



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, November 14, 2019

6:00 PM

City Hall Council Chambers

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

Presentation

- Presentation of Historic Business Marker 13 by the Historic Preservation Committee to A&M United Methodist Church located at 417 University Drive.

Speaker Protocol: An individual who wishes to address the City Council regarding any item on the Regular Agenda shall register with the City Secretary prior to the meeting being called to order. Registration forms are available in the Office of the City Secretary and in the lobby. Upon stepping to the podium the speaker must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Each speaker's remarks are limited to three (3) minutes. An individual speaking on multiple Consent Agenda items must speak on all items when the speaker is called to the podium. Speakers on multiple Consent Agenda items will have three (3) minutes to speak on the first item and one (1) additional minute to speak per each additional item regardless of the number of items they wish to address. Any speaker addressing the Council through the use of a translator may speak for six (6) minutes, and in the case of Consent Agenda items an additional two (2) minutes per item. An individual may speak for ten (10) minutes on behalf of a group of five (5) or more. The five (5) or more individuals must sign the registration form and must be present when the speaker is introduced. Those signing may not speak individually. A speaker who wishes to include computer-based information while addressing the Council must provide the electronic file to the City Secretary by noon on the day of the Council meeting. During each speaker's remarks a timer light will change from green to yellow when there is thirty seconds remaining. The speaker must conclude their remarks when the timer light changes from yellow to red.

Hear Visitors

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. 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 concern shall be directed to the City Manager.

Consent Agenda

During the Consent Agenda an individual may address the City Council on any Consent Agenda item.

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

- 2a. [19-0561](#) Presentation, discussion, and possible action on minutes for:
- October 7, 2019 Workshop
 - October 7, 2019 Regular

Sponsors: Smith

Attachments: [RM100719 DRAFT Minutes](#)
[WKSHP100719 DRAFT Minutes](#)

- 2b. [19-0556](#) Presentation, discussion, and possible action regarding a Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$296,971, for the design and construction phase services for the Carters Creek Blower Buildings Nos. 2 & 3 Project.

Sponsors: Fisher

Attachments: [Project Location Map](#)

- 2c. [19-0554](#) Presentation, discussion, and possible action regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for maintenance of Water Services Department SCADA infrastructure for a not to exceed amount of \$150,000.

Sponsors: Mechler

Attachments: [Master Agreement Reynolds and Rockwell-20300062.pdf](#)

- 2d. [19-0597](#) Presentation, discussion, and possible action regarding the approval of The First Restated Economic Development Agreement with StataCorp LLC.

Sponsors: Nettles

Attachments: [0 First Restated EDA StataCorp 5](#)

- 2e. [19-0601](#) Presentation, discussion, and possible action regarding a Groundwater Return Flow Option Agreement and a Groundwater Return Flow Purchase Agreement with Blanchard Refining Company, L.L.C.

Sponsors: Mechler

- 2f. [19-0565](#) Presentation, discussion, and possible action regarding the third and final renewal of a contract between the City of College Station and Andrews Building Service, Inc. in the amount of \$278,996.44 for Annual Janitorial Services for City Facilities.

Sponsors: Harmon

Attachments: [Contract 15300353 Janitorial Services - new signed](#)

- 2g. [19-0608](#) Presentation, discussion, and possible action on the BVWACS annual operations and maintenance and capital budget.

Sponsors:

Menon

Attachments:

[BVWACS Governing Board Budget](#)

Regular Agenda

During the Regular Agenda an individual may address the City Council on any Regular Agenda item including those items not posted for a Public Hearing. For those items posted for a Public Hearing, if the City Council needs additional information from the general public after the Public Hearing is closed some limited comments may be allowed at the discretion of the Mayor.

1. [19-0558](#) Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan Future Land Use and Character Map from Urban to General Commercial for approximately 2.3 acres, being an unplatted portion of the M Rector Survey, Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.

Sponsors:

Gray

Attachments:

[Ordinance](#)

[Background Information](#)

[Vicinity Map, Aerial, Small Area Map](#)

[Applicant's Supporting Information](#)

[Comprehensive Plan Exhibit](#)

[Comprehensive Plan Amendment Map](#)

2. [19-0560](#) Public Hearing, presentation, discussion, and possible action 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 T Townhouse to GC General Commercial with OV Corridor Overlay for approximately 2.3 acres, being an unplatted portion of the M Rector Survey Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.

Sponsors:

Gray

Attachments: [Ordinance](#)
 [Background Information](#)
 [Vicinity Map, Aerial, Small Area Map](#)
 [Rezoning Exhibit](#)
 [Applicant's Supporting Information](#)
 [Rezoning Map](#)

3. [19-0562](#) Public Hearing, presentation, discussion, and possible action 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 R Rural to SC Suburban Commercial and NAP Natural Areas Protected for approximately 1.6 acres, being the Gandy Subdivision, Block 1, Lot 2, generally located at the south corner of the intersection of Graham Road and Longmire Drive.

Sponsors: Constantino

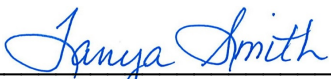
Attachments: [Ordinance](#)
 [Background Information](#)
 [Vicinity Map, Aerial, and Small Area Map](#)
 [Rezoning Exhibit](#)
 [Applicant's Supporting Information](#)
 [Rezoning Map](#)

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

5. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 8, 2019 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business

days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

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

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

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

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



Legislation Details (With Text)

File #: 19-0561 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 10/7/2019 **In control:** City Council Regular
On agenda: 11/14/2019 **Final action:**
Title: Presentation, discussion, and possible action on minutes for:
• October 7, 2019 Workshop
• October 7, 2019 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [RM100719 DRAFT Minutes](#)
[WKSHP100719 DRAFT Minutes](#)

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

- October 7, 2019 Workshop
- October 7, 2019 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: N/A

Budget & Financial Summary: None

Attachments:

- October 7, 2019 Workshop
- October 7, 2019 Regular

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 7, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff

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

Student Liaison

Jacquelyn Askew, 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 6:09 p.m. on Monday, October 7, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation proclaiming November 4th through 8th as Municipal Court Week.

Mayor Mooney presented a proclamation marking November 4th through 8th as “Municipal Court Week” to Judge Ed Spillane; Court Administrator Marie Barringer; Deputy City Marshall, Tina Paulus; and court staff Shasi Smith, Abby Bazy, Leticia Rico, Englesh Rhodes, Audrey Capra, Temika Garrett, Michael Mullen; and court intern, Breanna Hall.

Hear Visitors Comments

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

CONSENT AGENDA

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

- **September 26, 2019 Workshop Meeting**
- **September 26, 2019 Regular Meeting**

2b. Presentation, discussion, and possible action on a professional services contract with Mitchell & Morgan, LLP, in the amount of \$109,014, for the conceptual design of the Bird Pond Road Extension (SH 6 to Lakeway Drive) Project.

2c. Presentation, discussion, and possible action regarding approval of a construction contract with Palomares Construction, Inc. in the amount of \$192,629.68 for the construction of sidewalk improvements along Munson Avenue.

2d. Presentation, discussion, and possible action on a purchase contract for computer equipment with Dell Marketing, LP in the amount of \$162,665.60.

2e. Presentation, discussion, and possible action on a three year small enterprise agreement with ESRI, Inc., for GIS systems software licensing and support not to exceed \$225,000.

2f. Presentation, discussion, and possible action on approving Resolution No. 10-07-19-2f approving the City's investment policy, the City's investment strategy, reviewing and recording changes to such policy and strategy, approving a collateral policy, and designating investment officers for fiscal year ending September 30, 2020.

2g. Presentation, discussion, and possible action regarding Resolution No. 10-07-19-2g accepting the FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$911,476.50.

2h. Presentation, discussion, and possible action on the City's Traffic Calming Policy.

2i. Presentation, discussion, and possible action on Ordinance No. 2019-4131 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1005 "Traffic Schedule V, School Zones," of the Code of Ordinances by amending school zone operation times and by adding a school zone for River Bend Elementary on Rock Prairie Road West and Holleman Drive South.

2j. Presentation, discussion, and possible action regarding Ordinance No. 2019-4132 amending Chapter 38, Section 38-1012 of the Code of Ordinances by changing the speed limit on Holleman Drive South between North Dowling Road to the Rock Prairie West Road Intersection to 40 mph on the southern section and to 45 mph for the northern section.

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

REGULAR AGENDA

1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4133 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 R Rural to RS Restricted Suburban, GC General Commercial, O Office, and NAP Natural Areas Protected for approximately 210 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway.

Lauren Hovde, Planning and Development, stated that the applicant is requesting to rezone the subject property from R Rural to RS Restricted Suburban, GC General Commercial, O Office, and NAP Natural Areas Protected. The change in zoning allows for a 175-acre continuation of the Pebble Creek Subdivision with an additional non-residential component of approximately 18 acres. This proposal also includes the protection of approximately 17 acres of floodplain through an NAP Natural Areas Protected zoning abutting the Pebble Creek Golf Course.

Ms. Hovde explained that the location proposed for the GC General Commercial and O Office zoning districts, being the intersection of a future 6-Lane Major Arterial and 4-Lane Major Arterial, is well situated to serve development in this area. Future traffic mitigation, such as a signalized intersection, will increase the safety for patron use of that commercial area making it a more desirable property. Therefore, staff believes there to be positive marketability of this property for the zoning districts proposed.

The Planning & Zoning Commission heard this item at their August 15, 2019 meeting and voted 5-1 to recommend approval of the rezoning request. Staff also recommends approval of the request.

At approximately 6:48 p.m., Mayor Mooney opened the Public Hearing.

Justin Collins, College Station, questioned if there is a need to move from R Rural to NAP Natural Areas Protected for a minority portion of the subject area.

There being no comments, the Public Hearing was closed at 6:49 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2019-4133, 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 R Rural to RS Restricted Suburban, GC General Commercial, O Office, and NAP Natural Areas Protected for approximately 210 acres generally located at the intersection of Rock Prairie Road and William D. Fitch Parkway. The motion carried unanimously.

2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4134 amending the Comprehensive Plan - Future Land Use and Character Map from Natural Areas Reserved to Urban and Natural Areas Reserved for approximately 2.7 acres of land located at 1700 George Bush Drive.

Alaina Chafin, Planning and Development, stated that the applicant has requested an amendment to the Comprehensive Plan’s Future Land Use and Character Map from Natural Areas Reserved to Urban and Natural Areas Reserved to better align with the current zoning and multi-family development existing on the property, and to prepare the property for marketability and potential redevelopment in the future. The Urban land use designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments.

Mrs. Chafin, explained that the proposal is consistent with the goals and strategies of the Comprehensive Plan. The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed urban future land use encourages compatible growth by reflecting the existing development of the property and providing a transition between land uses of the surrounding area. The Urban future land use also provides for more diverse land use options on a developed property situated along the periphery of a commercial corridor.

The Planning & Zoning Commission heard this item at their September 19, 2019 meeting and voted 5-0 to recommend approval of the Comprehensive Plan Future Land Use Map amendment. Staff also recommends approval of the request.

At approximately 7:12 p.m., Mayor Mooney opened the Public Hearing.

Fred Dupriest, College Station, came before Council to speak for College Station Association of Neighborhoods (CSAN) and elaborate on why it opposes approval of the Urban land use category for the property at 1700 George Bush. He stated that this is inside a mature neighborhood and the zoning allowed in Urban is overly broad for a mature neighborhood, which some believe would be damaging to its current character.

There being no comments, the Public Hearing was closed at 7:24 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Harvell, the City Council voted six (6) for and one (1) opposed, with Councilmember Vessali voting against, to deny Ordinance No. 2019-4134, amending the Comprehensive Plan - Future Land Use and Character Map from Natural Areas Reserved to Urban and Natural Areas Reserved for approximately 2.7 acres of land located at 1700 George Bush Drive. The motion carried.

3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2019-4135 renaming Midtown Loop as Durham Loop, Bird Pond Road west of Rock Prairie Road as Town Lake Drive, Pebble Creek Parkway between State Highway 6 and Lakeway Drive as Corporate Parkway, and Lakeway Drive between State Highway 6 and William D. Fitch Parkway as Midtown Drive.

Item was presented before Regular Item #1.

Jason Schubert, Planning and Development, stated that the area bounded by State Highway 6, Rock Prairie Road, and William D. Fitch Parkway is a developing area of College Station and part of the Medical District Master Plan area. Significant investments have been made in recent years by the City and private development to provide the public infrastructure needed to support development of the area. The City is developing its next business park in this area and the Council has chosen to co-brand the business park with the adjacent Midtown mixed-use development to the north. The City is making a conscious effort to market these projects together and the street name changes are proposed at the request and in consultation with the Midtown development. These changes will further enhance on-going marketing efforts and help distinguish the Midtown area in College Station as a destination location. As the existing streets are extended in the future, the proposed street names will be continued.

The proposed ordinance contains only the existing street sections to be renamed which are as follows:

- Area 1: rename Midtown Loop as Durham Loop;
- Area 2: rename Bird Pond Road west of Rock Prairie Road as Town Lake Drive;
- Area 3: rename Pebble Creek Parkway between State Highway 6 and Lakeway Drive as Corporate Parkway; and
- Area 4: rename Lakeway Drive between State Highway 6 and William D. Fitch Parkway as Midtown Drive.

The owners of the properties along these roadways have been notified by letter of the proposed changes and informed of its consideration at the October 7, 2019 Council meeting. There are three addresses of developing properties that will be affected by the changes. In addition, courtesy notices were sent to nearby home owners associations and stakeholders to inform them of the proposed changes.

The staff Traffic Management Team recommended approval of the proposed street name changes at their August 15, 2019 meeting. The proposal was presented to the Council Economic Development Committee on September 16, 2019 and the Council Transportation & Mobility Committee on September 17, 2019 and received support from both committees.

At approximately 6:33 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:33 p.m.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2019-4135, renaming Midtown Loop as Durham Loop, Bird Pond Road west of Rock Prairie Road as Town Lake Drive, Pebble Creek Parkway between State Highway 6 and Lakeway Drive as Corporate Parkway, and Lakeway Drive between State Highway 6 and William D. Fitch Parkway as Midtown Drive. The motion carried unanimously.

4. Presentation, discussion, and possible action regarding the approval to purchase furnishings, furniture, information technology items, security equipment, audio/visual items, dispatch equipment, and evidence shelving and storage totaling \$2,846,010.90 from multiple vendors through various purchasing cooperatives for the new police station.

Emily Fisher, Assistant Director of Capital Projects, stated that this purchase includes all furniture, appliances, gym equipment, shelving, evidence storage, IT infrastructure and equipment, audio and video components, security items, and dispatch furniture to furnish the new police station. The purchase totals \$2,846,010.90 and includes purchases from several vendors using various purchasing cooperatives. Staff recommends approving the use of project funds to purchase furnishings and equipment for the new police station.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the purchase of furnishings, furniture, information technology items, security equipment, audio/visual items, dispatch equipment, and evidence shelving and storage totaling \$2,846,010.90 from multiple vendors through various purchasing cooperatives for the new police station. The motion carried

unanimously.

5. Presentation, discussion, and possible action regarding appointments to Experience Bryan-College Station.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to appoint Councilmember Rektorik to Experience Bryan-College Station. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to appoint, Jay Primavera, Karen Bonarrigo, and Greg Stafford to the Experience Bryan-College Station and make a recommendation that Jay Primavera be appointed Chairperson. The motion carried unanimously.

6. Presentation, discussion, and possible action regarding the appointment of a representative of the Extraterritorial Jurisdiction to serve as a member of the Capital Improvements Advisory Committee (aka Impact Fee Advisory Committee or "IFAC").

Council concurred to appoint James Jones to the Capital Improvements Advisory Committee (aka Impact Fee Advisory Committee or "IFAC").

7. Presentation, discussion, and possible action regarding the recommendation of an individual to the Brazos County Commissioners Court for possible appointment to the Brazos County Regional Mobility Authority.

MOTION: Upon a motion made by Mayor Mooney and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to recommend Veronica Morgan to the Brazos County Commissioners Court for possible appointment to the Brazos County Regional Mobility Authority. The motion carried unanimously.

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

Councilmember Brick requested a future agenda item examining the health effects of vaping and the enforceability of vaping as it relates to the city's ordinance banning smoking in public buildings.

9. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 8:28 p.m. on Monday, October 7, 2019.

Karl Mooney, Mayor

ATTEST:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 7, 2019

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

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

City Staff:

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

Student Liaison

Jacquelyn Askew, Municipal Affairs

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 4:00 p.m. on Monday, October 7, 2019 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on Monday, October 7, 2019 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
 - City of College Station v. Gerry Saum, Individually, and as Independent Executrix of the Estate of Susan M. Wood, Deceased; Cause No. 17-002742-CV-361; In the 361st District Court, Brazos County, Texas

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

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

- City Secretary
- Municipal Court Judge
- Internal Auditor
- Council Self-Evaluation
- City Manager

Executive Session recessed at 6:04 p.m.

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

No vote or action was taken in Executive Session.

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

Item 2c was pulled from Consent for clarification.

(2c): Emily Fisher, Assistant Director Capital Projects, stated that the Munson Sidewalk Improvements Project will construct an eight foot wide sidewalk back of curb along the west side of Munson Avenue between Dominik Drive and Harvey Road.

Mayor Mooney recessed the workshop at 6:09 p.m.

Councilmember Vessali left the meeting.

The workshop reconvened at 8:39 p.m.

5. Presentation, discussion, and possible action about opportunities to promote tourism and local events through Channel 19 or online.

Jay Socol, Public Communications Director, presented a brief overview of how Channel 19 (CSTV19) is operated by the City of College Station and funded through a state franchise agreement with local cable provider Suddenlink Communications. Public, Education and Government (PEG) Access Channel funds are collected in an amount equal to 1% of gross revenues in cable services provided per month by Suddenlink. Channel 19 is not a public-access channel, and its programming is restricted to activities that are funded or sponsored by, or are relevant to, the City of College Station and the College Station Independent School District. The goal of Channel 19 programming is to increase awareness of local government and encourage community participation in decision-making processes. Programming includes live and recorded broadcasts of City Council and Planning & Zoning Commission meetings, public service announcements, special event promotions, job opportunities, and other pertinent issues and notices.

Mr. Socol stated that revenues are anticipated to decrease with the continued decline in cable subscriptions, lowering gross revenues in cable services. However, he stated that the population

growth is expected to offset that decrease for FY20. Capital purchases budgeted for FY20 include a wireless mic system, video camera equipment, and a \$30,000 repair contingency. The fund balance is expected to finance video production facilities and equipment for the Public Communications Department and council chambers in the new city hall.

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, Architectural Advisory Committee, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Councilmember Rektorik reported on Experience Bryan-College Station.

Councilmember Harvell reported on the “Community Gives” event at the Rellis Campus.

8. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 8:52 p.m. on Monday, October 7, 2019.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary



Legislation Details (With Text)

File #:	19-0556	Version:	1	Name:	CCWWTP Blower Bldgs Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/7/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding a Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$296,971, for the design and construction phase services for the Carters Creek Blower Buildings Nos. 2 & 3 Project.				
Sponsors:	Emily Fisher				
Indexes:					
Code sections:					
Attachments:	Project Location Map				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a Professional Services Contract with Stantec Consulting Services, Inc. in the amount of \$296,971, for the design and construction phase services for the Carters Creek Blower Buildings Nos. 2 & 3 Project.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

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

Summary: This project will replace the approximately 30 year old aeration blowers with new blowers. The project is to include, where necessary, all associated piping, electrical instrumentation and control, and blower enclosure improvements associated with the upgrade. Improvements to the enclosures are foreseen as being limited to wall modifications, roof and wall penetrations, and demolition of the existing concrete pads and supports in order to accommodate the new equipment.

Budget & Financial Summary: Budgets in the amount of \$1,760,550 and \$1,762,867 are included in the Wastewater Capital Improvement Projects Fund for WW1800003 and WW1900003, respectively. A total of \$1,586 and \$1,499 has been expended or committed to date, leaving balances of \$1,758,964 and \$1,761,368 for this contract and future project expenses.

Attachments:

- 1.) Contract No. 19300494 (On file in the City Secretary's Office)
- 2.) Project Location Map





Legislation Details (With Text)

File #:	19-0554	Version:	1	Name:	Master Purchase Agreement with Reynolds Company
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	10/4/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for maintenance of Water Services Department SCADA infrastructure for a not to exceed amount of \$150,000.				
Sponsors:	Gary Mechler				
Indexes:					
Code sections:					
Attachments:	Master Agreement Reynolds and Rockwell-20300062.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for maintenance of Water Services Department SCADA infrastructure for a not to exceed amount of \$150,000.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval.

Summary:

This agreement will enable the Water Services Department to purchase Rockwell Automation products and services, under an umbrella contract with the Reynolds Company. The master agreement is a one-year agreement with a provision with the mutual consent of both parties to renew the same terms and conditions up to four additional years, for a total of five years. 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."

