Obligees all outlay and expense that the Obligees may incur in making good any such default or failure to perform, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. In no event shall the liability of the Surety exceed the penal sum of this bond.

The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City’s benefit, and the City of College Station shall have the right to pay or withhold any amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the Obligees or their representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

By: _____
Name: _____
Title: _____
Date: _____

(Name of Contractor)

By: _____
Name: _____
Title: _____
Date: _____

SURETY:

ATTEST/WITNESS **(SEAL)**

By: _____
Name: _____
Title: _____
Date: _____

(Full Name of Surety)

(Address of Surety for Notice)

By: _____
Name: _____
Title: Attorney-in-Fact
Date: _____

DEVELOPER:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:**

(Full Name of Developer)

By: _____
Name: _____
Title: _____

CITY:
REVIEWED:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE ON STATION,
TEXAS:**

City Attorney

City Manager

Exhibit I
Payment Bond

PAYMENT BOND FOR PARTICIPATION AGREEMENT

Dual Obligee Form

Project No. _____

TEXAS STATUTORY PAYMENT BOND §

§

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE

§

PRESENTS:

THE COUNTY OF BRAZOS §

§

THAT WE, _____, as Principal, (the “Contractor”) and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a Texas municipal corporation principally situated in Brazos County, (the “City” or “City of College Station”) and _____, (the “Developer”) (collectively the “Obligees”) in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to the Obligees and their successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing (“Contract”) with the Developer for _____ (“Project”), all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City, all of which are made a part of this instrument as fully and completely as if set out in full herein.

WHEREAS, pursuant to a developer participation contract between the City and the Developer, the City will take title to the Project and has agreed to make a partial reimbursement to the Developer for the oversized portions of the Project.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

CONTRACTOR:

WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Date: _____

SURETY:

ATTEST/WITNESS (SEAL)

By: _____

Name: _____

Title: _____

Date: _____

(Full Name of Surety)

(Address of Surety for Notice)

By: _____

Name: _____

Title: Attorney-in-Fact

Date: _____

DEVELOPER:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE DEVELOPER:**

(Full Name of Developer)

By: _____

Name: _____

Title: _____

CITY:

REVIEWED:

**THE PERFORMANCE BOND IS ACCEPTED
ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:**

City Attorney

City Manager

Exhibit J
Standard Form Construction Agreement

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

CONTRACT NO._____

This Agreement is entered into by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City") and _____, a corporation (the "Contractor"), for the construction and/or installation of .

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of College Station, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing *prior* to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work 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 warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

- 1.11. Parties. The "parties" are the City and the Contractor.
- 1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.
- 1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.
- 1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
- 1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:
-
-
-

- 1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

- 2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

- 2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

- 2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

- 2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the

completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed _____/100 Dollars (\$_____).

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and

location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.
- (f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.
- (g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to ensure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs

beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the

materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to ensure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement.

Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the _____ day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the

Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

OR:

For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

- (a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.
- (b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.
- (c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.
- (d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:
- Method A - By agreed unit prices, or
Method B - By agreed lump sum, or
Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.
- (e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:
- (1) The cost of materials shall be determined by the invoices;
- (2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.
- (f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.
- (g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs

shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, ensure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and

unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **EIGHT-HUNDRED DOLLARS (\$800.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. **INSURANCE**

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

28. **BOND PROVISIONS**

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's

Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM 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 CONTRACT. 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 THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The Contractor shall also be responsible for the removal of all related debris.**
- (f) The Contractor shall also be responsible for subcontractors hired by it.**
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or

employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02. In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. **ASSIGNMENT**

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

45. **EFFECTIVE DATE**

The effective date of this contract shall be the date of award of the contract.

46. **OTHER TERMS**

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

46.02. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. 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 the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

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

46.05. **Mediation.** After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** 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.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

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

46.10. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City 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.

46.11. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. **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.

46.14. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

[INSERT NAME OF CONTRACTOR]

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A
Insert Appropriate Davis Bacon Wage Rates

Copy and paste the following notes to the end of the DB wage rates for Building Construction or Heavy/Highway Construction. Omit #5 if for Heavy/Highway Construction.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

Exhibit B
INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

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, Umbrella 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) Host Liquor Liability, 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 of the declarations page.
- E. The coverage shall include owned autos, 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. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. 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 the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor 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 the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved 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. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project 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") – An original 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."*

VIII. 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 that have been 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.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for _____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of College Station shall bring

any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF COLLEGE STATION, TEXAS:

City Attorney's Office

City Manager

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of _____ (\$_____) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the _____ day of _____, 200____, for _____

_____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF COLLEGE STATION, TEXAS:

City Attorney's Office

City Manager

Exhibit D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
TECHNICAL SPECIFICATIONS AND PLANS

Legislation Details (With Text)

File #:	17-0634	Version:	1	Name:	UDO Amendments-Chapter 12 Section 8.8 Parkland Dedication
Type:	Presentation	Status:			Consent Agenda
File created:	10/16/2017	In control:			City Council Regular
On agenda:		Final action:			
Title:	Presentation, possible action, and discussion regarding approval of an ordinance amending Chapter 12, "Unified Development Ordinance", Section 12-8.8 (A) "Purpose", Section 12-8.8(C)(9) "Use of Fees", Section 12-8.8(F)(2) "Special Fund; Right to Refund"; of the Code of Ordinances of the City of College Station, Texas; setting forth rules and regulations relating to Parkland Dedication; providing a severability clause; declaring a penalty; and providing an effective date.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an ordinance amending Chapter 12, "Unified Development Ordinance", Section 12-8.8 (A) "Purpose", Section 12-8.8(C)(9) "Use of Fees", Section 12-8.8(F)(2) "Special Fund; Right to Refund"; of the Code of Ordinances of the City of College Station, Texas; setting forth rules and regulations relating to Parkland Dedication; providing a severability clause; declaring a penalty; and providing an effective date.

Recommendation(s): Staff recommends approval.

Summary: The Parks and Recreation Advisory Board studied the Parkland Dedication Ordinance in an effort to address issues that had arisen over the last few years. Their recommendations are included in the suggested Ordinance changes. The changes made are to include verbiage that allows for the purpose and use of collected Parkland Dedication Fees to also include "improvements" to existing parks; extend the right to refund term to "10 years" from 5 years; and to also include the verbiage of fees "encumbered or expended" as not eligible for refund in the right to refund section.

The Planning and Zoning Commission, at their September 21, 2017 meeting, agreed to Section 12-8.8(A) "Purpose" and Section 12-8.8(C)(9) "Use of Fees" which was the addition of verbiage to include "improvements of parks as an allowed use of collected Parkland Dedication Fees (5-1 vote). The Planning and Zoning Commission disagreed with Section 12-8.8(F)(2) "Special Fund; Right to Refund" which was extending the time period from 5 years to 10 years and added the verbiage to include "encumbered or expended" in relation to the use of collected Parkland dedication fees. (1-5 vote)

Legal Review: Yes

Attachments:

1. Ordinance amendments document

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 8, “SUBDIVISION DESIGN AND IMPROVEMENTS,” SECTION 12-8.8(A) “PURPOSE,” SECTION 12-8.8(C)(9) “USE OF FEES,” SECTION 12-8.8(F)(2) “SPECIAL FUND; RIGHT TO REFUND” 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 Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(A), “Purpose” 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; that Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(c)(9), “Use of Fees” 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; that Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(F)(2), “Special Fund; Right to Refund” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **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 that 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 _____, 2017.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT “A”

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(A), “Purpose,” of the Code of Ordinances of the City of College Station, Texas is hereby amended to read as follows:

“Section 12-8.8 Requirements for Parkland Dedication.

