



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, January 11, 2018

6:00 PM

City Hall Council Chambers

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

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

Consent Agenda

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

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

- 2a. [18-0001](#) Presentation, possible action, and discussion of minutes for:
 - December 14, 2017 Workshop
 - December 14, 2017 Regular

Sponsors:

Smith

Attachments:

[WKSHP121417 DRAFT Minutes](#)

[RM121417 DRAFT Minutes](#)

- 2b. [17-0759](#) Presentation, possible action, and discussion on approval of a change order in the amount of \$55,043 for the addition or modification of facilities relating to ADA compliance and other types of improvements

relating to a construction contract awarded to Acklam Construction Company in the amount of \$977,391.30 for improvements within the Barracks Parks.

Sponsors:

Schmitz

Attachments:

[Revised Change Order 2](#)

2c. [17-0763](#)

Presentation, possible action, and discussion regarding approval of a contract with Palasota Contracting, LLC for electric conduit bores across TXDOT right-of-ways in the amount of \$486,761.

Sponsors:

Crabb

Attachments:

[Tabulation](#)

[Hwy 6 at Gateway Blvd](#)

[Hwy 6 at Ponderosa Dr](#)

[Wellborn at HEB Site](#)

2d. [17-0766](#)

Presentation, possible action, and discussion on the purchase of three (3) Police motorcycles from The Ranch Harley Davidson (College Station, TX) for the amount of \$61,204.50 plus an additional one year extended warranty for \$2,754 and the trade in of three existing 2015 Harley Davidson Road King motorcycles for \$18,000 (Bid No. 18-015).

Sponsors:

Norris

Attachments:

[18-015 Tab](#)

2e. [18-0003](#)

Presentation, possible action, and discussion regarding the award of contract no. 18300209 to Palasota Contracting LLC for an amount not to exceed \$1,360,000 for concrete curb, gutter and flatwork installation to maintain City infrastructure.

Sponsors:

Harmon

Attachments:

[bid tab 18-017 Annual Concrete Curb, Gutter and Flatwork](#)

2f. [18-0004](#)

Presentation, possible action, and discussion regarding a change order ratification in the amount of \$97,584.48 to the concrete curb, gutter and flatwork contract (Contract No. 15-036 R2) with Brazos Paving Inc.

Sponsors:

Harmon

2g. [18-0005](#)

Presentation, possible action, and discussion on the first reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors:

Harmon

Attachments:

[CCAA Management Series Franchise Agreement](#)

- 2h. [18-0009](#) Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the Rocky Creek Volunteer Fire Department.
- Sponsors:** Provazek
- Attachments:** [ILA with Rocky Creek VFD](#)
- 2i. [18-0021](#) Presentation, possible action, and discussion on the second amendment to the Axon Master Services and Purchase Agreement (Contract No.16300457) increasing the term from five (5) to seven (7) years, increasing the contract value from \$706,186.31 to \$1,166,698.62 and adding the new Axon Fleet (in-car video camera system) hardware, implementation, assurance plan (warranty) and data storage. Any future additional purchases under the agreement will be an additional amount.
- Sponsors:** Norris
- Attachments:** [Axon 2nd Amend Final 1-3-18 - signed](#)
- 2j. [18-0033](#) Presentation, possible action, and discussion regarding the adoption of a Resolution of Support for The Regency Lofts application to the Texas Department of Housing and Community Affairs for an allocation 9% Housing Tax Credits in 2018.
- Sponsors:** Eller
- Attachments:** [Regency Lofts Resolution of Support Final](#)

Regular Agenda

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

1. [18-0012](#) Public Hearing, presentation, possible action, and discussion

approving an ordinance vacating and abandoning a 70-foot wide Street and Public Utility Easement lying within Lot 1A, Block 1 of the Science Park Subdivision, according to the plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County, Texas.

Sponsors:

Cotter

Attachments:

[VICINITY MAP](#)

[LOCATION MAP](#)

[Ordinance](#)

[Exhibit A](#)

2. [18-0013](#) Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 7,086 square-foot portion of a 10-foot wide Public Utility Easement lying within Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 153, of the Deed Records of Brazos County, Texas.

Sponsors:

Cotter

Attachments:

[VICINITY MAP](#)

[LOCATION MAP](#)

[Exhibit A](#)

[Ordinance- CSISD Willow Branch and Oakwood School Sites](#)

3. [18-0015](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amendment to Appendix A, "Unified Development Ordinance", Section 9.2 "Nonconforming Uses", Section 9.3 "Nonconforming Structures", and Section 7.10.C.4 "Building Materials" of the Code of Ordinances of the City of College Station, Texas relating to non-conforming uses and structures.

Sponsors:

Golbabai

Attachments:

[Redline Sec. 9.2, 9.3](#)

[Redline Sec. 7.10.C.4](#)

[Ordinance](#)

4. [18-0016](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected on approximately 2.26 acres of land located at 4075 State Highway 6 South.

Sponsors:

Lazo

Attachments: [Background Information](#)
[Vicinity Aerial & SAM](#)
[Rezoning Map](#)
[Ordinance](#)

5. [18-0017](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “ Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to GC General Commercial for approximately 5 acres located at 3635 Kenyon Dr. generally located between Paloma Ridge Drive and Kenyon Drive along Holleman Drive South.

Sponsors: Helton

Attachments: [Background Information](#)
[Vicinity Aerial & SAM](#)
[Rezoning Map](#)
[Ordinance](#)

6. [18-0018](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office to PDD Planned Development District on approximately 1.47 acres generally located at 4320 Decatur Drive.

Sponsors: Helton

Attachments: [Background Information](#)
[Vicinity Aerial & SAM](#)
[Bulk Variance List](#)
[Zoning Map](#)
[concept plan](#)
[Ordinance](#)

7. [18-0019](#) Public Hearing, presentation, possible action, and discussion on the annual review of the Comprehensive Plan and the annual review of the Unified Development Ordinance (UDO).

Sponsors: Hovde and Paz

Attachments: [Comp Plan & UDO Review 2017](#)

8. [17-0673](#) Presentation, possible action, and discussion regarding appointments to the following boards and commissions:

- Architectural Advisory Committee
- B/CS Library Committee
- Bicycle, Pedestrian, and Greenways Advisory Board
- Design Review Board
- Parks and Recreation Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

Sponsors:

Smith

9. [18-0014](#) Presentation, possible action, and discussion regarding an appointment to the Arts Council.

Sponsors:

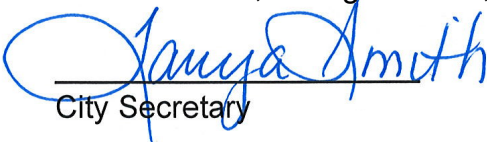
Smith

10. 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.

11. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 5, 2018 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 #: 18-0001 **Version:** 1 **Name:**
Type: Minutes **Status:** Consent Agenda
File created: 12/18/2017 **In control:** City Council Regular
On agenda: 1/11/2018 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
• December 14, 2017 Workshop
• December 14, 2017 Regular
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments: [WKSHP121417 DRAFT Minutes](#)
[RM121417 DRAFT Minutes](#)

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

- December 14, 2017 Workshop
- December 14, 2017 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- December 14, 2017 Workshop
- December 14, 2017 Regular

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
DECEMBER 14, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

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

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Mooney at 3:05 p.m. on Thursday, December 14, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Employee Recognition, Recognition of Employee of the Year nominees and Reception.

The following employees were recognized for service:

20 Years of Service

Neil Black	Billy Couch	Stacy Lee
Jennifer Nations	Brandy Norris	Timothy Payne
Kenneth Petereit	Christopher Poole	Noe Rincones
Timothy Sullivan	Gilbert Urrutia	

25 Years of Service

Tim Hamff	Celia Hernandez	Kyle Patterson
Debbie Raley	James Woodward	

30 Years of Service

Mary Joyce Duda

Greg Leeth

James Schroeder

35 Years of Service

Ben Accurso Jr.

Randall Harmon

Nominees for Employee of the Year were:

Gerald Borths

Cecilia Browder

Diana Clendenin

Bo Deal

Julia Franz

Kevin Harris

Amber Johnson

Cheletia Johnson

Tom Jordan

Lacey Lively

Cody Mays

Joyce Parish

Jennifer Springer

The Employee of the Year is Kevin Harris.

A small reception followed.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 3:46 p.m. on Thursday, December 14, 2017 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - 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
- B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:
- Property located generally north of the intersection of Dartmouth Street and Colgate Drive in College Station, Texas.
- C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:
- Council Self-evaluation
 - Construction Board of Adjustments
 - Design review Board
 - Parks & Recreation Advisory Board
 - Planning and Zoning Commission
 - Zoning Board of Adjustments

D. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

The Executive Session recessed at 5:26 p.m.

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

No action was required from Executive Session.

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

Items 2g, and 2i were pulled from Consent for clarification.

(2g): Donald Harmon, Director of Public Works, provided information on the ways in which plans for public works projects were communicated to the public.. Mr. Harmon stated that there have been several opportunities for public engagement, where the homeowners meet the contractor of the Francis Drive Rehabilitation project and addressed their concerns.

(2i): Donald Harmon, Director of Public Works, gave clarification on the construction contract with Larry Young Paving for the construction of the University Drive Pedestrian Improvements Project.

6. Presentation, possible action, and discussion on the election of Mayor Pro Tempore.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to appoint James Benham as Mayor Pro Tempore. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding an overview of Planned Development Districts (PDD) and the role of concept plans.

Lance Simms, Director of Planning and Development, presented an overview of the PDD zoning district and associated concept plan. The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits. The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

Concept Plan Requirements

- Location and relationship of various land uses

- Range of building heights
- Statement addressing site drainage
- General location of detention/retention areas
- General location of building and parking areas
- Open space, parkland, conservation areas, greenways, or other special features
- Buffer areas or statement indicating buffering proposed

Role of Concept Plan

These are conceptual questions considered when reviewing a PDD.

- Will proposed PDD be in harmony with character of surrounding area?
- Is proposed PDD in conformity with policies, goals, and objectives of the comprehensive plan?
- Will proposed PDD adversely impact existing or permitted uses on abutting sites?
- Will the proposed PDD include adequate public improvements? (Infrastructure, parks, schools, etc.)
- Will the Proposed PDD adversely affect safe and convenient vehicular, bicycle, or pedestrian circulation?
- Will the proposed PDD be detrimental to the public health, safety, and welfare?

Staff's requested feedback or direction as desired by Council.

Council directed staff to bring back modifications to the Concept Plan as part of the revised Comp Plan.

Mayor Mooney recessed the Workshop at 6:16 p.m.

Workshop reconvened at 8:22 p.m.

8. Presentation, possible action, and discussion regarding the preparation of a request for information related to investigating the possibility of privatizing solid waste services.

Mary Ellen Leonard, Director of Finance, provided decision points to Council to consider with regard to the preparation of a solicitation related to investigating and evaluating the possibility of privatizing solid waste services.

She gave an overview of two types of requests:

- Request for Information (RFI)
 - An open inquiry that spans the market seeking broad data and understanding. Pricing information not provided.
- Request for Proposal (RFP)
 - A formal written document requesting firms to make an offer for services to the City. Services need to be defined.

Staff requested:

- Level of Information
 - Request for Information or Request for Proposal?

- Service Requirements
 - Existing Services or Change in Service?
- Assistance
 - Level of Assistance and Cost?

Council directed staff to add a strategic discussion on sanitation services to the upcoming council retreat and gather information on rates and services for comparable cities who use either private or public collection services.

9. Council Calendar

Council reviewed the calendar.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, FBT/Texas Aggies Go to War, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Economic Development, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Walk with the Mayor, YMCA, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Rektorik reported on the CVB and the Hilton's children Christmas tree event.

11. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 9:09 p.m. on Thursday, December 14, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 14, 2017

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor

Council:

Bob Brick
Jerome Rektorik
Linda Harvell
Barry Moore
John Nichols
James Benham

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Mooney at 6:25 p.m. on Thursday, December 14, 2017 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Army Specialist Chad Hayden Drake.

CONSENT AGENDA

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

- **November 20, 2017 Workshop Meeting**
- **November 20, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion regarding adoption of the 2018 Annual Council Calendar.

2c. Presentation, possible action, and discussion on a purchase agreement for eight (8) new Zoll Medical X Series Manual Monitors / Defibrillators for \$239,228.80 and presentation, possible action, and discussion on a three-year (3) extended warranty contract (18300163) for the Zoll Medical X Series Manual Monitors / Defibrillators for \$20,995.

2d. Presentation, possible action, and discussion regarding the renewal of four master agreements for real estate appraisal services: Atrium Real Estate Services (Contract No. 16300131) not to exceed \$30,000; CBRE, Inc. (Contract No. 16300132) not to exceed \$30,000; JLL Valuation & Advisory Services, LLC (Contract No. 16300133) not to exceed \$30,000; and S.T. Lovett & Associates (Contract No. 16300134) not to exceed \$30,000 and authorizing the City Manager or his delegate to approve service orders for each project within the terms of each master agreement.

2e. Presentation, possible action, and discussion regarding approval of the renewal of Contract No. 17300107 (ITB No. 17-010) to DIJ Construction Incorporated of Bertram, Texas in an amount not to exceed \$250,000 for annual pavement markings and striping of roadways.

2f. Presentation, possible action, and discussion regarding bid award (Bid No. 18-003) for the purchase of cement stabilized material with BPI Materials, LLC for an amount not to exceed \$286,650 and the rejection of all bids submitted in response to Bid No. 17-061.

2g. Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 18300194) with Hassell Construction Company, Inc. in the amount of \$3,702,400.50 for the construction of the Francis Drive Rehabilitation Project.

2h. Presentation, possible action, and discussion regarding construction contract 18300153 with Quality Works Construction, Inc. in the amount of \$243,965 for the construction of a security fence at 300 William King Cole Dr. and the rejection of Bid No. 17-042.

2i. Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 18300143) with Larry Young Paving in the amount of \$6,006,662.91 for the construction of the University Drive Pedestrian Improvements Project.

2j. Presentation, possible action, and discussion on Resolution No. 12-14-17-2j authorizing the City Manager to execute and approve all contract documents and approve all expenditures totaling \$11,286,998 for all employee benefits for 2018 and presentation, possible action, and discussion for entering into contract with Cigna for stop loss reinsurance for calendar year 2018.

2k. Presentation, possible action, and discussion regarding the ratification of additional expenditures up to \$187,500 to pay current and future invoices under the current term contract, for the purchase of diesel fuel and gasoline with Brenco Marketing bringing the total annual estimated expenditures to \$1,087,000.

2l. Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of \$1,400,000.

2m. Presentation, possible action, and discussion regarding adoption of Resolution No. 12-14-17-2m repealing Resolution No. 6-12-2003-8.15 concerning administration of the City's contract forms, delegating authority to the City Attorney to administer the City's contract forms, and providing for a periodic legal compliance review of the City's contract forms.

2n. Presentation, possible action, and discussion of Ordinance No. 2017-3963 amendment to Chapter 38, "Traffic and Vehicles," Article 2, "Stopping, Standing, and Parking," Division 1 "Generally", Section 38-42 "General Prohibitions" (A) and Division 2 "Administrative Adjudication of Parking Violations," Section 38-79 "Civil Fines, Costs, and Fees", (d) of the Code of Ordinances of the City of College Station, Texas amending certain sections relating to civil parking offenses and civil parking fines.

2o. Presentation, possible action, and discussion on a five (5) year Inter-local Agreement establishing the Community Emergency Operations Center staffed Brazos County, College Station, Bryan, and Texas A&M University and contracting for equal sharing of facility rental costs. The total cost for one fourth of the CEOC facility rental payments to the City of College Station is \$340,695.90 over the five (5) year term.

2p. Presentation, possible action, and discussion concerning the City Internal Auditor's Examination Engagement of the Research Valley Partnership.

2q. Presentation, possible action, and discussion regarding the award of Bid 18-024 to Midsun Group, Inc. in the amount of \$112,037.50 for the purchase of substation distribution bus Wildlife Protection Equipment (insulation materials) to reduce substation outages resulting from wildlife contact with energized equipment and buswork within City of College Station electric power substations.

2r. Presentation, possible action, and discussion regarding consent to the partial assignment of the July 9, 2015, Infrastructure and Economic Development Agreement between the City and College Station Town Center, L.P.

2s. Presentation, possible action, and discussion regarding Change Order No. 1 to contract 17300411 with Pierce Goodwin Alexander & Linville, Inc. (PGAL) increasing the design contract for the renovations of the Arts Council building located on Dartmouth Drive by \$33,925 for a new contract total of \$126,425 which will allow for the addition of Civil Engineering Services provided by Kimley-Horn and Associates, Inc.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on Resolution No. 12-14-17-01 that establishes the City Council determination that the use of parkland and greenway is allowable and that no other feasible or prudent alternative exists for a City of College Station Public Utility Easement to run a wastewater trunk line and other public utilities for the City of College Station and the proposed College Station Town Center development, and that all

reasonable planning measures have been taken to minimize the harm to such parkland and greenway areas.

Dave Coleman, Director of Water Services, presented this item that will establish a City of College Station Public Utility Easement on parkland and greenway property, needed for the development of College Station Town Center, as well as other areas on the north and west sides of the City. The route on parkland and greenway property is the only feasible route for the utility easement, since the parkland and greenway property is located directly between the developer's property and the sewer trunk line along William D. Fitch Parkway. The site will be restored to original condition, including the hike and bike path.

At approximately 6:41 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:41 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution No. 12-14-17-01 that establishes the City Council determination that the use of parkland and greenway is allowable and that no other feasible or prudent alternative exists for a City of College Station Public Utility Easement to run a wastewater trunk line and other public utilities for the City of College Station and the proposed College Station Town Center development, and that all reasonable planning measures have been taken to minimize the harm to such parkland and greenway areas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3964 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 PDD Planned Development District to PDD Planned Development District on approximately 2.2 acres being a portion of Lot 1, Block 1, Jackson Estates, Phase One, and being generally located at 3747 Rock Prairie Road West.

Alaina Helton, Planning and Development, stated that the applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Business Park to Urban in order to request the addition of multi-family land use. If approved, the applicant intends to pursue a rezoning of the property to include multi-family land use in the PDD Planned Development District. 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 Comprehensive Plan specifically identifies the Presidential Corridor Gateway District as an area that ought to focus on "accommodating business (research and development, office, and light industrial) that builds upon the assets in the area and protects and enhances this primary gateway into the City." The proposed amendment from Business Park to Urban on approximately 11 acres impedes on this goal by proposing the ability to develop an incompatible, intense residential land use adjacent to existing and planned industrial office developments. This amendment could set a precedent that affects land use patterns within the vicinity, create incompatibilities with the existing industrial office developments, and reduce the available land that can serve as the City's main employment growth area.

The Planning and Zoning Commission heard this item at their November 16th meeting and voted 6-0 to recommend approval of the request.

The applicant spoke.

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

There being no further comments, the Public Hearing was closed at 6:48 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2017-3964 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 PDD Planned Development District to PDD Planned Development District on approximately 2.2 acres being a portion of Lot 1, Block 1, Jackson Estates, Phase One, and being generally located at 3747 Rock Prairie Road West. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3965 amending the Comprehensive Plan - Future Land Use & Character Map from Business Park to Urban for approximately 11 acres generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway.

Jenifer Paz, Planning and Development, stated that this request is to rezone approximately 11 acres from PDD Planned Development District and R Rural to PDD Planned Development District. There is a current PDD Planned Development District located on approximately 5.5 acres of the subject property that allows specific GC General Commercial land uses in addition to all uses allowed in BP Business Park. This request is to extend that PDD onto an additional 5.5 acres that are currently zoned R Rural. In addition, the applicant is seeking to modify the existing PDD to change the base zoning district from BP Business Park to GC General Commercial, and to allow for multi-family and extended care/facility/convalescent/nursing home uses and mixed-use structures. The proposed Concept Plan includes the list of proposed allowable uses-specific GC General Commercial uses, all uses in BP Business Park and specific residential uses. The development will follow all requirements of GC General Commercial zoning district with buildings ranging in height from 20 feet to 72 feet following the Easterwood Airport height restrictions. In an effort to accommodate as much flexibility as possible, the applicant has chosen to not identify the location of land uses of the Concept Plan. The 11 acres may be only one, or a mixture, of any of the allowable uses.