The City entered into a similar Master Agreement with Reynolds Company in 2014, and subsequently entered into each of the four additional one-year extensions.

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 Automation Controllers. The services available include on-site field engineering support, ongoing training, network design and cyber security, machine reliability analysis, and systems design. This provides the City with 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 contract 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, staff recommends approval.

Budget & Financial Summary:

Funding is available for this agreement through the operational budget in the Water Operations and Wastewater Operations. All purchases made under this contract will follow normal procurement rules.

Attachments:

Master Agreement

MASTER AGREEMENT
Rockwell Automation Products and Services

This Master Agreement is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **D. Reynolds Company, LLC**, a Texas Limited Liability Company, dba **The Reynolds Company**, (the “Contractor”), whereby Contractor agrees to provide Rockwell Automation Products and Services in accordance with the terms and conditions herein.

ARTICLE I

1.01 This Master Agreement is for Rockwell Automation Products and Services as set forth in **Exhibit “A”**. The scope and details of the work to be provided to the City by Contractor shall be set forth in each Service Order, a form of which is attached as **Exhibit “B”** to this Agreement and incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in each Service Order. Each Service Order shall expressly reference this Agreement and be executed by both parties. The City Manager or his designee is authorized to sign the Service Orders on behalf of the City.

1.02 Each Service Order shall identify a project manager for each party with respect to the Services set forth therein. Each Service Order shall identify the unique scope and details for each project including location, schedules, and a not-to-exceed amount for fees and expenses.

1.03 Contractor agrees to perform the work described in each Service Order and the City agrees to pay Contractor fees set forth and defined in the applicable Service Order for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Agreement and any Service Order before the date of termination and for which Contractor has not yet been paid.

1.04 The total amount of payment, including reimbursements, by the City to Contractor for all approved Service Orders to be performed under this Contract may not, under any circumstances, exceed **One Hundred and Fifty Thousand Dollars and no/100 (\$150,000.00)**. There is no minimum amount to be paid by the City to the Contractor under this Contract.

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

1.06 Omitted.

1.07 This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to **Four(4) additional years (Five (5) years total)**. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

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

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

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

ARTICLE II

2.01 In developing each Service Order, Contractor shall meet with the City for the purpose of determining the nature of the project, including but not limited to the following: meeting with the City's staff to coordinate project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.02 The City shall direct Contractor to commence work on each project by sending Contractor a fully executed Service Order to begin work on each project.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes

related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

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

3.02 Contractor shall keep the City informed of the progress of the work by providing, at the least, monthly updates as to the status of the service being completed and shall guard against any defects or deficiencies in its work.

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

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, and upon the City's request, Contractor shall promptly deliver to the City copies of all records, notes, data, memorandum, models, drawings, specifications, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

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

out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

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

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

ARTICLE V

Insurance

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

ARTICLE VI

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

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

ARTICLE VII

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

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

City:

City of College Station
Attn: Mark Phillips
P.O. Box 9960
College Station, Texas 77842
Phone: (979) 764-3667
mphillips@cstx.gov

Contractor:

D. Reynolds Company, LLC
dba The Reynolds Company Attn: NICK JAY
2680 Sylvania Cross
Fort Worth, Texas 76137
Phone: (682) 647-2141
E-mail: njay@reynco.com

7.03. Contractor shall perform all the work hereunder. Contractor agrees that all of its employees who work on each project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner. Contractor will not employ subcontractors in order to fulfill the obligations under this Contract without the prior written consent of the City.

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

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

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

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

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

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

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed, unless otherwise noted in Section 1.07 of Article I.

ARTICLE VIII TECHNOLOGY REQUIREMENTS

8.01 Cloud Provider. When some or all of the Contractor's Work involve being a Cloud Provider, the following shall apply:

(a) Security Policies and Procedures. The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

- i. Data Classification and privacy;
- ii. Security training and awareness;
- iii. Systems administration, patching and configuration;
- iv. Incident response;
- v. Managing workstations, mobile devices and antivirus applications;
- vi. Backups, disaster recovery and business partners and contractors;
- vii. Audit and testing schedules;
- viii. Requirements for third-party business partners and contractors;
- ix. Compliance with information security or privacy laws, rules, regulations or standards;
- x. Evidence of background checks that support security of sensitive or confidential information;
- xi. Disclosure of previous data breaches; and
- xii. Any other relevant information regarding security policies or procedures.

(b) Industry Best Practices. Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

- i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
- ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
- iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and
- iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

- i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:
 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 2. Promptly implement necessary remedial measures; and
 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.
- ii. **Contractor Agreement Breach.** If a data breach results from Contractor's breach of the Contract, Contractor must:
 1. Bear any costs associated with the investigation and resolution of the data breach
 2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;

3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Contractor must:

- i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;
- ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;
- iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;
- iv. Agree to third-party application and vulnerability security scans and schedules;
- v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;
- vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;
- vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and
- viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

- i. **Agreement Expiration.** When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.
- ii. **Access.** The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.
- iii. **Data Removal.** At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

8.02 Premise Solutions. When some or all of the Contractor's Work involve providing Premise Solutions, the following shall apply:

- a. **Requirements:** Contract must:
 - i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
 - ii. Have data access limited to only required support service;
 - iii. Evidence of background checks that support security of the City's sensitive or confidential information;
 - iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;
 - v. Provide City with all applicable security assessments, audits and certifications related to system security annually;
 - vi. Train City staff on security-related procedures regarding system operation and maintenance; and

- vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

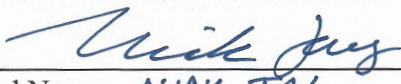
- i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:
 - 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 - 2. Promptly implement necessary remedial measures; and
 - 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.
- ii. **Contractor Agreement Breach.** If a data breach results from Contractor's breach of this Agreement, Contractor must:
 - 1. Bear any costs associated with the investigation and resolution of the data breach;
 - 2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
 - 3. Engage a credit monitoring service;
 - 4. Publish a website or a toll-free number and call center for affected individuals as required by state or federal law;
 - 5. Complete all corrective actions as reasonably determined based on root cause; and
 - 6. Send the City written findings and remedial measures from the data breach.

- (c) Data Removal.** At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

8.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

8.04 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

D. REYNOLDS COMPANY, LLC
dba THE REYNOLDS COMPANY

By: 
Printed Name: NICK JAY
Title: VICE PRESIDENT
Date: OCT 23, 2019

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager / CFO
Date: _____

Exhibit A

Discount Schedule for Rockwell Automation Products 2019 Updated

Rockwell Area	Beginning Part numbers	Discount Percentage
Drives, Architecture Class up to 60 HP	20B, 20A, 20G1	15
In Cabinet Distributed IO	1734, 1794	15
Networks and Communications	1585, 1783	15
Operator Interface	2711	10
Power and Energy Management Hardware	1404, 1425, 1426, 1411	10
Power Supplies	1606, 1607, 1609	15
Programmable Automation Controllers	1756, 1768, 1769	15
Push Buttons	800	15
Software	9307, 9309, 9315, 9358, 9518, 9521, 9324, 9328, 9355, 9528, 9522, 9701	10
Terminal Blocks and Wiring Systems	1492	15
Encompass Partner Products	Dependent on Partner	0-5
Class Room Training		5
Virtual Instructor Led Training		5

SERVICES Rate Schedule

Service	Rate
Rockwell Field Service Engineer On Site	\$236.00 / Hr.
Rockwell Field Service Engineer On Site Emergency	\$305.00 / Hr.
Rockwell Field Service Engineer LV Drive Start up Assistance	\$198.00 / Hr. 305.00/Hr. Emergency
Rockwell Field Service Engineer MV Drive Start up Assistance	287.00/ Hr. \$355.00/ Hr. Emergency
Rockwell Field Service Engineer Travel Rate	\$198.00 /Hr.

Exhibit B
SERVICE ORDER FORM

This form shall be used to procure products and services from The Reynolds Company. The Master Agreement (Contract No. 14- 419) entered into by and between the City of College Station and The Reynolds Company is expressly incorporated by reference.

Services to be Performed:

Project Manager for Each Party: _____

Location for Performance of Services: _____

Schedule of Services: _____

Fees for Services: _____

Approved by:

THE REYNOLDS COMPANY

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

Exhibit C

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. Workers' Compensation
- D. Professional Liability
- E. Cyber Liability

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and authorized 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.
- C. "Claims Made" policies are not accepted except for Professional Liability .
- D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits of liability except after thirty (30) days prior written notice has been given to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be listed as "Additional Insured" to the Commercial General, and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. 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 not exclude 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 in accordance with the current A. M. 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.

- VI. Those policies set forth in Paragraphs III and IV shall contain endorsements listing the City as Additional Insured, and providing evidence that the Contractor's policies are primary, and any self-insurance or insurance policies procured by the City are non-contributory. 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. 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.

VIII. Professional Liability

- A. Coverage shall be written by a carrier rated A:VIII or better in accordance with the current A. M. Best Key Rating Guide

- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000. Financial statements shall be furnished to the City of College Station if requested
 - C. Claims-made policies require the availability of a two-year or 24-month extended reporting period, with the retroactive date shown on the certificate.
- IX. Cyber Liability. Minimum limits of \$2,000,000 for third party losses. Coverage must include:
- (a) Event Management;
 - (b) Unauthorized Access/use;
 - (c) Computer Virus;
 - (d) Denial of Service Attack;
 - (e) Libel, Cyber-libel, Slander, Product Disparagement;
 - (f) Violation of Right of Privacy;
 - (g) Regulatory Costs;
 - (h) Privacy Costs- Privacy Injury and Identity Theft;
 - (i) Programming Errors & Omissions Liability;
 - (j) Replacement or Restoration of Electronic Data (First Person);
 - (k) Extortion Threats;
 - (l) Business Income and Extra Expense (to \$1 million);
 - (m) Public Relations Expense; and
 - (n) Security Breach Expense.
- X. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:
- A. The company is licensed and authorized to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas Department of Insurance or ISO.
 - C. All endorsements and insurance coverages meet or exceed the 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2019

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

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

PRODUCER Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: EDIC Team - F: 313-393-6505 CN103024838--GAWU-19-20	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED D. Reynolds Company, LLC 2680 Sylvania Cross Drive Fort Worth, TX 76137	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: Travelers Property Casualty Co. of America	
	INSURER C: American Zurich Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CHI-008954521-18 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO6800445-22	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP6800444-22	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZUP-81M4700A-19-NF	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6800442-22 (Does not apply to Monopolistic States [ND, OH, WA, and WY], Puerto Rico, or the Virgin Islands)	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE CITY OF COLLEGE STATION, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES FOR WORKERS' COMPENSATION IN FAVOR OF THE CERTIFICATE HOLDER AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

City of College Station
Risk Management Department
PO Box 9960
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

John C Hurley

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Legislation Details (With Text)

File #:	19-0597	Version:	1	Name:	Presentation, discussion, and possible action regarding the approval of The First Restated Economic Development Agreement with StataCorp LLC
Type:	Agreement	Status:			Consent Agenda
File created:	10/28/2019	In control:			City Council Regular
On agenda:	11/14/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding the approval of The First Restated Economic Development Agreement with StataCorp LLC.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:	0 First Restated EDA StataCorp 5				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the approval of The First Restated Economic Development Agreement with StataCorp LLC.

Relationship to Strategic Goals: (Select all that apply)

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of The First Restated Economic Development Agreement with StataCorp LLC.

Summary: StataCorp LLC "StataCorp" relocated to College Station in 1993, locating at 4905 Lakeway Drive. In 2013, the City of College Station put 210 Technology Way out for bid, and StataCorp submitted the high bid of \$1,090,000, which was the appraised value of the land per an independent appraisal report.

The City entered into an Economic Development Agreement with StataCorp on August 28, 2014. The intended purpose of the EDA was to enable StataCorp to create a corporate campus between 4905 Lakeway Drive and 210 Technology Way by the City abandoning a portion of Technology Way. The requirements, incentives, and clawbacks outlined in the agreement are as follows:

Requirements:

1. Additional 15 FTE OR increase payroll by \$1M by 8/28/2021
2. Construct new building valued at at least \$3M
3. Submit site plan by 8/28/2019 and obtain CO by 8/28/2021

Incentives:

1. Abandon a portion of ROW on Technology Way to make larger corporate campus for StataCorp
2. Waive abandonment fee (\$700)
3. Fast track permitting
4. Dedicate 30 acres of land in the Business Center as parkland

Stated Clawbacks:

1. StataCorp will reimburse City \$2.80 PSF for abandoned ROW (20,037.6 SF X 2.80 = \$56,103)
2. StataCorp will reimburse City \$700 abandonment application fee (for total clawback amount of \$56,803)

StataCorp is in year 5 of 7 of the current EDA. They have surpassed employment/payroll requirements but have not moved forward with their third building. Due to changes in technology, their business model has changed, and they do not yet need a third building. Instead they've renovated their existing space, spending approximately \$1 million. Based on their average growth, StataCorp estimates that they will need the third building in the next 7-8 years.

Staff discussed this with Council in Executive Session, in which staff recommended that the City extend the Economic Development Agreement by 5 years to require the new building be constructed by 2026 and require the site plan be submitted by 2024. Since that time StataCorp has asked the City to extend the agreement by one additional year to ensure another extension would not be necessary. With the additional year, the EDA will be extended by 6 years to 2027, with the site plan submittal required in 2025. If StataCorp fails to submit their site plan by 2025 or construct the building by 2027, they will be required to reimburse the City for the ROW abandonment in the amount of \$56,803.

Budget & Financial Summary: N/A. The ROW is still valued at \$56,103, and the clawback remains \$56,803.

Legal Review: Yes

Attachments: First Restated EDA StataCorp

Embedded Secure Document

The file <https://collegestation.legistar.com/View.ashx?M=F&ID=7839072&GUID=ADD1BAD3-AF3E-4C58-9DCE-D0EDBED6CCDB> is a secure document that has been embedded in this document. Double click the pushpin to view.





Legislation Details (With Text)

File #:	19-0601	Version:	1	Name:	Groundwater Return Flow Option and Purchase Agreements with Blanchard Refining Company, L.L.C.
Type:	Agreement	Status:			Consent Agenda
File created:	10/29/2019	In control:			City Council Regular
On agenda:	11/14/2019	Final action:			
Title:	Presentation, discussion, and possible action regarding a Groundwater Return Flow Option Agreement and a Groundwater Return Flow Purchase Agreement with Blanchard Refining Company, L.L.C.				
Sponsors:	Gary Mechler				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding a Groundwater Return Flow Option Agreement and a Groundwater Return Flow Purchase Agreement with Blanchard Refining Company, L.L.C.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the Option Agreement and Purchase Agreement, and authorizing the City Manager to execute any additional associated documents.

Summary:

This item is to consider a Groundwater Return Flow Option Agreement and a Groundwater Return Flow Purchase Agreement with Blanchard Refining Company, L.L.C. (BRC) to sell wastewater effluent from the City's wastewater treatment plants.

In 2006, the City obtained a TCEQ Water Use Permit for the City's groundwater based wastewater effluent from the City's wastewater treatment plants. The permit provides that the City "owns" its local wastewater effluent discharges from its wastewater treatment plants that travel down the "bed and banks" of Carters Creek, the Navasota River, and the Brazos River, essentially all the way to the Gulf coast.

In September 2018, staff began discussions with BRC on the purchase of the City's return flows. The subject agreements under consideration would allow the City to sell its wastewater effluent to BRC

for its operations in Texas City.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Revenues would go into the Water Fund.

Attachments: (on file in the City Secretary's Office)

- Groundwater Return Flow Option Agreement
- Groundwater Return Flow Purchase Agreement



Legislation Details (With Text)

File #:	19-0565	Version:	1	Name:	Janitorial Services Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/9/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action regarding the third and final renewal of a contract between the City of College Station and Andrews Building Service, Inc. in the amount of \$278,996.44 for Annual Janitorial Services for City Facilities.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Contract 15300353 Janitorial Services - new signed				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action regarding the third and final renewal of a contract between the City of College Station and Andrews Building Service, Inc. in the amount of \$278,996.44 for Annual Janitorial Services for City Facilities.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the third and final renewal of this contract.

Summary: In August of 2015, RFP 15-048 received nine (9) sealed proposals, these were evaluated by staff and Andrews Building Service, Inc. was deemed to be able to provide the best value for the City. Contract 15300353 was originally awarded by Council on September 21, 2015 as a two year term with three possible one year renewals. Six change orders have been made to the original agreement to increase the services provided at Northgate for special events, the addition of the lease space at 511 University Dr., the addition of an outbuilding at College Station Utilities, suspending and reinstating the contract during remodeling and upon completion of the remodeling of the Meyer Community Center, resuming janitorial services at the Lincoln Recreation Center, adding the Lincoln Recreation Center remodeled area and suspending services at the Southwood Community Center for remodel. This is the third and final annual renewal, and the vendor is not requesting a service price increase on the original services provided.

This contract provides for daily cleaning tasks for general building and office cleaning; restroom, locker rooms, showers and jail areas; and break rooms and lounges. Weekly, monthly, quarterly and semi-annual cleaning tasks are also included for deep cleaning carpets and sanitizing tile floors. Locations serviced under this contract include:

City Hall

Police Department and Jail

Facilities & Human Resources	Carter Creek Waste Water
Central Park Office	Carter Creek Waste Water Lab
Public Works	Lick Creek Waste Water
College Station Utilities & Env. Trailer	Dowling Water Production
Meeting and Training Facility	Lincoln Center Building A
Utility Customer Service and IT	Lincoln Center Building B
Municipal Court Building	Northgate
Meyer Community Center	Lease Space at 511 University Dr.
Utility Dispatch	

In addition, this contract will provide service to the Northgate district promenade, pedestrian mall and surface parking lot for daily trash pickup, bag and disposal. Services in this area include the washing of receptacles, tree wells, and benches. The cleaning of the Northgate Public Restroom Facilities will also occur daily.

This renewal term will be for the period beginning October 1, 2019 through September 30, 2020. This is the third and final renewal.

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

Attachments:

1. Contract is on file in the City Secretary's Office
2. Signed renewal letter



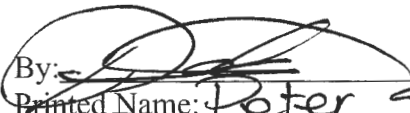
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP 15-048, Contract 15300353, Annual Janitorial Services for City Facilities and Northgate District, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Two Hundred Seventy-Eight Thousand Nine Hundred Ninety-Six and 44/100 Dollars (\$278,996.44).

Pricing for each location is specified on the following page.

I understand this renewal term will be for the period beginning October 1, 2019 through September 30, 2020. This is the third and final renewals.

ANDREWS BUILDING SERVICE, INC.

By: 
Printed Name: Peter S. Kim
Title: President
Date: Sept 13, 2019

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



RFP 15-048
Contract 15300353, Renewal 3
Annual Janitorial Services for City Facilities and Northgate District

Location	Renewal 3 (1 year term)
City Hall	\$27,950.00
Facilities and Human Resources	\$8,570.00
Central Park Office	\$4,940.00
Public Works	\$8,527.50
College Station Utilities and Environmental Trailer	\$22,560.00
Meeting and Training Facility	\$7,324.00
Utility Customer Service and IT	\$15,251.00
Municipal Court Building	\$23,958.00
Meyer Community Center	\$4,539.00
Utility Dispatch	\$1,987.50
Police Department and Jail	\$26,865.00
Community Center-Suspended until Forth Notice	
Carter Creek Waste Water	\$8,134.00
Carter Creek Waste Water Lab	\$2,402.50
Lick Creek Waste Water	\$757.52
Dowling Water Production	\$1,440.00
Lincoln Center Building A	\$16,217.50
Lincoln Center Building B	24684.02
Northgate	\$65,346.40
Lease Space at 511 University Dr.	\$7,542.50
ANNUAL TOTAL	\$278,996.44



Legislation Details (With Text)

File #:	19-0608	Version:	1	Name:	BVWACS Budget
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	11/6/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:		Final action:	
Title:	Presentation, discussion, and possible action on the BVWACS annual operations and maintenance and capital budget.				
Sponsors:	Sindhu Menon				
Indexes:					
Code sections:					
Attachments:	BVWACS Governing Board Budget				

Date	Ver.	Action By	Action	Result
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Presentation, discussion, and possible action on the BVWACS annual operations and maintenance and capital budget.

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

Recommendation(s): CIO recommends approval of the budget for \$203,868.65 for the City of College Station portion of the BVWACS FY2020 Budget

Summary: The BVWACS budget of \$742,182.98 was proposed and approved by the BVWACS Governing Board. The City of College Station portion of this cost is 27.47% of the BVWACS system. This amount is down \$62,738.83 from FY2019. This is due to reduction of the Harris County System Maintenance cost and the reduction of cost for Data Connectivity.