A. Purpose.

This Section is adopted to provide recreational areas in the form of neighborhood park facilities as well as community park facilities as a function of subdivision and site development in the City of College Station and its Extra-Territorial Jurisdiction (ETJ). This Section is enacted in accordance with the home rule powers of the City of College Station granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks and community parks is by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and located within convenient distances from a majority of the residences to be served thereby located within park zones established by the City. The park zones established by the College Station Parks and Recreation Department and shown on the official Parks and Recreation map for the City of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of purchasing, developing or improving neighborhood parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Typically, the landowner of a proposed residential development is the developer.

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within one-half- to three-mile radius. Community parks provide amenities that should complement neighborhood parks. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.

Community parks are generally twenty-five (25) to seventy (70) acres in size. However, larger and smaller community parks may be purchased, developed and/or improved to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of residents, and use by organizations and individuals from surrounding areas larger than for neighborhood parks. The acquisition, development, and improvement of the "basic"

infrastructure and facilities for the usage of these community parks should be based upon the demand from the area residents it is intended to serve.

Therefore, the following requirements are adopted to affect the purposes stated above.”

EXHIBIT “B”

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(C)(9), “Use of Fees,” of the Code of Ordinances of the City of College Station, Texas is hereby amended to read as follows:

“Section 12-8.8. Requirements for Park Land Dedication.

. . . .

“ C. Requirements.

. . . .

“ 9. Use of Fees.

Fees may be used only for the acquisition, development, and/or improvement of park facilities to which they relate. For fees in lieu of neighborhood park land dedication, fees may only be used for purchase, development and/or improvement of neighborhood parks located within the same zone as the development. For fees in lieu of community park land dedication, fees may only be used for the purchase, development, and/or improvement of community parks.”

EXHIBIT “C”

That Appendix A, “Unified Development Ordinance,” Article 8, “Subdivision Design and Improvements,” Section 12-8.8(F)(2), “Use of Fees,” of the Code of Ordinances of the City of College Station, Texas is hereby amended to read as follows:

“Section 12-8.8 Requirements for Parkland Dedication.

.

“F. Special Fund; Right to Refund.

.

“2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within ten (10) years from the date received by the City for acquisition, development, and/or improvement of a neighborhood park or a community park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so encumbered by contract or purchase order or expended, the landowners of the property on the expiration of such period shall be refunded a prorated refund of such sum, computed on a square footage of area basis by the City.”



Legislation Details (With Text)

File #:	17-0626	Version:	1	Name:	Ruffino Retail Center
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	10/11/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	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 GC General Commercial and GS General Suburban to GC General Commercial and NAP Natural Areas Protected for approximately 0.62 acres of land, generally located at 1600 Texas Avenue South. Case # REZ2017-000022 .				
Sponsors:	Madison Thomas				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity, SAM & Aerial Application Rezoning Map 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 GC General Commercial and GS General Suburban to GC General Commercial and NAP Natural Areas Protected for approximately 0.62 acres of land, generally located at 1600 Texas Avenue South. Case # REZ2017-000022 .

Relationship to Strategic Goals:

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

Recommendation: The Planning and Zoning Commission considered this item at the October 5, 2017 meeting. Their recommendation was 6-0 for approval.

Summary: The applicant has requested a rezoning from GC General Commercial and GS General Suburban to approximately 0.51 acres of GC General Commercial and approximately 0.11 acres of NAP Natural Areas Protected in order improve the already existing commercial development on the

portion of the property that is currently zoned GC. The Natural Areas Protected area would provide a designated buffer area along the 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 NAR Natural Areas Reserved. The Natural Areas Reserved designation is for areas that represent a constraint to development and should be preserved for their natural function. As the Comprehensive Plan is conceptual in nature and not parcel specific, the 100-year floodplain line of the creek boundary was analyzed with this rezoning application to determine the specific area that should be rezoned to Natural Areas Protected. 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.

The property is also designated as General Commercial on the Comprehensive Plan. This land use designation is generally for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located near the intersection of two regionally significant roads (arterials and freeways). The proposed zoning permits commercial development, allowing the property to be developed 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 north, south and east of the subject property across Redmond Ave. and Texas Ave. are zoned for and developed with commercial structures. The property to the west is currently developed with multi-family structures. This proposed zoning change would be compatible with the adjacent properties.

The NAP Natural Areas Protected area is a designated buffer area along the creek that runs along the south property boundary. Staff analyzed the general location of the floodplain line to determine where the Natural Areas Protected zoning boundary should be located on the property.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed zoning request to expand the commercial zoning on this property would allow the existing commercial development to utilize this additional property. This would then provide the existing structure an opportunity to enhance the site while trying to bring the existing site up to current development standards. The creek and floodplain on the south portion of this site creates a natural buffer to the east of this 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 is currently zoned GC General Commercial and GS General Suburban. The current commercial use is on the portion of the property that is designated as commercial. However, due to the remainder of this property being zoned GS General Suburban, the commercial portion is not able to further expand on the property. General Suburban uses would not be ideal here due to the size, location, and close proximity of roads and commercial uses.

- 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 is marketed as a commercial property and has been for years. The property owner would like to continue the property's use as a commercial site, and potentially utilize more of the site that is currently zoned GS General Suburban. This site does not have a high potential to be marketed as a single-family residential development as it is located on a major arterial and adjacent to an existing commercial development. Due to these characteristics, it has limited potential with a GS General Suburban zoning designation. Overall, the proposed GC General Commercial 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 City of College Station. There is an existing 6-inch waterline along Redmond Dr. Sanitary Sewer service is available via an existing 10-inch sewer line that is crossing the subject tract.

The subject tract is in the 100-year floodplain. The tract is also in the Wolf Pen Creek's Drainage Basin, and will need to provide detention for any proposed increased impervious cover with future site development.

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.

Budget & Financial Summary: N/A

Attachments:

1. Background information
2. Vicinity, Aerial and Small Area Map
3. Application
4. Rezoning Map
5. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: October 5, 2017
Advertised Council Hearing Date: October 26, 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