The Planning and Zoning Commission heard this item at their November 16th meeting and voted unanimously to recommended approval. Staff recommends denial of the rezoning. Staff is supportive of the extension of the existing PDD onto neighboring tracts but does not support the proposal to include residential uses into the PDD.

The applicant spoke.

At approximately 7:34 p.m., Mayor Mooney opened the Public Hearing.

Max E. Brand, Navasota, represents the owners of the property. He stated that the owners are in agreement with restrictions.

There being no further comments, the Public Hearing was closed at 7:36 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmember Brick and Harvell voting against, to adopt Ordinance No. 2017-3965 amending the Comprehensive Plan - Future Land Use & Character Map from Business Park to Urban for approximately 11 acres generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3966 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 PDD Planned Development District and R Rural to PDD Planned Development District on approximately 11 acres at 8822 Burgess Lane and near the intersection of State Highway 47 and Raymond Stotzer Parkway.

Jenifer Paz, Planning and Development, stated that this item originated with the 2017 Planning & Zoning Commission’s Plan of Work and helps streamline the development review process by allowing Preliminary Plans to be approved administratively unless the applicant is seeking a waiver or discretionary item. On August 30th, staff hosted two public meetings to solicit feedback on proposed changes to the Unified Development Ordinance, including preliminary plans. On September 21st, staff briefed the Planning & Zoning Commission on the results of the public meetings and received direction to move forward with the changes outlined in the attached ordinance.

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

The applicant spoke.

At approximately 7:57 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:57 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmember Brick and Harvell voting against, to adopt Ordinance No. 2017-3966 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 PDD Planned Development District and R Rural to PDD Planned Development District on approximately 11 acres at 8822 Burgess Lane and near the intersection of State Highway 47 and Raymond Stotzer Parkway, with the condition that language is added to the end of Exhibit B as follows: 2. Multifamily shall not be permitted in that portion of the property located

within the current and future DNL contour as described in the attached.. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3967 amending Appendix A, “Unified Development Ordinance,” Section 2.2 “Planning & Zoning Commission”, Section 2.8 “Administrator”, Section 2.12 “Summary of Review Authority”, Section 3.2 “General Approval Procedures”, and Section 3.4 “Plat Review” of the Code of Ordinances of the City of College Station related to the review authority and processing of preliminary plans.

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

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

At approximately 8:11 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:11 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2017-3967 amending Appendix A, “Unified Development Ordinance,” Section 2.2 “Planning & Zoning Commission”, Section 2.8 “Administrator”, Section 2.12 “Summary of Review Authority”, Section 3.2 “General Approval Procedures”, and Section 3.4 “Plat Review” of the Code of Ordinances of the City of College Station related to the review authority and processing of preliminary plans. The motion carried unanimously.

6. Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.

The following appointments were made:

- Architectural Advisory Committee: Bob Brick, Linda Harvell and James Benham
- Art Council of the Brazos Valley: Bob Brick
- Audit Committee: James Benham
- Blinn College Brazos County Advisory Committee: Bob Brick (Alternate)
- Brazos County Health Department: John Nichols
- BV Community Emergency Operations Center Policy: Linda Harvell (Alternate)
- BV Council of Governments Intergovernmental Committee: Bob Brick
- Bryan/College Station MPO: John Nichols
- Compensation and Benefits: Bob Brick
- Council Transportation Committee: Linda Harvell (Chair) and Bob Brick
- Economic Development: Barry Moore and John Nichols
- Regional Transportation Committee for Council of Governments: Bob Brick (Chair)

- Research Valley Partnership: Jerome Rektorik
- Spring Creek Local Government Corporation: John Nichols (Council) and Julie Schutz (Citizen Member)

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

8. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 8:22 p.m. on Thursday, December 14, 2017.

Karl Mooney, Mayor

ATTEST:

Tanya Smith, City Secretary

Legislation Details (With Text)

File #:	17-0759	Version:	1	Name:	Construction Contract #17300148 Barracks Park Improvements
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	12/13/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of a change order in the amount of \$55,043 for the addition or modification of facilities relating to ADA compliance and other types of improvements relating to a construction contract awarded to Acklam Construction Company in the amount of \$977,391.30 for improvements within the Barracks Parks.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Revised Change Order 2				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of a change order in the amount of \$55,043 for the addition or modification of facilities relating to ADA compliance and other types of improvements relating to a construction contract awarded to Acklam Construction Company in the amount of \$977,391.30 for improvements within the Barracks Parks.

Relationship to Strategic Goal: Neighborhood Integrity; Diverse Growing Economy
Recommendation(s): Staff recommends approval and award of change order with Acklam Construction Company for ADA curb ramps, additional concrete walks, lighting controls, and new fence for the dog park within the Barracks Parks, in the amount of \$55,043.00 and eighty five (85) additional construction days.

Summary: The proposed change order includes adding four (4) new ADA curb ramps, installation of concrete sidewalk to existing picnic units to make ADA compliant, removal of an existing seat wall and installing a rock retaining wall, adding lighting controls to the existing sand volleyball court, and removal of the existing four foot wrought iron fence and installing six foot tall panels at the existing dog park within the Barracks Parks.

Budget & Financial Summary: Funds for this change order are budgeted in the Park Land Dedication Zone 15 Fund.

Attachments:

1. Change Order 1
2. Change Order Proposal

CHANGE ORDER NO.
P.O.# 17202726

DATE: 12/7/2017
PROJECT: Barracks Park Upgrades

Contract No. 17300148

OWNER:
City of College Station
P.O. Box 9980
College Station, Texas 77842

CONTRACTOR:
Acklam Construction Company, LTD
18932 State HWY 6 South Ph: 979-690-8500
College Station TX, 77845 Fax: 979-690-8510

PURPOSE OF THIS CHANGE ORDER:

- A. ADA and additional improvements within the parks
B.
C.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	1	ADA and additional improvements within the parks	\$55,043.00	0	1	\$55,043.00
2						
3						
TOTAL						\$55,043.00

THE NET AFFECT OF THIS CHANGE ORDER IS 0.056 % INCREASE

LINE 1 PK1522 Park Land Dedication Funds Zone 15
LINE 2 (accl./work order number)
LINE 3 (accl./work order number)
TOTAL CHANGE ORDER

\$55,043

55,043.00

ORIGINAL CONTRACT AMOUNT
CHANGE ORDER NO. 1
CHANGE ORDER NO. 2
REVISED CONTRACT AMOUNT

\$977,391.30

\$55,043.00

0.056316237 % CHANGE

0 % CHANGE

\$1,032,434.30

0.056316237 % TOTAL CHANGE

ORIGINAL CONTRACT TIME

Time Extension No. 1

Revised Contract Time

275 Days

85 Days

360 Days

SUBSTANTIAL COMPLETION DATE

REVISED SUBSTANTIAL COMPLETION DATE

20-Dec-17

15-Mar-18

APPROVED

A/E CONTRACTOR

Date

CONSTRUCTION CONTRACTOR

Date

PROJECT MANAGER

Date

CITY ENGINEER

Date

DEPARTMENT DIRECTOR

Date

ASST CITY MGR - CFO

Date

CITY ATTORNEY

Date

CITY MANAGER

Date

[Signature] - HARRIS RECORDS 12/7/17
DESIGN CONSULTANT



**ACKLAM CONSTRUCTION
COMPANY, LTD.**

Dated: November 30, 2017

Barracks Park Change Order

Tract 2

ADA Ramp:

Sawcut & Remove & Hauloff Concrete 55 SF @ \$5.00/SF= \$275.00

Form & Pour Back ADA Ramp= \$1,350.00

Truncated Dome Pavers= \$320.00

Total Tract 2= \$1,945.00

Tract 3

ADA Ramp:

Sawcut & Remove & Hauloff Concrete 55 SF @ \$5.00/SF= \$275.00

Form & Pour Back ADA Ramp= \$1,350.00

Truncated Dome Pavers= \$320.00

Adjust Manhole @ Ramp= \$220.00

Remove & Replace Seat Wall

Remove & Haul-off Scrim Bag Wall 33LF @ \$8.00/LF= \$264.00

Install Masonry Stone Wall 33 LF @ \$125.00/LF= \$4,125.00

Backfill & Touch-up Mulch Behind Wall 33 LF @ \$4.00/LF= \$132.00

Add Concrete Paving @ Picnic Tables

4" Concrete Paving 120 SF @ \$7.50/SF= \$900.00

Total Tract 3= \$7,586.00

Tract 4

ADA Ramp:

Sawcut & Remove & Hauloff Concrete 55 SF @ \$5.00/SF= \$275.00

Form & Pour Back ADA Ramp= \$1,350.00

Truncated Dome Pavers= \$320.00

Total Tract 4= \$1,945.00

Tract 5

ADA Ramp:

Sawcut & Remove & Hauloff Concrete 55 SF @ \$5.00/SF= \$275.00

Form & Pour Back ADA Ramp= \$1,350.00

Truncated Dome Pavers= \$320.00

Total Tract 5= \$1,945.00

Tract 6

Electrical Lighting Controls

Change Lighting Controls for the Site Lighting to be similar to Tract 5 = \$1,742.00

Concrete & Piping Work @ Volleyball Courts TBD later

Total Tract 6= \$1,742.00

Tract 7

Remove & Replace Existing Perimeter Fence

Remove Existing Fencing 532 LF = \$2,660.00

Install New 72" Tall 3D Prism fence by BetaFence USA 510 LF= \$25,920.00

Install (2) 6' Wide Swing Gates= \$3,400.00

Install (1) 10' Wide Double Gate= \$2,800.00

Install 510 LF of 12" x 4" mow strip= \$5,100.00

Total Tract 6= \$39,880.00

Legislation Details (With Text)

File #:	17-0763	Version:	1	Name:	Electric Distribution Bores across TXDOT Roads Bid # 18-029
Type:	Contract	Status:			Consent Agenda
File created:	12/13/2017	In control:			City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of a contract with Palasota Contracting, LLC for electric conduit bores across TXDOT right-of-ways in the amount of \$486,761.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Tabulation Hwy 6 at Gateway Blvd Hwy 6 at Ponderosa Dr Wellborn at HEB Site				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of a contract with Palasota Contracting, LLC for electric conduit bores across TXDOT right-of-ways in the amount of \$486,761.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the contract.

Summary:

This contract is for the installation of electric manholes, conduit, and bores in three locations to provide underground electric feeder crossings across TXDOT right-of-ways necessary for the expansion and reliability of the electric distribution system.

Sealed competitive bids were received and opened on December 7, 2017 from two (2) companies with Palasota Contracting, LLC being the lowest responsible bidder in the amount of \$486,761.00.

Budget & Financial Summary:

Funds are budgeted and available in the City of College Station's Electric Utility Department Capital Improvement Project Budget.

Attachments:

1. Bid Tabulation

2. Location Maps



City of College Station - Purchasing Division
Bid Tabulation for #18-029
"2017/2018 CIP Underground Distribution Bores"
Open Date: Thursday, December 7, 2017 @ 2:00 p.m.

GROUP A					Palasota Contracting, LLC				MP Technologies, LLC			
					Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
A-1	UMOB	Mobilization, insurance, Union Pacific Railroad Right-Of-Way Insurance, bonds and move-in related expenses not to exceed 5% of total bid. See Section 01 07 13 Of The B/CS Unified Specifications for unit description.	LS	1	\$0.00	\$5,600.00	\$5,600.00	\$5,600.00	\$4,498.00	\$0.00	\$4,498.00	\$4,498.00
A-2	UTS1	Trench safety plan and trench safety plan implementation in place as detailed and specified. See Section 31 50 00 of the B/CS Unified Specifications for unit description.	LF	321	\$10.00	\$0.00	\$10.00	\$3,210.00	\$3.50	\$1.50	\$5.00	\$1,605.00
A-3	Traffic Control	Traffic Control Plan And Traffic Control. Traffic control plan to comply with TXDOT Traffic Control Manual. See Section 01 55 26 of the B/CS Unified Specifications For Unit Description.	LS	1	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$8,625.00	\$0.00	\$8,625.00	\$8,625.00
A-4	Erosion and Sedimentation Control	Obtaining and maintaining erosion and sedimentation control. This unit is to include all silt fencing, inlet protection, rock berms and any required TCEQ permits. See Section 31 25 13 of the B/CS Unified Specifications.	LS	1	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$800.00	\$200.00	\$1,000.00	\$1,000.00
A-5	Bore 14"	Labor and materials to install 14 inch steel encasement pipe by bore as shown on Drawings MEI-12951-04 and MEI-12951-12. See Section 31 78 00 Of The B/CS Unified Specifications For Unit Description.	LF	283	\$133.00	\$125.00	\$258.00	\$73,014.00	\$524.11	\$45.00	\$569.11	\$161,058.13
A-6	UM50-P-3F	Labor and material to install 7-3" schedule 40 PVC conduits including excavation, sand backfill, warning tape and natural fill, as shown on Drawings MEI-12951-04 and MEI-12951-12. Excavation, backfill and compaction to be in accordance to the B/CS Unified Specifications Section 31 23 33.	LF	88	\$20.00	\$20.00	\$40.00	\$3,520.00	\$86.02	\$15.00	\$101.02	\$8,889.76
A-7	UM50-P-3F Bore	Labor and materials to install 7-3" Schedule 40 PVC conduits into 14" steel casing. As shown on Drawings MEI-12951-04 and MEI-12951-12.	LF	283	\$20.00	\$20.00	\$40.00	\$11,320.00	\$8.80	\$5.00	\$13.80	\$3,905.40
A-8	CSUM-K1	Labor and material to install one (1) 4' x 8' x 6' concrete composite pull box as shown on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$1,500.00	\$4,201.04	\$5,701.04	\$5,701.04
A-9	UM-GND	Labor and material to install ground rods and grounding conductor in pull boxes and manholes as shown on UM-GND detail drawing on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$12.44	\$10.00	\$22.44	\$22.44
A-10	UM1-6C-K.1	Labor and material to install (1) one concrete pad around 48" x 96" x 72" pull box as shown on UM1-6C-K1 detail on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,252.39	\$100.00	\$1,352.39	\$1,352.39
TOTAL FOR GROUP A					\$118,664.00				\$196,657.16			



City of College Station - Purchasing Division
Bid Tabulation for #18-029
"2017/2018 CIP Underground Distribution Bores"
Open Date: Thursday, December 7, 2017 @ 2:00 p.m.

Group B

Item No.	Unit No.	Description	Unit	Estimate Quantity	Palasota Contracting, LLC				MP Technologies, LLC			
					Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
B-1	UMOB	Mobilization, insurance, bonds and move-in related expenses not to exceed 5% of total bid. See Section 01 07 13 Of The B/CS Unified Specifications for unit description.	LS	1	\$0.00	\$10,900.00	\$10,900.00	\$10,900.00	\$4,498.40	\$0.00	\$4,498.40	\$4,498.40
B-2	UTS1	Trench safety plan and trench safety plan implementation, in place as detailed and specified. See Section 31 50 00 of the B/CS Unified Specifications for unit description.	LF	288	\$10.00	\$0.00	\$10.00	\$2,880.00	\$3.50	\$1.50	\$5.00	\$1,440.00
B-3	Traffic Control	Furnish and Install and Remove all traffic control devices (TCP) to incl: All barricades, temporary signage, portable low profile concrete barrier (type 1 and type 2), and all other temporary facilities required for the TCP as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in place.	LS	1	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	\$8,625.00	\$0.00	\$8,625.00	\$8,625.00
B-4	Erosion and Sedimentation Control	Obtaining and maintaining erosion and sedimentation control. This unit is to include all silt fencing, inlet protection, rock berms and any required TCEQ permits. See Section 31 25 13 of the B/CS Unified Specifications	LS	1	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$800.00	\$200.00	\$1,000.00	\$1,000.00
B-5	Bore 10"	Labor and materials to install 10 inch steel encasement pipe by bore as shown on Drawings MEI-12951-06 and MEI-12951-12. See Section 31 78 00 Of The B/CS Unified Specifications For Unit Description	LF	530	\$113.00	\$125.00	\$238.00	\$126,140.00	\$520.16	\$40.00	\$560.16	\$296,884.80
B-6	UM50-P-3B-2B	Labor and materials to install 3-3" and 3-2" schedule 40 PVC conduits including excavation, sand backfill, warning tape and natural fill, as shown on Drawings MEI-12951-06 and MEI-12951-12. Excavation, backfill and compaction to be in accordance to the B/CS Unified Specifications Section 31 23 33.	LF	130	\$20.00	\$15.00	\$35.00	\$4,550.00	\$86.02	\$15.00	\$101.02	\$13,132.60
B-7	UM50-P-3B-2B Bore	Labor and materials to install 3-3" and 3-2" Schedule 40 PVC conduits into 10" steel casing. As shown on Bore Details on Drawings MEI-12951-06 and MEI-12951-12.	LF	530	\$20.00	\$20.00	\$40.00	\$21,200.00	\$8.80	\$5.00	\$13.80	\$7,314.00
B-8	CSUM-K1	Labor and material to install one (1) 4' x 8' x 6' concrete composite pull box as shown on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$1,500.00	\$4,201.04	\$5,701.04	\$5,701.04
B-9	UM-GND	Labor and material to install ground rods and grounding conductor in pull boxes and manholes as shown on UM-GND detail drawing on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$12.44	\$10.00	\$22.44	\$22.44
B-10	UM1-6C-K.1	Labor and material to install (1) one concrete pad around 48" x 96" x 72" pull box as shown on UM1-6C-K1 detail on Drawing MEI-12951-11.	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,252.04	\$100.00	\$1,352.04	\$1,352.04



City of College Station - Purchasing Division
Bid Tabulation for #18-029
"2017/2018 CIP Underground Distribution Bores"
Open Date: Thursday, December 7, 2017 @ 2:00 p.m.