Budget & Financial Summary: Funding is through IT Communications Professional Services account

Attachments: FY20 Allocations/Budget

BVWACS FY2020 Proposed Budget

Description	FY2019	FY2020	FY19/20 Change
Capital Fund Contributions	\$ 206,754.09	\$ 206,754.09	\$0.00
Expenses			
Salary - System Manager	\$ 95,668.25	\$ 99,016.64	\$3,348.39
Salary - BVCOG Misc	\$ 6,427.35	\$ 6,684.44	\$257.09
Salary Total	\$ 102,095.60	\$ 105,701.08	\$3,605.48
Benefits Total	\$ 27,851.00	\$ 28,965.04	\$1,114.04
General, Administrative, & Maintenance Expense			
Consulting Fees *Other Admin*	\$ -	\$ -	\$0.00
Professional Fees *Other Admin*	\$ -	\$ -	\$0.00
Audit Expense *Other Admin*	\$ 2,266.99	\$ 2,357.67	\$90.68
Travel Expense	\$ 8,000.00	\$ 8,000.00	\$0.00
Maintenance, Motorola	\$ 179,178.45	\$ 180,970.92	\$1,792.47
Maintenance, Harris County	\$ 113,301.50	\$ 49,360.59	(\$63,940.91)
Maintenance, General *Contingency*	\$ 25,000.00	\$ 25,000.00	\$0.00
Supply Expense *Other Admin*	\$ -	\$ -	\$0.00
Copier Expense *Postage & Printing*	\$ 350.00	\$ 350.00	\$0.00
Maintenance, Data Connectivity	\$ 75,000.00	\$ 60,000.00	(\$15,000.00)
Telephone Expense	\$ 1,800.00	\$ 1,800.00	\$0.00
Postage Expense *Postage & Printing*	\$ 75.00	\$ 75.00	\$0.00
Insurance, General	\$ 6,000.00	\$ 10,000.00	\$4,000.00
Training and Meeting Expense *Other Admin*	\$ 2,750.00	\$ 2,750.00	\$0.00
General, Admin, & Maintenance Expense Total	\$ 413,721.94	\$ 340,664.18	(\$73,057.76)
Indirect			
Indirect Cost Expense	\$ 17,385.15	\$ 21,500.00	\$4,114.85
ISF			
Accounting Service ISF	\$ 9,014.00	\$ 9,374.56	\$360.56
System Administration ISF	\$ 10,147.50	\$ 10,553.40	\$405.90
Copy/Fax Service ISF	\$ 464.19	\$ 482.76	\$18.57
Human Resource Management ISF	\$ 7,664.70	\$ 7,971.29	\$306.59
Office Space ISF	\$ 7,556.65	\$ 7,858.92	\$302.27
Receptionist/Internet/Local Phone ISF	\$ 2,266.99	\$ 2,357.67	\$90.68
ISF Total	\$ 37,114.03	\$ 38,598.59	\$1,484.56
Annual Operating & Maintenance Total	\$ 598,167.72	\$ 535,428.89	(\$62,738.83)
Annual Operating, Maintenance, & Capital Total	\$ 804,921.81	\$ 742,182.98	(\$62,738.83)

FY2019 Allocations						
	Count	%	O&M	Capital	Total	
College Station	939	28.44%	\$ 170,102.81	\$ 58,795.30	\$ 228,898.12	Annual (Includes Capital) Per Radio Per Radio/Year \$ 243.77 Per Radio/Month \$ 20.31
Bryan	452	13.69%	\$ 81,881.23	\$ 28,301.89	\$ 110,183.12	
Brazos	543	16.44%	\$ 98,366.16	\$ 33,999.84	\$ 132,366.00	
TAMU	319	9.66%	\$ 57,787.86	\$ 19,974.12	\$ 77,761.98	
Washington County	552	16.72%	\$ 99,996.54	\$ 34,563.37	\$ 134,559.91	
Brenham	288	8.72%	\$ 52,172.11	\$ 18,033.06	\$ 70,205.17	
Grimes	209	6.33%	\$ 37,861.01	\$ 13,086.49	\$ 50,947.50	
Total	3302	100.00%	\$ 598,167.72	\$ 206,754.09	\$ 804,921.81	

FY2020 Allocations							
	Count	%	O&M	Capital	Total	FY19/20 Change	
College Station	968	27.47%	\$ 147,075.81	\$ 56,792.84	\$ 203,868.65	\$ (25,029.46)	Annual (Includes Capital) Per Radio Per Radio/Year \$ 210.61 Per Radio/Month \$ 17.55
Bryan	458	13.00%	\$ 69,587.52	\$ 26,870.99	\$ 96,458.51	\$ (13,724.60)	
Brazos	555	15.75%	\$ 84,325.49	\$ 32,562.01	\$ 116,887.50	\$ (15,478.50)	
TAMU	320	9.08%	\$ 48,620.10	\$ 18,774.49	\$ 67,394.60	\$ (10,367.38)	
Washington County	628	17.82%	\$ 95,416.95	\$ 36,844.94	\$ 132,261.89	\$ (2,298.02)	
Brenham	304	8.63%	\$ 46,189.10	\$ 17,835.77	\$ 64,024.87	\$ (6,180.31)	
Grimes	291	8.26%	\$ 44,213.91	\$ 17,073.05	\$ 61,286.96	\$ 10,339.46	
Total	3524	100.00%	\$ 535,428.89	\$ 206,754.09	\$ 742,182.98		

FY2020 PROPOSED				
Capital Equipment Replacement Reserve (CERRF)				
Current Balance			\$	1,350,665.63
Contributions				
FY15		\$	194,261.00	
FY16		\$	310,131.13	
FY17		\$	310,131.13	
FY18		\$	310,131.13	
FY19		\$	206,754.09	
FY20		\$	206,754.09	
FY2020 Projected Balance After 10/1/2019			\$	1,557,419.72
Proposed FY20 CERRF Allocations				
College St	968	27.47%	\$	56,792.84
Bryan	458	13.00%	\$	26,870.99
Brazos Co	555	15.75%	\$	32,562.01
TAMU	320	9.08%	\$	18,774.49
Washington Co	628	17.82%	\$	36,844.94
Brenham	304	8.63%	\$	17,835.77
Grimes Co	291	8.26%	\$	17,073.05
Total	3,524	100.00%	\$	206,754.09



Legislation Details (With Text)

File #:	19-0558	Version:	2	Name:	Miles CPA
Type:	Comprehensive Plan		Status:	Agenda Ready	
File created:	10/7/2019		In control:	City Council Regular	
On agenda:	11/14/2019		Final action:		
Title:	Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan Future Land Use and Character Map from Urban to General Commercial for approximately 2.3 acres, being an unplatted portion of the M Rector Survey, Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.				
Sponsors:	Laura Gray				
Indexes:					
Code sections:					
Attachments:	Ordinance Background Information Vicinity Map, Aerial, Small Area Map Applicant's Supporting Information Comprehensive Plan Exhibit Comprehensive Plan Amendment Map				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan Future Land Use and Character Map from Urban to General Commercial for approximately 2.3 acres, being an unplatted portion of the M Rector Survey, Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their October 17, 2019 meeting unanimously recommended approval (5-0). Staff also recommends approval of the request.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Urban to General Commercial to better align with the surrounding area and to prepare the property for future commercial development. This request is in conjunction with a request to rezone the subject property from T Townhouse to GC General Commercial. Staff recommends approval of the Comprehensive Plan Future Land Use amendment.

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area of the City:** The subject property is currently designated as Urban on the Comprehensive Plan Future Land Use and Character Map. The Urban land use designation is intended for areas that should have a very intense level of development activity typically

consisting of high density residential, such as townhomes, duplexes, and high density apartments. The requested General Commercial land use designation is generally for concentrations of commercial activities that cater to both nearby residents and the larger community or region. These areas tend to be larger in size and located near the intersection of regionally significant roads (arterials and freeways).

In addition to the Future Land Use designation, the subject property is also within the Harvey Mitchell District as noted on the Comprehensive Plan Concept Map. While a district plan has not been created to date, the vision for this area as set forth in the Comprehensive Plan still rings true. The Harvey Mitchell District is intended to promote development of an urban area that incorporates natural features and design elements that enhance a major entryway into the core of the City. The majority of the area located within the Harvey Mitchell District, including the adjacent property to the southwest, is designated as Urban on the Comprehensive Plan Future Land Use and Character Map. The adjacent property to the southeast is designated as General Commercial. The properties to the north across Harvey Mitchell Parkway South are also designated as General Commercial.

The subject property is located near the intersection of multiple regionally significant roads: Texas Avenue, Harvey Mitchell Parkway South, and State Highway 6. Additionally, the adjacent property to the southwest includes the initial extension of Dartmouth Street across Harvey Mitchell Parkway South that will eventually extend to Texas Avenue to align with Brothers Boulevard. Along the south side of Harvey Mitchell Parkway South, between the intersections with Texas Avenue and State Highway 6, properties are primarily zoned GC General Commercial, O Office, and MF Multi-family. Many of the properties are currently undeveloped, but the underlying zoning entitles these properties to develop with more intense land uses.

There are existing commercial nodes immediately surrounding the intersections of Harvey Mitchell Parkway South and Texas Avenue and Harvey Mitchell Parkway South and State Highway 6. These nodes were previously limited to the properties immediately adjacent to the major intersections, but in recent years have been expanding to create larger commercial areas. Currently located at the intersection of Texas Avenue and Harvey Mitchell Parkway South are commercial businesses such as Frankie's Food Mart, BB&T bank, Tractor Supply Co. and Walmart. Examples of commercial businesses at the intersection of State Highway 6 and Harvey Mitchell Parkway South (which becomes Emerald Parkway on the east side of Highway 6) include the Crystal Park Plaza, the Emerald Point business park, Elms Orthodontics, Merrill Lynch, and others.

The subject area is in transition to more intense land uses, which includes commercial and high density residential land uses. The proposed Comprehensive Plan amendment request is consistent with the changing conditions of the subject area.

2. **Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:** The immediate area consists of undeveloped tracts, a few remaining single-family homes, the ongoing development of the Bertrand subdivision, the extension of Dartmouth Street, and commercial nodes at the major intersections. The immediate area has historically been undeveloped or developed with single-family uses. As discussed previously, development patterns in this area have shifted in recent years. The commercial nodes have grown and the area is transitioning into a commercial corridor at a major entryway into the City. There are also plans currently under review by City Staff for the adjacent Bertrand subdivision for a multi-family development. More broadly, the general area of central College Station is prime for more dense development that is sensitive to and incorporates the natural features of Bee Creek and enhances major entryways and thoroughfares in the City. The proposed Comprehensive Plan amendment is consistent with future land use and character designations of the area and compatible with the existing development and new development that is currently underway in the subject area.
3. **Impact on environmentally sensitive and natural areas:** The subject property is located within the Bee Creek Drainage Basin and drains to the Bee Creek Tributary. Bee Creek is a significant natural feature

running through central College Station. The subject property does not directly abut Bee Creek and does not contain any FEMA designated floodplain. While future development on the subject property should be sensitive to the natural features of the area, no direct impacts are anticipated to environmentally sensitive and natural areas.

- 4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Domestic water and fire flow service for the subject property will be provided by the City of College Station. Wastewater service will also be provided by the City. The developer will have to extend offsite sewer to the subject property in order to serve the future development. There is adequate water and sewer capacity to support the proposed land use.

Detention may be required in accordance with the City of College Station's Watearth Timing Assessment with the future proposed development, as well as TxDOT's drainage policies. Drainage and other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

Harvey Mitchell Parkway South is designated as a future six-lane Major Arterial on the Thoroughfare Plan and is currently constructed as a four-lane Major Arterial roadway with a two-way center turn lane. Traffic volumes from 2017 TxDOT counts on this section of Harvey Mitchell Parkway South were 15,835 vehicles per day. Funds have been budgeted for the City to install a traffic signal at the intersection with Dartmouth Street which is planned to occur over the coming year. A traffic impact analysis (TIA) was not required for the proposed rezoning request as the acreage amount falls below the threshold to require an analysis. The Preliminary Plan for the adjacent Bertrand Subdivision includes a proposed street along the shared eastern property line which is anticipated to be the means of access to Harvey Mitchell Parkway South.

- 5. Consistency with the goals and strategies set forth in the Comprehensive Plan:** The proposal is consistent with the goals and strategies of the Comprehensive Plan. The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed General Commercial future land use encourages compatible growth by matching the context of the surrounding properties. The proposed land use change will contribute to the future commercial corridor along Harvey Mitchell Parkway South.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Ordinance
2. Background Information
3. Vicinity Map, Aerial, & Small Area Map
4. Application Supporting Information
5. Comprehensive Plan Exhibit
6. Comprehensive Plan Amendment Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM URBAN TO GENERAL COMMERCIAL FOR APPROXIMATELY 2.3 ACRES GENERALLY LOCATED AT ON THE SOUTH SIDE OF HARVEY MITCHELL PARKWAY SOUTH, APPROXIMATELY 80 FEET EAST OF THE INTERSECTION WITH DARTMOUTH STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Comprehensive Plan of the City of College Station” is hereby amended by adding new Subsections “C.2.00.” of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto and made a part hereof for the identified area.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

PART 3: That this Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 14th day of November, 2019.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Ordinance no. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, is hereby amended by adding new subsections “C.2.oo.” to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“EXHIBIT ‘A’**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Introduction;
2. Community Character;
3. Neighborhood Integrity;
4. Economic Development;
5. Parks, Greenways & the Arts;
6. Transportation;
7. Municipal Services & Community Facilities;
8. Growth Management and Capacity; and
9. Implementation and Administration.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
6. Central College Station Neighborhood Plan dated June 2010;
7. Eastgate Neighborhood Plan dated June 2011;
8. Parks, Recreation and Open Spaces Master Plan dated July 2011;
9. Southside Area Neighborhood Plan dated August 2012;
10. Medical District Master Plan dated October 2012;
11. Wellborn Community Plan dated April 2013;
12. Economic Development Master Plan dated September 2013;
13. South Knoll Area Neighborhood Plan dated September 2013;
14. The Water System Master Plan dated April 2017; and
15. The Wastewater System Master Plan dated April 2017.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
 - b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
 - c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.
 - d. Chapter 8 “Growth Management & Capacity” by amending the text based on recommendations from the Annexation Task Force – Ordinance 3766, dated April 28, 2016.
 - e. Chapter 1, Section 10; Chapter 5, Section 1; Chapter 5, Section 4; Chapter 8, Section 17; and Chapter 9, Section 3; by amending the text – Ordinance 3951, dated October 12, 2017.
2. Future Land Use and Character Map Amendment:
- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
 - b. Richards Subdivision – Ordinance 3376, dated October 2011.
 - c. Earl Rudder Freeway at University Oaks – Ordinance 3465, dated November 19, 2012
 - d. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
 - e. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
 - f. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
 - g. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
 - h. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
 - i. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
 - j. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
 - k. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
 - l. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
 - m. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
 - n. The approximately 17.788 acres of land generally located at the corner of Turkey Creek Road and Raymond Stotzer Parkway frontage road.– Ordinance 3752, dated March 10, 2016.

- o. The approximately 9 acres of land generally located north of the Crossroad Woods Subdivision near the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail – Ordinance 3779, dated June 9, 2016
- p. The approximately 16 acres located at 8607 Rock Prairie Road, generally located at the north of Rock Prairie Road and west of William D. Fitch Parkway – Ordinance 3794, dated August 11, 2016.
- q. The approximately 14.25 acres of land located at 2501 Earl Rudder Freeway South, generally located north of North Forest Parkway and south of Raintree Drive, along the east side of Earl Rudder Freeway South – Ordinance 3799, dated August 25, 2016.
- r. The approximately 7 acres of land located along the south side of State Highway 30, south of Veterans Memorial Park – Ordinance 3828, dated October 27, 2016.
- s. The approximately 58 acres of land generally located along the east side of State Highway 6 South, north of W.D. Fitch parkway and south of the future Pebble Creek Parkway extension – Ordinance 3830, dated October 27, 2016.
- t. The approximately 2 acres of land generally located on Corsair Circle north of Pavilion Avenue – Ordinance 3846, dated December 8, 2016.
- u. The approximately 18 acres of land generally located at the southeast corner of Sebesta Road and Earl Rudder Freeway frontage road – Ordinance 3848, dated December 8, 2016.
- v. The approximately 6 acres of land being situated in the Pooh's Park Subdivision, Block 1, Lots 6-14 recorded in Volume 314, Page 618 of the deed records of Brazos County, Texas, located at 204, 206, 208, 210, 212, 214, 216, 218, and 220 Holleman Drive east, more generally southwest of the intersection of Holleman Drive East and Lassie Lane by – Ordinance 3850, dated January 12, 2017.
- w. The approximately 6.3 acres of land generally located northeast intersection of Copperfield Parkway and Crescent Pointe Parkway - Ordinance 3859, dated February 9, 2017.
- x. The approximately 11.3 acres of land generally located at the southeast intersection of Earl Rudder Freeway South and Emerald Parkway – Ordinance 3875, dated April 27, 2017.
- y. The approximately 232 acres of land generally located south of Rock Prairie Road - Ordinance 3877, dated April 27, 2017.
- z. The approximately 5.96 acres of land generally located in the northeast corner of Associates Avenue and Harvey Road intersection. – Ordinance 3879, dated April 27, 2017.
- aa. The approximately 4.74 acres of land generally located at the corner of Harvey Mitchell Parkway South and Raymond Stotzer Parkway – Ordinance 3882, dated May 11, 2017.
- bb. The approximately 3.2 acres of land generally located east of Copperfield Parkway and south of Harvey Road. – Ordinance 3884, dated May 11, 2017.
- cc. The approximately 3.34 acres of land generally located north of Raintree Drive along Earl Rudder Freeway South – Ordinance 3901, dated July 27, 2017.

- dd. The approximately 12.5 acres generally located west of Earl Rudder Freeway South along Harvey Mitchell Parkway – Ordinance 3903, dated July 27, 2017.
- ee. Approximately 100 acres located along the east side of State Highway 6, south of The Business Park at College Station and north of the Texas World Speedway property- Ordinance 3906, dated July 27, 2017.
- ff. Approximately 1.7 acres of land being generally located at 12055 FM 2154 - Ordinance 3921, dated August 24, 2017.
- gg. Approximately 11 acres of land being generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway – Ordinance 3965, dated December 14, 2017.
- hh. Approximately 29 acres of land being generally located at the west intersection of William D Fitch Parkway and Rock Prairie Road – Ordinance 3989, dated February 22, 2018.
- ii. Approximately 11.1 acres of land being generally located on the west side of Turkey Creek Road, approximately 500 feet south of HSC Parkway- Ordinance 4036, dated August 23, 2018.
- jj. Approximately 7.37 acres of land being generally located on the west side of FM2154, approximately 500 feet south of Barron Cut-Off Road – Ordinance 4066, dated January 10, 2019.
- kk. Approximately 13 acres of land being generally located at 1402 and 1404 Bird Pond Road – Ordinance 4090, dated April 25, 2019.
- ll. Approximately 1.3 acres of land being generally located generally located southwest of the intersection of Greens Prairie Road West and White’s Creek Lane – Ordinance 4103, dated June 27, 2019.
- mm. Approximately 8.7 acres of land generally located at 2709 Texas Avenue South – Ordinance 4121, dated September 12, 2019.
- nn. Approximately 1.3 acres of land generally located at 3030 University Drive East – Ordinance 4122, dated September 12, 2019.
- oo. Approximately 2.3 acres of land generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street – this Ordinance dated October 24, 2019.

3. Concept Map Amendment:

- a. Growth Area IV – Ordinance 3376, dated October 2011.
- b. Growth Area V – Ordinance 3376, dated October 2011.

4. Thoroughfare Map Amendment:

- a. Raintree Drive – Ordinance 3375, dated October 2011.
- b. Birkdale Drive – Ordinance 3375, dated October 2011.
- c. Corsair Circle – Ordinance 3375, dated October 2011.
- d. Deacon Drive – Ordinance 3375, dated October 2011.
- e. Dartmouth Drive – Ordinance 3375, dated October 2011.
- f. Farm to Market 60 – Ordinance 3375, dated October 2011.
- g. Southwest Parkway – Ordinance 3375, dated October 2011.