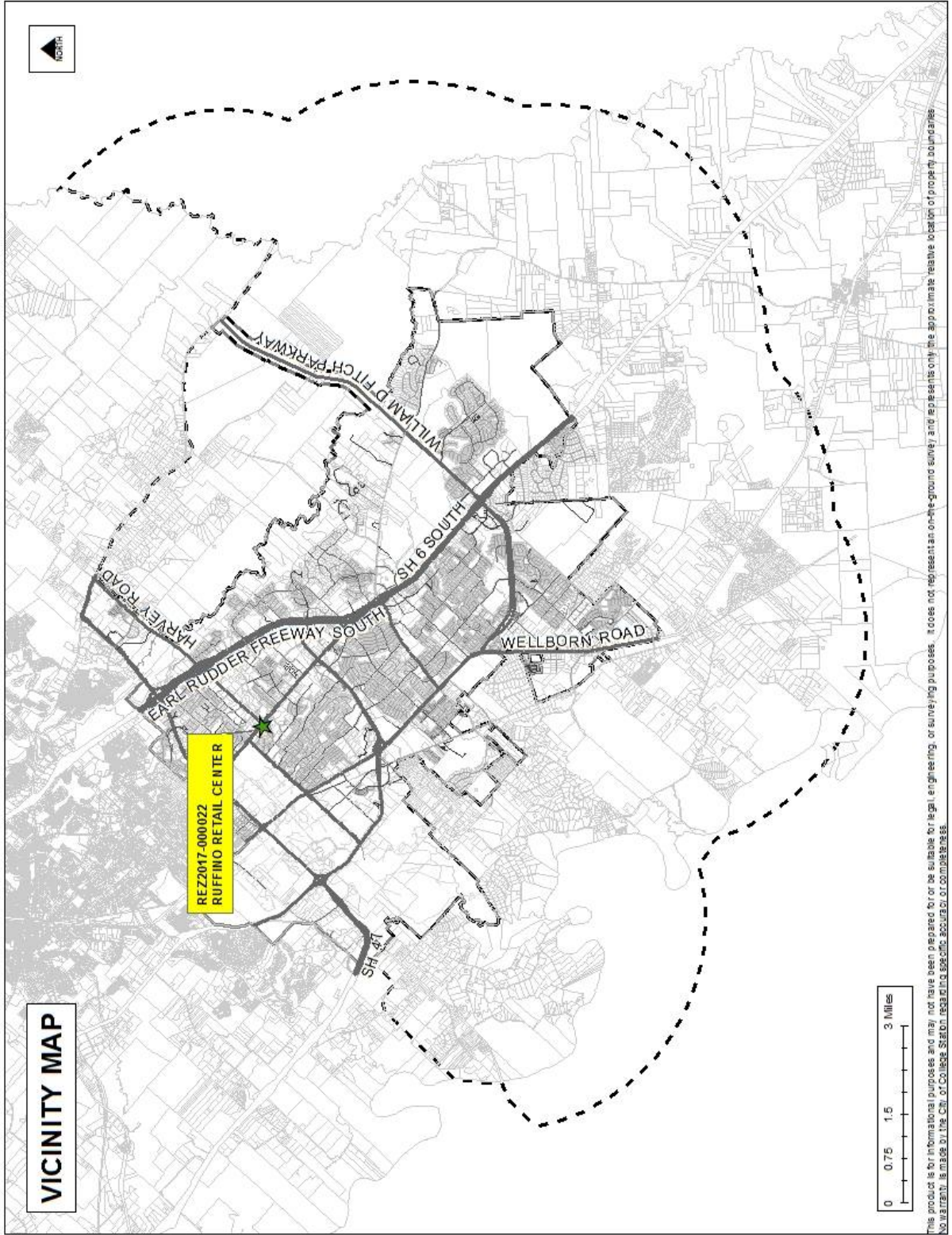
Direction	Comprehensive Plan	Zoning	Land Use
North (Across Redmond Dr.)	General Commercial	GC General Commercial	Commercial
South	Natural Areas Reserved	GC General Commercial GS General Suburban	Commercial
East (Across Texas Ave. S)	Natural Areas Reserved General Commercial	GC General Commercial	Commercial
West	Natural Areas Reserved	GC General Commercial GS General Suburban	Multi-family

DEVELOPMENT HISTORY

Annexation: 1956
Zoning: GC General Commercial and GS General Suburban (Date Unknown)
Final Plat: Portion platted in 1958 the other portion unplatted
Site development: Commercial Building