					Palasota Contracting, LLC				MP Technologies, LLC			
B-11	NA	Remove stabilized base and asphalt pavement for street section (110 SY), 6" concrete flume (4 SY), concrete curb and gutter (90 LF), and asphalt pavement for parking lot area (20 SY) as shown on plans & specifications and dispose offsite, to include excavation and embankment of bore pit (308 CY), trench safety, all material, labor and equipment to complete the work.	SY	122	\$82.00	\$0.00	\$82.00	\$10,004.00	\$52.04	\$0.00	\$52.04	\$6,348.88
B-12	NA	Install pavement for street section and parking lot area to include 2" HMA Type D (110 SY), 6" crushed limestone base (110 SY), 6" compacted stabilized subgrade (130 SY), 6" HMA Type D (20 SY), and cement stabilized sand (20 SY) as shown on plans & specifications, to include all materials, labor and equipment to complete the work, complete and in-place.	SY	108	\$50.00	\$215.00	\$265.00	\$28,620.00	\$30.05	\$20.00	\$50.05	\$5,405.40
TOTAL FOR GROUP B					\$229,294.00				\$351,724.60			

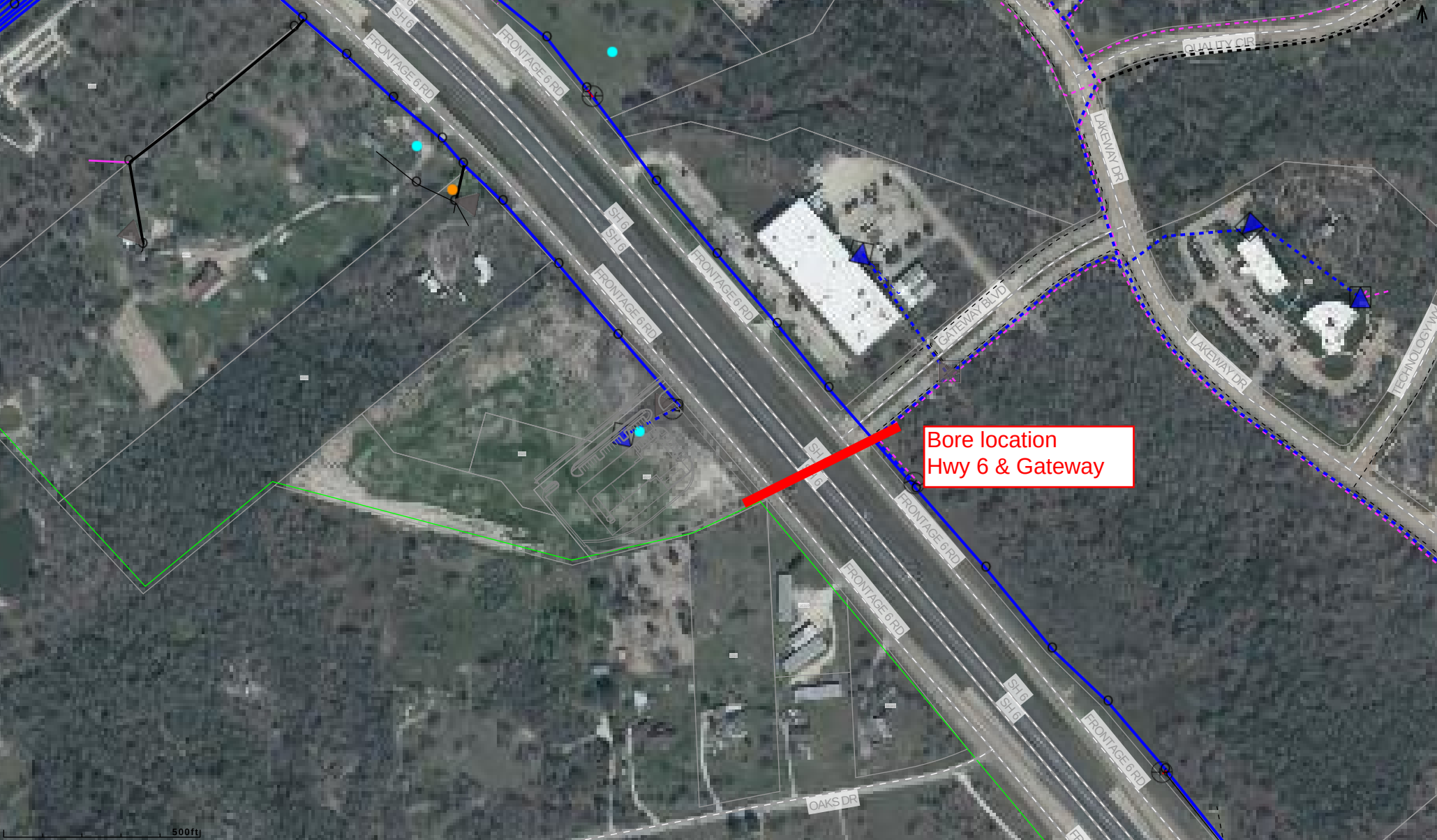


City of College Station - Purchasing Division
Bid Tabulation for #18-029
"2017/2018 CIP Underground Distribution Bores"
Open Date: Thursday, December 7, 2017 @ 2:00 p.m.

Group C

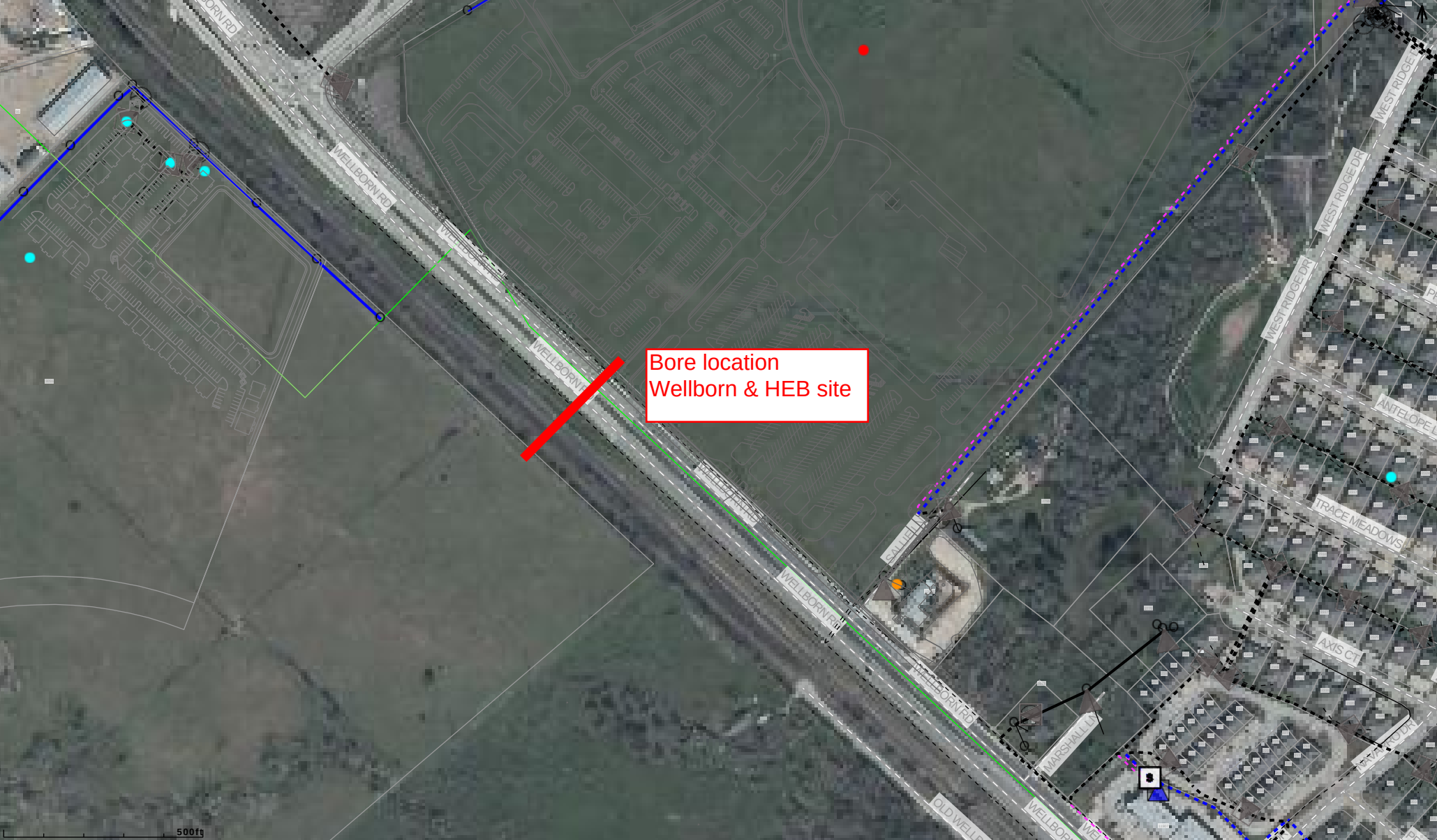
					Palasota Contracting, LLC				MP Technologies, LLC			
Item No.	Unit No.	Description	Unit	Estimate Quantity	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price Total
C-1	UMOB	Mobilization, insurance, bonds and move-in Related Expenses not to exceed 5% of Total Bid. See Section 01 07 13 Of The B/CS Unified Specifications For Unit Description	LS	1	\$0.00	\$6,600.00	\$6,600.00	\$6,600.00	\$4,498.80	\$0.00	\$4,498.80	\$4,498.80
C-2	UTS1	Trench safety plan and trench safety plan implementation, in place as detailed and specified. See Section 31 50 00 of the B/CS Unified Specifications for unit description.	LF	316	\$10.00	\$0.00	\$10.00	\$3,160.00	\$3.50	\$1.50	\$5.00	\$1,580.00
C-3	Traffic Control	Traffic Control Plan And Traffic Control. Traffic control plan to comply with TX DOT Traffic Control Manual. See Section 01 55 26 of the B/CS Unified Specifications For Unit Description.	LS	1	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$8,625.00	\$0.00	\$8,625.00	\$8,625.00
C-4	Erosion and Sedimentation Control	Obtaining and maintaining erosion and sedimentation control. This unit is to include all silt fencing, inlet protection, rock berms and any required TCEQ permits. See Section 31 25 13 of the B/CS Unified Specifications	LS	1	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$800.00	\$200.00	\$1,000.00	\$1,000.00
C-5	Bore 10"	Labor and materials to install 10 inch steel encasement pipe by bore as shown on Drawings MEI-12951-08 and MEI-12951-12. See Section 31 78 00 Of The B/CS Unified Specifications For Unit Description	LF	426	\$113.00	\$125.00	\$238.00	\$101,388.00	\$518.81	\$40.00	\$558.81	\$238,053.06
C-6	UM50-3B-6-2B	Labor and materials to install 3-3" and 3-2" schedule 40 PVC conduits including excavation, sand backfill, warning tape and natural fill, as shown on Drawings MEI-12951-08 and MEI-12951-12. Excavation, backfill and compaction to be in accordance to the B/CS Unified Specifications Section 31 23 33.	LF	189	\$20.00	\$15.00	\$35.00	\$6,615.00	\$86.02	\$15.00	\$101.02	\$19,092.78
C-7	UM50-P-3B-2B Bore	Labor and materials to install 3-3" and 3-2" Schedule 40 PVC conduits into 10" steel casing. As shown on Drawings MEI-12951-08 and MEI-12951-12.	LF	426	\$20.00	\$20.00	\$40.00	\$17,040.00	\$8.80	\$5.00	\$13.80	\$5,878.80
TOTAL FOR GROUP C					\$138,803.00				\$278,728.44			
GRAND TOTAL					\$486,761.00				\$827,110.20			
Bid Certification					Y				Y			
Bid Bonds					Y				Y			
Addendum Acknowledged					Y				Y			
Notes									* Addendums acknowlegded, but not returned signed.			
									* Price correction made to line B-10 based on unit price provided.			

Letters of No Bid Received From:
- Wilbros T&D Services, LLC
- Wilson Construction Company



Bore location
Hwy 6 & Gateway





Bore location
Wellborn & HEB site

500ft



Legislation Details (With Text)

File #:	17-0766	Version:	1	Name:	Purchase of New Harley Davidson Motorcycles
Type:	Bid Award	Status:		Status:	Consent Agenda
File created:	12/14/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Presentation, possible action, and discussion on the purchase of three (3) Police motorcycles from The Ranch Harley Davidson (College Station, TX) for the amount of \$61,204.50 plus an additional one year extended warranty for \$2,754 and the trade in of three existing 2015 Harley Davidson Road King motorcycles for \$18,000 (Bid No. 18-015).				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	18-015 Tab				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the purchase of three (3) Police motorcycles from The Ranch Harley Davidson (College Station, TX) for the amount of \$61,204.50 plus an additional one year extended warranty for \$2,754 and the trade in of three existing 2015 Harley Davidson Road King motorcycles for \$18,000 (Bid No. 18-015).

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Recomend award to The Ranch Harley Davidson of College Station and acceptance of the trade offer on the retired 2015 motorcycles.

Summary:

This will replace three 2015 Harley Davidson Road King motorcycles that were purchased on a three year cycle. The Ranch Harley Davidson was the only bid received. They perform all mechanical maintenance at their local dealership. They also offered to take our 2015 motorcycles at a trade in value of \$6,000 each. This will significantly reduce staff's time and costs associated with selling these motorcycles through a municipal or private auction company.

Budget & Financial Summary:

The total purchase amount of \$63,958.50 includes three (3) 2018 Harley Davidson Road King motorcycles and the costs associated with: the installation of City-owned equipment, the provision and installation of Harley Davidson equipment and an optional one year extended warranty. As part of the bid, The Ranch Harley Davidson of College Station has agreed to a \$18,000 trade in allowance for three (3) 2015 Harley Davidson Road King motorcycles. Contingent upon City Council approval of

the purchase of the motorcycles and trade in agreement, additional purchases, totaling approximately \$36,401.25 will also be required to complete the customization of each unit for law enforcement use. This will be for purchases with various vendors for miscellaneous accessories and services and for law enforcement equipment (sirens, lights, graphics, speakers, etc.). The total purchase price for three (3) motorcycles and associated equipment is \$100,359.00. The purchase will be made out of the equipment replacement fund.

Attachments:

1. Bid Tabulation Sheet



City of College Station - Purchasing Division
Bid Tabulation for #18-015
"Purchase of Three (3) Police Motorcycles"
Open Date: Thursday, November 9, 2017 @ 2:00 p.m.

				CZG, LLC dba The Ranch Harley-Davidson	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
BASE BID					
1	3	EA	2018 Harley Davidson Road King Motorcycle or Equal	\$15,962.00	\$47,886.00
2	3	EA	Cost to install City-owned equipment (Whelen Equipment - Page 13)	\$858.50	\$2,575.50
3	3	EA	Cost to provide/install miscellaneous equipment (Non-Whelen equipment - Page 13)	\$3,581.00	\$10,743.00
TOTAL BASE BID				\$61,204.50	
ADD/DEDUCT BID ITEMS					
A.1	3	EA	Add: Additional one-year extended warranty	\$918.00	\$2,754.00
A.2	3	EA	Deduct: Guaranteed repurchase price for the 2018 motorcycles at the end of three (3) years	\$7,000.00	\$21,000.00
A.3	3	EA	Deduct: Trade-in price for three (3) existing 2015 Harley Davidson Road King motorcycle	\$6,000.00	\$18,000.00

NOTES:

»The Ranch Harley-Davidson is bidding 2018 Harley Davidson FLHP Road King Motorcycles.
 Base cost per unit: \$21,319.50



Legislation Details (With Text)

File #:	18-0003	Version:	1	Name:	Curb, Gutter, and Flatwork Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	12/18/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the award of contract no. 18300209 to Palasota Contracting LLC for an amount not to exceed \$1,360,000 for concrete curb, gutter and flatwork installation to maintain City infrastructure.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	bid tab 18-017 Annual Concrete Curb, Gutter and Flatwork				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of contract no. 18300209 to Palasota Contracting LLC for an amount not to exceed \$1,360,000 for concrete curb, gutter and flatwork installation to maintain City infrastructure.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of contract no. 18300209 to Palasota Contracting LLC for an amount not to exceed \$1,360,000.

Summary: Sealed bids for ITB no. 18-017 were opened on November 15, 2017, with two bid responses received from Palasota Contracting LLC and Brazos Paving, Inc. Palasota Contracting LLC is the lowest responsible bidder on both line items. Contract unit pricing is \$30.00 per linear foot and \$500.00 per cubic yard. Maintenance of flatwork, curb and gutters is contracted on an as needed basis by the Public Works Department and College Station Utilities. This is the first contract term, with two additional one year possible renewals.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the Concrete Curb, Gutter and Flatwork Installation is available in the Street/Drainage Maintenance and Water Services operation budgets.

Attachments:

1. Contract on file in the City Secretary's office
2. Bid tabulation



City of College Station - Purchasing Division
Bid Tabulation for # 18-017
"Annual Concrete Curb, Gutter and Flatwork"
Open Date: Wednesday, November 15, 2017 @ 2:00 p.m.

				Palasota Contracting LLC		Brazos Paving Inc	
ITEM	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL CONSTRUCTION ITEMS							
1	12,000	Linear Foot	Remove and Replace Concrete Curb and Gutter in accordance with TSDHPT 1933 Standard Specs, Item #360, and according to the Bryan/College Station Unified Design Guidelines. Prices should reflect work needed to establish grades to create positive water flow and ADA compliance. FOB Delivered.	\$30.00	\$360,000.00	\$31.90	\$382,800.00
2	2,000	Cubic Yard	Remove and Replace Concrete Flatwork (sidewalks, driveways, aprons, gutters) in accordance with TSDHPT 1993 Standard Specs, Item #360, and according to the Bryan/College Station Unified Design Guidelines. The option of using fiber mesh rather than steel rebar may be considered for sections that are not exposed to vehicular traffic and will be determined by the Division Superintendent. Prices should reflect work needed to establish grades to create positive water flow and ADA compliance. FOB Delivered.	\$500.00	\$1,000,000.00	\$500.50	\$1,001,000.00
GRAND TOTAL				\$1,360,000.00		\$1,383,800.00	
Bid Certification				Y		Y	
Bid Bond				Y		Y	



Legislation Details (With Text)

File #:	18-0004	Version:	1	Name:	Concrete Curb, Gutter, and Flatwork Change Order
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	12/18/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a change order ratification in the amount of \$97,584.48 to the concrete curb, gutter and flatwork contract (Contract No. 15-036 R2) with Brazos Paving Inc.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a change order ratification in the amount of \$97,584.48 to the concrete curb, gutter and flatwork contract (Contract No. 15-036 R2) with Brazos Paving Inc.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order ratification in the amount of \$97,584.48.

Summary: On November 21, 2016 Council authorized expenditures in the amount not to exceed \$907,000 for the concrete curb, gutter, and flatwork contract. The Streets Maintenance division manages the contract for all city projects relating to concrete curb, gutter and flatwork. This year additional projects including ADA compliance related sidewalk repair and the installation of footings for the reconstruction of the landscaping islands on Texas Avenue encumbered available funds on the contract. There were more projects assigned at the end of the contract and the current invoices exceed the contract authorization amount by \$97,584.48.

Budget & Financial Summary: Funds are available in the Streets Maintenance operating budget.

Attachments:

1. None



Legislation Details (With Text)

File #:	18-0005	Version:	1	Name:	Commercial and Multifamily Recycling Collection Franchise Agreement
Type:	Franchises	Status:		Status:	Consent Agenda
File created:	12/18/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Presentation, possible action, and discussion on the first reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	CCAA Management Series Franchise Agreement				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the first reading of a franchise agreement with CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster; for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Sustainable City

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow CCAA Management Series, LLC d/b/a Brazos Valley Recycling d/b/a The Big Dumpster to collect recyclables from commercial businesses and multi-family locations within the City of College Station.

Budget & Financial Summary: N/A

Attachments:

1. Franchise ordinance



CITY OF COLLEGE STATION
Home of Texas A&M University*

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 18300205 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Recyclable Collection Franchise Ordinance

Project Name:

Commercial and Apartment Recycling

Name of Contractor:

CCAA Management Series, LLC

CONTRACT TOTAL VALUE: \$ _____

Grant Funded ☐ Yes ☒ No

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # _____ ☐ CHANGE ORDER # _____ ☐ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Franchise agreement permitting contractor use of right-of-way for the collection of recyclables from businesses and apartment complexes.

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 1/11/2018 Agenda Item No*: _____

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: _____ Performance Bond: _____ Payment Bond: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

EXECUTIVE DIRECTOR, BUSINESS SERVICES

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, CCAA MANAGEMENT SERIES, LLC, D/B/A BRAZOS VALLEY RECYCLING AND D/B/A THE BIG DUMPSTER, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM RESIDENTIAL SITES, RECYCLABLES AND RECYCLABLE CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables and Construction and Demolition Debris generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris from commercial, industrial, multifamily, and residential sites; as well as recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
 - b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
 - c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.
- 3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.
- 3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).
- 3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:
- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
 - b. The total tons landfilled, recycled or composted, regardless of origin of collection, for the previous quarter.
 - c. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
 - d. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
 - e. The total payment amount
- 3.5 Term.** The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, regardless of origin of collection.
 - c. Total tonnage of Recyclables collected, recycled and/or composted, itemized by type of material, within the jurisdictional limits of the City.
 - d. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials.
 - e. Any other information concerning the Recyclables collection as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and

approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

- 7.1 Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.
- 10.3 Disposal.** In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation violating any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term 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 services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

- 12.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that

list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

- 15.3 Venue.** 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.

- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the

Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement 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 Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

CCAA Management Series, LLC
d/b/a Brazos Valley Recycling
d/b/a The Big Dumpster
Attn: Blake Brannon
Brenham, TX 77833
bbrannon@premiermetalbuyers.com

- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements

C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a.** First Consideration & Approval on the ____ day of _____, 2018.
- b.** Second Consideration & Approval on the ____ day of _____, 2018.

**CCAA MANAGEMENT SERIES, LLC
D/B/A BRAZOS VALLEY RECYCLING
D/B/A THE BIG DUMPSTER**

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$140 per month, and may increase, depending on a variety of conditions, including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I) Standard Insurance Policies Required:

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

II) General Requirements Applicable to All Policies:

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

III) Commercial General Liability

- A)** General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B)** Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- C)** Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- D)** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E)** The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV) Business Automobile Liability

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

V) Workers' Compensation Insurance

- A) Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2017

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 Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: Amanda Villanueva	
	PHONE (A/C, No, Ext): 800-247-0712 FAX (A/C, No): 817-347-6981	
	E-MAIL ADDRESS: avillanueva@higginbotham.net	
INSURED CCAAM CCA Management Series, LLC See desc of ops for Supplemental Named Insured 8825 Stewarts Meadow College Station TX 77845	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Crum & Forster Specialty Ins. Co	44520
	INSURER B: Navigators Insurance Company	42307
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 398521600**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPK117723	5/27/2017	5/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Sudden Acc Poll Liab \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	0001298422	12/27/2016	12/27/2017	☒ 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
B	Equipment Special Form inc Theft Rented/Leased Equipment to others			NY16ILM0BA31V03	5/27/2017	5/27/2018	Scheduled Equipment Deductible Limit-\$100,000 See Below \$5,000

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

Supplemental Named Insured:
Brazos Valley Recycling

General Liability policy includes environmental impairment coverage.

The General Liability policy include a blanket automatic additional insured endorsement that provides additional insured status (GL includes See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of College Station
PO Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED CCAA Management Series, LLC See desc of ops for Supplemental Named Insured 8825 Stewarts Meadow College Station TX 77845	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

completed ops) and blanket waiver of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Legislation Details (With Text)

File #:	18-0009	Version:	1	Name:	ILA to Transfer Surplus Radio Equipment to Rocky Creek Volunteer Fire Department
Type:	Contract	Status:			Consent Agenda
File created:	12/20/2017	In control:			City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the Rocky Creek Volunteer Fire Department.				
Sponsors:	Erin Provazek				
Indexes:					
Code sections:					
Attachments:	ILA with Rocky Creek VFD				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the Rocky Creek Volunteer Fire Department.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s):
Staff recommends approval of the Interlocal Agreement.

Summary:
The City of College Station Fire department replaced discontinued Motorola XTS 5000 radios with Motorola APX APX 6000 radios, thereby surplusing the XTS 5000 radios. Rocky Creek Volunteer Fire department has a need to equip their volunteers with radios that work on BVWACS system. Rocky Creek Volunteer Fire department would be adding these radios to the Washington County BVWACS account.

This ILA transfers twenty-five (25) pieces of radio equipment to the Rocky Creek Volunteer Fire department in furtherance of a public purpose and enhanced public safety for the community.

Rocky Creek Volunteer Fire department is a non-profit, non-tax funded organization in northwest Washington County that provides fire protection, wildfire fuels mitigation, and search and rescue for 46 square miles including the lake surface and south shore of Lake Somerville. Annual budget averages \$18,000.00.

Budget & Financial Summary:
There is no cost to the City of College Station. The Rocky Creek Volunteer Fire department will pay \$1.00 for the surplus equipment.

Attachments:
ILA

INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND ROCKY CREEK VOLUNTEER FIRE DEPARTMENT

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies; and

WHEREAS, the City of College Station (hereinafter referred to as "College Station"), and Rocky Creek Volunteer Fire department (hereinafter referred to as "Rocky Creek Volunteer Fire department") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services; and

WHEREAS, the City of College Station and other local governmental entities entered into an interlocal agreement in 2008 (Resolution No. 6-26-08-08) for the construction, acquisition, implementation, operation, and maintenance of an interoperable radio and data communications system, known as the Brazos Valley Wide Area Communications System ("BVWACS"); and

WHEREAS, the Rocky Creek Volunteer Fire department is sponsored by another member of the BVWACS to communicate on the system; and

WHEREAS, College Station has surplus 700 MHz radio equipment; and

WHEREAS, Rocky Creek Volunteer Fire department is in need of such radio communications equipment to facilitate better usage of the interoperable radio system and meet state interoperability requirements for public safety; and

WHEREAS, radio interoperability between local governmental entities accomplishes a valid public purpose and enhances public safety; and

WHEREAS, it is deemed in the best interest of the participating governments that said governments do enter into a mutually satisfactory agreement for the transfer of the radio equipment;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Within thirty (30) days of the effective date of this Agreement and for the consideration contained in paragraph 4 of this agreement, Rocky Creek Volunteer Fire department shall receive surplus radio equipment in "as is condition" from College Station.
2. College Station shall transfer to Rocky Creek Volunteer Fire department the following radio equipment:

Type	Serial Number	Stock	Model	Description	Model
PORTABLE	721CKZ2776	51019	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2778	51016	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2779	51018	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2782	51037	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2784	51021	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2785	51035	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2786	51036	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2788	51041	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2789	51042	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2790	51023	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2792	51020	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2795	51010	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2798	51014	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2799	51024	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2800	51025	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2803	51004	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2807	51032	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2810	51028	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2814	51007	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2816	51012	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2821	51029	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CKZ2823	51046	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000

PORTABLE	721CKZ2827	51059	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CLD0930	51106	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000
PORTABLE	721CMV0203	51116	H18UCF9PW6AN	XTS5000 - Model II	XTS 5000

Including: Antenna, Battery, Spare Battery, and Charger for each XTS5000

Rocky Creek Volunteer Fire department and College Station shall schedule a date and time convenient to both parties for a Rocky Creek Volunteer Fire department representative to collect the equipment. Delivery will be F.O.B. College Station, Texas.

3. Effective Date. This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 5 or 6.
4. Consideration. Upon College Station's receipt of a written request from Rocky Creek Volunteer Fire department for surplus radio equipment, College Station will sell to Rocky Creek Volunteer Fire department, and Rocky Creek Volunteer Fire department will pay ONE AND NO/100 DOLLARS (\$1.00), for available surplus radio equipment identified in paragraph 2. Rocky Creek Volunteer Fire department agrees to use the surplus radio equipment for the purposes established in this Agreement.
5. Modification. The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
6. Termination. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 10 herein.
7. Hold Harmless. College Station and Rocky Creek Volunteer Fire department agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.
8. Disclaimer of Warranty. The transfer of the radio equipment is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind. Rocky Creek Volunteer Fire department understands and agrees that the goods are provided "as is."
9. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

10. Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Rocky Creek Volunteer Fire department:

Rocky Creek Volunteer Fire department
Attn: Tim Mantey, Rocky Creek Volunteer Fire Chief
9771 Longpoint RD
Burton, TX 77835
(979) 203-1974

College Station:

City of College Station
Department of Information Technology
Attn: Erin Provazek, Interim IT Director
310 KrenekTap Rd
P.O. Box 9960
College Station, Texas 77842
(979)764-3482

11. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
12. Amendment. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
13. Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.
14. Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
15. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
16. Waiver. Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
17. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

18. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
19. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**ROCKY CREEK VOLUNTEER
FIRE DEPARTMENT**

By: Tim Mantey
Tim Mantey, Rocky Creek Volunteer Fire Chief
Date: 12-15-17

ATTEST:

Cordie Rose
Printed Name: Cordie Rose
Title: PRESIDENT
Date: 12-15-2017

CITY OF COLLEGE STATION

By: _____
Karl Mooney, Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager, CFO
Date: _____

Legislation Details (With Text)

File #:	18-0021	Version:	1	Name:	2nd Amendment to Axon Master Agreement
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	12/21/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on the second amendment to the Axon Master Services and Purchase Agreement (Contract No.16300457) increasing the term from five (5) to seven (7) years, increasing the contract value from \$706,186.31 to \$1,166,698.62 and adding the new Axon Fleet (in-car video camera system) hardware, implementation, assurance plan (warranty) and data storage. Any future additional purchases under the agreement will be an additional amount.				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	Axon 2nd Amend Final 1-3-18 - signed				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the second amendment to the Axon Master Services and Purchase Agreement (Contract No.16300457) increasing the term from five (5) to seven (7) years, increasing the contract value from \$706,186.31 to \$1,166,698.62 and adding the new Axon Fleet (in-car video camera system) hardware, implementation, assurance plan (warranty) and data storage. Any future additional purchases under the agreement will be an additional amount.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff Recommends Council Approval

Summary:

On June 30, 2016 the Council approved Master Services and Purchasing Agreement with TASER and on April 5, 2017, TASER International, Inc. changed its corporate name to Axon Enterprise, Inc. and the City and Axon recognized the name change and amended the agreement with the first amendment on April 25, 2017.

This amendment is adding the Axon Fleet solution (in-car video camera system) including hardware, implementation, assurance plan (warranty) and data storage. The assurance plan is a replacement program guaranteeing the City will have the latest technology for equipment that is routinely replaced from wear and tear.

Budget & Financial Summary:

The new per year total is:

Year 3:	\$176,172.00
Year 4	\$176,172.00
Year 5	\$176,172.00
Year 6	\$179,219.40
Year 7	\$179,219.40

Attachments:

1. 2nd Amendment to Axon Master Services and Purchase Agreement

Second Amendment to Master Services and Purchasing Agreement

This Second Amendment ("Amendment") is made and entered into by and between City of College Station, a Texas Home Rule Municipal Corporation ("Agency") and Axon Enterprise, Inc. ("Axon"), hereinafter collectively referred to as the "Parties".

WHEREAS, on June 30, 2016 the Parties entered into a certain Master Services and Purchasing Agreement with Contract No. 16300457 (the "Agreement"); and

WHEREAS, on April 5, 2017, TASER International, Inc. changed its corporate name to Axon Enterprise, Inc. and the City and Axon recognized the name change and amended the TASER Assurance plan with the First Amendment on April 25, 2017; and

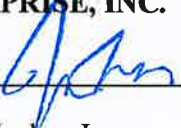
NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **The second paragraph on page 2 is amended to read as follows:** "This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-147589-2 (the **Quote**), which is attached in the Quote Appendix. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. All purchases from this Agreement will be made from TASER through Buyboard Contract #500-15. All products and services on the Buyboard have been carefully and competitively bid and awarded based on Texas law by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties. In consideration of this Agreement the Parties agree as follows:"
2. The attached "**Exhibit A**" **Quote Appendix** (Quote Q-147589-2) issue date of 12/26/2017 will replace the Quote Appendix (Q-70242-1 and Q-121711-3) in the Agreement.
3. **Section 1 Term on page 2, first paragraph is amended to read as follows: "1. Term.** This Agreement will commence on the Effective Date. The Agreement term is seven (7) years. After the seven year term, this Agreement will automatically renew in one (1) year terms and will remain in full force and effect until terminated by either Party. The Effective Date is the date the final party executes the Agreement making it fully executed."
4. The attached "**Exhibit B**" **Axon Fleet Appendix** is incorporated into the Agreement, including the attached Axon Fleet Statement of Work (Fleet SOW).
5. All other terms and conditions of the Agreement and First Amended Agreement shall remain unchanged and in full force and effect.

6. This Amendment will be effective when signed by the last Party whose signing makes the Amendment fully executed.

IN WITNESS WHEREOF, the Parties hereby evidence their agreement to the above terms and conditions by having caused this Amendment to be executed by their duly authorized representatives.

AXON ENTERPRISE, INC.

By: 

Printed Name: Joshua Isner

Title: Chief Revenue Officer

Date: 1/3/2018

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Quote Appendix
(Quote Q-147589-2)

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Brandy Norris
(979) 764-3626
bnorris@cstx.gov

Quotation

Quote: Q-147589-2
Date: 12/26/2017 4:06 PM
Quote Expiration: 1/17/2018
Contract Start Date*: 2/1/2018
Contract Term: 5 years

AX Account Number:
116837

Bill To:
College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

Ship To:
Brandy Norris
College Station Police Dept. - TX
2611 A TEXAS AVE. S.
College Station, TX 77840
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Strozier		pstrozier@axon.com	FedEx - Home Delivery	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet Pre-Order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Phase 1 Year 1 BWC (Aug 1 2016 - Oct 1 2016)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 35,910.00	USD 13,950.00	USD 21,960.00
90	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 29.95	USD 2,695.50	USD 2,695.50	USD 0.00
90	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 29.95	USD 2,695.50	USD 2,695.50	USD 0.00
90	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 14.95	USD 1,345.50	USD 1,345.50	USD 0.00
16	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 23,920.00	USD 0.00	USD 23,920.00
16	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 560.00	USD 0.00	USD 560.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	89001	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR	USD 78.00	USD 7,020.00	USD 7,020.00	USD 0.00
2,700	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 0.00	USD 2,000.00
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 0.00	USD 2,000.00
Phase 1 Year 1 BWC (Aug 1 2016 - Oct 1 2016) Total Before Discounts:						USD 78,146.50
Phase 1 Year 1 BWC (Aug 1 2016 - Oct 1 2016) Discount:						USD 27,706.50
Phase 1 Year 1 BWC (Aug 1 2016 - Oct 1 2016) Net Amount Due:						USD 50,440.00

Phase 2 year 1 BWC (Oct 1 2016 - Sep 30 2017)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 85,320.00	USD 49,500.00	USD 35,820.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
Phase 2 year 1 BWC (Oct 1 2016 - Sep 30 2017) Total Before Discounts:						USD 112,680.00
Phase 2 year 1 BWC (Oct 1 2016 - Sep 30 2017) Discount:						USD 49,500.00
Phase 2 year 1 BWC (Oct 1 2016 - Sep 30 2017) Net Amount Due:						USD 63,180.00

Phase 2 year 2 BWC add-on (Aug 1 2017 - Sep 30 2018)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 1,995.00	USD 0.00	USD 1,995.00
10	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 14.95	USD 149.50	USD 0.00	USD 149.50
1	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 1,495.00	USD 0.00	USD 1,495.00
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 0.00	USD 216.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 4,740.00	USD 0.00	USD 4,740.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 900.00	USD 0.00	USD 900.00
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 352.98	USD 0.00	USD 352.98
Phase 2 year 2 BWC add-on (Aug 1 2017 - Sep 30 2018) Total Before Discounts:						USD 9,848.48
Phase 2 year 2 BWC add-on (Aug 1 2017 - Sep 30 2018) Net Amount Due:						USD 9,848.48

Phase 2 year 2 BWC (Oct 1 2017 - Sep 30 2018)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
90	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 85,320.00	USD 0.00	USD 85,320.00
3,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,404.00	USD 1,404.00	USD 0.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
118	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 21,240.00	USD 0.00	USD 21,240.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 3,456.00	USD 0.00
Phase 2 year 2 BWC (Oct 1 2017 - Sep 30 2018) Total Before Discounts:						USD 118,920.00
Phase 2 year 2 BWC (Oct 1 2017 - Sep 30 2018) Discount:						USD 4,860.00
Phase 2 year 2 BWC (Oct 1 2017 - Sep 30 2018) Net Amount Due:						USD 114,060.00

Axon Fleet deployment Feb 1 2018 - Sep 30 2018

The Unlimited Bundle for Axon Body 2 and Fleet Unlimited Bundle will all begin Oct 1 and the 12-month term with TAP upgrades will all be based off the new Oct 1 start date of Phase 2. Axon's Standard Issue Grant of \$150 credit per officer is reflected on the Unlimited License Payment. Also included are 3 Spare Body 2's with Accessories as well as 2 Spare Dash Cams with Mounts. They are all zeroed out line items to reflect no cost to College Station.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
94	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 37,506.00	USD 14,053.00	USD 23,453.00
94	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
47	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
94	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
47	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
47	85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	USD 792.00	USD 37,224.00	USD 27,918.00	USD 9,306.00
47	11605	CRADLEPOINT ROUTER - IBR900LP6	USD 660.00	USD 31,020.00	USD 31,020.00	USD 0.00
47	11511	ROUTER ANTENNA, FLEET	USD 220.00	USD 10,340.00	USD 10,340.00	USD 0.00
47	11521	CRADLEPOINT - NETCLOUD + CRADLECARE - 5 YEARS	USD 46.67	USD 2,193.49	USD 2,193.49	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
47	74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	USD 600.00	USD 28,200.00	USD 20,163.00	USD 8,037.00
1	71039	WI-FI OFFLOAD, SOFTWARE LICENSE	USD 600.00	USD 600.00	USD 0.00	USD 600.00
1	74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	USD 400.00	USD 400.00	USD 400.00	USD 0.00
Axon Fleet deployment Feb 1 2018 - Sep 30 2018 Total Before Discounts:						USD 147,483.49
Axon Fleet deployment Feb 1 2018 - Sep 30 2018 Discount:						USD 106,087.49
Axon Fleet deployment Feb 1 2018 - Sep 30 2018 Net Amount Due:						USD 41,396.00

Axon Fleet Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 798.00	USD 798.00	USD 0.00
2	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	No Router	No Router (Declined)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Axon Fleet Spares Total Before Discounts:						USD 798.00
Axon Fleet Spares Discount:						USD 798.00
Axon Fleet Spares Net Amount Due:						USD 0.00

Year 3 - Oct 1 2018- Sept 30 2019

Integrations Licenses do not begin until Year 2 because College Station is changing RMS systems. They are scheduled for March 2017 installation of new system. Once the new RMS system is installed, Axon will work with them to begin Integration services. They do not desire to integrate with their current system.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
95	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 948.00	USD 90,060.00	USD 0.00	USD 90,060.00
3,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
95	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 17,100.00	USD 0.00	USD 17,100.00
17	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,672.00	USD 0.00	USD 3,672.00
47	85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	USD 1,188.00	USD 55,836.00	USD 0.00	USD 55,836.00
1	74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
Year 3 - Oct 1 2018- Sept 30 2019 Total Before Discounts:						USD 176,172.00
Year 3 - Oct 1 2018- Sept 30 2019 Net Amount Due:						USD 176,172.00

Year 4 - Oct 1 2019 - Sept 30 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
95	80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD 948.00	USD 90,060.00	USD 0.00	USD 90,060.00
3,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
95	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 17,100.00	USD 0.00	USD 17,100.00
17	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,672.00	USD 0.00	USD 3,672.00
47	85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	USD 1,188.00	USD 55,836.00	USD 0.00	USD 55,836.00
1	74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
Year 4 - Oct 1 2019 - Sept 30 2020 Total Before Discounts:						USD 176,172.00
Year 4 - Oct 1 2019 - Sept 30 2020 Net Amount Due:						USD 176,172.00

Year 5 Oct 1 2020- Sept 30 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
95	80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD 948.00	USD 90,060.00	USD 0.00	USD 90,060.00
3,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
95	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 17,100.00	USD 0.00	USD 17,100.00
17	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,672.00	USD 0.00	USD 3,672.00
47	85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT	USD 1,188.00	USD 55,836.00	USD 0.00	USD 55,836.00
1	74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
Year 5 Oct 1 2020- Sept 30 2021 Total Before Discounts:						USD 176,172.00
Year 5 Oct 1 2020- Sept 30 2021 Net Amount Due:						USD 176,172.00

Year 6 - Oct 1 2021 - Sept 30 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
95	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 90,060.00	USD 0.00	USD 90,060.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
123	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 22,140.00	USD 1,992.60	USD 20,147.40
17	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,672.00	USD 0.00	USD 3,672.00
47	85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT	USD 1,188.00	USD 55,836.00	USD 0.00	USD 55,836.00
1	74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
3,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Year 6 - Oct 1 2021 - Sept 30 2022 Total Before Discounts: USD 181,212.00

Year 6 - Oct 1 2021 - Sept 30 2022 Discount: USD 1,992.60

Year 6 - Oct 1 2021 - Sept 30 2022 Net Amount Due: USD 179,219.40

Year 7 - Oct 1 2022 - Sept 30 2023

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
95	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 90,060.00	USD 0.00	USD 90,060.00
3,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,404.00	USD 0.00	USD 1,404.00
90	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 7,500.00	USD 0.00	USD 7,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
123	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 22,140.00	USD 1,992.60	USD 20,147.40
17	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,672.00	USD 0.00	USD 3,672.00
47	85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	USD 1,188.00	USD 55,836.00	USD 0.00	USD 55,836.00
1	74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00

Year 7 - Oct 1 2022 - Sept 30 2023 Total Before Discounts: USD 181,212.00

Year 7 - Oct 1 2022 - Sept 30 2023 Discount: USD 1,992.60

Year 7 - Oct 1 2022 - Sept 30 2023 Net Amount Due: USD 179,219.40

Subtotal USD 1,165,879.28

Estimated Shipping & Handling Cost USD 819.34

Grand Total USD 1,166,698.62

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

This quote will terminate contract 8010 (quotes 70242 & 121711) All previous hardware is still covered by TAP as per licensing structure. BWC and Docks are allotted three TAP refreshes through the end of this contract term at the standard 30-month interval based on the original contract start date of Oct 1, 2016. The new deployment of Fleet from this quote are allotted the standard two TAP refreshes.