- h. Cain Road extension –Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
 - j. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - k. Pavilion Avenue extension --Ordinance 3885, dated May 11, 2017.
 - l. Future Minor Collector realigned to Harpers Ferry Road along Arrington Road – Ordinance 3949, dated October 12, 2017.
 - m. 2017 Thoroughfare Plan update to Map 6.6 – Ordinance 3962, dated November 20, 2017.
- 5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
 - a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5-- Ordinance 3729, dated December 10, 2015.
 - c. South College Station Mobility Study – Ordinance 3827, dated October 27, 2016.
 - d. Update to Maps 5.4 and 5.5 – Ordinance 3877, dated April 27, 2017.
 - e. 2017 Thoroughfare Plan update to Maps 5.4 and 5.5 – Ordinance 3962, dated November 20, 2017.
 - f. 2018 Bicycle, Pedestrian, and Greenways Master Plan Update to Maps 5.4, 5.5, 7.1, 7.2, 7.3, and 7.4 –Ordinance 4009, dated May 14, 2018.
- 6. Parks and Recreation Master Plan Amendment:
 - a. Update to Map B/College Station Neighborhood Park Zone, to Map C/College Station Community Park Zone Map and to the text of Section 2 “Current Conditions and Trends,” subsection “Park Land,” paragraph five relating to said maps- Ordinance 3951, dated October 12, 2017.
- 7. Community and Neighborhood Plan Amendment:
 - a. Eastgate Neighborhood Plan, Chapter 1 - Community Character, “Site Development Area 1 – Lincoln Avenue” – Ordinance 3956, dated November 9, 2017.

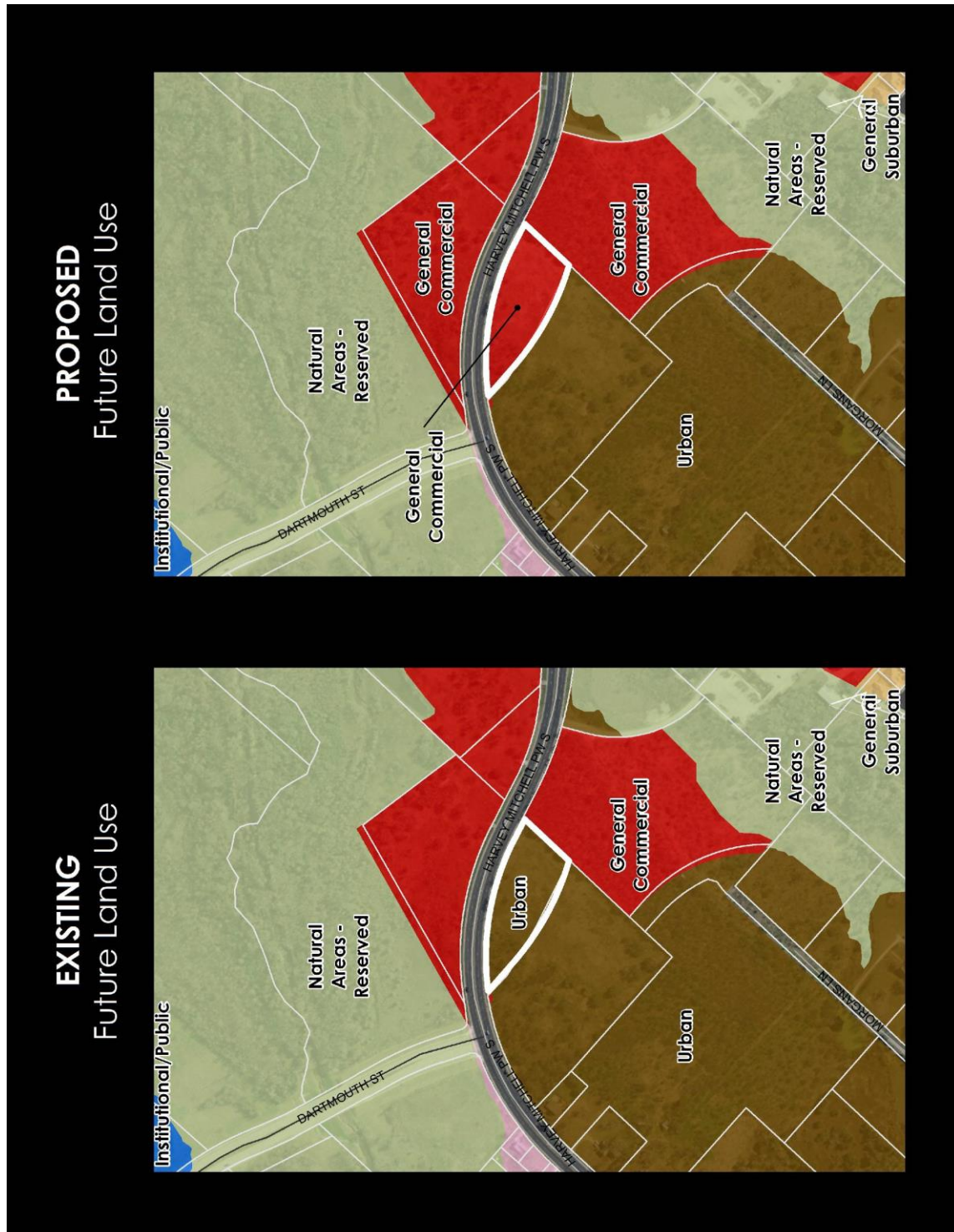
D. General

- 1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
- 2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
- 3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.”

EXHIBIT B

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 –Community Character” from Urban to General Commercial shown as follows:



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 17, 2019
Advertised Council Hearing Date: November 14, 2019

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: None

Property owner notices mailed: 6
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Harvey Mitchell Pkwy South (6 Lane Major Arterial)	n/a	Harvey Mitchell Pkwy South (6 Lane Major Arterial)
South	General Commercial	GC General Commercial and OV Corridor Overlay	Vacant
East	General Commercial	GC General Commercial and OV Corridor Overlay	Vacant
West	Urban	GC General Commercial and OV Corridor Overlay	Vacant

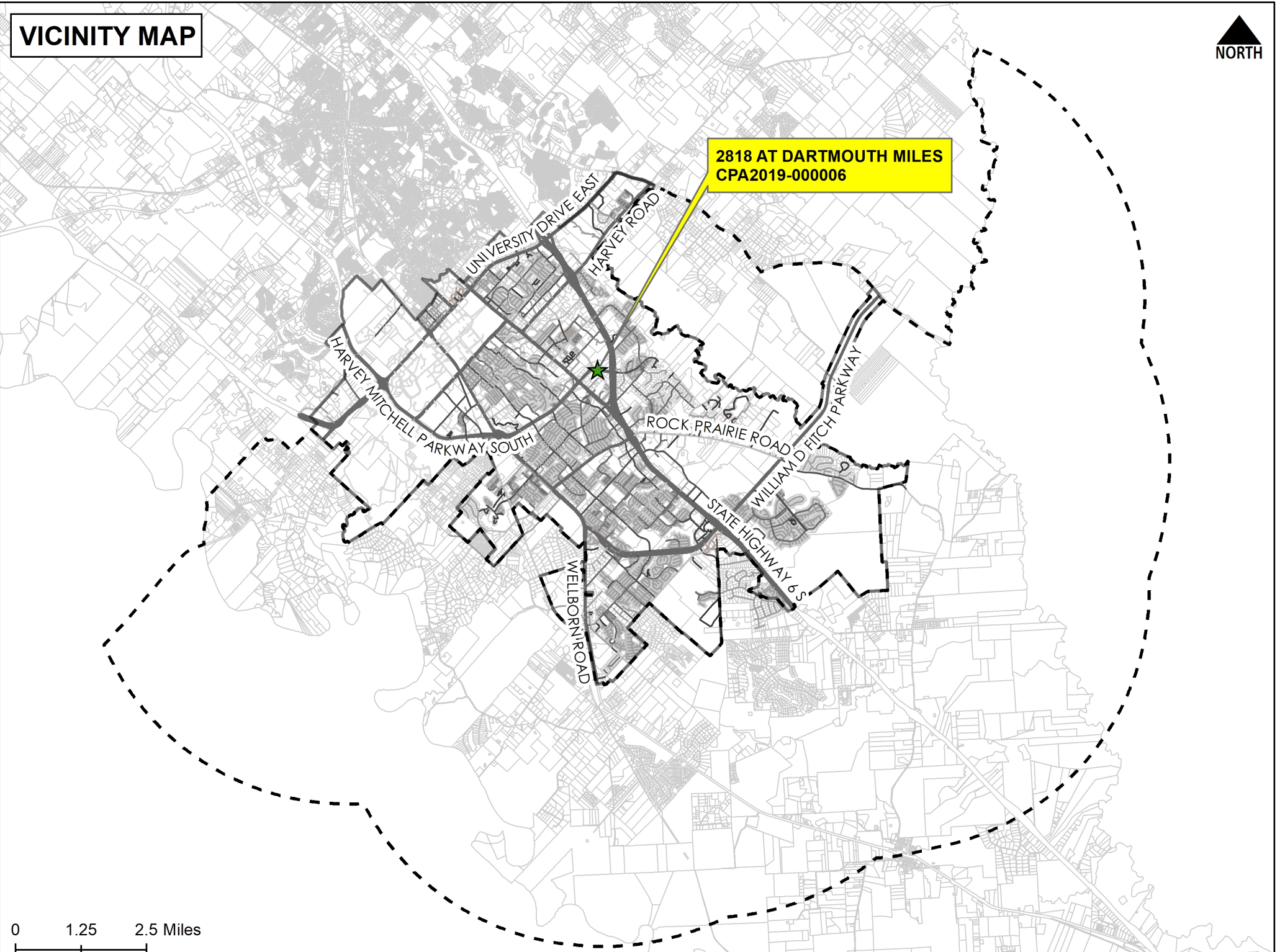
DEVELOPMENT HISTORY

Annexation: 1971
Zoning: R-1 Single-Family Residential upon annexation (1971)
Rezoned from R-1 to R&D Research and Development (1998)
Rezoned from R&D to T Townhouse (2014)
Final Plat: Unplatted
Site development: Undeveloped

VICINITY MAP

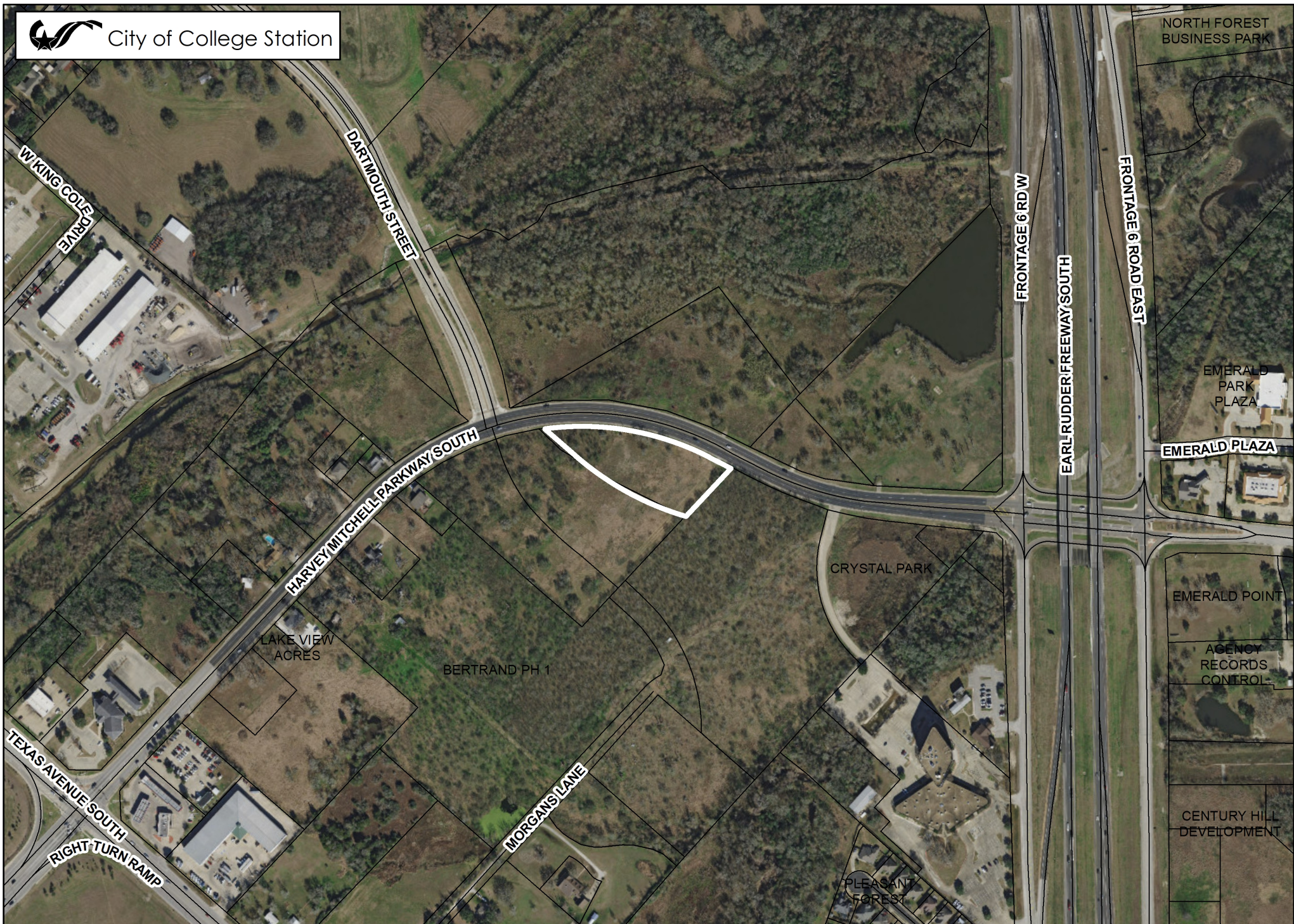


2818 AT DARTMOUTH MILES
CPA2019-000006



0 1.25 2.5 Miles

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



0 425 850 Feet

2818 AT DARTMOUTH MILES

Case:
CPA2019-000006

COMPREHENSIVE PLAN
AMENDMENT



ZONING DISTRICTS (In Grayscale)

Residential		MF	Multi-Family
R	Rural	MU	Mixed-Use
WE	Wellborn Estate	MHP	Manufactured Home Pk.
E	Estate		
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 425 850 Feet

2818 AT DARTMOUTH MILES

Case:
CPA2019-000006

**COMPREHENSIVE PLAN
AMENDMENT**



COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: 2818 at DARTMOUTH – MILES TRACT
Address: N/A
Legal Description: A004601, M RECTOR SURVEY (ICL), TRACT 53
Total Acreage: 2.2895
Applicant: MILES CONSTRUCTION & DEVELOPMENT LP
Property Owner: MILES CONSTRUCTION & DEVELOPMENT LP

What element of the Comprehensive Plan and at what location is requested to be amended?

Both the Land Use and Character Designation.

What is the amendment requested?

The request is for a Land Use and Character Designation amendment from Urban to General Commercial.

What is the reason for the amendment?

Surrounding Neighboring Properties are General Commercial making this piece more compatible with its surroundings if amended.

How will this change be compatible with existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

The immediate surrounding neighboring properties are General Commercial.

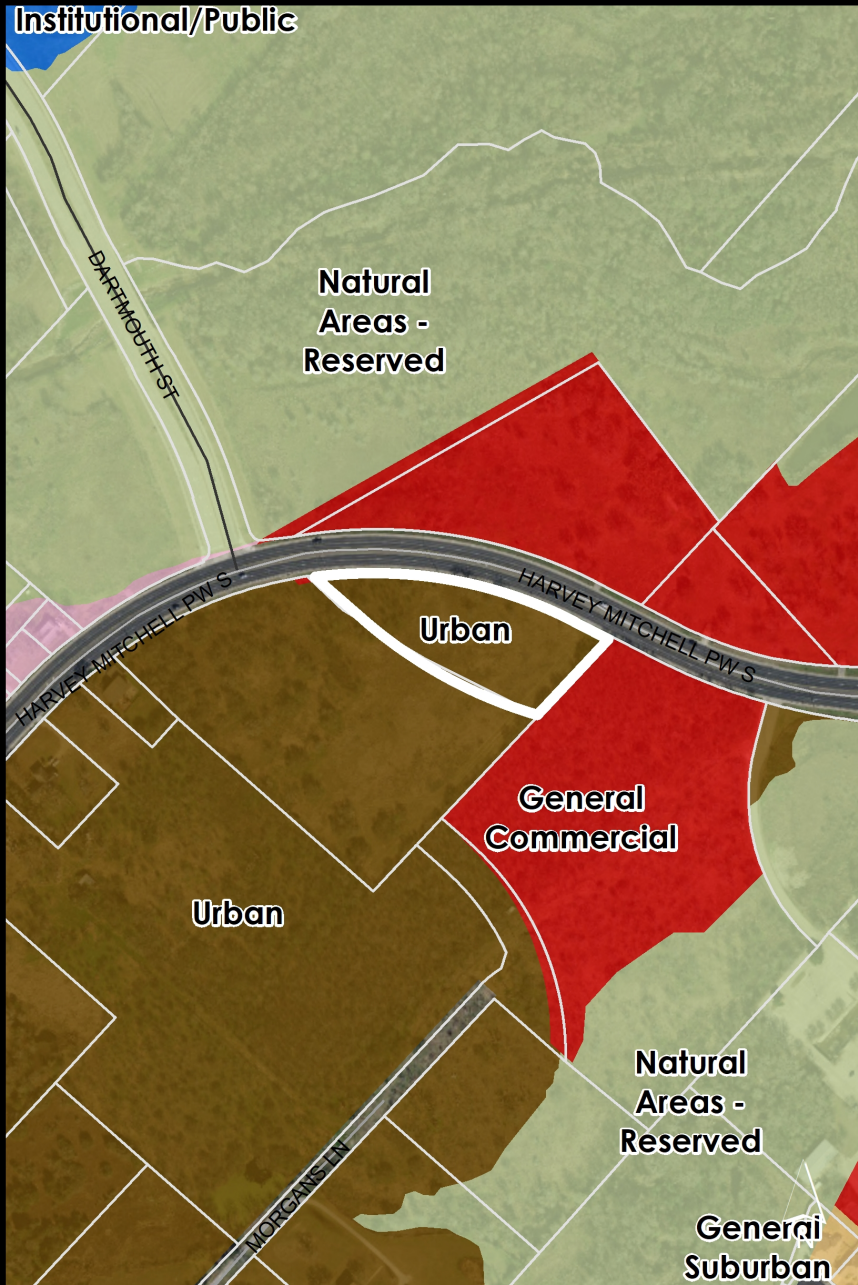
Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

Zero Impact on environmentally sensitive and natural areas. Due to the size of the lot, traffic generation will be minimal. Water, electric, and Sanitary Sewer load will also be minimal.

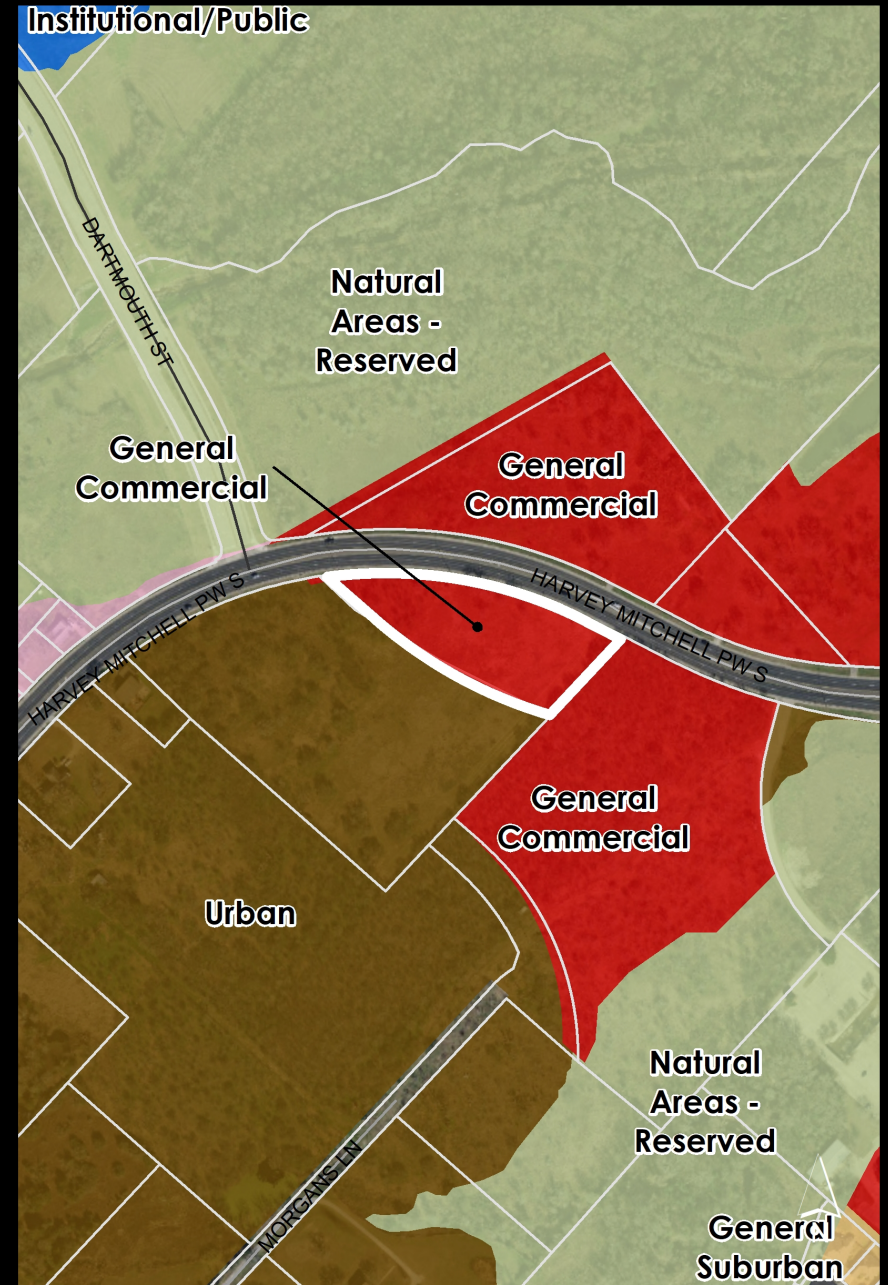
Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

It is our belief that by amending to General Commercial that this lot will be more compatible with its' neighboring properties and more marketable to the area than remaining as Urban Land Use.