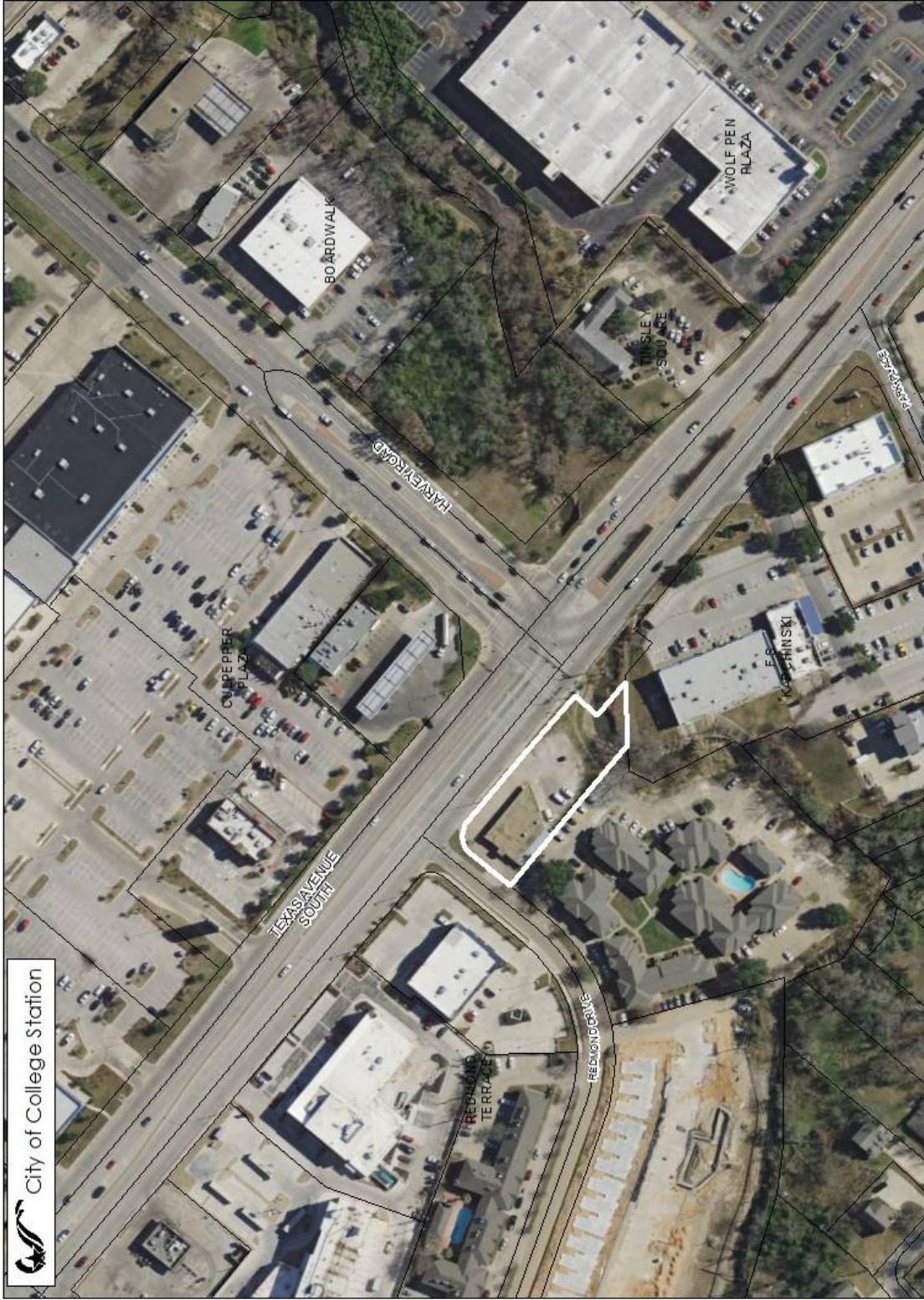


VICINITY MAP

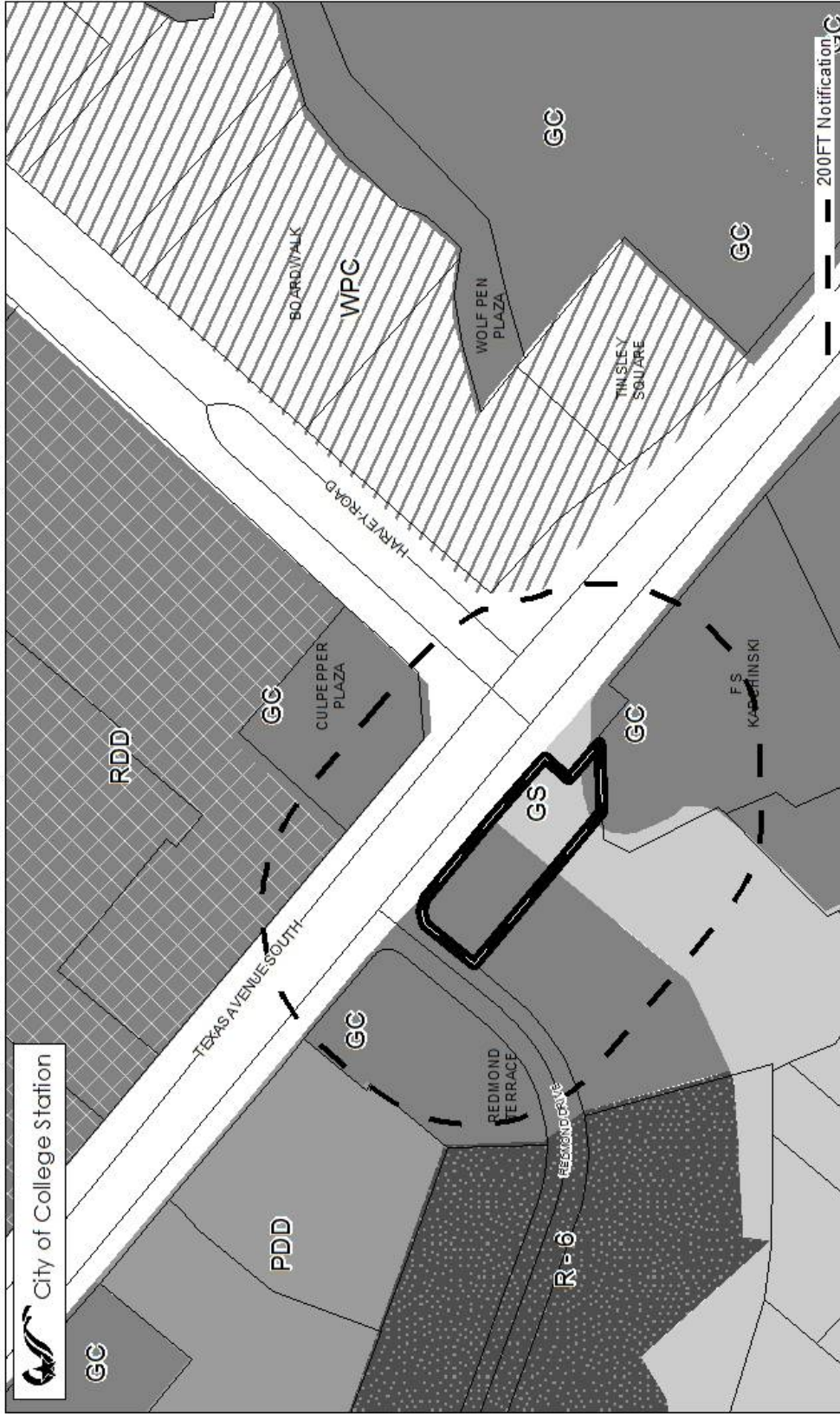


REZ2017-000022
RUFFINO RETAIL CENTER

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.



Case: REZ2017-000022	REZONING
RUFFINO RETAIL CENTER	



ZONING DISTRICTS (in Grayscale)

Residential	Mixed-Use	Commercial Industrial	Design Districts	Overlay Districts	Retired Districts
R Rural	MU	CI	WPC Wolf Pen Creek Dev. Cor.	OV	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	Non-Residential	BPI Business Park Industrial	NG-2 Transitional Northgate	KO Krenek Tap Ovr.	R-6 High Density Multi-Family
GS General Suburban	NAP Natural Area Protected	C-U College and University	NG-3 Residential Northgate	NPO Nbrhd. Prevailing Ovr.	RD Research and Dev.
D Duplex	O Office			NCO Nbrhd. Conservation Ovr.	M-1 Light Industrial
T Townhome	SC Suburban Commercial	Planned Districts		HP Historic Preservation Ovr.	M-2 Heavy Industrial
MF Multi-Family	GC General Commercial	P-MUD Planned Mixed-Use Dist.			
		PDD Planned Develop. Dist.			

0 170 340 Feet

RUFFINO RETAIL CENTER

Case: **REZ2017-000022**

REZONING

**FOR OFFICE USE ONLY**

CASE NO.: _____
DATE SUBMITTED: _____
TIME: _____
STAFF: _____

ZONING MAP AMENDMENT (REZONING) APPLICATION GENERAL

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ \$1,240 Rezoning Application Fee.
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ Traffic Impact Analysis or calculations of projected vehicle trips showing that a TIA is not necessary for the proposed request.
- ☐ Copy of a fully dimensioned map
 - a. Land affected
 - b. Legal description of area of proposed change;
 - c. Present zoning
 - d. Zoning classification of all abutting land
 - e. All public and private rights-of-way and easements bounding and intersecting subject land.
- ☐ Written legal description of subject property (metes & bounds or lot & block of subdivision, whichever is applicable).

NOTE: If a petition for rezoning is denied by the City Council, another application for rezoning shall not be filed within a period of 180 days from the date of denial, except with permission of the Planning & Zoning Commission.

Date of Optional Preapplication Conference December 7, 2016

NAME OF PROJECT Ruffino Retail Center

ADDRESS 1600 South Texas Avenue

LEGAL DESCRIPTION (Lot, Block, Subdivision) REDMOND TERRACE, BLOCK 4, LOT 21 & 21A

GENERAL LOCATION OF PROPERTY, IF NOT PLATTED:

1600 SOUTH TEXAS AVENUE, CORNER OF REDMOND DRIVE AND TEXAS AVENUE

TOTAL ACREAGE 0.6251 ACRES

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name JOE GATTIS, PE ; GATTIS ENGINEERING E-mail JOE@GATTISENGINEERING.COM

Street Address 2010 MOSES CREEK CT.

City COLLEGE STATION State TEXAS Zip Code 77845

Phone Number 979-575-5022 Fax Number N/A

PROPERTY OWNER'S INFORMATION:

Name JJ RUFFINO ; RUFFINO INVEST. PROPERTIES E-mail JJ@CHERRYRUFFINO.COM

Street Address 411 TEXAS AVENUE SOUTH

City COLLEGE STATION State TEXAS Zip Code 77840

Phone Number 979-691-4663 Fax Number N/A

OTHER CONTACTS (Please specify type of contact, i.e. project manager, potential buyer, local contact, etc.):

Name N/A E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

This property was conveyed to owner by deed dated 01/01/2011 and recorded in Volume 10084, Page 196 of the Brazos County Official Records.

Existing Zoning GS - GENERAL SUBURBAN Proposed Zoning GC - GENERAL COMMERCIAL

Present Use of Property RETAIL / OFFICE

Proposed Use of Property RETAIL / OFFICE

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which make this zone change necessary.