This Quote is governed by the Master Services and Purchasing Agreement executed between City of College Station, Texas and Axon Enterprise, Inc. (formerly TASER International, Inc.) with an Effective Date of June 30, 2016 (Agreement), as well as the attached Axon Fleet Appendix. By signing this Quote, you represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-147589-2

Please sign and email to Paul Strozier at pstrozier@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Exhibit B
Axon Fleet Appendix
and the
Axon Fleet Statement of Work

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1** **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2** **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3** **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4** **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5** **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

 - 5.1.** If the Agency chooses to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon, or the Agency chooses a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2.** Additional charges for Axon services may apply in the event Axon is required to (a) replace

hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

- 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

- 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not:
- (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS;
 - (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same;
 - (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement;
 - (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement;
 - (f) resell, rent, loan or sublicense Fleet WOS;
 - (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or
 - (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS.
- All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. **Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (collectively, "**WOS Updates**") to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. **Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

- 7 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

- 8 **Axon Fleet Unlimited Upgrade.** If the Agency has purchased Fleet Unlimited, the Axon Fleet camera

hardware is covered by a 4-year extended warranty. Axon Fleet Unlimited also provides the Agency with Axon Fleet camera hardware Upgrade Models during the Term, solely with respect to the Axon Fleet camera. Axon Fleet Upgrade Models are to be provided as follows during and/or after the Axon Fleet Unlimited Term: 2.5 years after the Axon Fleet Subscription Start Date and once again 5 years after the Axon Fleet Subscription Start Date if the Agency purchased 5 years of Axon Fleet Unlimited and made all Axon Fleet Unlimited payments. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

- 9.1.** Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 9.2.** Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 9.3.** The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.
- 9.5.** If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: **College Station PD**

Sold By:	Paul Strozier
Designed By:	Marvin England
Installed By:	Axon
Target Install Date:	February 1, 2018

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	College Station PD
Total Configured Vehicles 47 Total Vehicles with this Configuration Video Capture Sources 94 Total Cameras Deployed 1 Axon Signal Unit(s) Per Vehicle Mobile Data Terminal Per Vehicle 1 Located In Each Vehicle Mobile Router Per Vehicle 1 Cradlepoint IBR900 Series Offload Mechanism - Dock & Walk and WiFi Evidence Management System - Evidence.com	
 Axon Camera  Signal Unit  In-Car Router  Battery Box	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet system

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
	When triggered, the Axon Signal Unit (ASU) will activate the recording mechanism of all Axon cameras within 30 feet of the vehicle.	
Axon Battery Boxes	Each battery box will provide power to its connected camera for up to 4 hours, to allow for video offload while the vehicle is in an off state.	
Signal Activation Methods	A recording trigger will occur when the Axon Signal Unit detects a change in voltage on a terminal. All Axon cameras within 30 feet of the triggered Axon signal unit will begin recording.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal	
Mobile Data Terminal Requirements	Operating System: Windows 7 or Windows 10 - x32 or x64 Hard Drive: Must have 25GB+ of free disk space RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	
Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel.	
Hardware Provisioning	Axon to provide Fleet Cameras, Axon Signal Units and Battery Boxes	
	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide an MDT for each vehicle	

In-Car Network Considerations

Network Requirements	The Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	94	188	
	Mobile Data Terminal	47		
	Cradlepoint IBR900 Series	47		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 1 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	1 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900 Series will connect to the agency's wireless access points and initiate the upload of recorded video content.
Hardware Provisioning	The customer will provide all wireless access points for this installation.
	Axon will provide all servers required for this installation.

Wireless Offload Server Considerations

Hardware Provisioning	The customer will provide all wireless access points for this installation.
	The customer will provide the data switch for this installation.
	The customer will provide the server rack for this installation.
	The customer will provide the KVM, monitor and mouse for this installation.
	The customer will provide the Uninterruptable Power Supply (UPS) for this installation.
	Servers will maintain a Sustained Disk Write Speed of 7.57575757575758 MBps.

Network Consideration Agreement

Network Consideration Agreement	College Station PD acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by College Station PD does not meet the minimum requirement, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply.

Project Management & Training

Project Management	AXON will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.
Training	AXON will provide on-site training to lead the AXON Fleet deployment. End-user go-live training and support: This training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.

**Axon International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

This Statement of Work is governed by the Master Services and Purchasing Agreement executed between City of College Station, Texas and Axon Enterprise, Inc. (formerly TASER International, Inc.) with an Effective Date of June 30, 2016 (Agreement), as well as the attached Axon Fleet Appendix. By signing this you represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Statement of Work.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Signature: _____

Date: _____

Name (Print): _____

Title: _____



Legislation Details (With Text)

File #:	18-0033	Version:	1	Name:	HTC Resolution of Support & Funding
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	12/28/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the adoption of a Resolution of Support for The Regency Lofts application to the Texas Department of Housing and Community Affairs for an allocation 9% Housing Tax Credits in 2018.				
Sponsors:	Debbie Eller				
Indexes:					
Code sections:					
Attachments:	Regency Lofts Resolution of Support Final				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the adoption of a Resolution of Support for The Regency Lofts application to the Texas Department of Housing and Community Affairs for an allocation 9% Housing Tax Credits in 2018.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this resolution following a presentation during the Workshop session

Summary: Staff will provide a presentation during the Workshop session regarding the need for the development of more affordable housing units, a summary of proposals received in response to RFI 18-008 - Development of Affordable Housing, and provide a recommendation to support The Regency Lofts application to the Texas Department of Housing and Community affairs for an allocation of 9% Housing Tax Credits in 2018. This resolution will meet the requirements of section 2306.6710(b)(1)(B) for the award of points through the Qualified Allocation Plan. Additionally, the Resolution will provide funding in the amount of \$500.00 to be made in the form of paid building and/or permit fees. These funds are available through the Community Services Administrative budget.

Budget & Financial Summary: \$500.00 available in the Community Services Administrative budget for FY 2018.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DECLARING SUPPORT FOR THE REGENCY LOFTS TAX CREDIT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE YEAR 2018.

WHEREAS, the City of College Station received a request from KRS Housing, LLC in partnership with DWR Development Group, LLC for support of an affordable senior rental housing development, Regency Lofts at 1898 Arnold Road, College Station, Texas, and

WHEREAS, KRS Housing, LLC in partnership with DWR Development Group, LLC intends to submit an application to the Texas Department of Housing and Community Affairs in order to receive a tax credit allocation for the year 2018, and

WHEREAS, the construction of affordable rental housing in accordance with the City of College Station Consolidated Plan which demonstrates a need for this type of development; now, therefore,

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

PART 1: That the City Council hereby declares support of the application for tax credits for Regency Lofts.

PART 2: That the development of Regency Lofts fulfills a need for additional affordable rental housing in accordance with the City of College Station Consolidated Plan.

PART 3: That the development will receive funding commitment in the amount of \$500.00 to be made in the form of paid building and/or permit fees.

PART 4: It is found and determined that the meeting at which this Resolution was passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PART 5 That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 11th day of January, AD 2018

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Legislation Details (With Text)

File #:	18-0012	Version:	1	Name:	Street and PUE Abandonment - Science Park
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	12/20/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 70-foot wide Street and Public Utility Easement lying within Lot 1A, Block 1 of the Science Park Subdivision, according to the plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	VICINITY MAP LOCATION MAP Ordinance Exhibit A				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 70-foot wide Street and Public Utility Easement lying within Lot 1A, Block 1 of the Science Park Subdivision, according to the re-plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

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

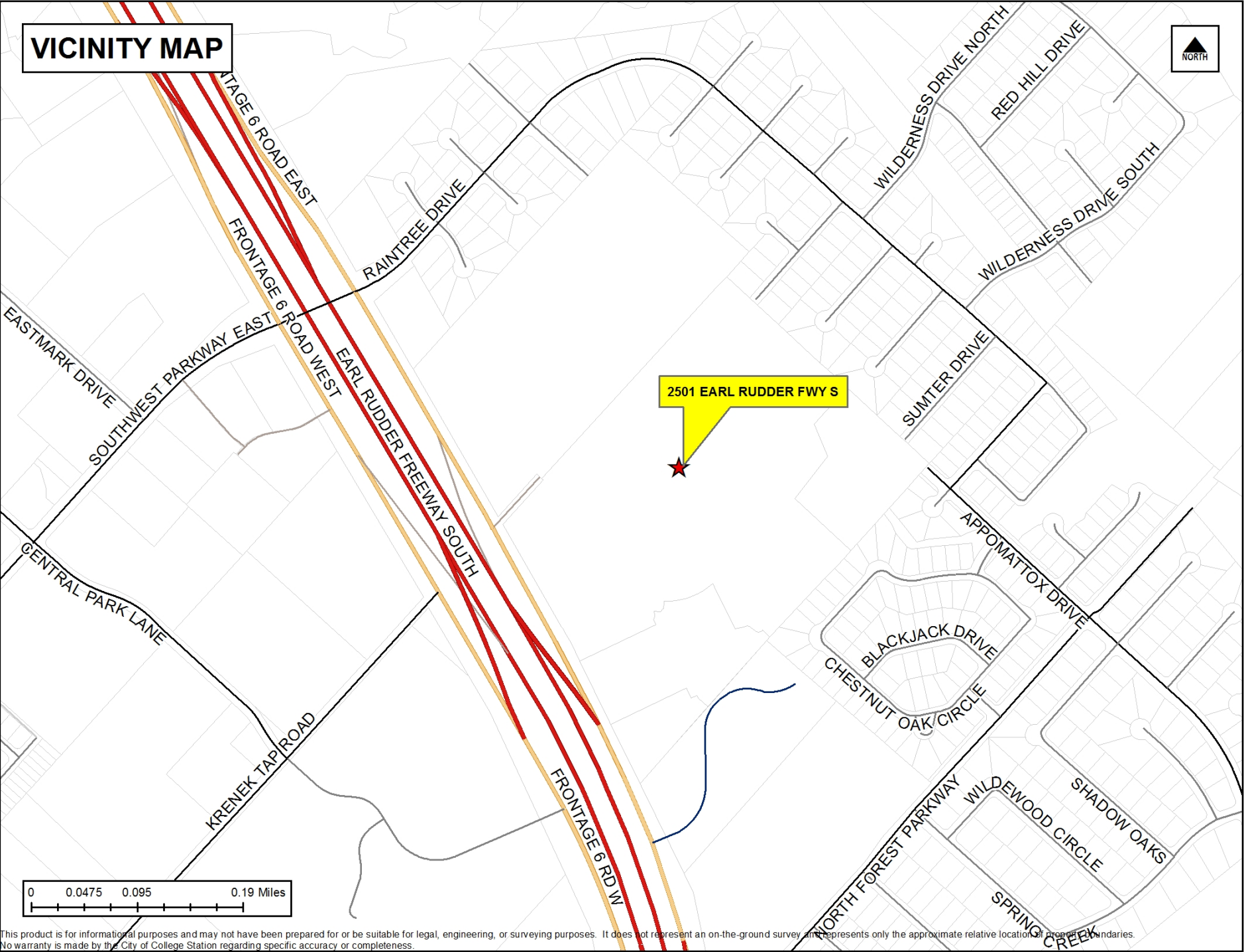
Summary: This street and public utility easement abandonment will accommodate future development of the property. There is no existing public infrastructure in the easement and the street is not part of any future thoroughfare.

The 70-foot street and public utility easement is located on Lot 1A, Block 1 of the Science Park Development, according to the re-plat recorded in Volume 14160, Page 1, of the Deed Records of Brazos County.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"



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



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING THE 70 FOOT WIDE STREET AND PUBLIC UTILITY EASEMENT, SAID EASEMENT LYING WITHIN LOT 1A, BLOCK 1, OF THE SCIENCE PARK SUBDIVISION, ACCORDING TO THE RE-PLAT RECORDED IN VOLUME 14160, PAGE 1 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the 70 foot wide street and public utility easement, said easement lying within Lot 1A, Block 1, of the Science Park Subdivision, according to the re-plat recorded in Volume 14160, Page 1, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such easement hereinafter referred to as the “Easement”); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

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

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 11th day of January 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

GESSNER ENGINEERING, LLC

16-0422

2501 Ashford Drive
College Station, Texas 77840
(979) 680-8840 - Fax (979) 680-8841

2.097 ACRE 70 FEET WIDE
CITY OF COLLEGE STATION STREET & PUBLIC UTILITY EASEMENT ABANDONMENT
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS;

Being a strip of land seventy (70) feet wide and containing 2.097 acres (called), more or less, described in a deed to the City of College Station, recorded in Volume 555, Page 503, Deed Records of Brazos County, Texas, (D.R.B.C.,Tx.) being over, across, and upon a portion of Lot 1, Block 1, and a portion of a called 5.66 acre Common Area, Block 1, of The Science Park Subdivision, situated in the City of College Station, Brazos County, Texas, in the Morgan Rector Survey, A-46, described in a deed to OGC College Station Park LP, recorded in Volume 14160, Page 01, Official Records of Brazos County, Texas, (O.R.B.C.,Tx.) and being more particularly described as follows:

BEGINNING at a 1/2-inch capped iron rod, stamped "KLING" for the north corner of said Lot 1, Block 1, same being the west corner of Lot 9, Block 1, Raintree Subdivision, Section 3, recorded in Volume 419, Page 41, (D.R.B.C.,Tx.), in the southeast line of a 29.348 acre tract of land described as Lot 1, Block 1, A & M Church of Christ, recorded in Volume 8707, Page 51, Official Records of Brazos County, Texas, (O.R.B.C.,TX.) for the north corner of herein described tract;

THENCE South 47 Degrees 23 Minutes 19 Seconds East, with the southwest line of said Raintree Subdivision Section Three, 1305.13 feet to a 1/2-inch capped iron rod, stamped "KLING" for the east corner of said Common Area, same being the south corner of said Raintree Subdivision, Section Three, in the northwest line of Block 3, Carter's Crossing Subdivision, Phase Two, recorded in Volume 11351, Page 129, (O.R.B.C.,Tx.) for the east corner of herein described tract;

THENCE South 42 Degrees 37 Minutes 52 Seconds West, with the southeast line of said Common Area to the south corner of the herein described tract. For reference, a 1/2-inch capped iron rod, stamped "KLING", bear South 42 Degrees 37 Minutes 38 Seconds West, 1046.28 feet;

THENCE North 47 Degrees 23 Minutes 19 Seconds West, leaving said southeast line and being parallel with the northeast line of said Lot 1, Block 1, 1305.04 feet to the common line between said Lot 1, Block 1 and said 29.348 acre tract, for the west corner of the herein described tract. For reference, a 1/2-inch capped iron rod stamped "KLING", bears South 42 Degrees 33 Minutes 35 Seconds West, 1225.66 feet;

THENCE North 42 Degrees 33 Minutes 35 Seconds East, with said common line, 70.00 feet, to the PLACE OF BEGINNING and occupying 2.097 acres of land, more or less.

Bearings are based on the NAD 83 Texas State Plane Coordinate System, Central Zone (4203) as obtained by GPS observations.

Reference is hereby made to a separate survey plat bearing even date herewith.

Dated this the 1st day of November, 2017.

Michael Konetski 11/01/17

Michael Konetski, R.P.L.S. No. 6531
Gessner Engineering, LLC



17-0422AE

EASEMENT ABANDONMENT

70' WIDE PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 555,
PAGE 503, OVER, ACROSS, AND UPON
A PORTION OF LOT 1, BLOCK 1
AND A CALLED 5.66 ACRE COMMON AREA, BLOCK 1
V. 13649, P. 166

MORGAN RECTOR SURVEY, A-46
BRAZOS COUNTY, TEXAS

ADDRESS:
EARL RUDDER FREEWAY S TX
COLLEGE STATION, TEXAS 77845



GESSNER
ENGINEERING

GESSNER ENGINEERING

Corporate Office
2501 Ashford Drive
College Station, Texas 77840
www.gessnerengineering.com

FIRM REGISTRATION NUMBER:
TBPEF-7451.TBPLSF-10193910

COLLEGE STATION 979.680.8840
BRENHAM 979.836.6855
FORT WORTH 817.405.0774
SAN ANTONIO 210.555.4124

ABANDONMENT

Issue Date: 11-01-17
 Drawn By: MN
 Checked By: MK
 Project Number: 16-0422AE

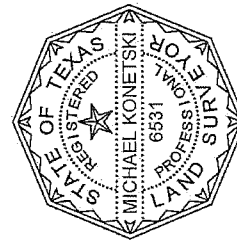
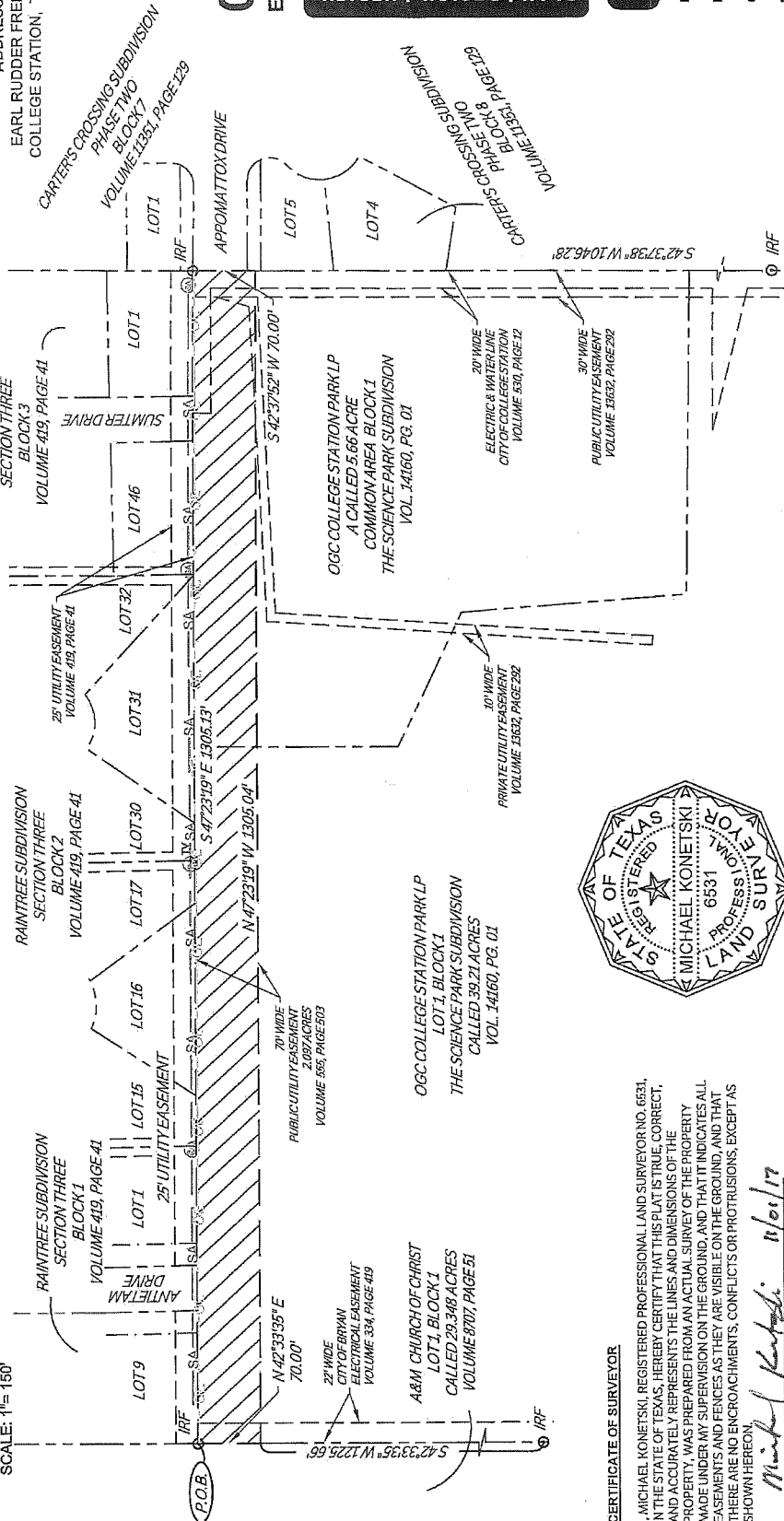
NOTES:

1. BEARINGS REFER TO NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203) AS OBTAINED BY GPS OBSERVATIONS AND ARE GRID REPRESENTATIONS. THE BENEFIT OF A TITLE SURVEY WAS DONE WITHOUT THE RESULTS OF A TITLE SEARCH, ADDITIONAL COMMITMENT, NOR THE RESULTS OF THIS PROPERTY WHICH WERE DOCUMENTS MAY BE APPLICABLE TO THIS PROPERTY. NOT TAKEN INTO CONSIDERATION.