EXISTING Future Land Use



PROPOSED Future Land Use





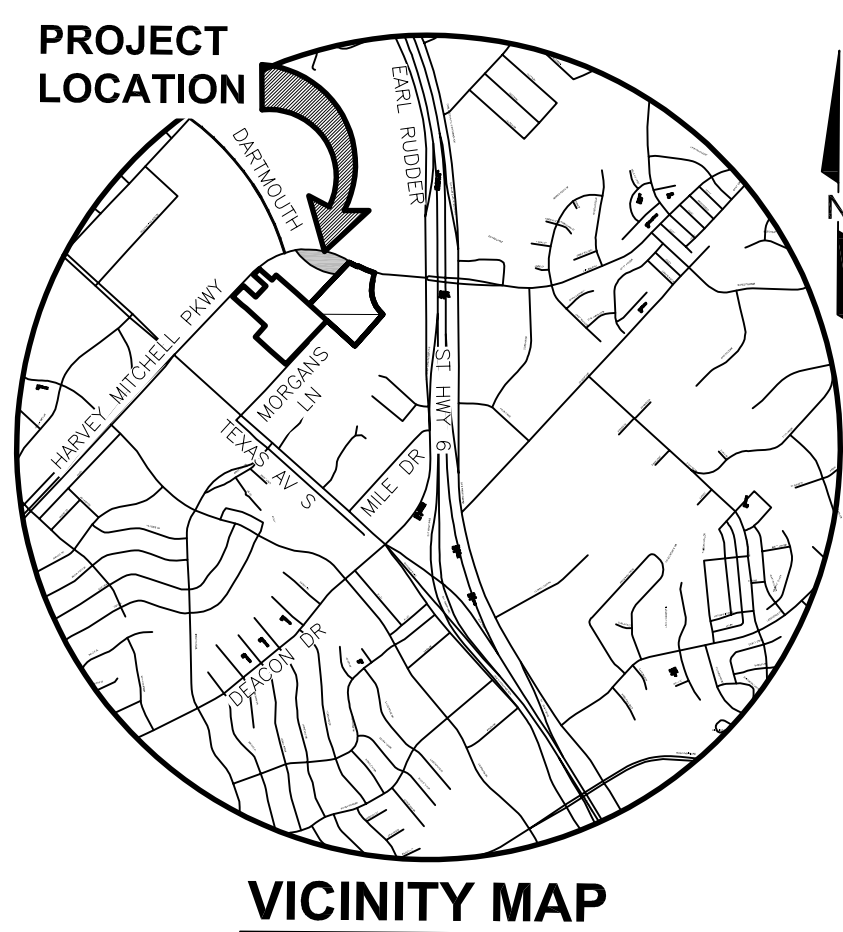
Existing Future Land Use



Proposed Future Land Use

LEGAL DESCRIPTION: A004601, M RECTOR (ICL), TRACT 53

- * The current land use for this property is Urban
- * Any Site Development to occur to this property shall meet the City of College Station Development standards for water, sanitary sewer, storm sewer, parking, and street/pavement design.
- * Per FEMA F.I.R.M map # 48041C0310F, dated April 2, 2014, there is not FEMA flood plain or floodway present on subject property.



VICINITY MAP



MILES
CONSTRUCTION
979-774-0123
MILESCONSTRUCTION@GMAIL.COM
210-584-2751
MILESCO.OFFICE@GMAIL.COM

REVISIONS

REVISION NUMBER	REVISION DATE
1	9/17/19

2818 AT DARTMOUTH—MILES

2.2895 ACRE TRACT OF LAND

01
10
10
Comp Plan
Character
Map



Legislation Details (With Text)

File #:	19-0560	Version:	2	Name:	Miles rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	10/7/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:			
Title:	Public Hearing, presentation, discussion, and possible action 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 T Townhouse to GC General Commercial with OV Corridor Overlay for approximately 2.3 acres, being an unplatted portion of the M Rector Survey Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.				
Sponsors:	Laura Gray				
Indexes:					
Code sections:					
Attachments:	Ordinance Background Information Vicinity Map, Aerial, Small Area Map Rezoning Exhibit Applicant's Supporting Information Rezoning Map				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix "A", "Unified Development Ordinance," 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 T Townhouse to GC General Commercial with OV Corridor Overlay for approximately 2.3 acres, being an unplatted portion of the M Rector Survey Tract 53, generally located on the south side of Harvey Mitchell Parkway South, approximately 80 feet east of the intersection with Dartmouth Street.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their October 17, 2019 meeting and recommended approval of the rezoning to GC General Commercial with the OV Overlay (5-0). Staff also recommends approval of the GC request with OV.

Summary: The applicant is requesting to rezone the subject property from T Townhouse to GC General Commercial. Staff recommends adding the OV Corridor Overlay to the proposed General Commercial rezoning request for consistency with the surrounding properties and to enhance the image of a significant entry corridor into the City, in compliance with the Comprehensive Plan Planning Area XIII: Harvey Mitchell District. The rezoning request was submitted in conjunction with a request to amend the Comprehensive Plan Future Land Use and Character Map from Urban to General Commercial. The applicant had previously rezoned the property in 2014 from R&D Research and Development to T Townhouse to pursue a townhome

development, but now desires to rezone for future commercial development.

REVIEW CRITERIA

- Whether the proposal is consistent with the Comprehensive Plan:** The subject property is currently designated as Urban on the Comprehensive Plan Future Land Use and Character Map. The applicant has submitted an amendment request for a land use change to General Commercial. In addition to the Future Land Use designation, the subject property is also within Planning Area XIII: Harvey Mitchell District as noted on the Comprehensive Plan Concept Map. The district vision is the development of an urban area that incorporates natural features and design elements that enhance a major entryway into the core of the City.

The existing Urban land use designation is intended for areas that should have a more intense level of development activity typically consisting of high density residential, such as townhomes, duplexes, and high-density apartments. The proposed General Commercial land use designation is generally for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. These areas tend to be larger in size and located near the intersection of regionally significant roads (arterials and freeways).

The adjacent property to the southwest is designated as Urban on the Comprehensive Plan Future Land Use and Character Map. The adjacent property to the southeast is designated as General Commercial. The properties to the north across Harvey Mitchell Parkway South are also designated as General Commercial.

This rezoning request is in conjunction with a request to amend the Comprehensive Plan Future Land Use Map from Urban to General Commercial for the subject property. The subject property's location near the intersection of two regionally significant roads (Harvey Mitchell Parkway South and State Highway 6) and the surrounding General Commercial future land uses are appropriate for commercial development. The proposed rezoning request is consistent with the proposed Comprehensive Plan amendment request.

- Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:** The subject property is currently surrounded on the east, south, and west by properties zoned GC General Commercial with the OV Corridor Overlay. The purpose of the OV Corridor Overlay district is to enhance the image of key entry points into the City to maintain a sense of openness and continuity. While the underlying zoning district establishes the permitted uses, the OV Corridor Overlay applies additional requirements for setbacks, signage, and fuel sale uses. The adjacent property to the southwest was zoned general commercial and the OV Corridor Overlay was added in 2004. In 2014, the applicant requested to rezone the subject property from R&D Research and Development (a retired zoning district intended for professional offices and research and development oriented light industrial uses) to T Townhouse to pursue a townhome development. The townhouse development did not come to fruition and in the intervening years, the portion of the Bertrand subdivision to the east of the subject property was rezoned to GC General Commercial with the OV Corridor Overlay. Subsequently, the subject property is now surrounded on the east, south, and west by properties zoned GC General Commercial with the OV Corridor Overlay. The subject property is bordered to the north by Harvey Mitchell Parkway South and the properties across Harvey Mitchell Parkway South were rezoned to GC General Commercial in 2013.

Along the south side of Harvey Mitchell Parkway South, between Texas Avenue and State Highway 6, properties are primarily zoned GC General Commercial, O Office, and MF Multi-family. Many of the properties are currently undeveloped, but the underlying zoning entitles these properties to develop with more intense land uses.

The existing T Townhouse zoning on the subject property is a less intense zoning designation

compared to the zoning of the surrounding properties on both the south and north sides of Harvey Mitchell Parkway South. Commercial development in this area is appropriate for the high classification of the road and the surrounding transition to commercial and higher density residential developments. Amending the zoning to GC General Commercial with the OV Corridor Overlay is consistent with the anticipated land uses for this area and protects the image corridor of this major entryway into the City.

3. **Whether the property to be rezoned is physically suitable for the proposed zoning district:** T
4. **Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:** Domestic water and fire flow service for the subject property will be provided by the City of College Station. Wastewater service will also be provided by the City. The developer will have to extend offsite sewer to the subject property in order to serve the future development. There is adequate water and sewer capacity to support the proposed rezoning request.

The subject property is in the Bee Creek Drainage Basin and drains to the Bee Creek Tributary. Detention may be required in accordance with the City of College Station's Watearth Timing Assessment with the future development, as well as TxDOT's drainage policies. Drainage and other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

Harvey Mitchell Parkway South is designated as a future six-lane Major Arterial on the Thoroughfare Plan and is currently constructed as a four-lane Major Arterial roadway with a two-way center turn lane. Traffic volumes from 2017 TxDOT counts on this section of Harvey Mitchell Parkway South were 15,835 vehicles per day. Funds have been budgeted for the City to install a traffic signal at the intersection with Dartmouth Street which is planned to occur over the coming year. A traffic impact analysis (TIA) was not required for the proposed request as the acreage amount falls below the threshold to require an analysis. The Preliminary Plan for the adjacent Bertrand Subdivision includes a proposed street along the shared eastern property line which is anticipated to be the means of access to Harvey Mitchell Parkway South.

5. **The marketability of the property:** The proposed rezoning creates a contiguous node of GC General Commercial with OV Corridor Overlay zoned property located near the intersection of Harvey Mitchell Parkway South and State Highway 6. Rezoning to allow commercial uses is anticipated to increase the marketability of the property.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Ordinance
2. Background Information
3. Vicinity Map, Aerial, and Small Area Map
4. Rezoning Exhibit
5. Applicant's Supporting Information
6. Rezoning Map

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 AFFECTING APPROXIMATELY 2.3 ACRES, GENERALLY LOCATED ON THE SOUTH SIDE OF HARVEY MITCHELL PARKWAY SOUTH, APPROXIMATELY 80 FEET EAST OF THE INTERSECTION WITH DARTMOUTH STREET FROM T TOWNHOUSE TO GC GENERAL COMMERCIAL WITH OV CORRIDOR OVERLAY; 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 14th day of November, 2019.

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 as follows:

The following property is rezoned from T Townhouse to GC General Commercial with OV Corridor Overlay:

FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR LEAGUE, Abstract No. 46 in College Station, Brazos County, Texas and being all of the called 2.2920 acre tract described in the deed from Chuck Ellison, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2545, Page 67 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of this tract, the southeast corner of a 90-foot wide City of College Station right-of-way tract described in Volume 1220, Page 78 (O.R.B.C.) and being in the northwest line of the 17.735 acre C.A. Bertrand tract recorded in Volume 305, Page 853 of the Brazos County Deed Records (B.C.D.R.), from whence a found concrete right-of-way marker bears S 62° 52' 08" E (called S 62° 50' 01" E - 119.57') at a distance of 119.38 feet for reference;

THENCE: S 43° 05' 09" W (called S 40° 54' 50" W - 223.59') along common line of this tract and the said 17.735 acre tract line for a distance of 225.02 feet to a found 1/2-inch iron rod for corner, said iron rod marking the south corner of this tract and the east corner of a 7.46 acre Baptist Church Loan Corp. tract described in Volume 1093, Page 512 (O.R.B.C.);

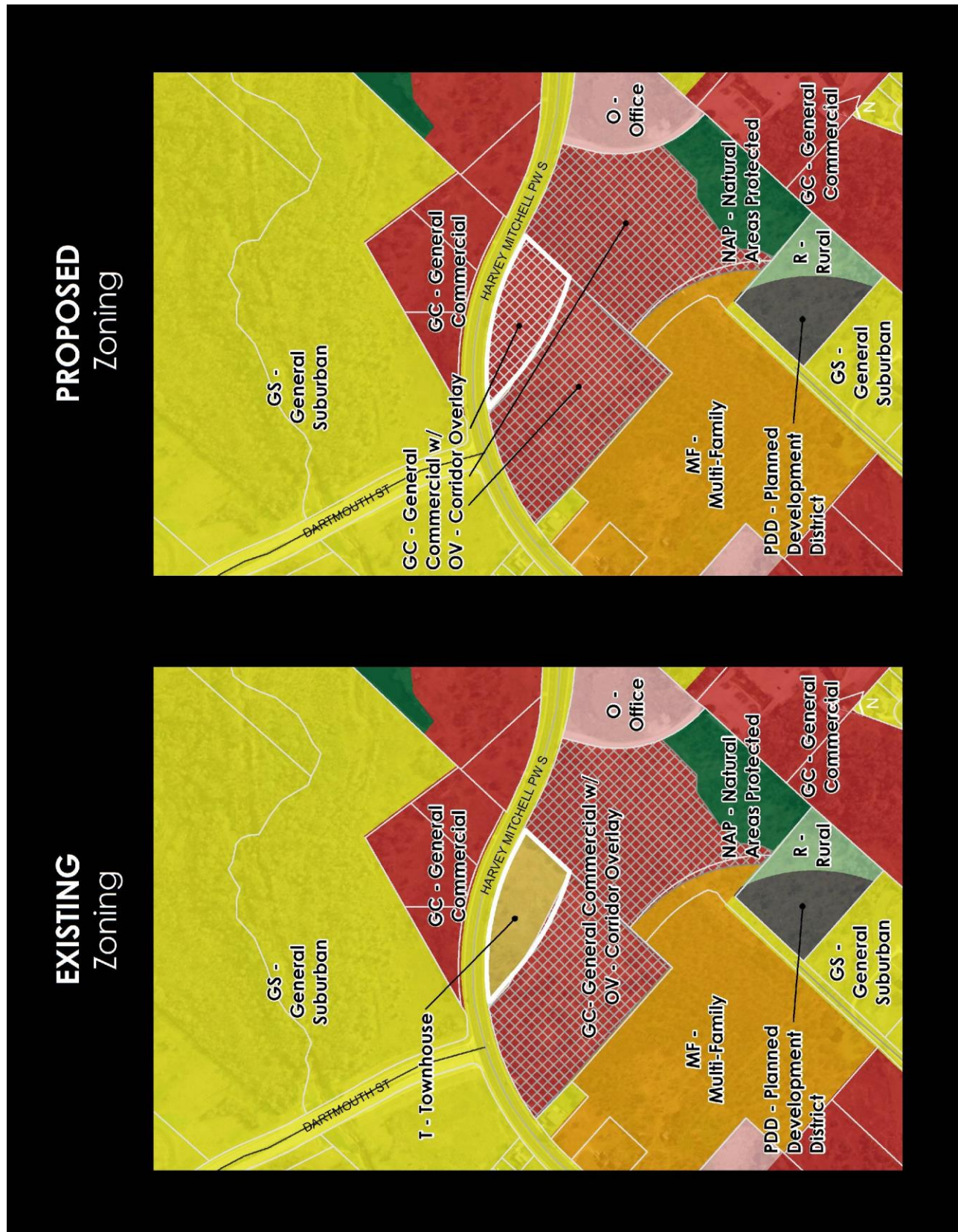
THENCE: 432.65 feet in a clockwise direction along the arc of a curve in the common line of this tract and the said 7.46 acre Baptist Church Loan Corp. tract, said curve having a central angle of 24° 47' 20", a radius of 1000.00 feet, a tangent of 219.76 feet and a long chord bearing N 61° 19' 03" W (called N 63° 29' 22" W) at a distance of 429.28 feet to a found 5/8-inch iron rod for the Point of Tangency;

THENCE: N 48° 55' 23" W (called N 51° 05' 57" W) continuing along the said common line for a distance of 141.50 feet to a found 1/2-inch iron rod for the west corner of this tract, said iron rod also marking the southwest corner of the said 1.53 acre right-of-way tract;

THENCE: 580.41 feet in a clockwise direction along the arc of a curve in the said 1.53 acre right-of-way tract (now F.M. 2818 and commonly known as Harvey Mitchell Parkway), said curve having a central angle of 34° 49' 19", a radius of 955.00 feet, a tangent of 299.48 feet and a long chord bearing S 80° 14' 41" E (called S 82° 26' 05" E - 572.13') at a distance of 571.52 feet to a 5/8-inch iron rod found for the Point of Tangency;

THENCE: S 62° 50' 01" E (chd. brg. called S 63° 48' 03" E - 81.96') along the before said right-of-way line for a distance of 82.81 feet to the POINT OF BEGINNING and containing 2.2895 acres of land, more or less.