INCREASED DEVELOPMENT IN THE LOCAL AREA, INCREASED DEMAND FOR RETAIL / OFFICE SPACE.

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

THIS ZONE CHANGE WOULD MATCH THE COMP PLAN.

3. How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

THE EXISTING ZONING OF THIS PROPERTY IS SUBURBAN COMMERCIAL AND DOES CURRENTLY ACCOMMODATE THE RETAIL/OFFICE DEMANDS, AS WILL THE PROPOSED ZONING OF GC - GENERAL COMMERCIAL SHALL ACCOMMODATE PROPOSED RETAIL/OFFICE, WHICH ALSO MATCHES OTHER PROPERTIES THAT HAVE FRONTAGE ALONG TEXAS AVENUE

4. Explain the suitability of the property for uses permitted by the rezoning district requested.

THE CURRENT USE OF THE PROPERTY IS RETAIL / OFFICE WHICH IS SUITABLE AND AN APPROVED USE IN THE PROPOSED ZONING OF GC, MATCHING THE EXISTING BUSINESSES ALONG TEXAS AVENUE

5. Explain the suitability of the property for uses permitted by the current zoning district.

THE CURRENT USE OF THE PROPERTY IS REATIL / OFFICE AND IS CURRENLTY ZONED SUBURBAN COMMERCIAL, WHICH IS AN APPROVED USE. THE PROJECT PROPERTY IS APPROXIMATELY 0.6 ACRES IN SIZE WITH FLOODPLAIN AND THUS THE TRACT IS NOT LARGE ENOUGH TO DO ANY OTHER USE.

6. Explain the marketability of the property for uses permitted by the current zoning district.

THE LOCATION OF THE PROJECT PROPERTY IS AT THE INTERSECTION OF TEXAS AVENUE AND HARVEY ROAD. THERE IS APPROXIMATELY 40,000 VEHICLES PER DAY THAT PASS THIS LOCATION AND THUS GIVING IT MAXIMUM VISIBILITY AND EXPOSURE MAKING IT A PRIME LOCATION FOR RETAIL / OFFICE MARKETABIITY.

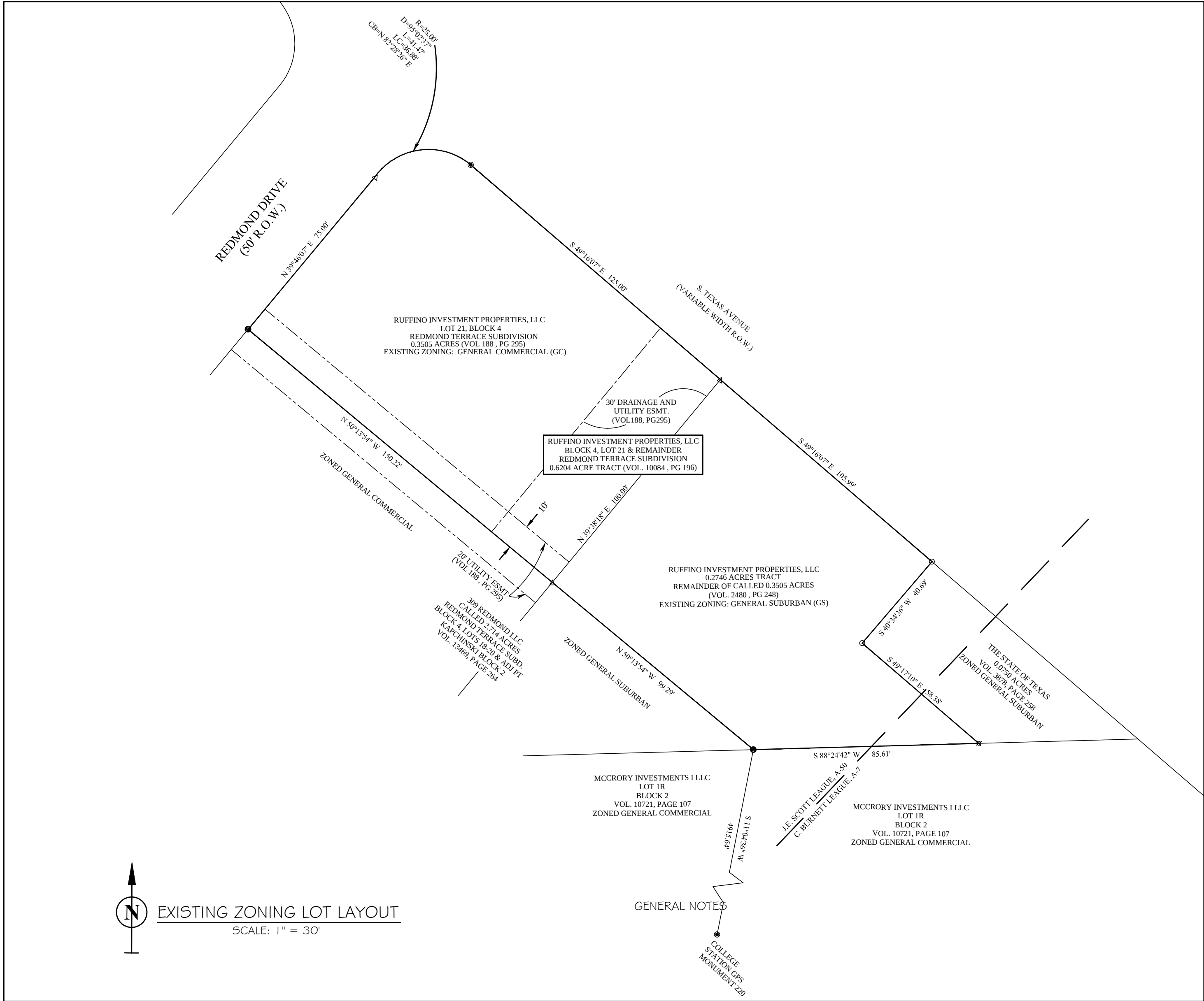
7. List any other reasons to support this zone change.

NONE

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

Date



Being a tract of land containing 0.5132 acres, in the J.E. Scott League, A-50, and being part of a called 0.2746 acre tract, which is the remainder of a called 0.3505 acre tract recorded in Vol. 2480, Page 248, of the Brazos County Official Records (B.C.O.R.), and all of Lot 21, Block 4, Redmond Terrace, First Installment, as recorded in Vol. 188, Page 295 of the Brazos County Deed Records, and deed recorded in Vol. 10084, Page 196, of the Brazos County Official Records, in the City of College Station, Brazos County, Texas. All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on a found 5/8" iron rod and 1/2" iron rods referred to said previous recorded deed, as surveyed on the ground on July 25th, 2017. This description is also referred to the plat prepared by ATM Surveying, Project No. 2017-0228, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a red cap marked "MCCLURE" for the west corner of this tract, also being the north corner of the 309 Redmond LLC called 2.714 acre tract, as recorded in Vol. 13469, Page 264, of the B.C.O.R., also being a point on the southeast right-of-way line of Redmond Drive(50' R.O.W.);

THENCE along the common line between this tract and said Redmond Drive, North 39°46'07" East, a distance of 75.00 feet to a 1/4" metal tack set in the edge of concrete for a point of curvature;

THENCE around a curve to the right having a delta angle of 95°02'37", an arc distance of 41.47 feet, a radius of 25.00 feet, and a chord of North 82°28'26" East, a distance of 36.88 feet to a hole drilled in the concrete driveway for a point of tangency on the southwest right-of-way line of S. Texas Avenue(Variable Width R.O.W.);