LEGEND

CIRF	=	CAPPED IRON ROD FOUND
IRF	=	IRON ROD FOUND
☒ TV	=	TELEPHONE PEDESTAL
	=	SANITARY SEWER MANHOLE
---	=	PROPERTY LINE
---	=	ADJOINER PROPERTY LINE
	=	FASEMENT

SCALE: 1"=150'



CERTIFICATE OF SURVEYOR

MICHAEL KONETSKI, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6531,
IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE, CORRECT,
AND ACCURATELY REPRESENTS THE LINES AND DIMENSIONS OF THE
PROPERTY. WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY
MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT IT INDICATES ALL
EASEMENTS AND FENCES AS THEY ARE VISIBLE ON THE GROUND, AND THAT
THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS
SHOWN HEREON.

SHOWN HEREON, Michael Konetski 11/01/17
MICHAEL KONETSKI RPI S. NO. 6531

Legislation Details (With Text)

File #:	18-0013	Version:	1	Name:	PUE Abandonment - CSISD Willow Branch and Oakwood School Sites
Type:	Ordinance	Status:			Agenda Ready
File created:	12/20/2017	In control:			City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 7,086 square-foot portion of a 10-foot wide Public Utility Easement lying within Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 153, of the Deed Records of Brazos County, Texas.				
Sponsors:	Carol Cotter				
Indexes:					
Code sections:					
Attachments:	VICINITY MAP LOCATION MAP Exhibit A Ordinance- CSISD Willow Branch and Oakwood School Sites				
Date	Ver.	Action By	Action		Result

Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 7,086 square-foot portion of a 10-foot wide Public Utility Easement lying within Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51-53, of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Diverse Growing Economy

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

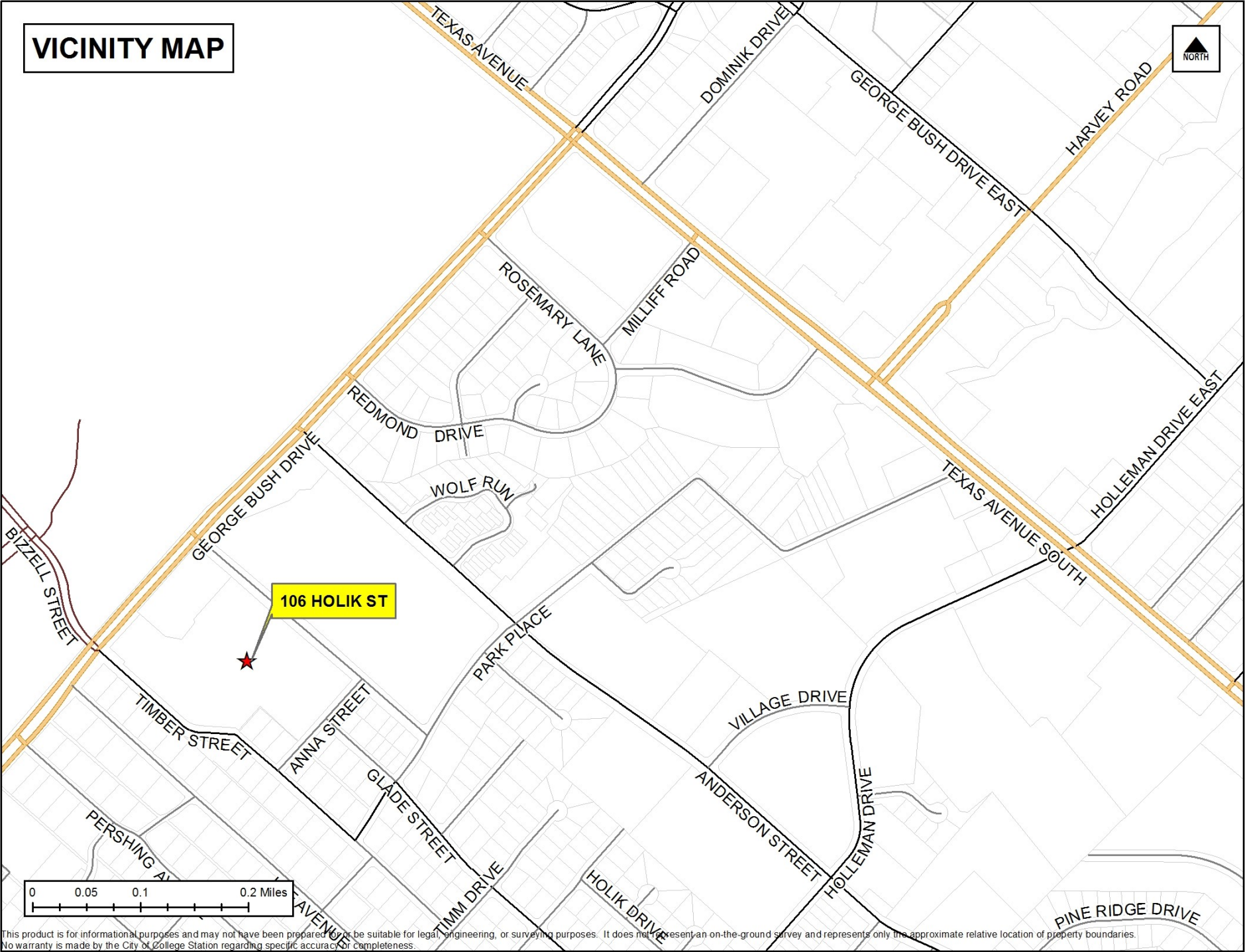
Summary: This public utility easement is being abandoned because there is no current public use or need as the utilities have been relocated to accommodate new CSISD development. There is no public infrastructure located in the easement.

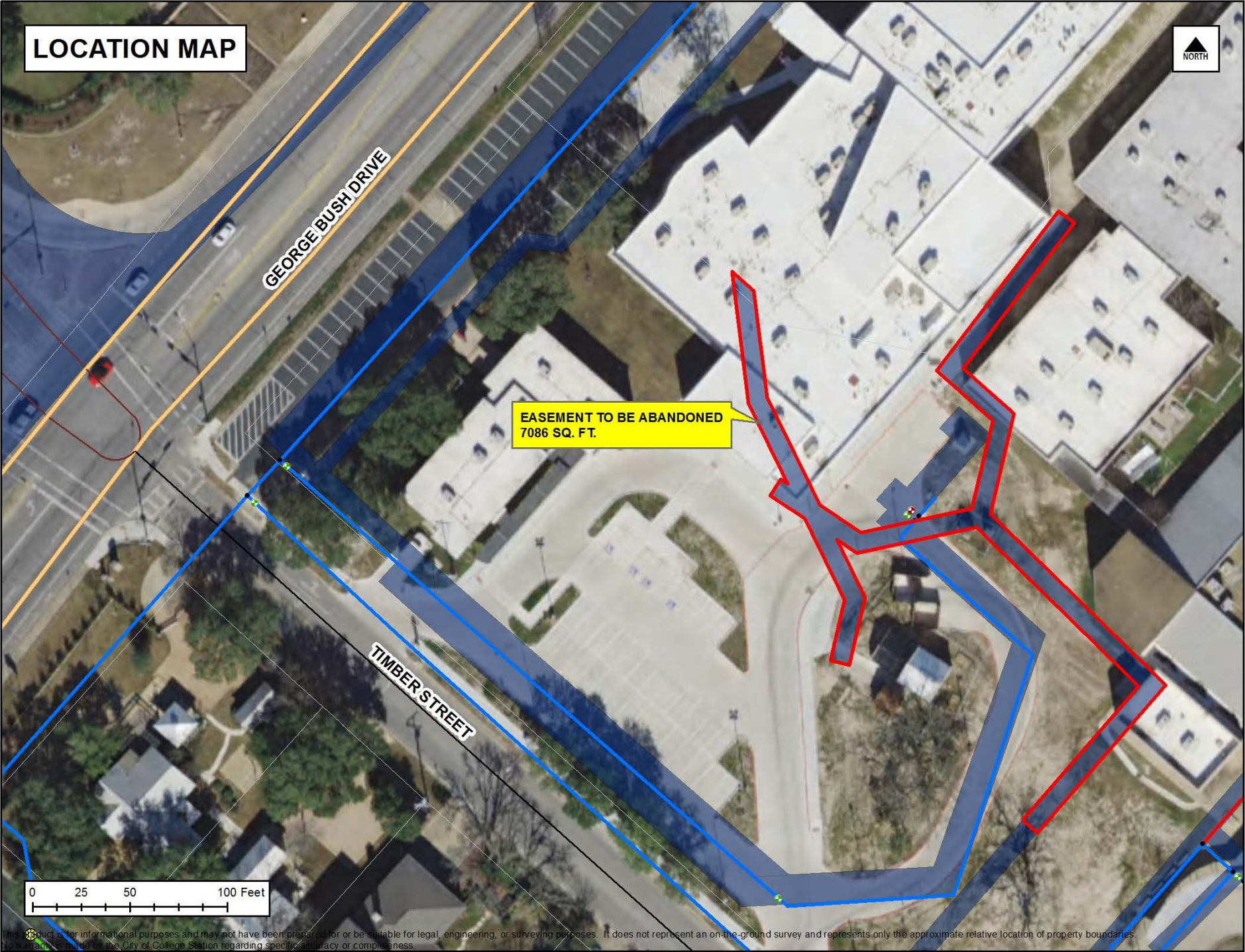
The 7,086 square foot portion of 10-foot wide public utility easement is located on Lot 1, Block 2 of the CSISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51-53, of the Deed Records of Brazos County.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"





Joe Orr
A BASELINE CORPORATION CO.
Post Office Box 11979
College Station, TX 77842-1979
(979) 693-2777
TBPLS Firm no. 100544-00

Partial Abandonment of 10' P.U.E.
Lot 1, Block 2 – CSISD Willowbranch
and Oakwood School Sites
College Station, Texas
October 2017

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being a portion of the 10 ft.-wide Public Utility Easements (P.U.E.s) through the Oakwood Intermediate School block, described as Lot 1, Block 2 on the subdivision plat recorded in volume 3588, pages 51-53 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Commencing at a 5/8" iron rod with a yellow plastic cap stamped "KERR RPLS 4502" found marking a point of curvature in the southwest boundary of said Lot 1, also being in the northeast right-of-way line of Timber Street as dedicated by said subdivision plat.

Thence N 48° 05' 08" W – 71.94 feet, along the said southwest boundary of Lot 1 and northeast line of Timber Street, to a southwest corner of a 10 ft.-wide P.U.E. dedicated by said subdivision plat, from where a Magnail set in concrete at an offset corner of the said right-of-way line of Timber Street bears N 48° 05' 08" W – 325.65 feet;

Thence N 40° 54' 52" E – 129.26 feet, through said Lot 1 along a northwest line of said P.U.E., to the Point of Beginning of this described abandonment tract;

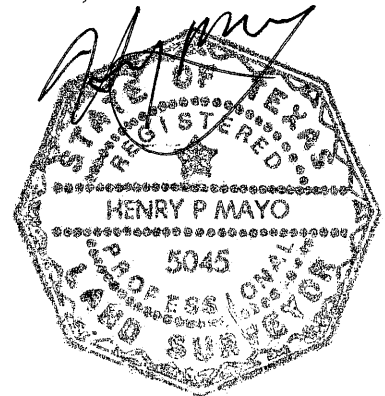
Thence through the interior of said Lot 1, along boundary lines of 10 ft.-wide P.U.E.s dedicated and described by said subdivision plat, as follows:

N 40° 54' 52" E – 91.16 feet to an angle point;
N 45° 40' 37" W – 116.77 feet to an angle point;
S 77° 50' 58" W – 62.94 feet to an angle point;
N 56° 27' 17" W – 12.52 feet to an angle point;
S 26° 07' 27" E – 33.20 feet to an angle point;
S 13° 19' 44" W – 35.59 feet to an angle point;
N 76° 40' 16" W – 10.00 feet to an angle point;
N 13° 19' 44" E – 32.01 feet to an angle point;
N 26° 07' 27" W – 46.70 feet to an angle point;
N 56° 27' 17" W – 21.50 feet to an angle point;
N 33° 32' 43" E – 10.00 feet to an angle point;
S 56° 27' 17" E – 4.41 feet to an angle point;
N 26° 07' 27" W – 46.14 feet to an angle point;

N 7° 05' 31" W – 68.25 feet to an angle point on a common boundary line of Lot 1 and that 2.127 acre (net) tract described in deed to College Station Independent School District recorded in volume 11917, page 65 of the Official Public Records of Brazos County, Texas, from where a Magnail set at their most westerly common corner (where a Cotton Spindle was found in 2013) bears N 48° 39' 27" W – 123.38 feet; S 48° 39' 27" E – 15.07 feet, along said common boundary line, to an angle point; S 7° 05' 31" E – 55.30 feet to an angle point; S 26° 07' 27" E – 61.56 feet to an angle point; S 56° 27' 17" E – 25.40 feet to an angle point; N 77° 50' 58" E – 58.26 feet to an angle point; N 13° 23' 19" E – 46.71 feet to an angle point; N 48° 23' 07" W – 38.44 feet to an angle point; N 37° 22' 06" E – 103.34 feet to an angle point; S 52° 37' 54" E – 10.00 feet to an angle point; S 37° 22' 06" W – 94.06 feet to an angle point; S 48° 23' 07" E – 35.14 feet to an angle point; S 13° 23' 19" W – 53.01 feet to an angle point; S 45° 40' 37" E – 126.05 feet to an angle point; S 40° 54' 52" W – 100.59 feet to an angle point and N 49° 05' 08" W – 10.00 feet to the Point of Beginning and containing 7086 square feet of land more or less.

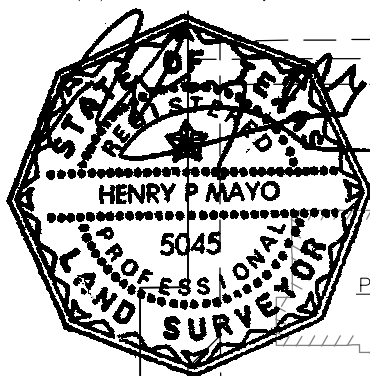
Bearings are Texas State Plane, Central Zone NAD83 (CORS) datum, based on City of College Station GPS monuments no. 1 and no. 122 (N 4° 47' 50" E).

See survey plat dated Oct. 2017.





A BASELINE CORPORATION CO.
Professional Surveyors
P.O. BOX 11679 COLLEGE STATION, TEXAS 77842-1979
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400



F.M. 2347 — George Bush Drive
(formerly named "Jersey Street")
100 ft. to 105 ft. R.O.W. — vol. 270, pg. 488

Public Utility Easement — vol. 13555, pg. 25

Magnail set where
Cotton Spindle was
found in 2013

Public Access and Landscape Easement — vol. 13555, pg. 40

Barbara Bush
Parenting Center

College Station
Independent School District
2.127 acres (net)
vol. 11917, pg. 65

College View High School

Partial Abandonment
7086 sq. ft. (shaded)

Timber Street
variable R.O.W. dedication
vol. 3588, pgs. 51-53 (plat)

Public Utility Easement — vol. 13555, pg. 25

Public Utility Easement — vol. 13821, pg. 239

N 26°07'27"W — 46.14'
S 56°27'17"E — 4.41'
N 33°32'43"E — 10.00'

N 56°27'17"W — 21.50'
N 26°07'27"W — 46.70'

N 13°19'44"E — 32.01'
S 13°19'44"W — 35.59'

N 76°40'16"W — 10.00'

Lot 1, Block 2

College Station I.S.D.
Oakwood Intermediate School
Vol. 3588, Pg. 153

Public Utility Easement — vol. 13555, pg. 25

P.O.B.

N 40°54'52"E — 91.16'

10' Public Utility Easement

N 49°05'08"W — 10.00'
S 40°54'52"W — 100.59'

P.O.C.

5/8" IR/cap found
"KERR RPLS4502"

this portion of 10' P.U.E.
was previously abandoned
vol. 14193, pg. 194

Oct. 2017

0 30 60 100 Ft.

Bearings are TX State Plane, Central
Zone NAD83(CORS) datum, based on
City of CS GPS control monuments
no. 1 and no. 122 (N 4°47'50"E).

Buildings are shown for reference.
All surface features are not shown.

Partial Abandonment — 10' P.U.E.
Lot 1, Block 2 — CSISD Willowbranch and
Oakwood School Sites — vol. 3588, pgs. 51-53
J.E. Scott league — College Station, Texas

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 7086 SQUARE FOOT PORTION OF THE 10-FOOT WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING WITHIN LOT 1, BLOCK 2, OF THE COLLEGE STATION ISD WILLOW BRANCH AND OAKWOOD SCHOOL SITES, ACCORDING TO THE PLAT RECORDED IN VOLUME 3588, PAGE 51-53 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 10-foot wide public utility easement, said portion lying within Lot 1, Block 2, of the College Station ISD Willow Branch and Oakwood School Sites, according to the plat recorded in Volume 3588, Page 51-53, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Easement”); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

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

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 11th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Legislation Details (With Text)

File #:	18-0015	Version:	1	Name:	UDO Amendment - Non-Conforming Uses and Structures
Type:	Unified Development Ordinance	Status:		Status:	Agenda Ready
File created:	12/20/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amendment to Appendix A, "Unified Development Ordinance", Section 9.2 "Nonconforming Uses", Section 9.3 "Nonconforming Structures", and Section 7.10.C.4 "Building Materials" of the Code of Ordinances of the City of College Station, Texas relating to non-conforming uses and structures.				
Sponsors:	Justin Golbabai				
Indexes:					
Code sections:					
Attachments:	Redline Sec. 9.2, 9.3 Redline Sec. 7.10.C.4 Ordinance				
Date	Ver.	Action By	Action		Result

Public Hearing, presentation, possible action, and discussion regarding an ordinance amendment to Appendix A, "Unified Development Ordinance", Section 9.2 "Nonconforming Uses", Section 9.3 "Nonconforming Structures", and Section 7.10.C.4 "Building Materials" of the Code of Ordinances of the City of College Station, Texas relating to non-conforming uses and structures.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their November 16, 2017 meeting and voted 6-0 to recommend approval. A final revision to the proposed ordinance language will be heard by the Commission at their December 21st meeting.