Exhibit B



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 17, 2019
Advertised Council Hearing Date: November 14, 2019

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: None

Property owner notices mailed: 6
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Harvey Mitchell Pkwy South (6 Lane Major Arterial)	n/a	Harvey Mitchell Pkwy South (6 Lane Major Arterial)
South	General Commercial	GC General Commercial and OV Corridor Overlay	Vacant
East	General Commercial	GC General Commercial and OV Corridor Overlay	Vacant
West	Urban	GC General Commercial and OV Corridor Overlay	Vacant

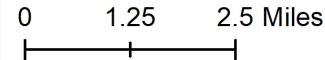
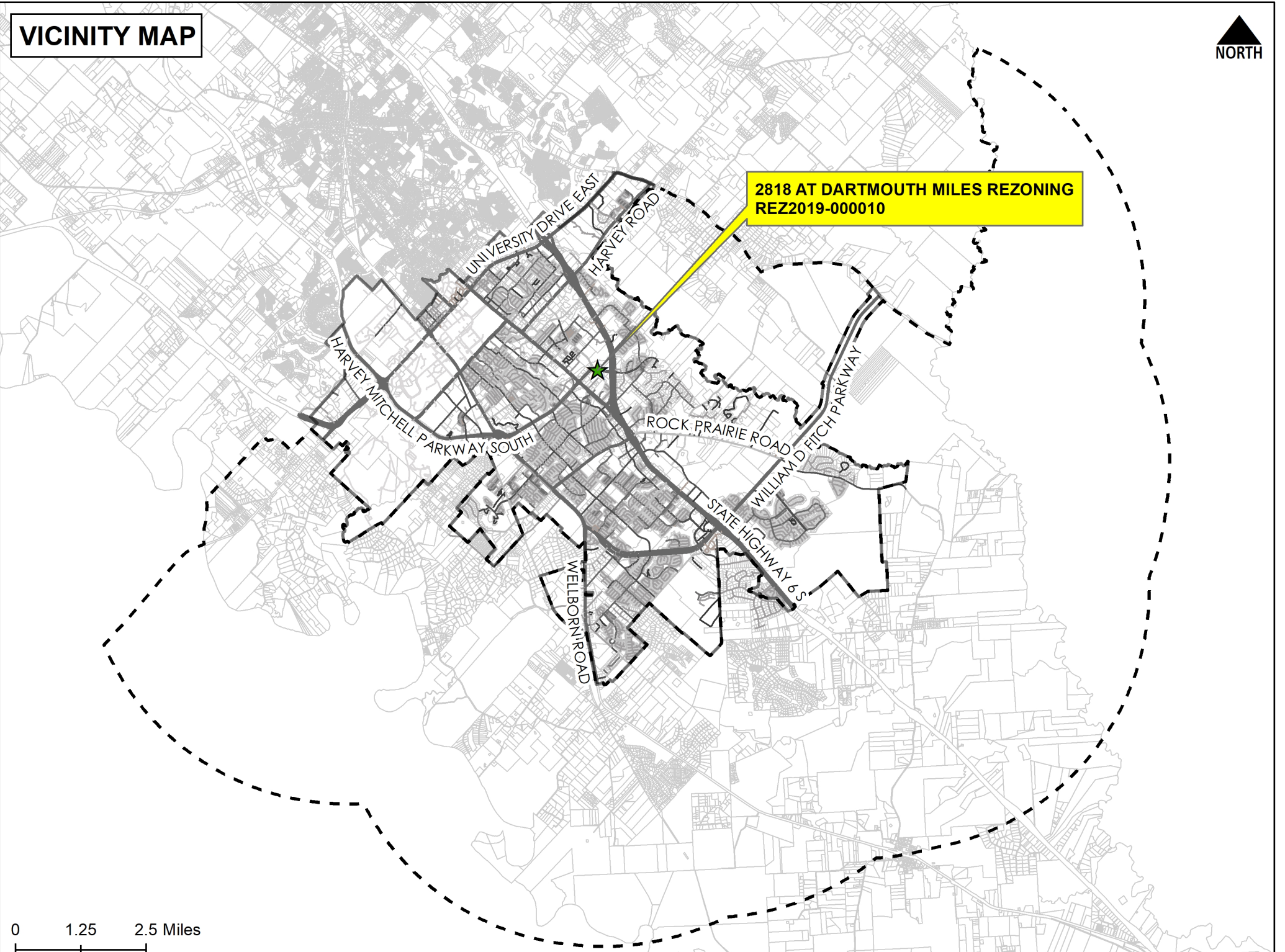
DEVELOPMENT HISTORY

Annexation: 1971
Zoning: R-1 Single-Family Residential upon annexation (1971)
Rezoned from R-1 to R&D Research and Development (1998)
Rezoned from R&D to T Townhouse (2014)
Final Plat: Unplatted
Site development: Undeveloped

VICINITY MAP



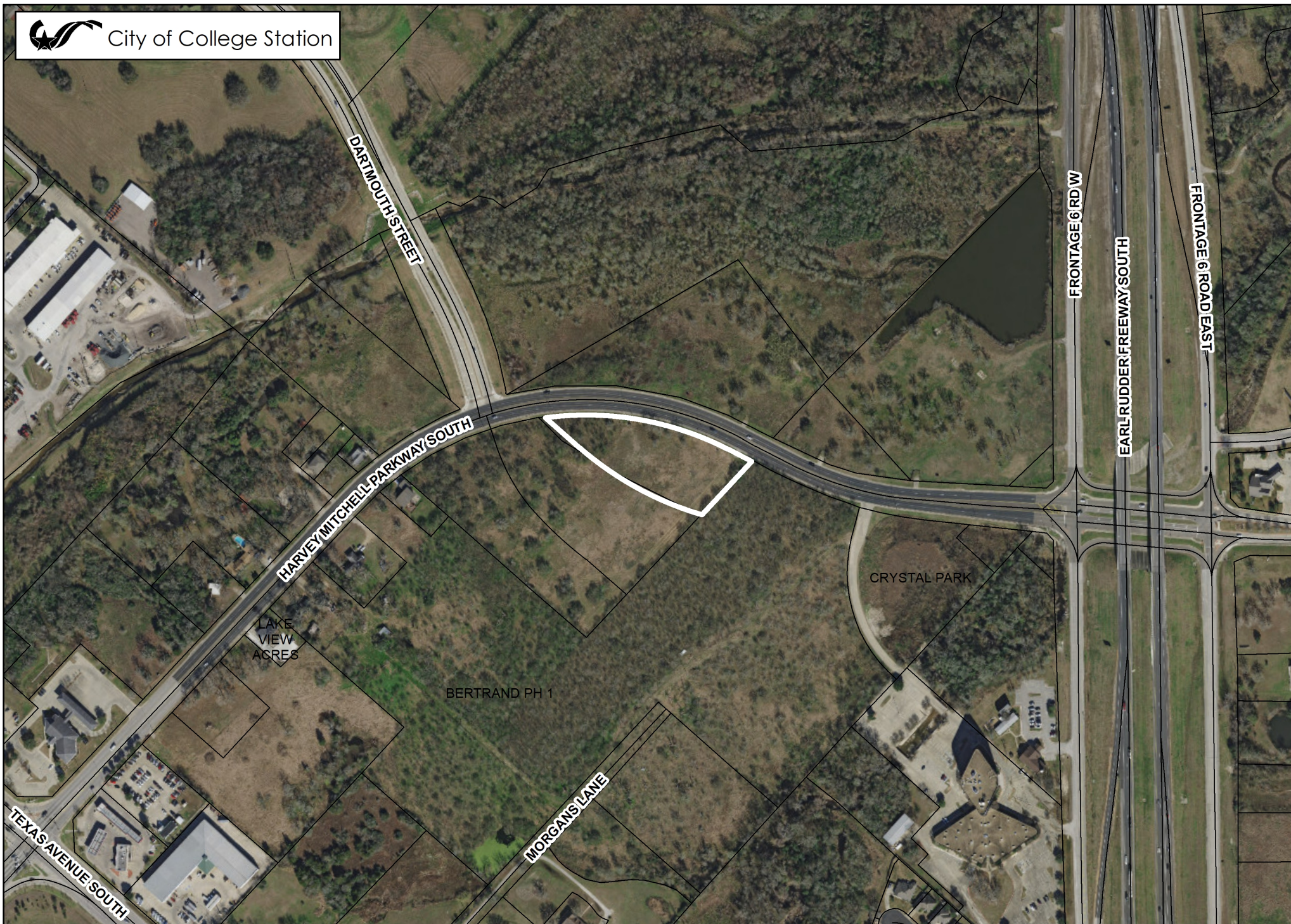
**2818 AT DARTMOUTH MILES REZONING
REZ2019-000010**



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.



City of College Station



0 385 770 Feet

2818 AT DARTMOUTH
MILES REZONING

Case:
REZ2019-000010

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



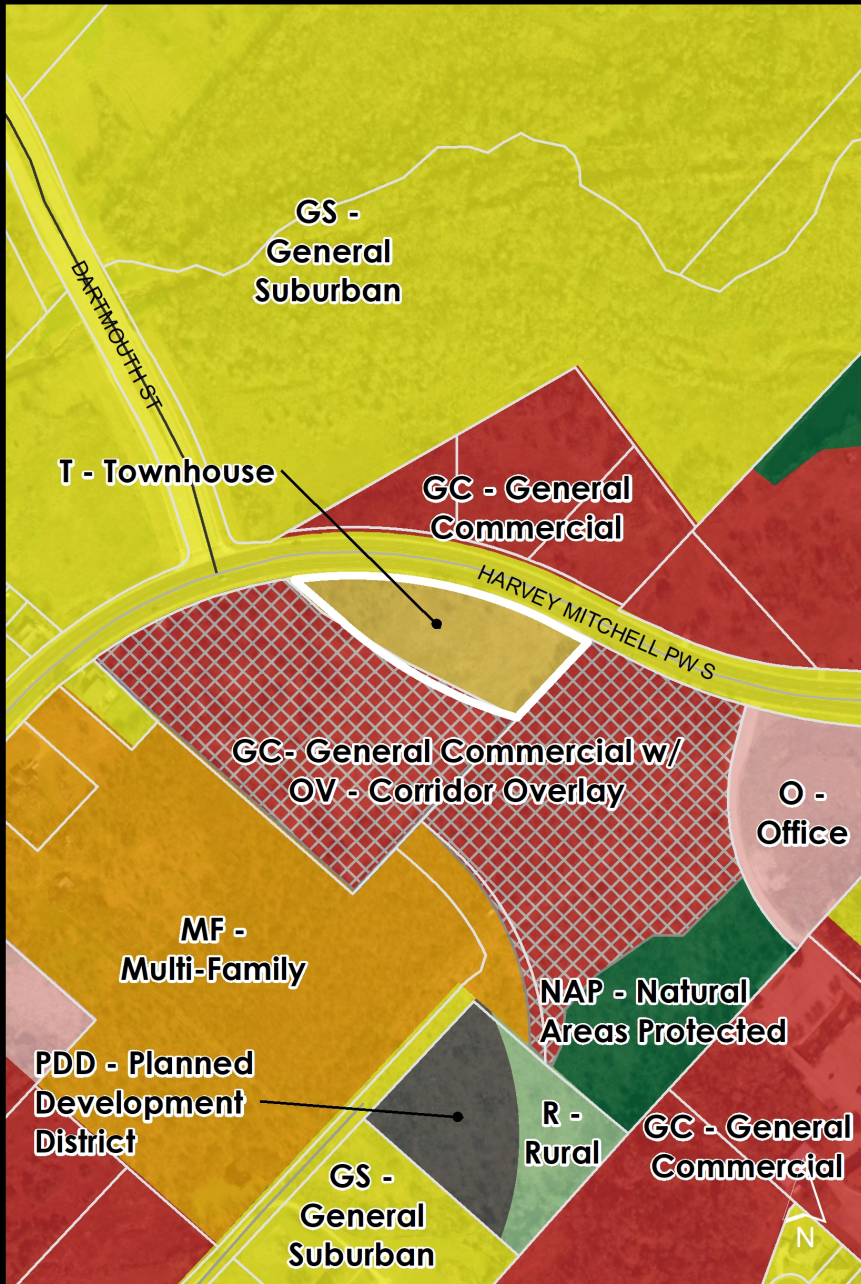
0 385 770 Feet

**2818 AT DARTMOUTH
MILES REZONING**

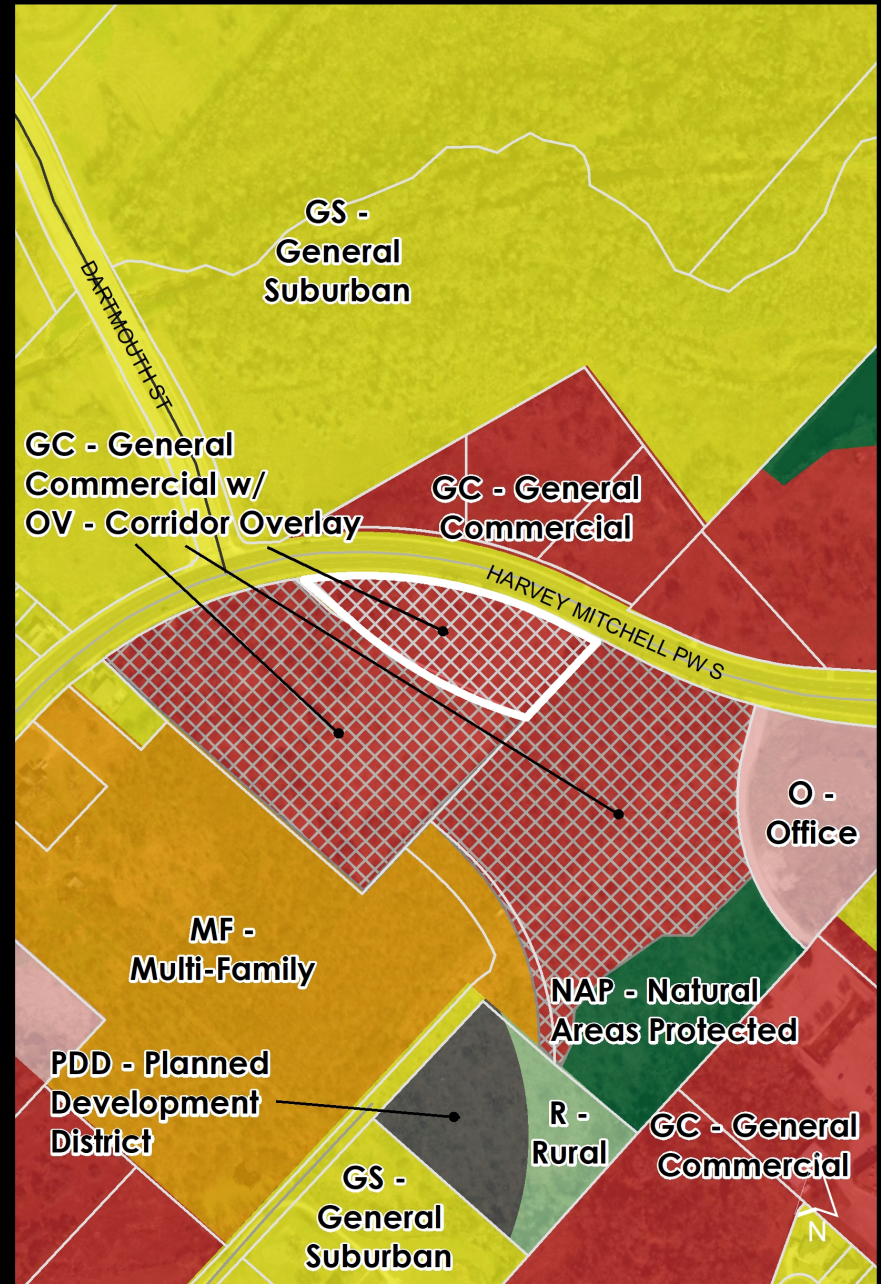
Case:
REZ2019-000010

REZONING

EXISTING Zoning



PROPOSED Zoning





REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: 2818 AT DARTMOUTH MILES REZONING

Address: N/A

Legal Description: A004601, M RECTOR (ICL), TRACT 152, 0.432 ACRES

Total Acreage: 2.2895

Applicant:: BO MILES

Property Owner: MILES CONSTRUCTION & DEVELOPME

List the changed or changing conditions in the area or in the City which make this zone change necessary.

As College Station has grown this area has moved from a residential area to a commercial area. This property would better serve College Station with the zoning of General Commercial.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

This property is not currently very well suitable for Townhome zoning as townhomes could not fit very well due to the shape and size of the property.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Once rezoned, this property will be suitable for retail space, bringing business to the area. This property works well for retail space due to the shape and size of the property.

Explain the suitability of the property for uses permitted by the current zoning district.

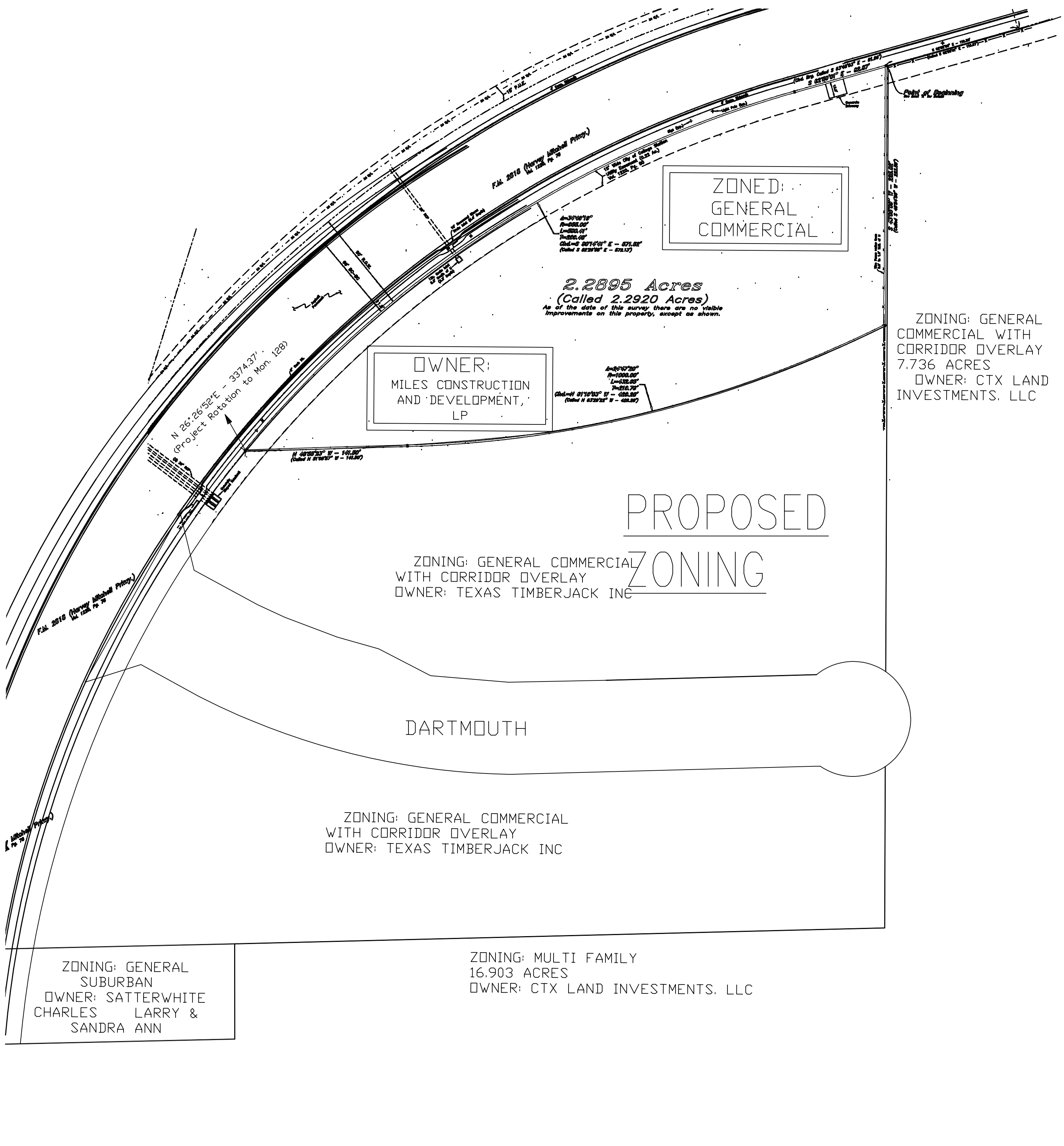
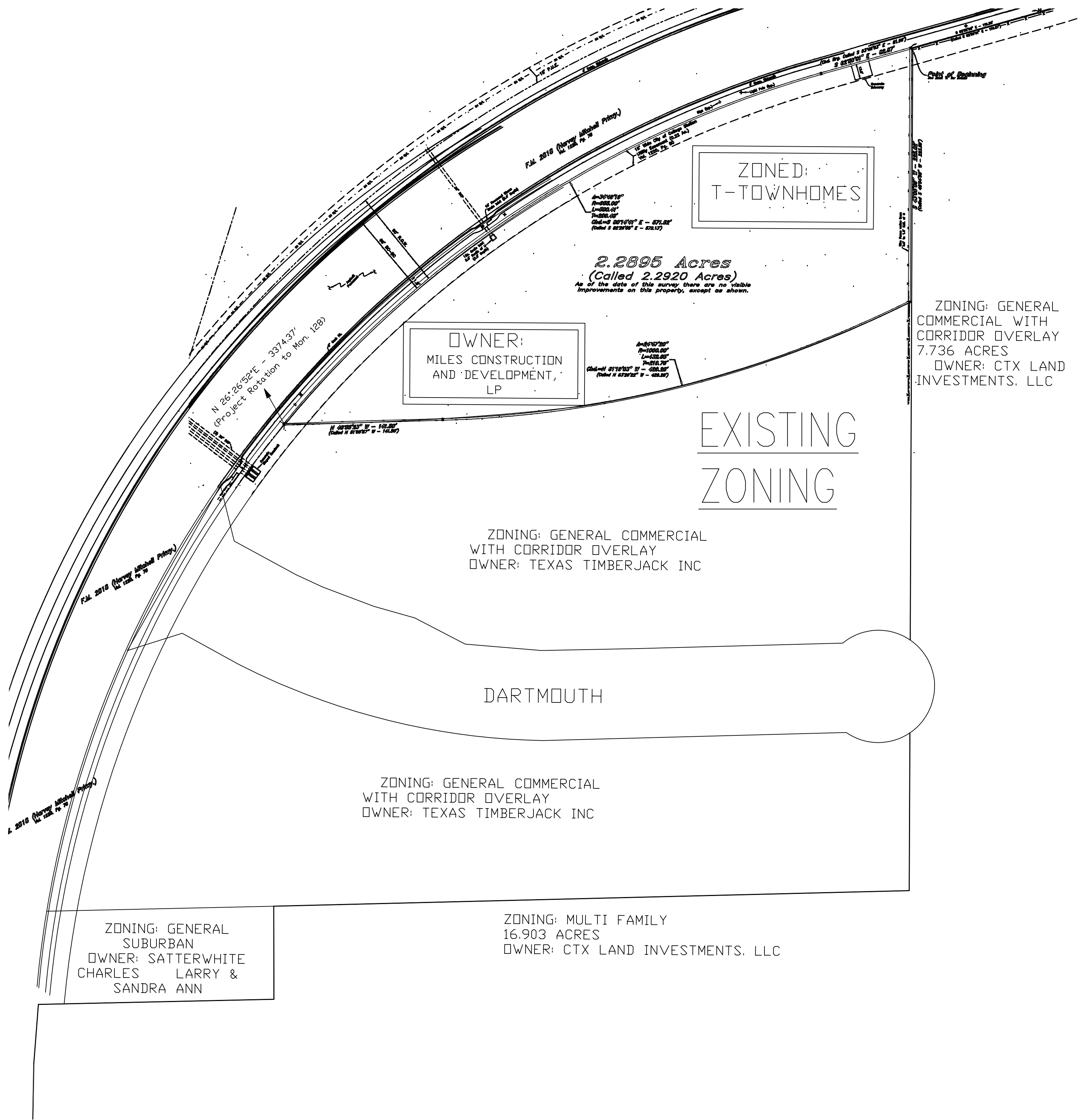
Once rezoned, this property will be suitable for retail space, bringing business to the area. This property works well for retail space due to the shape and size of the property.