THENCE South 49°16'07" East, a distance of 125.00 feet along the common line between this tract and said S. Texas Avenue to a 1/4" metal tack set in concrete for a point in line for reference;

THENCE South 49°16'07" East, a distance of 105.99 feet along the common line between this tract and said S. Texas Avenue to the east corner of this tract, also being the north corner of the State of Texas called 0.0750 acre tract, as recorded in Vol. 3878, Page 258, of the B.C.O.R.;

THENCE South 40°34'36" West, a distance of 5.80 feet along the common line between this tract and said 0.0750 acre tract to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a southeast corner of this tract;

THENCE severing said 0.2746 acre tract for the following calls:

North 87°19'48" West, a distance of 16.90 feet to a point for corner;

South 76°40'42" West, a distance of 30.08 feet to a point for corner;

South 66°24'36" West, a distance of 21.31 feet to a point for corner;

South 60°58'58" West, a distance of 31.69 feet to a point for corner;

South 45°00'01" West, a distance of 9.62 feet to a 1/4" metal tack set in concrete for the south corner of this tract, also being a point on the northeast line of said 2.714 acre tract;

North 50°13'54" West, a distance of 52.23 feet along the common line between this tract and said 2.714 acre tract to a 1/4" metal tack set for reference;

North 50°13'54" West, a distance of 150.22 feet along the common line between this tract and said 2.714 acre tract to the **PLACE OF BEGINNING** containing 0.5132 acres.

Being a tract of land containing 0.1072 acres, in the J.E. Scott League, A-50, and the C. Burnett League, A-7, and being part of a called 0.2746 acre tract, which is the remainder of a called 0.3505 acre tract recorded in Vol. 2480, Page 248, of the Brazos County Official Records (B.C.O.R.), in the City of College Station, Brazos County, Texas. All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on a found 5/8" iron rod and 1/2" iron rods referred to said previous recorded deed, as surveyed on the ground on July 25th, 2017. This description is also referred to the plat prepared by ATM Surveying, Project No. 2017-0228, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the south corner of this tract, also being a point on the north line of the McCrory Investment 1, LLC, called Lot 1R, Block 2, as recorded in Vol. 10721, Page 107, of the B.C.O.R., also being the east corner of the 309 Redmond LLC, called 2.714 acre tract, as recorded in Vol. 13469, Page 264, of the B.C.O.R.;

THENCE North 50°13'53" West, a distance of 47.07 feet along the common line between this tract and said 2.714 acre tract to a 1/4" metal tack set in concrete for the west corner of this tract;

THENCE severing said 0.2746 acre tract for the following calls:

North 45°00'01" East, a distance of 9.62 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a bend in this tract;

North 60°58'58" East, a distance of 31.69 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a bend in this tract;

North 66°24'36" East, a distance of 21.31 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a bend in this tract;

North 76°40'42" East, a distance of 30.08 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a bend in this tract;

South 87°19'48" East, a distance of 16.90 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for an east corner of this tract, also being a point on the northwest line of the State of Texas called 0.0750 acre tract, as recorded in Vol. 3878, Page 258, of the B.C.O.R.;

THENCE along the common line between this tract and said 0.0750 acre tract for the following calls:

THENCE South 40°34'36" West, a distance of 34.89 feet to a calculated corner in a creek bottom;

South 49°17'10" East, a distance of 38.38 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for an east corner of this tract, also being a point on the southwest corner of said 0.0750 acre tract, also being the point along the north line of said Lot 1R

THENCE South 88°24'42" West, a distance of 85.61 feet, along the common line between this tract and said Lot 1R tract to the **PLACE OF BEGINNING** containing 0.1072 acres.

METES AND BOUNDS DESCRIPTION 0.2746 CRES

Being a tract of land containing 0.2746 acres, being the remainder of a called 0.3505 acre tract recorded in Vol. 2480, Page 248, in the J.E. Scott League, A-50, Brazos County, Texas, and the C. Burnett League, A-7, which had a 0.0750 acre portion conveyed to the State of Texas in Vol. 3878, Page 258, of the Brazos County Official Records (B.C.O.R.), in the City of College Station, Brazos County, Texas. All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on a found 5/8" iron rod and 1/2" iron rods referred to said previous recorded deed, as surveyed on the ground on September 13th of 2016. This description is also referred to the plat prepared by ATM Surveying, Project No. 2016-0274, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the southwest corner of this tract, also being a point on the north line of the McCrory Investment 1, LLC, called Lot 1R, Block 2, as recorded in Vol. 10721, Page 107, of the B.C.O.R., also being the east corner of the 309 Redmond LLC called 2.714 acre tract, as recorded in Vol. 13469, Page 264, of the B.C.O.R.

THENCE North 50°13'54" West, a distance of 99.29 feet along the common line between this tract and said 309 Redmond LLC tract to a 1/4" metal tack set in concrete for the west corner of this tract, also being the south corner of Lot 21, Block 4, of the Redmond Terrace, First Installment as recorded in Vol. 188, Page 295, of the B.C.D.R., from which a lead plug found in concrete bears N 085°56'38" W, a distance of 1.30 feet for reference.

THENCE North 39°38'19" East, a distance of 100.00' along the common line between this tract and said Lot 21 to a 1/4" metal tack set in concrete for the north corner of this tract, also being the east corner of said Lot 21, also being a point on the southwest right-of-way line of S. Texas Avenue(Variable Width R.O.W.)

THENCE South 49°16'07" East, a distance of 105.99 feet along the common line between this tract and said S. Texas Avenue to a calculated east corner of this tract, also being north corner of The State of Texas, 0.0750 acres, as recorded in Vol. 3878, Page 258 of the B.C.O.R.;

THENCE along the common line between this tract and said The State of Texas tract for the following calls:

South 40°34'36" West, a distance of 40.69 feet to a calculated interior corner of this tract, also being the west corner of said 0.0750 acre tract;

South 49°17'10" East, a distance of 58.38 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for an east corner of this tract, also being a southwest corner of said 0.0750 acre tract, also being the point along the north line of said Lot 1R

THENCE South 88°24'42" West, a distance of 85.61 feet, along the common line between this tract and said Lot 1R tract to the **PLACE OF BEGINNING** containing 0.2746 acres.