Summary: As part of the 2017 Plan of Work, the Planning and Zoning Commission directed staff to review and identify UDO Requirements that add minimal value and consider opportunities to reduce regulations and streamline processes. One of the items identified by staff was providing additional flexibility and leniency on how and to what extent non-conforming uses and structures come into compliance with current requirements.

A non-conforming use or structure (building, parking areas, etc.) are those properties developed under a previous set of regulations but now no longer complies with the City's current Unified Development Ordinance. Traditionally, nonconformities have been allowed to remain but little substantial modifications can be made without full code compliance. While this approach enables a faster implementation of adopted plans and policies, allowing for a wider range of modifications to

nonconforming properties can better encourage incremental infill and redevelopment, especially on challenging sites.

Staff received feedback from stakeholders in the development community, neighborhood associations, and the general public on this item through two public meetings held in a “come and go” format on August 30th. Planning and Zoning Commission heard the results of this meeting and endorsed staff’s recommendations on September 21st and November 16th. A final revision to the ordinance will be heard by the Commission at their December 21st meeting.

This proposed ordinance amendment would enact the following changes:

- Increase the amount an existing building or structure devoted to a non-conforming land use can be enlarged by right to 50% without needing to go to the Zoning Board of Adjustments for areas not designated as Neighborhood Conservation on the City’s Future Land Use and Character Map.
- Provide an administrative approval process that allows flexibility for existing non-conforming, non-residential structures where there are physical limitations that do not allow compliance with all UDO standards. In these situations, the Administrator would be allowed to make exceptions to parking and landscaping standards as well as reduce buffer width and planting requirements. The Administrator would not be able to reduce the number of parking spaces or landscaping points more than 50%.
- Increase the total area of materials that can be changed or replaced on a non-residential buildings or multi-family building façade without requiring full compliance from 10% to 50%.

Budget & Financial Summary: N/A
Legal Review: Yes

Attachments:

1. Red-Lined Version - Sections 9.2 and 9.3
2. Red-Lined Version - Sections 7.10.C.4
3. Ordinance

Article 9. - Nonconformities

Sec. 12-9.1. - General.

Except as specified in this Article, any use, building, structure, or sign existing at the time of enactment of this UDO or classification amendment applicable to its use, may be continued even though such use, building, structure, or sign may not conform with the provisions of this UDO for the district in which it is located; provided, however, that this Article shall not apply to any use, building, structure, or sign established in violation of this UDO or ordinance previously in effect in College Station.

Sec. 12-9.2. - Nonconforming Uses.

A. Continuance.

An existing use that is not in compliance with this UDO or subsequent amendments applicable to the use shall not be enlarged, extended, reconstructed, substituted or structurally altered unless the use is brought into compliance with this UDO, except as follows:

1. Expansion.

- a. For properties designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map: When authorized by the Zoning Board of Adjustment in accordance with the provisions of this Article, enlargement or completion of a building devoted to a nonconforming use may be made upon the lot occupied by such building, where such extension is necessary and incidental to the existing use of such building and does not exceed twenty-five (25) percent of the original area of nonconformity.
- b. For properties in all other areas: Buildings and structures devoted to nonconforming uses located within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be enlarged, extended, or structurally altered—provided such enlargement, extension, or structural alteration is incidental to the existing use of such existing buildings and the enlargement does not exceed twenty-five-fifty (2550) percent of the original area of nonconformity. Enlargements greater than twenty-five-fifty (2550) percent of the original area of nonconformity shall require approval of the Zoning Board of Adjustment.

2. Conditional Use.

A use existing on the effective date of this UDO, or subsequent amendment applicable to its use, which would only be permitted as a conditional use, shall be a lawful nonconforming use until altered pursuant to the Conditional Use Permit section of this UDO. In the event of issuance of a conditional use permit, such use becomes a permitted and lawful use.

B. Termination.

The City Council shall have the authority to initiate, on its motion, action to bring about the discontinuance of a nonconforming use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the area and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment.

Whenever a nonconforming use has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued or abandoned for more than three (3) months, a presumption of intent to abandon said use shall have been established and the right to continue the former nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful.

(Ord. No. [2011-3355](#), § 1(Exh. A), 6-23-2011; Ord. No. [2012-3449](#), Pt. 1(Exh. M), 9-27-2012)

Sec. 12-9.3. - Nonconforming Structures.

A. **Enlargement, Alteration.**

1. A structure (including parking lots, parking structures, and parking areas), which is nonconforming by physical design may be enlarged or structurally altered as long as such enlargement or alteration otherwise complies with the terms of this UDO with the following exceptions:
 - a. Parking Requirements: The Administrator may make exceptions to the requirement of following the UDO for parking requirements for non-residential properties where there are physical limitations and a demonstrated inability to meet all standards of this UDO but may not waive more than 50% of the required number of parking spaces.
 - b. Landscaping Requirements: The Administrator may make exceptions to the requirement of following the UDO for landscaping requirements for non-residential properties where there are physical limitations and a demonstrated inability to meet all standards of this UDO but may not waive more than 50% of required landscaping points.
 - c. Buffer Requirements: The Administrator may reduce required buffer yard widths and plantings where there are existing structures being retained in the required buffer area or where there are other physical limitations and a demonstrated inability to meet all standards of this UDO so long as such reductions do not increase the existing degree of nonconformity.
2. In NG-1, NG-2, and NG-3, the whole building plot must come into compliance with the requirements of this UDO when more than fifty (50) percent of a building(s) on the site is enlarged or altered.

B. **Termination.**

The City Council shall have the authority to initiate on its motion, or cause to be presented by interested property owner, action to bring about the discontinuance of a nonconforming structure under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this UDO.

C. **Abandonment.**

Whenever a nonconforming structure has been discontinued or abandoned for more than three (3) months, a presumption of intent to abandon said structure shall have been established and the right to continue the former nonconforming structure shall no longer exist. Subsequent operation as a nonconforming structure shall be unlawful.

Sec. 12-9.4. - Nonconforming Lots of Record.

A. **Authority to Utilize for Single-Family Residence.**

In any district in which single-family dwellings are a permitted use, notwithstanding the regulations imposed by any other provisions of this Section, a single-family detached dwelling that complies with the restrictions below may be erected on a nonconforming lot that is not less than thirty (30) feet in

width, consisting entirely of one (1) tract of land of not less than three thousand (3,000) square feet, and that:

1. Has less than the prescribed minimum lot area, width, and/or depth;
2. Is shown by a recorded plat or deed to have been a lot of record owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size, depth, and width at such location would not have been prohibited by any zoning or other ordinance; and
3. Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning ordinance or other ordinances.

B. Regulations for Single-Family Use of Nonconforming Lots.

A nonconforming lot authorized to be used pursuant to this Section may be used for a single-family dwelling and no other structure except for a garage or carport. Construction of such single-family dwelling shall comply with all the regulations (except lot area, width, and depth) applicable to single-family dwellings in the zoning district in which the lot in question is located, except that the following side yard requirements shall apply in place of the side yard requirements otherwise applicable:

1. The dwelling shall be placed on the lot so as to provide a yard on each side of the dwelling.
2. The sum of the widths of the two (2) side yards on such lot shall be not less than the smaller of:
 - a. Twenty-five (25) percent of the width of the lot; or
 - b. The minimum total for both side yards prescribed by the bulk regulations for said zoning district; and
3. No side yard shall be less than three (3) feet wide.

C. Regulations for Certain Nonconforming Lots Zoned R Rural.

1. A single-family dwelling and accessory structure(s) in areas zoned R Rural, may be erected or structurally altered on a nonconforming lot of record, that is not less than five thousand (5,000) square feet in area and not more than one (1) acre in area, so long as the structure or the addition to the structure complies with the setbacks established by the GS General Suburban zoning district.
2. A single-family dwelling or accessory structure located on property within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be erected or structurally altered on a nonconforming lot of record provided the proposed construction complies with the setback requirements established by the GS General Suburban zoning district.

D. Other Uses of Nonconforming Lots: Site Plan Required.

In any district in which single-family dwellings are not permitted, a nonconforming lot of record which meets the requirements above may be used for any use permitted in the district in which it is located if, but only if, a site plan for such use has been approved in accordance with the provisions of the Site Plan Review section of this UDO.

E. Lots Made Nonconforming by Right-of-Way Acquisition.

Any lot made nonconforming solely by means of area dedicated, condemned, sold or otherwise conveyed for public right-of-way shall be allowed to pursue any allowed use as if such area were a part of the remaining lot, except that all applicable setbacks shall be adhered to.

(Ord. No. [2011-3355](#), § 1(Exh. B), 6-23-2011; Ord. No. [2012-3449](#), Pt. 1(Exh. M), 9-27-2012; Ord. No. [2013-3521](#), Pt. 1(Exh. N), 9-12-2013)

Sec. 12-9.5. - Nonconforming Tracts.

Unplatted properties made nonconforming by the zoning applied at the time of annexation shall be allowed to plat, provided that the resulting lot contains the entire tract.

Sec. 12-9.6. - Nonconforming Signs.

A. Continuation Allowed.

A lawfully nonconforming sign may continue in use except as otherwise provided in or authorized by this Section. A change in the information on the face of an existing nonconforming sign is allowed if the change does not increase the area of the sign face and involves no structural alteration.

B. Alteration, Expansion, Moving.

No nonconforming sign, by voluntary act of the owner, shall be:

1. Changed or altered in any manner which would increase the degree of its nonconformity;
2. Expanded (sign face); or
3. Moved in whole or in part to any other location where it would remain nonconforming.

C. Signs Required to be Moved by the City.

Any nonconforming sign required to be moved or removed by the City shall be removed or relocated in accordance with the provisions of the Texas Local Government Code.

D. Regulations for Certain Nonconforming Properties Zoned R Rural .

Attached signs may either be erected or structurally altered on a nonconforming nonresidential structure located on property within the area annexed by Ordinance No. 3331, dated April 14, 2011, provided the proposed sign or alteration complies with Section 12-7.5.I. "Attached Signs" of this UDO.

(Ord. No. [2015-3643](#), Pt. 1(Exh. A), 3-12-2015)

Sec. 12-7.10. - Non-Residential Architectural Standards.

C. Standards for Non-Residential Structures.

4. Building Materials .

- a. The following minimum amount of fired brick, natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:
 1. A minimum of ten (10) percent on any façade visible from a public right-of-way or public way;
 2. A minimum of twenty (20) percent on primary entrance façades (single or multiple tenant building) that exceed two-hundred (200) feet in horizontal length;
 3. A minimum of twenty (20) percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and
 4. A minimum of thirty (30) percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.
- b. Building materials used to meet the minimum material requirements as provided above may not be painted.
- c. The following building materials are allowed on all façades subject to the following limitations:
 1. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.
 2. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.
 3. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.
 4. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.
 5. Galvanized steel and painted steel are allowed on doors, including roll-up doors.
 6. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.
 7. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.
- d. When determining the area of a façade, doors, windows, and other openings are included and roof area is not included.
- e. Existing buildings may continue to utilize materials other than those listed provided that any material replacement is for maintenance purposes only and the existing material is continued. Any material change or replacement of more than ~~ten-fifty~~ (1050) percent of the total area of a façade, including on a cumulative basis, shall require that all building materials and color be brought into compliance on that façade.
- f. All architectural submittals shall provide elevation drawings for each façade and a material legend (see sample below) for each façade.

SAMPLE LEGEND USE OF MATERIALS ON FAÇADE 'A'		
Total Square Footage of Façade 'A': 10,000 s.f.		
Material	Area in Square Feet	Percent of Overall Façade
Stucco	2,000 s.f.	20%
Brick	5,000 s.f.	50%
Doors and Windows	3,000 s.f.	30%

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 9, “NONCONFORMITIES,” SECTION 9.2, “NONCONFORMING USES,” SECTION 9.3, “NONCONFORMING STRUCTURES,” AND ARTICLE 7, “GENERAL DEVELOPMENT STANDARDS,” SECTION 7.10.C.4, “BUILDING MATERIALS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO NON-CONFORMING USES AND STRUCTURES; 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 9, “Nonconformities,” Section 9.2, “Nonconforming Uses” and Section 9.3, “Nonconforming Structures;” and Article 7, “General Development Standards,” Section 7.10.C.4 “Building Materials” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 9, “Nonconformities,” Section 9.2, “Nonconforming Uses” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Sec. 12-9.2. - Nonconforming Uses.

A. Continuance.

An existing use that is not in compliance with this UDO or subsequent amendments applicable to the use shall not be enlarged, extended, reconstructed, substituted or structurally altered unless the use is brought into compliance with this UDO, except as follows:

1. Expansion.

- a. For properties designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map: When authorized by the Zoning Board of Adjustment in accordance with the provisions of this Article, enlargement or completion of a building devoted to a nonconforming use may be made upon the lot occupied by such building, where such extension is necessary and incidental to the existing use of such building and does not exceed twenty-five (25) percent of the original area of nonconformity.
- b. For properties in all other areas: Buildings and structures devoted to nonconforming uses may be enlarged, extended, or structurally altered provided such enlargement, extension, or structural alteration is incidental to the existing use of existing buildings and does not exceed fifty (50) percent of the original area of nonconformity. Enlargements greater than fifty (50) percent of the original area of nonconformity shall require approval of the Zoning Board of Adjustment.

2. Conditional Use.

A use existing on the effective date of this UDO, or subsequent amendment applicable to its use, which would only be permitted as a conditional use, shall be a lawful nonconforming use until altered pursuant to the Conditional Use Permit section of this UDO. In the event of issuance of a conditional use permit, such use becomes a permitted and lawful use.

B. Termination.

The City Council shall have the authority to initiate, on its motion, action to bring about the discontinuance of a nonconforming use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the area and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment.

Whenever a nonconforming use has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued or abandoned for more than three (3) months, a presumption of intent to abandon said use shall have been established and the right to continue the former nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful.”

Exhibit B

That Appendix A, “Unified Development Ordinance,” Article 9, “Nonconformities,” Section 9.3, “Nonconforming Structures” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Sec. 12-9.3. - Nonconforming Structures.

A. Enlargement, Alteration.

1. A structure (including parking lots, parking structures, and parking areas), which is nonconforming by physical design may be enlarged or structurally altered as long as such enlargement or alteration otherwise complies with the terms of this UDO with the following exceptions:
 - a. Parking Requirements: The Administrator may make exceptions to the requirement of following the UDO for parking requirements for non-residential properties where there are physical limitations and a demonstrated inability to meet all standards of this UDO but may not waive more than 50% of the required number of parking spaces.
 - b. Landscaping Requirements: The Administrator may make exceptions to the requirement of following the UDO for landscaping requirements for non-residential properties where there are physical limitations and a demonstrated inability to meet all standards of this UDO but may not waive more than 50% of required landscaping points.
 - c. Buffer Requirements: The Administrator may reduce required buffer yard widths and plantings where there are existing structures being retained in the required buffer area or where there are other physical limitations and a demonstrated inability to meet all standards of this UDO so long as such reductions do not increase the existing degree of nonconformity.
2. In NG-1, NG-2, and NG-3, the whole building plot must come into compliance with the requirements of this UDO when more than fifty (50) percent of a building(s) on the site is enlarged or altered.

B. Termination.

The City Council shall have the authority to initiate on its motion, or cause to be presented by interested property owner, action to bring about the discontinuance of a nonconforming structure under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment.

Whenever a nonconforming structure has been discontinued or abandoned for more than three (3) months, a presumption of intent to abandon said structure shall have been established and the right to continue the former nonconforming structure shall be unlawful.”

Exhibit C

That Appendix A, “Unified Development Ordinance,” Article 7, “General Development Standards,” Section 7.10.C.4 “Building Materials” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“4. Building Materials.

- a. The following minimum amount of fired brick, natural stone, marble, granite, or any concrete product so long as it has an integrated color and is textured or patterned (not aggregate material) to simulate brick, stone, marble, or granite shall be provided:
 1. A minimum of ten (10) percent on any façade visible from a public right-of-way or public way;
 2. A minimum of twenty (20) percent on primary entrance façades (single or multiple tenant building) that exceed two-hundred (200) feet in horizontal length;
 3. A minimum of twenty (20) percent on any façade facing a public right-of-way of a street classified as a major collector on the Thoroughfare Plan; and
 4. A minimum of thirty (30) percent on any façade facing a public right-of-way of a street classified as a minor arterial or greater on the Thoroughfare Plan.
- b. Building materials used to meet the minimum material requirements as provided above may not be painted.
- c. The following building materials are allowed on all façades subject to the following limitations:
 1. Stucco, EIFS, high build textured paint on concrete to simulate the appearance of stucco, split-face concrete masonry that does not simulate brick or stone, fiber cement siding, reflective glass, or any material equivalent in appearance and quality as determined by the Design Review Board, shall not cover more than seventy-five (75) percent of any façade.
 2. Wood or cedar siding, stainless steel, chrome, standing seam metal, premium grade architectural metal, or architecturally finished metal panels (not corrugated metal) shall not cover more than thirty (30) percent of any façade.
 3. Tile or smooth face, tinted concrete blocks shall only be used as an accent and shall not cover more than ten (10) percent of any façade.
 4. Painted metal panel siding is allowed without limitation on a rear façade of a building when the façade is not visible from a right-of-way, parkland, greenway, or any residential area.
 5. Galvanized steel and painted steel are allowed on doors, including roll-up doors.
 6. Metal, standing seam metal, architectural metal or steel may be used as a roof and or canopy/awnings with no limitation on percentage.
 7. In WC Wellborn Commercial wood or cedar siding shall be allowed but not cover more than seventy-five (75) percent of any façade and reflective glass shall not cover more than thirty (30) percent of any façade.
- d. When determining the area of a façade, doors, windows, and other openings are included and roof area is not included.
- e. Existing buildings may continue to utilize materials other than those listed provided that any material replacement is for maintenance purposes only and the existing material is continued. Any material change or replacement of more than fifty (50) percent of the total

area of a façade, including on a cumulative basis, shall require that all building materials and color be brought into compliance on that façade.

- f. All architectural submittals shall provide elevation drawings for each façade and a material legend (see sample below) for each façade.

SAMPLE LEGEND		
USE OF MATERIALS ON FAÇADE 'A'		
Total Square Footage of Façade 'A': 10,000 s.f.		
<i>Material</i>	<i>Area in Square Feet</i>	<i>Percent of Overall Façade</i>
Stucco	2,000 s.f.	20%
Brick	5,000 s.f.	50%
Doors and Windows	3,000 s.f.	30%



Legislation Details (With Text)

File #:	18-0016	Version:	1	Name:	Southside Plaza Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	12/20/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to GC General Commercial and NAP Natural Areas Protected on approximately 2.26 acres of land located at 4075 State Highway 6 South.				
Sponsors:	Rachel Lazo				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity Aerial & SAM Rezoning Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A, "Unified Development Ordinance," 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 GC General Commercial and NAP Natural Areas Protected on approximately 2.26 acres of land located at 4075 State Highway 6 South.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their December 7, 2017 meeting and voted 5-0 to recommend approval of the request.

Summary: The applicant is requesting a rezoning of approximately 2.26 acres from R Rural to 0.53 acres of GC General Commercial and 1.73 acres of NAP Natural Areas Protected in order improve the existing commercial development on the portion of the property that is proposed to be zoned GC General Commercial. The Natural Areas Protected area would provide a designated buffer area along the creek.

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The majority of the subject area is designated

as General Commercial on the Comprehensive Plan. This land use designation is generally for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large in size and located along regionally significant roads (arterials and freeways). The proposed zoning permits commercial development along the frontage road of State Highway 6 South, allowing the property to be developed consistent with the Comprehensive Plan.