Explain the marketability of the property for uses permitted by the current zoning district.

Currently this property is not very marketable as townhome. This is due to the saturation of the housing market in College Station. As a growing town, retail would be very marketable to the area.

List any other reasons to support this zone change.

None



FIELD NOTES

Being all that certain tract or parcel of land lying and being situated in the MORROW RECTOR LEAGUE, Abstract No. 48 in College Station, Brazos County, Texas and being all of the called 2.2820 acre tract described in the deed from Chuck Eileen, Trustee for the Dartmouth Joint Venture to Stacy Diane Tremont Trust #1 recorded in Volume 2845, Page 87 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the east corner of this tract, the southeast corner of a 80-foot wide City of College Station right-of-way tract described in Volume 1220, Page 78 (O.R.B.C.) and being in the northwest line of the 17.735 acre C.A. Bertrand tract recorded in Volume 305, Page 833 of the Brazos County Deed Records (B.C.D.R.), from whence a found concrete right-of-way marker bears S 82° 03' 08" E (called S 82° 50' 01" E - 118.57') at a distance of 118.58 feet for reference;

THENCE: S 43° 05' 08" W (called S 40° 54' 50" W - 223.58') along common line of this tract and the said 17.735 acre tract line for a distance of 223.02 feet to a found 1/2-inch iron rod for corner, said iron rod marking the south corner of this tract and the east corner of a 7.48 acre Baptist Church Loan Corp. tract described in Volume 1083, Page 512 (O.R.B.C.);

THENCE: 432.85 feet in a clockwise direction along the arc of a curve in the common line of this tract and the said 7.48 acre Baptist Church Loan Corp. tract, said curve having a central angle of 24° 47' 20", a radius of 1000.00 feet, a tangent of 219.78 feet and a long chord bearing N 81° 18' 03" W (called N 83° 25' 22" W) at a distance of 423.25 feet to a found 5/8-inch iron rod for the Point of Tangency;

THENCE: N 45° 55' 23" W (called N 51° 03' 57" W) continuing along the said common line for a distance of 141.50 feet to a found 1/2-inch iron rod for the west corner of this tract, said iron rod also marking the southwest corner of the said 1.33 acre right-of-way tract;

THENCE: 550.41 feet in a clockwise direction along the arc of a curve in the said 1.33 acre right-of-way tract (now F.M. 2818 and commonly known as Harvey Mitchell Parkway), said curve having a central angle of 34° 46' 18", a radius of 855.00 feet, a tangent of 299.40 feet and a long chord bearing S 80° 14' 41" E (called S 82° 26' 00" E - 572.13') at a distance of 571.52 feet to a 5/8-inch iron rod found for the Point of Tangency;

THENCE: S 82° 50' 01" E (chd. bng. called S 83° 46' 03" E - 81.86') along the belineal right-of-way line for a distance of 82.81 feet to the POINT OF BEGINNING and containing 2.2895 acres of land, more or less.

LEGAL DESCRIPTION: A004601, M RECTOR (ICL), TRACT 53

- * This property does not lie within the 100 year special flood hazard area per FEMA Firm Map 48041C0310F(revised on April 2, 2014) of Brazos County, Texas and Incorporated areas.
- * Note the Blanket Public Utility Easement on property, Recorded in Vol. 13509, Page 198.

Legend

- 36" W/L --- 24" W/L --- 24" W/L --- Existing Water Line w/ size
- x --- x --- x --- Wire Fence
- BC-BC Back of Curb to Back of Curb
- P.U.E. Public Utility Easement
- R.O.W. Right-of-Way
- x Light Pole
- ⊕ Storm Drain Manhole
- ⊕ Traffic Sign
- ⊙ 5/8" Iron Rod Found
- ⊙ 1/2" Iron Rod Found
- Cone. R.O.W. Marker Found



MILES
CONSTRUCTION
979-774-0123
MILESCONSTRUCTION@GMAIL.COM
210-584-2751
MILESCO.OFFICE@GMAIL.COM

REVISIONS	
REVISION NUMBER	REVISION DATE
2	9/6/19

2818 AT DARTMOUTH - MILES
2.2895 ACRE TRACT OF LAND

1 REZONE
1 0 MAP
0



Legislation Details (With Text)

File #:	19-0562	Version:	2	Name:	Eye Trends Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	10/7/2019	In control:		In control:	City Council Regular
On agenda:	11/14/2019	Final action:			
Title:	Public Hearing, presentation, discussion, and possible action 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 R Rural to SC Suburban Commercial and NAP Natural Areas Protected for approximately 1.6 acres, being the Gandy Subdivision, Block 1, Lot 2, generally located at the south corner of the intersection of Graham Road and Longmire Drive.				
Sponsors:	Justin Constantino				
Indexes:					
Code sections:					
Attachments:	Ordinance Background Information Vicinity Map, Aerial, and Small Area Map Rezoning Exhibit Applicant's Supporting Information Rezoning Map				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix "A", "Unified Development Ordinance," 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 R Rural to SC Suburban Commercial and NAP Natural Areas Protected for approximately 1.6 acres, being the Gandy Subdivision, Block 1, Lot 2, generally located at the south corner of the intersection of Graham Road and Longmire Drive.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendations: The Planning and Zoning Commission heard this item at their October 3, 2019 meeting and voted 6-0 to recommend approval of the amendment. Staff recommends approval.

Summary: The applicant is requesting to rezone the subject property from R Rural to SC Suburban Commercial and NAP Natural Areas Protected. The subject property is bounded on the northwest by Graham Road, on the east by Longmire Drive, and on the south by the International Leadership of Texas public charter school. Lick Creek runs along the south side of the subject property and the adjacent charter school. A significant portion of the subject property contains an existing private drainage easement that covers the 100-year water surface elevation of Lick Creek. The proposed NAP Natural Areas Protected zoning designation follows the boundary line of the drainage easement. It is the applicant's intent to develop the SC Suburban Commercial portion of the subject property as an optometry office.

REVIEW CRITERIA

- 1. Whether the proposal is consistent with the Comprehensive Plan:** The subject property is

designated as Suburban Commercial and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The Suburban Commercial land use designation is generally for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of these structures is compatible with surrounding single-family residential neighborhoods. The Natural Areas Reserved land use designation is for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers.

Properties to the east, across Longmire Drive, and the charter school to the south are also designated as Suburban Commercial and Natural Areas Reserved. The Natural Areas Reserved designation follows the general path of Lick Creek. The property to the north across the intersection of Graham Road and Longmire Drive is also designated as Suburban Commercial. The property to the northwest across Graham Road is designated as Medical Use with a small portion of Natural Areas Reserved along Lick Creek. The subject property and surrounding area are also within the Spring Creek District, which is generally the area located along State Highway 6 near the Rock Prairie Road interchange and the Spring Creek Business Park. This area includes the major medical centers of Baylor Scott & White Medical Center, College Station Medical Center (The Med), as well as a number of other medical related facilities and a master planned, City-owned business park. The focus of development in this area should be linking current and future medical facilities into a cohesive district which incorporates the natural features of Lick Creek and Spring Creek into the design of the district. The request to rezone the property from R Rural to SC Suburban Commercial and NAP Natural Areas Protected is consistent with the Comprehensive Plan.

- 2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:** A more intense use is desirable at the intersection of Graham Road and Longmire Drive, which are both classified as Two-Lane Major Collectors. The nearby properties along Graham Road to the west, and to the north across the intersection of Graham Road and Longmire Drive are vacant and zoned GC General Commercial. These properties were zoned GC General Commercial in 2007 but have yet to be developed. The property to the east, across Longmire Drive, was rezoned in 2015 to SC Suburban Commercial and NAP Natural Areas Protected. Staff is separately reviewing plans for a retail shopping center on this property. The property to the south is the charter school, which is zoned R Rural. The R Rural designation is appropriate for public facilities, such as the school. Based on the context of the surrounding area, the uses permitted by the proposed SC Suburban Commercial zoning district are appropriate. The proposed change in zoning will allow more intense development, including medical uses, which helps attain the goals of the Comprehensive Plan and Spring Creek District.
- 3. Whether the property to be rezoned is physically suitable for the proposed zoning district:** The location and small size of the subject property is suitable for a smaller commercial use that is compatible with the surrounding neighborhood. The property has frontage to both Graham Road and Longmire Drive. The driveway location for the proposed development will be finalized during the site planning process, and should be located along Graham Road as far away from the intersection as possible. A driveway along Longmire Drive will not be permitted as it does not meet minimum spacing requirements. According to the FEMA flood insurance rate map (Community No. 480083, Panel No. 0310F, Map No. 48041C0310F, effective date: April 2, 2014), the subject property does not lie within the FEMA 100-year regulated floodplain. However, a recent flood study conducted in 2017 delineates the approximate 100-year floodplain (100-year water surface elevation of Lick Creek) on the subject property which is encompassed by an existing private drainage easement. The proposed NAP Natural Areas Protected designation follows the boundaries of the drainage easement. Any development on site will be limited to the SC Suburban Commercial zoned portion of the property.
- 4. Whether there is available water, wastewater, stormwater, and transportation facilities generally**

suitable and adequate for uses permitted by the proposed zoning district: Water and wastewater will be served by College Station Utilities. There is sufficient capacity for the proposed use based on utility demands provided by the applicant. However, there may be capacity concerns with a development of higher intensity and sanitary sewer improvements may be needed for a more intense use. Utility demands are required during the site planning process and will be evaluated by Water Services at that time. All other infrastructure appear to have adequate capacity to serve the proposed rezoning.

The subject property is in the Lick Creek Drainage Basin and drains to Lick Creek. Detention will be required with site development. As stated previously, a significant portion of the property contains an existing private drainage easement that encompasses the approximate 100-year flood plain according to a recent flood study. The proposed NAP Natural Areas Protected zoning designation follows the boundary line of the existing private drainage easement. Detention ponds and other required infrastructure with the site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

Both Graham Road and Longmire Drive are classified as Two-Lane Major Collectors on the Thoroughfare Plan and are already constructed to that standard. A traffic impact analysis was not required for the proposed request as the anticipated traffic generation falls below the threshold to require an analysis.

- 5. The marketability of the property:** The proposed rezoning would allow for SC Suburban Commercial uses at the south intersection of Graham Road and Longmire Drive (Two-Lane Major Collectors), which are compatible with the surrounding neighborhoods. This rezoning request is anticipated to increase the marketability of the property. While the SC Suburban Commercial zoning district allows for a variety of uses, the applicant plans to develop the property as an optometrist office.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Ordinance
2. Background Information
3. Vicinity Map, Aerial, and Small Area Map
4. Rezoning Exhibit
5. Applicant's Supporting Information
6. Rezoning Map

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 AFFECTING APPROXIMATELY 1.62 ACRES, GENERALLY LOCATED AT THE SOUTH CORNER OF THE INTERSECTION OF GRAHAM ROAD AND LONGMIRE DRIVE FROM R RURAL TO SC SUBURBAN COMMERCIAL AND NAP NATURAL AREAS PROTECTED; 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 14th day of November, 2019.

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 as follows:

The following property is rezoned from R Rural to SC Suburban Commercial and NAP Natural Areas Protected.

Exhibit A

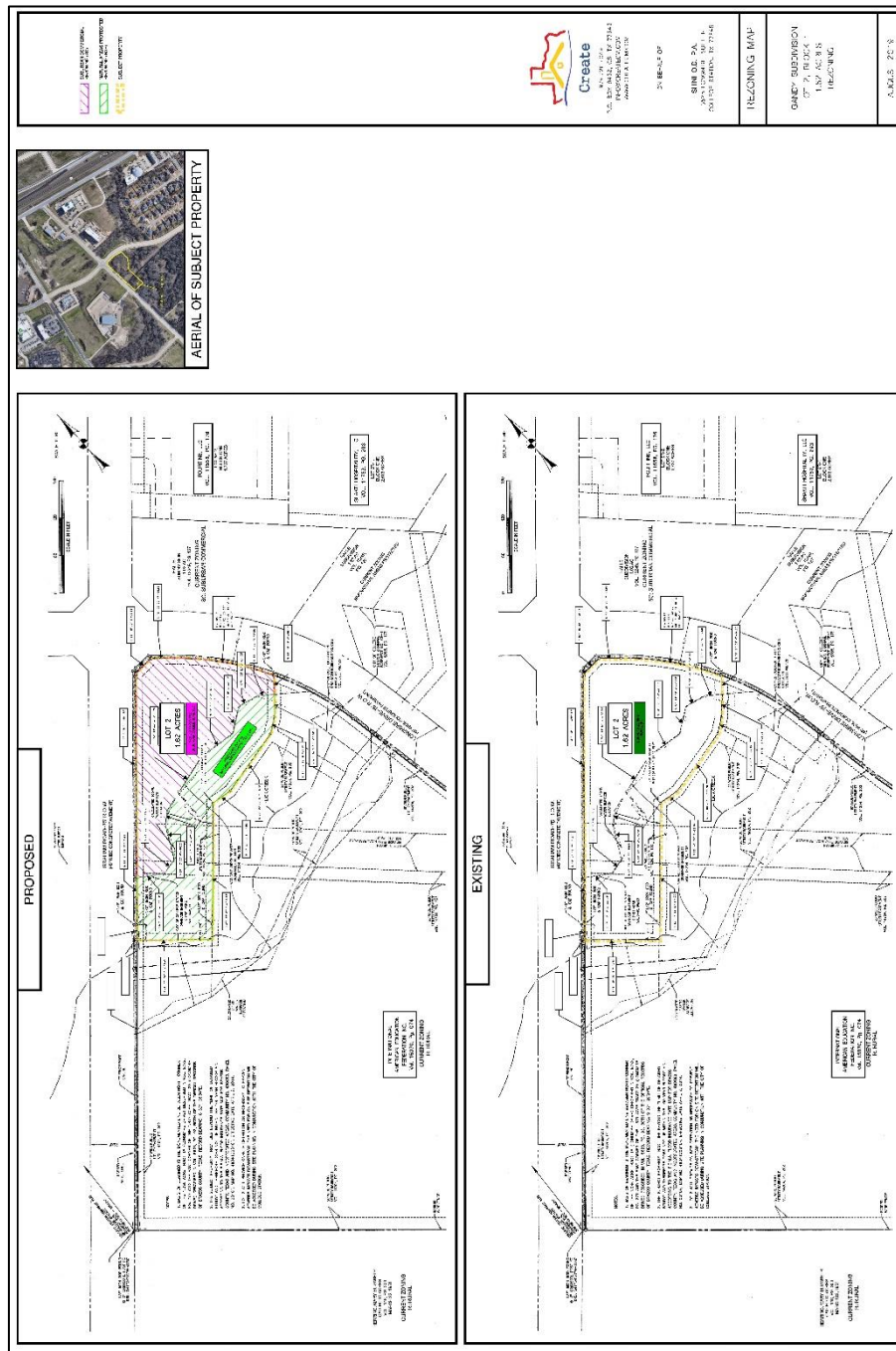
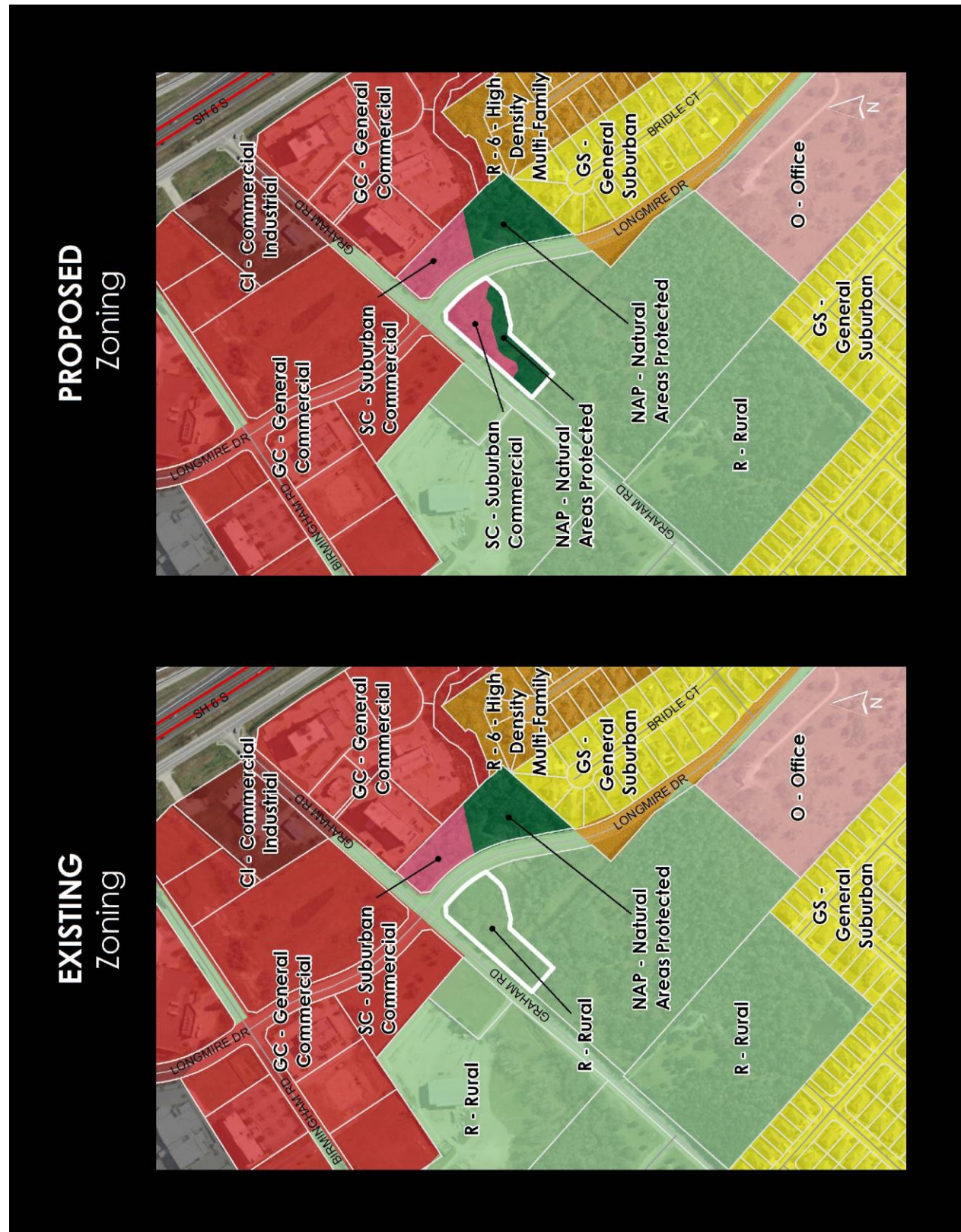


Exhibit B



BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 3, 2019
Advertised Council Hearing Date: November 14, 2019

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:

Bridle Gate Estates

Property owner notices mailed: 7
Contacts in support: None at the time of this report
Contacts in opposition: 1
Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Graham Road (2 Lane Major Collector)	n/a	Graham Road (2 Lane Major Collector)
South	Suburban Commercial & Natural Areas Reserved	R Rural	Public Facility, (International Leadership of Texas, public charter school)
East	Longmire Drive (2 Lane Major Collector)	n/a	Longmire Drive (2 Lane Major Collector)
West	Graham Road (2 Lane Major Collector)	n/a	Graham Road (2 Lane Major Collector)

DEVELOPMENT HISTORY

Annexation: 1993
Zoning: R Rural upon annexation (1993)
Final Plat: Gandy Subdivision (2017)
Site development: Undeveloped