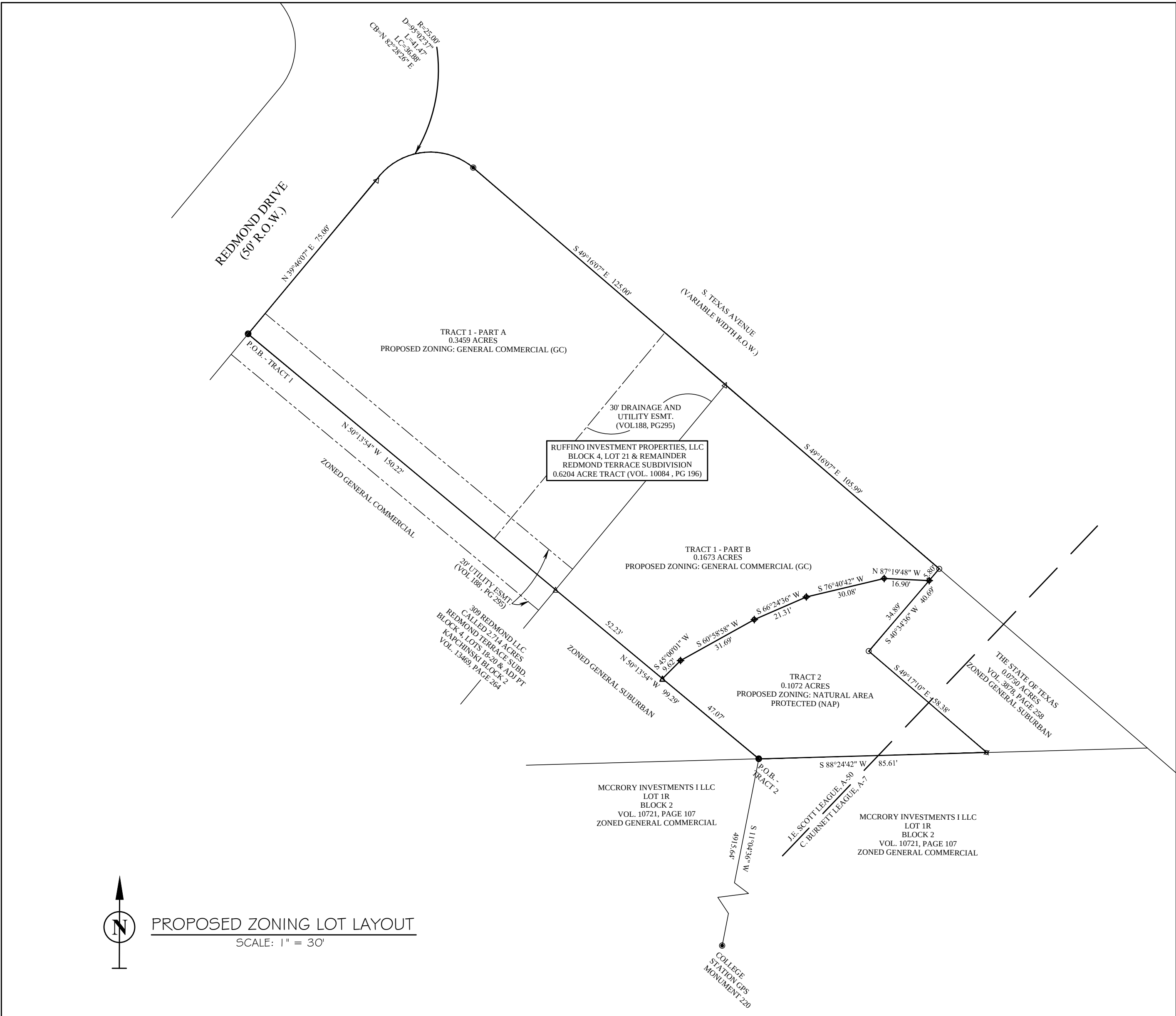
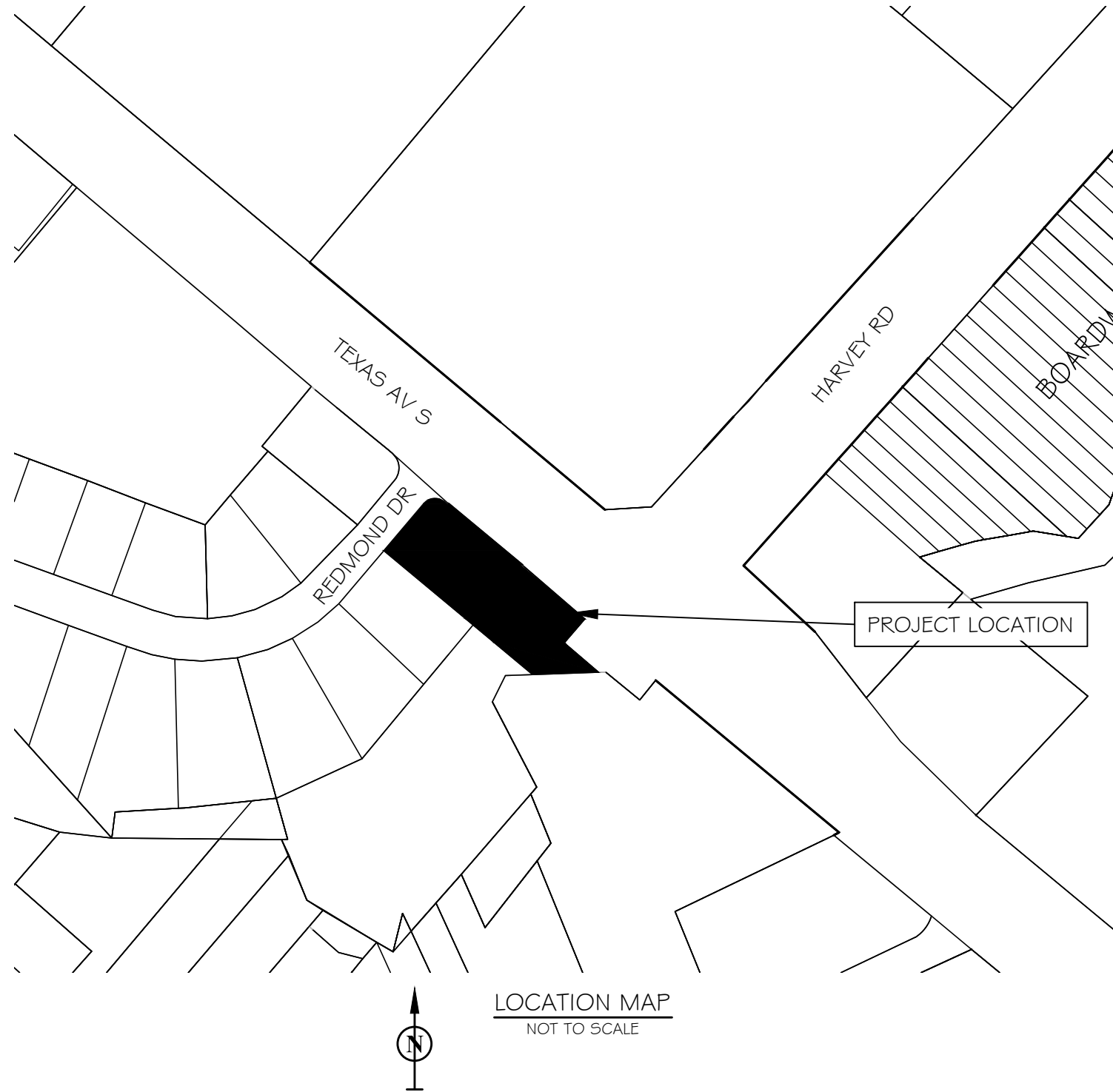
BLANKET EASEMENTS:

BLANKET ESMT. RECORDED IN VOL. 98, PAGE 31 G.

SEWER ESMT. RECORDED IN VOL. 322, PAGE 485.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010
2. PORTIONS OF THE SUBJECT PROPERTY DO LIE WITHIN THE LIMITS OF THE 100-YEAR FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY: MAP NUMBER 48041 C0305F, EFFECTIVE DATE APRIL 2, 2014.