VICINITY MAP



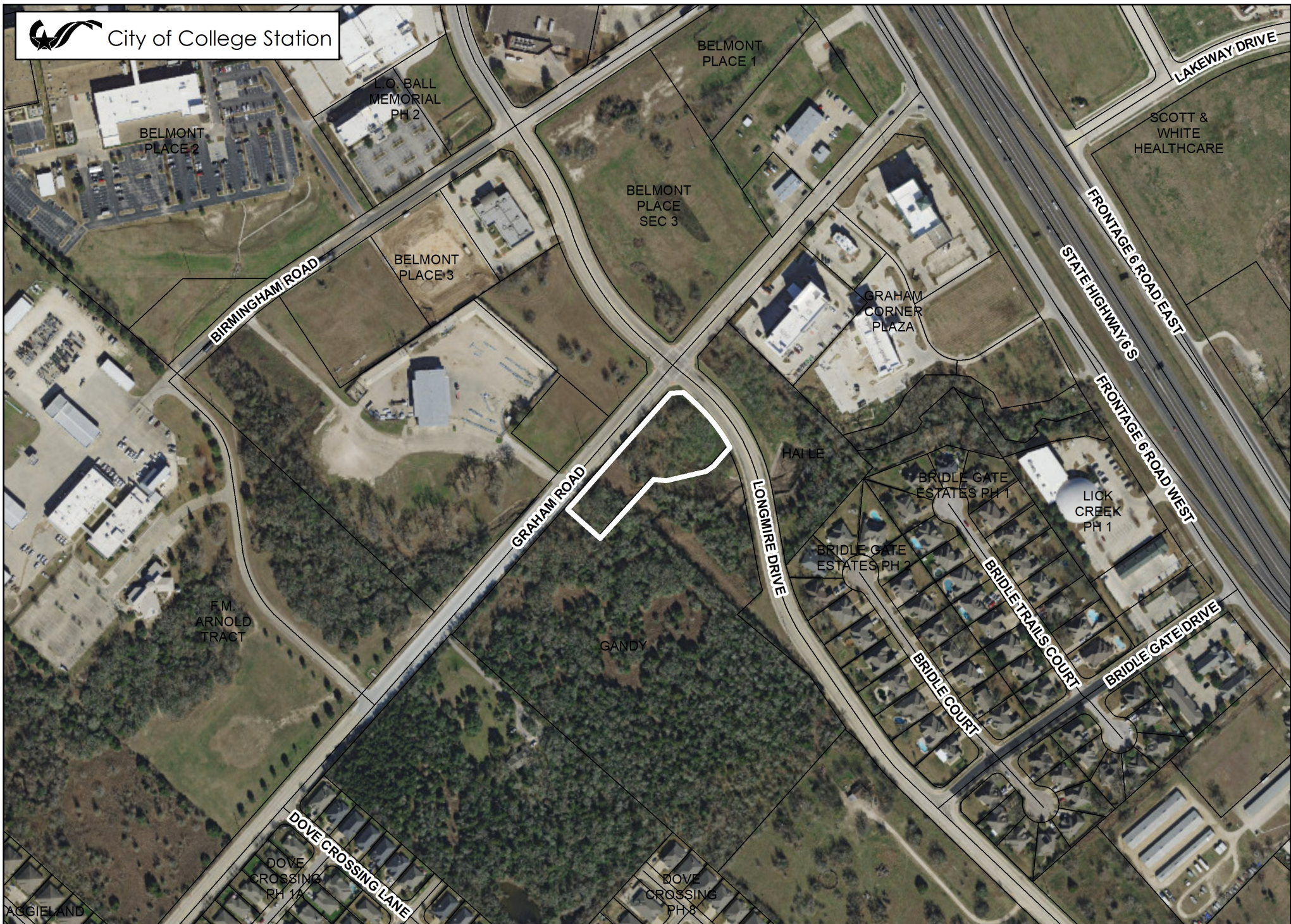
**EYE TRENDS OPTOMETRY
REZ2019-000009**

0 1.25 2.5 Miles

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



City of College Station

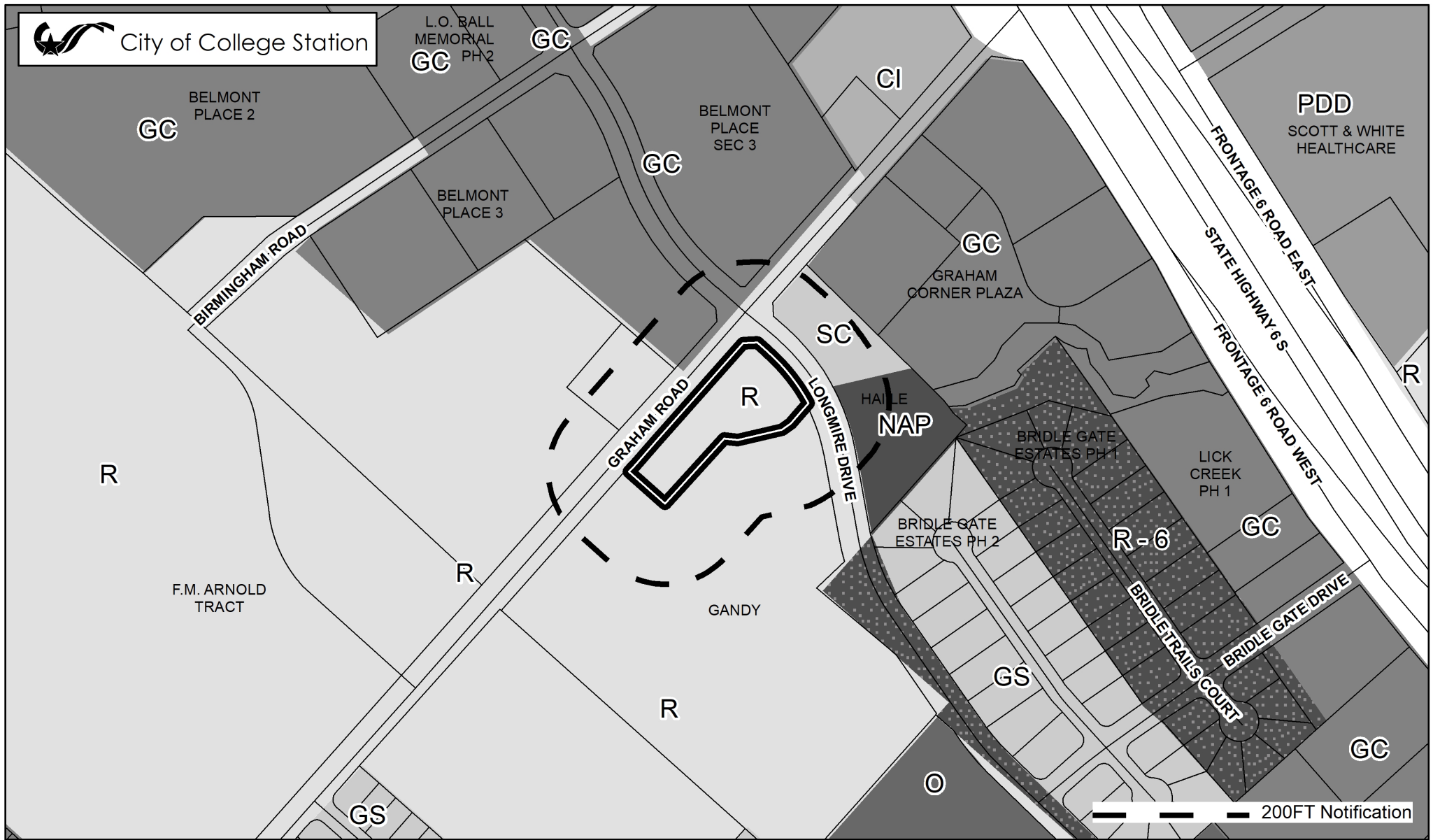


0 340 680 Feet

EYE TRENDS OPTOMETRY

Case:
REZ2019-000009

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
KO	Krenek Tap Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



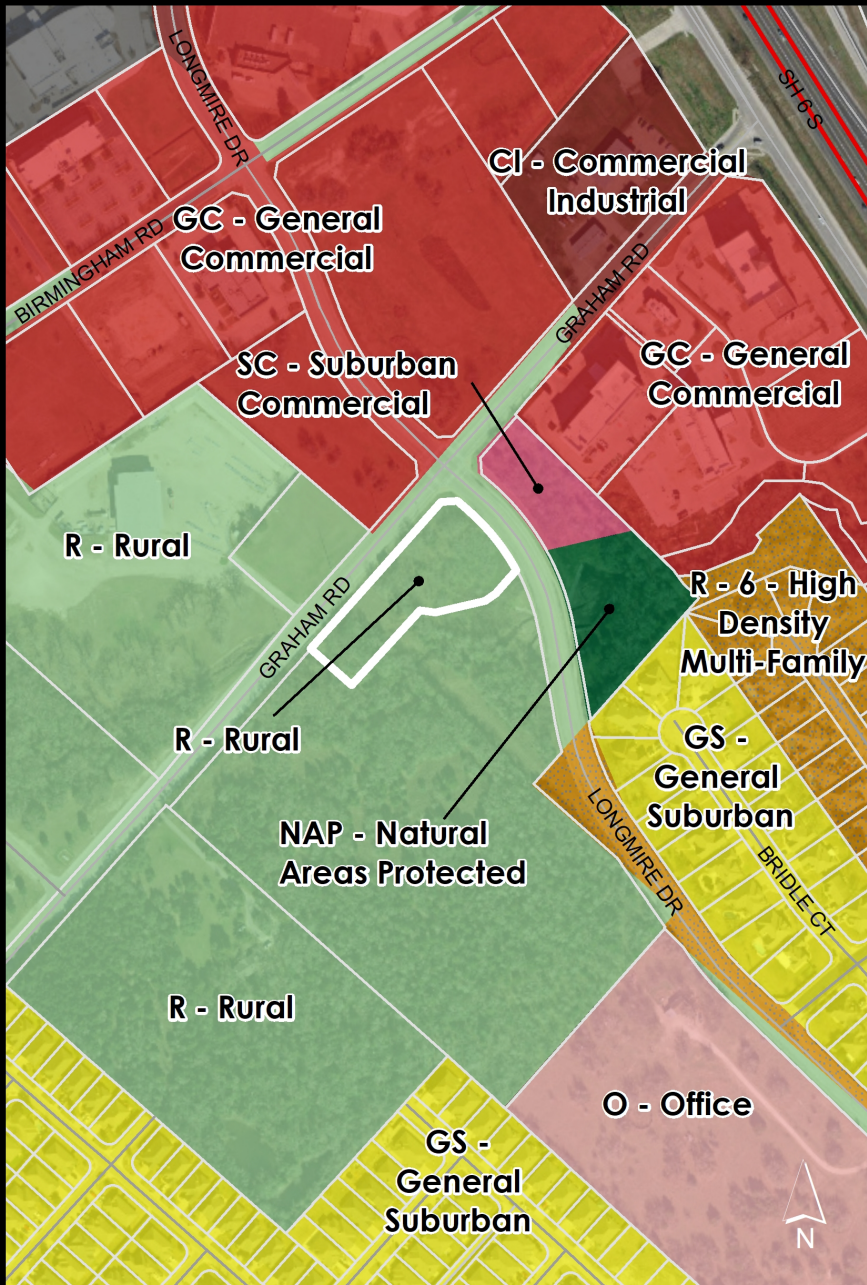
0 340 680 Feet

EYE TRENDS OPTOMETRY

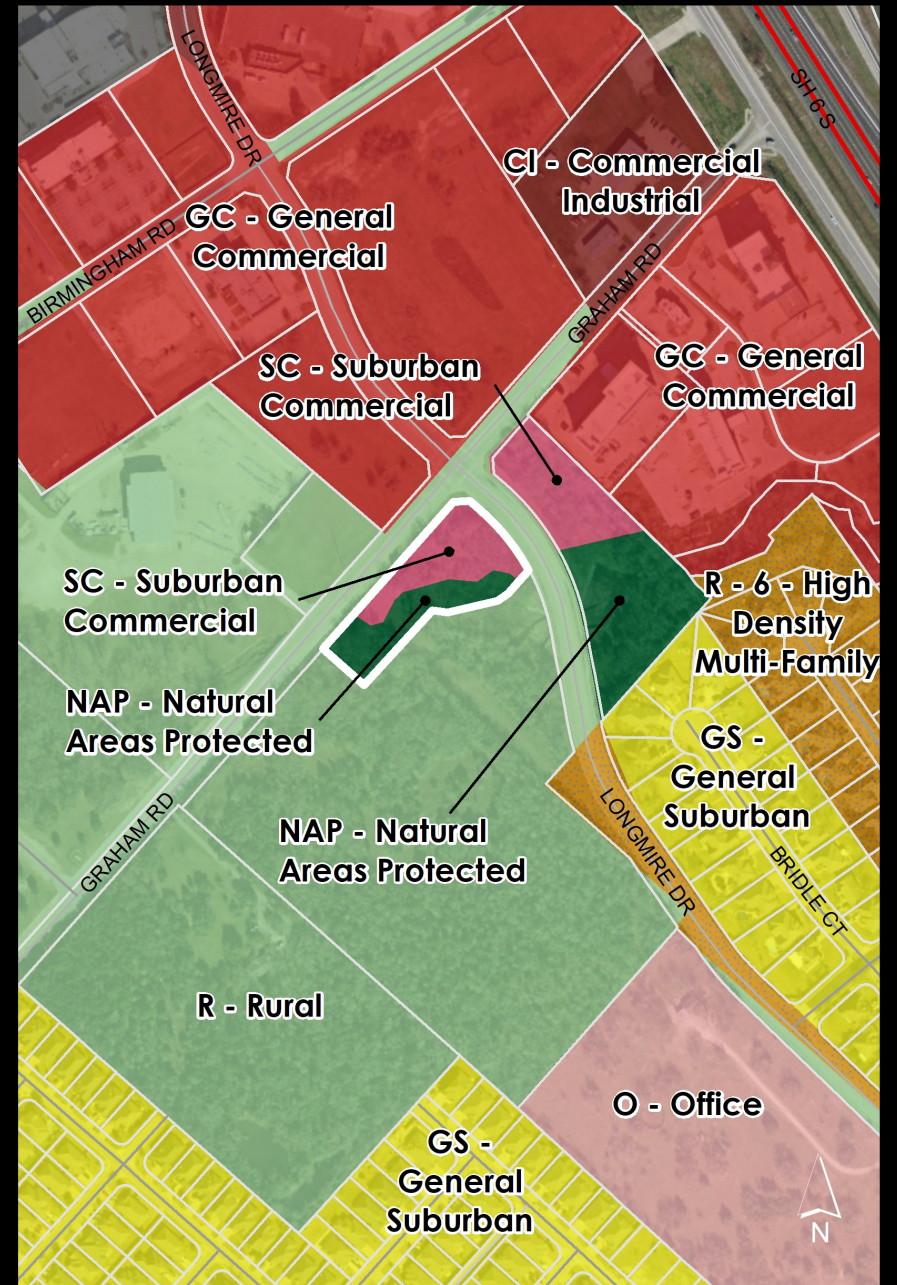
Case:
REZ2019-000009

REZONING

EXISTING Zoning



PROPOSED Zoning





REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: EYE TRENDS OPTOMETRY
Address:
Legal Description: GANDY, BLOCK 1, LOT 2
Total Acreage: 1.62
Applicant: ZACH PINONES, CREATE CONSTRUCTION LLC

Area Conditions:

The area is currently zoned Rural (R). Rezoning should be required to move forward with the development of the property consistent with the future use, as determined by Planning & Development.

Compatibility:

The subject property is located between residential homes and commercial areas. Suburban Commercial (SC) & Natural Areas Protected (NAP) rezoning may serve as a small buffer and soften the transition between the commercial and residential areas, limiting nuisance to homeowners. The limited commercial use, as defined by Suburban Commercial (SC), and the physically limited building size will attract low-impact businesses that will also directly service the nearby residents, such as an optometry office.

Comprehensive Plan:

This rezoning is compatible with the Comprehensive Plan; the future plan lists the property zoning as Suburban Commercial (SC) & Natural Areas Protected (NAP).

Rezoning Suitability:

The property is suitable for the requested rezoning. For the intended use, all necessary utilities are reasonably accessible from the site and the property is favorably located near the intersection of Graham Road and Longmire Drive. Electrical power service is located on site and accessible via overhead power lines. Sanitary sewer connections are available south of the project site. Water service is accessible via a bore underneath Graham Road to a 12" waterline across the street. Site detention will be required and will be assessed during site planning. Though flow calculations will be finalized during site planning, the architect and developer expect no more than a 1" water line and a 4" sewer line to servicing a 4,000 - 5,000 square foot optometry office. Electrical loads should not exceed 400A and may be as low as 200A.

Current Suitability:

The current zoning is Rural (R) is no longer an accurate representation for the area. Rural (R) would suggest low-density, large acreage, and limited public infrastructure. Due to these constraints, development opportunities in Rural (R) areas are limited. However, since this is no longer representative of the area, rezoning consistent with the future plan and existing infrastructure should be expected.

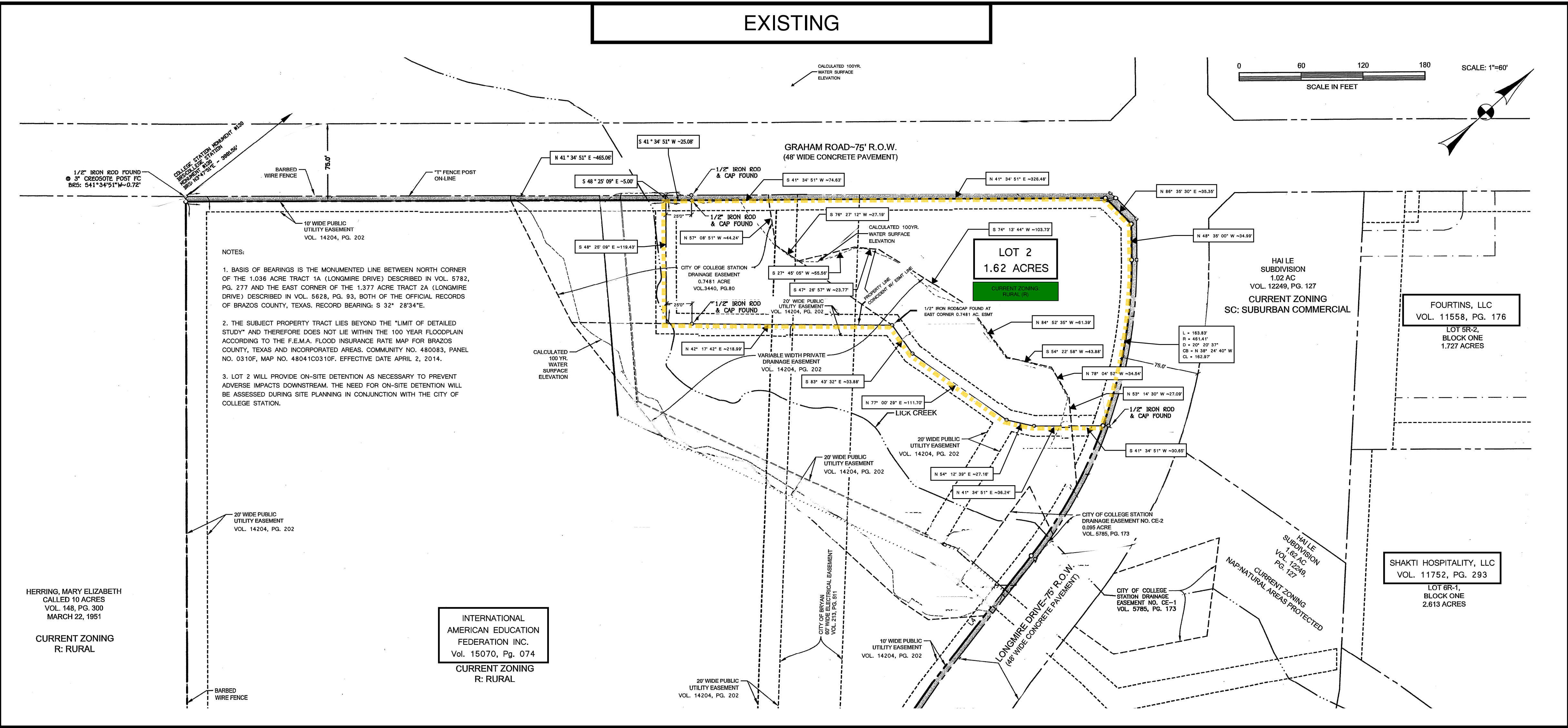
Property Marketability:

The subject property is best suited for a small single-use suburban commercial facility, such as a small optometry office. The size and proximity of this intersection is not favorable to any residential development. However, these conditions are highly favorable for commercial developments. Suburban Commercial (SC) properties limit the size of the structures and type of businesses to be compatible with the nearby neighborhoods. Given the size, shape, and location of this property, Suburban Commercial (SC) and Natural Areas Protected (NAP) zoning will best suit the community's needs in this area.

Other Reasons:

We believe that, if granted this rezoning request, the local residents and businesses in the area will benefit greatly from the aesthetics and services attracted by this property and future building. Through collaboration with the City of College Station, the owner's vision for the property will positively shape the aesthetics of the area and create access to optometry services for the residents.

PROPOSED



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AUGUST 2019