SURVEY LEGEND

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- ⊕ 1/2" IRON ROD WITH MAROON PLASTIC CAP MARKED "RPLS 6132 - ATM SURV" SET
- ⊙ 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MCCLURE" FND.
- ⊙ 5/8" IRON ROD FOUND
- CALCULATED CORNER
- △ 1/4" METAL TACK SET IN CONCRETE

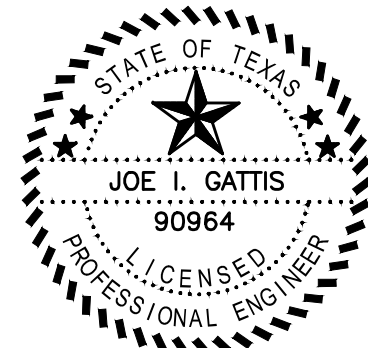
OWNER/DEVELOPER:

RUFFINO INVESTMENT PROPERTIES LLC
411 TEXAS AVE S
COLLEGE STATION, TX 77840-1723

SURVEYOR:

ATM Surveying
P.O. Box 10313, College Station, TX 77840
PHONE: (979)209-9291 email:
Adam@ATMSurveying.com
www.ATMSurveying.com - FIRM #101784-00

09/12/2017



Joe I. Gattis

NOT APPROVED FOR
BIDDING &
CONSTRUCTION

GATTI ENGINEERING
ENGINEERS & CONSULTANTS

FIRM # F-7698
2010 Moses Creek Ct. - College Station, TX 77845 - (979) 575-5022
INFO@GATTIENGINEERING.COM

RUFFINO INVESTMENT PROPERTIES

1600 SOUTH TEXAS AVENUE
CITY OF COLLEGE STATION,
BRAZOS COUNTY, TEXAS
SEPTEMBER 12, 2017

REZONING
PLAN SHEET

REVISIONS

1	

DRAWN BY: JOE G.

DATE: AUGUST 2017

SCALE: NOTED

PROJECT #: GE001073

REZ-1

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” 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 GC GENERAL COMMERCIAL AND GS GENERAL SUBURBAN TO GC GENERAL COMMERCIAL AND NAP NATURAL AREAS PROTECTED AFFECTING APPROXIMATELY 0.62 ACRES BEING SITUATED AT 1600 TEXAS AVENUE SOUTH; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** 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 26 day of October, 2017.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

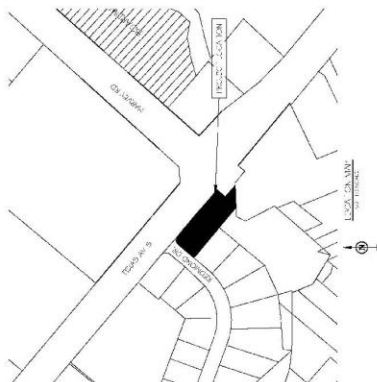
City Attorney

Exhibit A

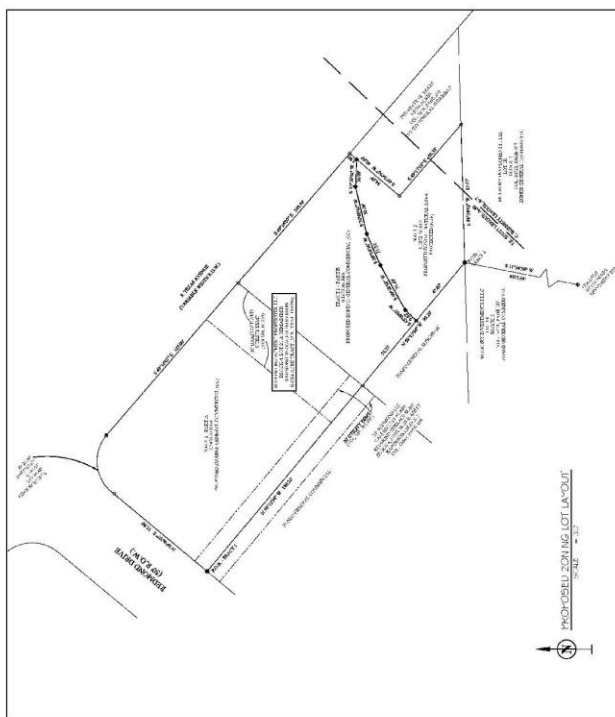
That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

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

	GATTIS ENGINEERING ENGINEERS + CONSULTANTS 1600 SOUTH TEXAS AVENUE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS SEPTEMBER 12, 2017	REZONING PLAN SHEET
	PROJECT # _____ SCALE _____ DATE _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____ PROJECT Z _____	NEW TOWNSHIP _____ SECTION _____ TOWNSHIP _____ COUNTY _____ STATE _____



1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26



SURVEY DESIGN

OWNER/DEVELOPER:
LARRY BREITEN, PROJECTS LLC
10000 W. 10th Avenue, Suite 100
Denver, CO 80233

SURVEYING FIRM:
ATM Surveying
10000 W. 10th Avenue, Suite 100
Denver, CO 80233

DESIGNER:
ATM Surveying
10000 W. 10th Avenue, Suite 100
Denver, CO 80233

CONTRACT VALUE: \$25,000

COMPLETION DATE: 12/15/05

CONTACT: Larry B. Breit
Tel: 303.751.4422

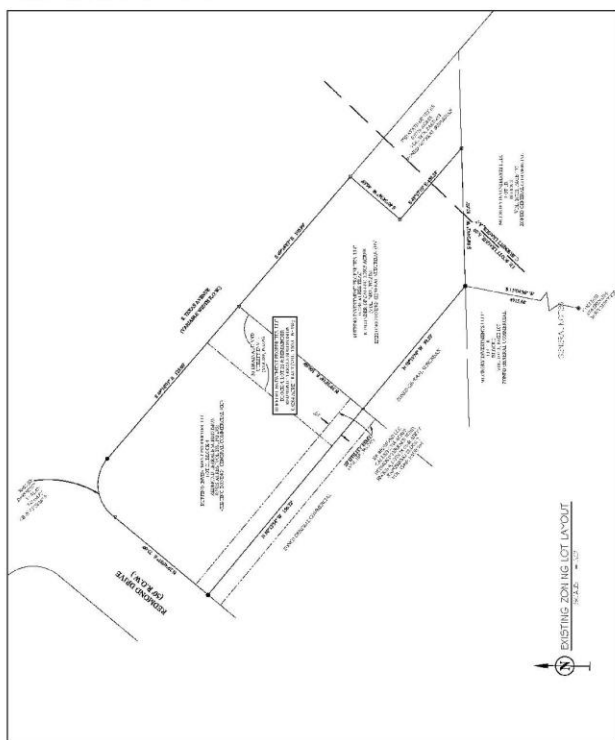
[illegible]

Exhibit B





Legislation Details (With Text)

File #:	17-0617	Version:	1	Name:	Gateway Monument SH 6 South
Type:	Presentation	Status:		Status:	Agenda Ready
File created:	10/7/2017	In control:		In control:	City Council Regular
On agenda:	10/26/2017	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a location for the City of College Station Gateway Monument SH 6 South.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a location for the City of College Station Gateway Monument SH 6 South.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends Council receive the presentation and provide direction by vote on the location of the monument.

Summary: The first gateway monument has been completed near the city limit on north SH 6. The next gateway monument is proposed for south SH 6. This item was originally presented to City Council on May 25, 2017. The direction at that time was for staff to return to Council with the item after the legislative session, including special sessions, had been concluded. The concern being that proposed municipal annexation legislation may have an influence on the decision regarding location of the monument.

Budget & Financial Summary: The project budget is \$175,000.

Attachments: N/A