The back portion of the property is designated on the Comprehensive Plan Future Land Use and Character Map as Natural Areas Reserved. The Natural Areas Reserved designation is for areas that represent a constraint to development, and should be preserved for their natural function. As the Comprehensive Plan is conceptual in nature and not parcel specific, the 100-year floodplain line of the creek boundary was analyzed with this rezoning application and is the proposed boundary of the NAP Natural Areas Protected zoning.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the north and west of the subject property are zoned R Rural and currently undeveloped. They were designated R Rural upon annexation, but the Comprehensive Plan's Future Land Use and Character Map show this area as Natural Areas Reserved with a small amount of General Commercial along the frontage road. The NAP Natural Areas Protected area is a designated buffer area along the creek that runs along the north property boundary. The property to the east is currently developed with commercial structures. This proposed zoning change would be compatible with the adjacent properties.



UDO Section 12-6.4.T designates the subject tract as the only location within City limits that allows a Sexually Oriented Business. The designation for this tract will remain regardless of the proposed zoning change.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed zoning request to expand the commercial zoning on this property would allow the existing commercial development to redevelop. However, this tract would still remain as the one approved location for a Sexually Oriented Business for the City of College Station. The request would then provide the opportunity to enhance the site while trying to bring the

existing site up to current development standards. The creek and floodplain on the north portion of this site creates a natural buffer.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned R Rural. The current commercial use is on the portion of the property that is designated as commercial. However, due to the property being zoned R Rural, the commercial portion is not able to redevelop or make modifications on the property. Rural uses would not be ideal here due to the size, location, and close proximity of high-classification roads and commercial uses.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is marketed as a commercial property and has been for years. The applicant would like to continue the property's use as a commercial site, but allow for redevelopment of the site into a conforming commercial property. This site does not have a high potential to be marketed as a rural/single-family residential development as it is located along a major freeway and adjacent to an existing commercial development. Due to these characteristics, it has limited potential with an R Rural zoning designation. Overall, the proposed GC General Commercial and NAP Natural Area Protected rezoning are anticipated to increase the marketability of the property.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 6-inch water main between this and the adjacent property and an 18-inch water main along SH-6. There is an 8 -inch sanitary sewer main ending in a manhole near the property line, which will need to be extended to and through the property with platting. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed zoning at this time.

The subject tract has frontage to the SH-6 Frontage Road. Cross access from the adjacent shopping center will need to be maintained with future site development. A TIA was not required with the rezoning application based on acreage of the proposed zoning.

A portion of the subject tract is in the 100-year floodplain. The tract is also in Lick Creek's Drainage basin and will need to provide detention for any proposed increased in impervious cover with future site development.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background information
2. Vicinity, Aerial and Small Area Map
3. Rezoning Map

4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 7, 2017

Advertised Council Hearing Dates: January 11, 2018

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: Four (4)

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: None at the time of staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Reserved	R Rural	Undeveloped
South (across SH 6)	Suburban Commercial	GC General Commercial	Self-Service Storage
East	General Commercial	GC General Commercial	Commercial Retail
West	Natural Areas Reserved and General Commercial	R Rural	Undeveloped

DEVELOPMENT HISTORY

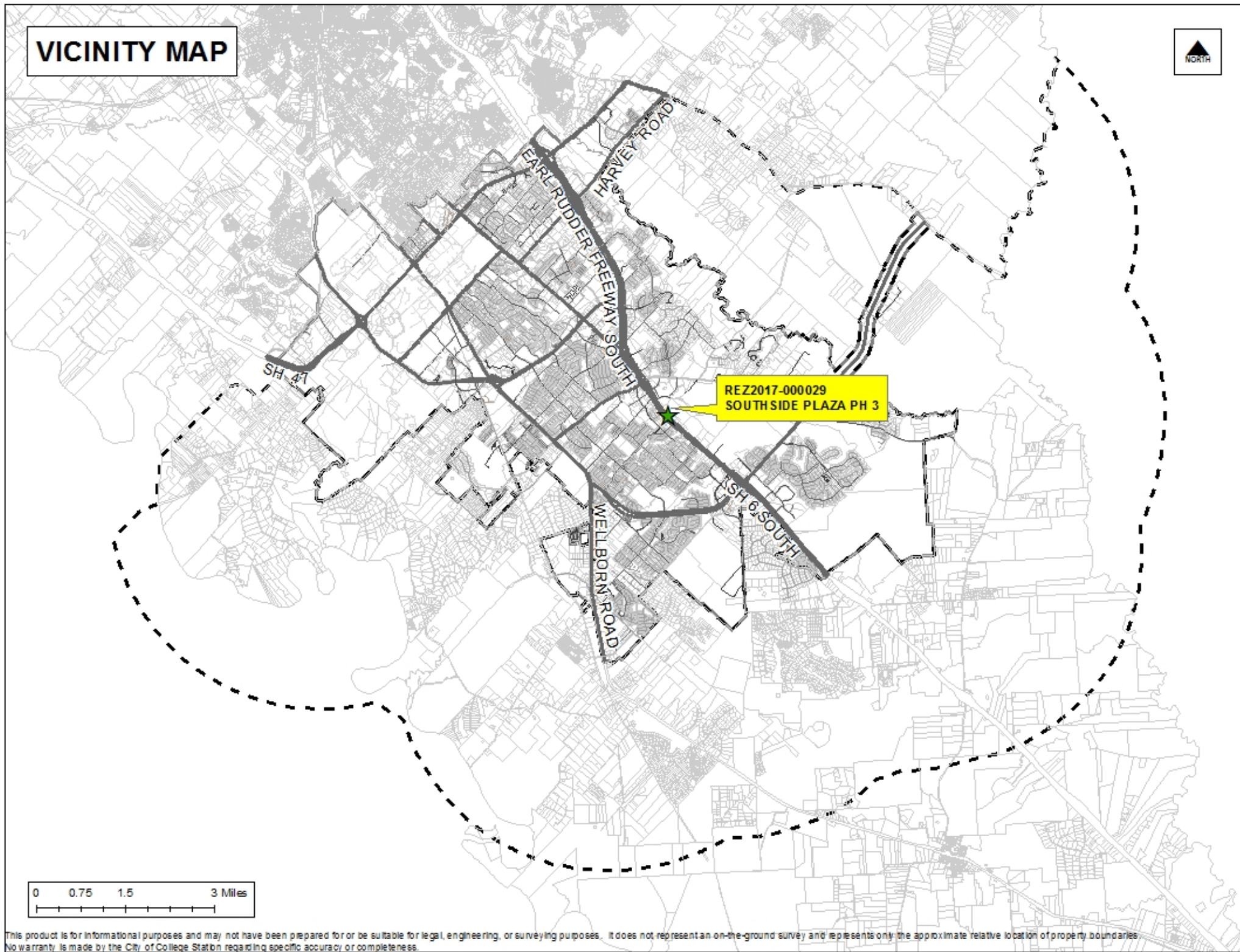
Annexation: October 1983

Zoning: A-O Agricultural Open upon annexation (1983)
Renamed R Rural (2013)

Final Plat: Unplatted

Site development: Sexually Oriented Business (vacant)

VICINITY MAP



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

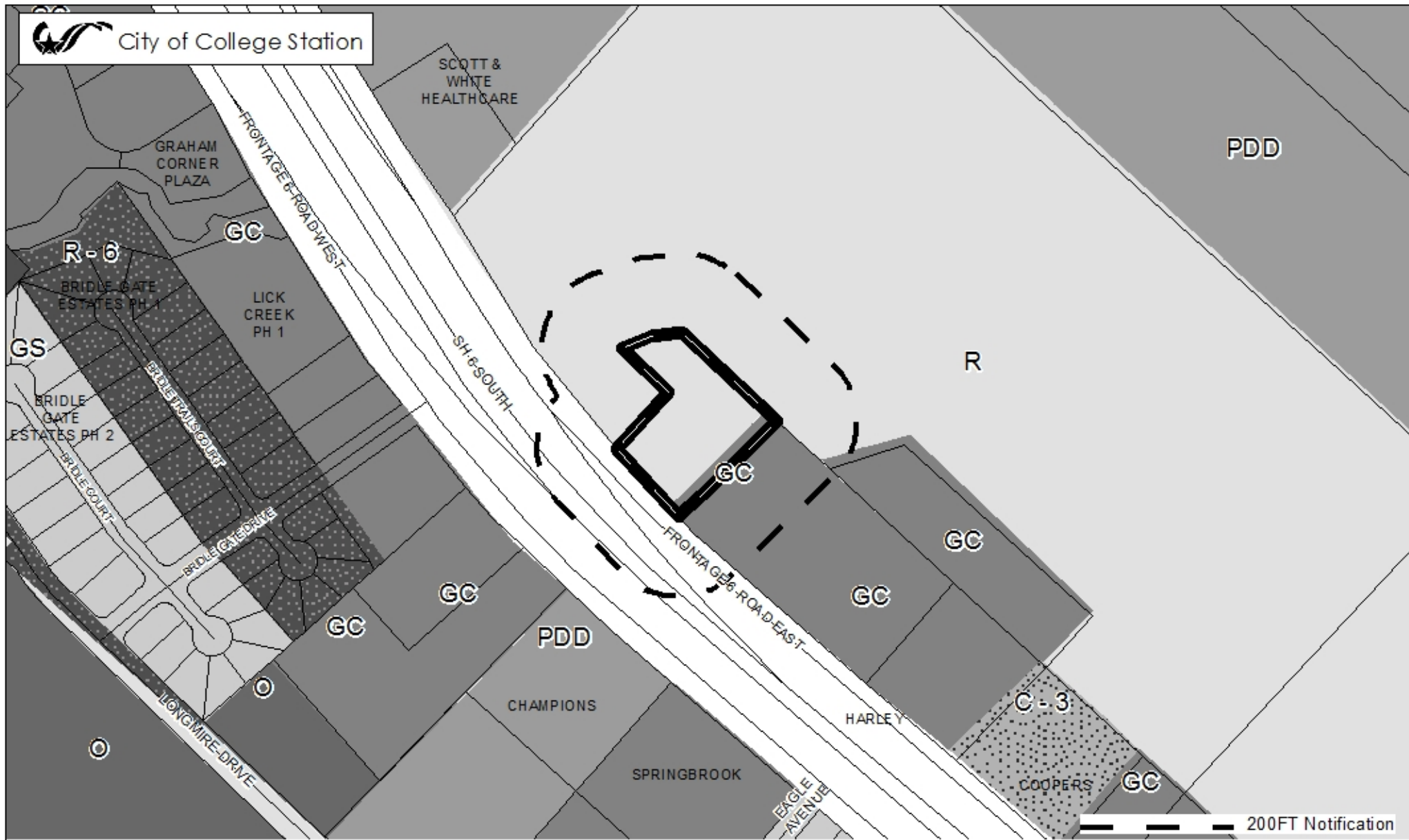


0 340 680 Feet

SOUTSIDE PLAZA PH 3

Case:
REZ2017-000029

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

Residential

R Rural
E Estate
RS Restricted Suburban
GS General Suburban
D Duplex
T Townhome
MF Multi-Family

MU Mixed-Use

MHP Manufactured Home Pk.

Non-Residential

NAP Natural Area Protected
O Office
SC Suburban Commercial
GC General Commercial

CI

BP Business Park
BPI Business Park Industrial
C-U College and University

Planned Districts

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

Design Districts

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

Overlay Districts

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

Retired Districts

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



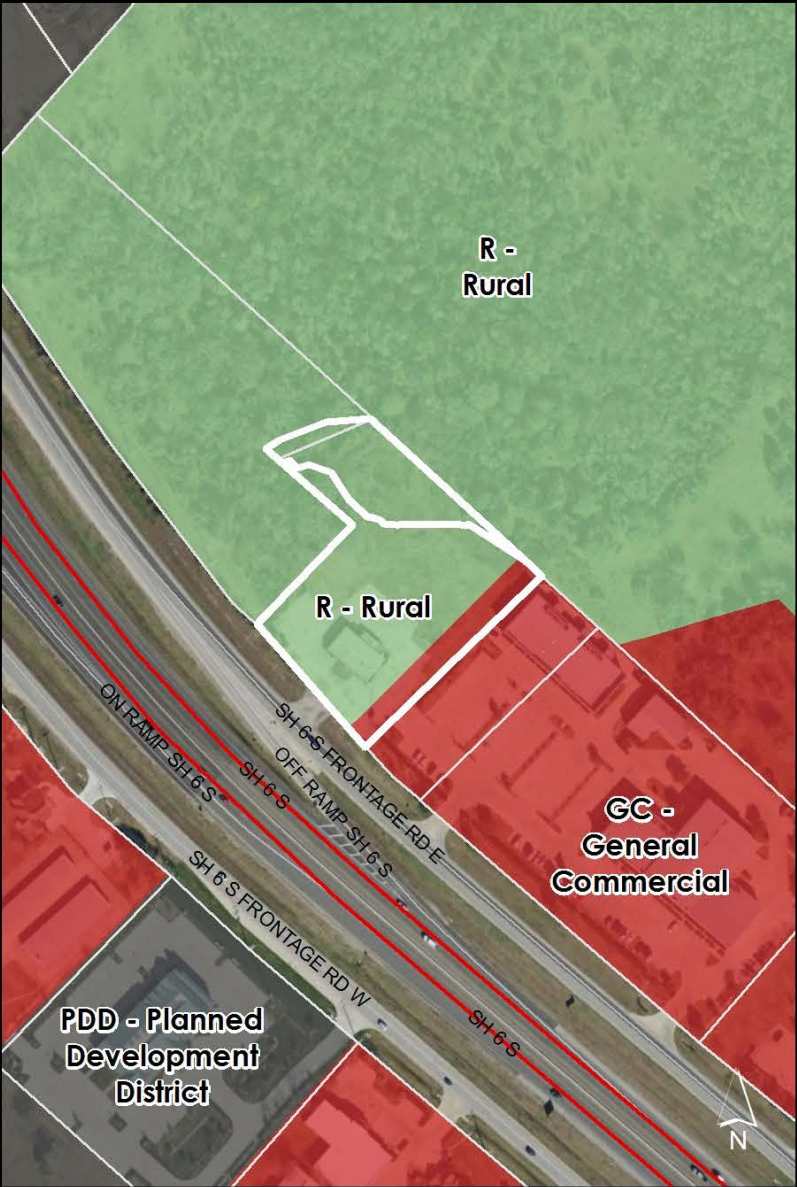
0 340 680 Feet

SOUTSIDE PLAZA PH 3

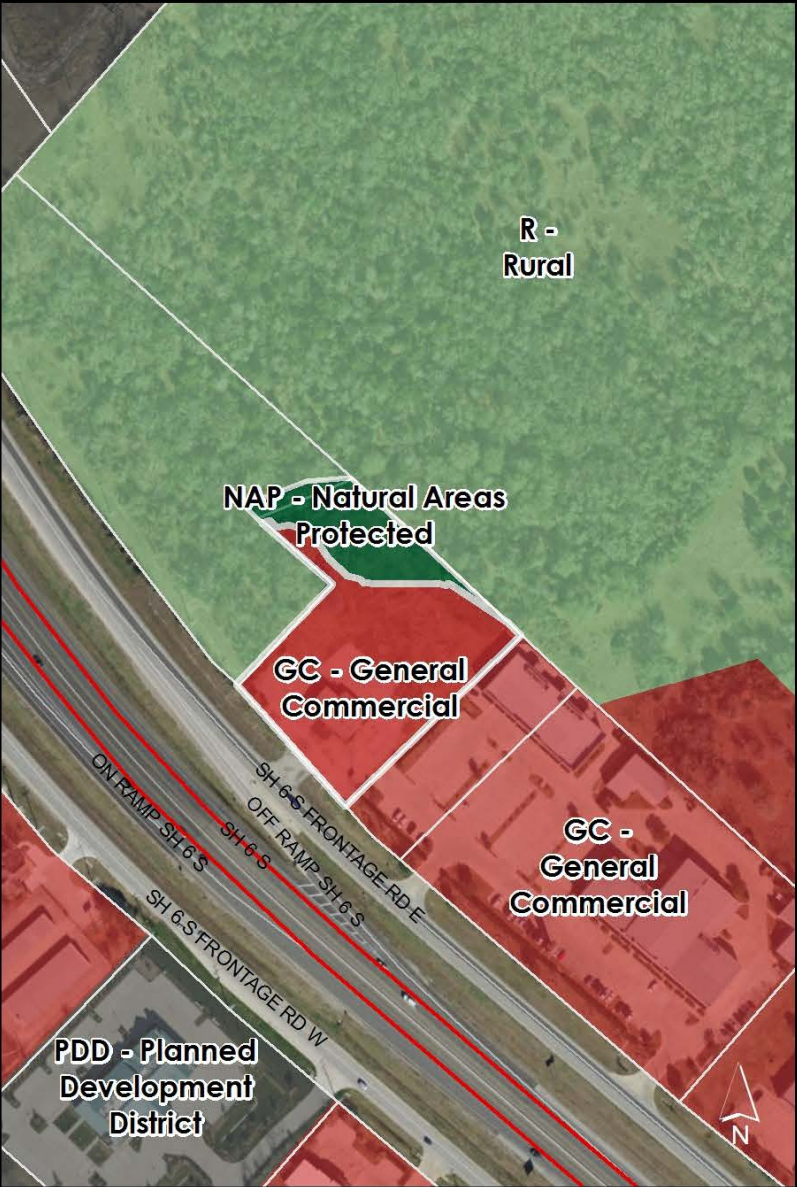
Case:
REZ2017-000029

REZONING

EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GC GENERAL COMMERCIAL AND NAP NATURAL AREAS PROTECTED AFFECTING APPROXIMATELY 2.3 ACRES BEING SITUATED AT 4075 STATE HIGHWAY 6 SOUTH; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 11 day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

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

A METES & BOUNDS description of a certain 2.259 acre tract situated in the Robert Stevenson League, Abstract No. 54 in Brazos County, Texas, being all of a called 2.236 acre tract conveyed by Warranty Deed in Lieu of Foreclosure to Joanne Fraleigh recorded in Volume 12826, Page 259 of the Official Public Records of Brazos County, all of a called 0.298 acre tract conveyed by Correction Quitclaim Deed to Blue Dolphin Club, Inc., a Texas corporation recorded in Volume 4208, Page 159 OPRBC, and all of a called 0.298 acre tract conveyed by Quitclaim Deed to Blue Dolphin Club, Inc., a Texas corporation recorded in Volume 4029, Page 99 OPRBC; said 2.259 acre tract being more particularly described as follows with all bearings based on the Texas Coordinate System of 1983, Central Zone;

BEGINNING at a found 5/8-inch iron rod (with cap stamped "Kerr") marking the most southerly west corner of said 2.236 acre tract being in a southeasterly line of a called 10.01 acre tract (Tract One) conveyed by Warranty Deed to M.D. Wheeler, Ltd. recorded in Volume 3007, Page 341 of the Official Public Records of Brazos County, being the same tract of land described as 9.685 acres in Volume 147, Page 212 of the Deed Records of Brazos County and in the occupied northeast right-of-way of State Highway No. 6 (variable width), from which a found disturbed concrete monument bears North 42°28'20" West, 104.93 feet;

THENCE North 41°42'46" East, along a common line of the herein described subject tract, said 10.01 acre tract and said 9.685 acre tract, 194.47 feet to a found 1/2-inch iron rod marking a westerly interior corner of the herein described subject tract, the southeast corner of said 0.298 acre tract, and being common with an easterly corner of said 10.01 acre tract and said 9.685 acre tract;

THENCE North 47°38'58" West, along a common line of the herein described subject tract, said 0.298 acre tract and said 9.685 acre tract, passing at 140.46 feet a found 5/8-inch iron rod (with cap stamped "Kerr") for reference, continuing in all a total distance of 164.60 feet to a point for corner in the centerline of a creek marking the northwest corner of the herein described subject tract;

THENCE along the centerline of said creek the following three (3) courses and distances:

1. North 58°15'42" East, 23.46 feet to a point for corner;
2. North 69°16'19" East, 67.87 feet to a point for corner;
3. North 85°18'35" East, 65.81 feet to a point for corner marking the north corner of the herein described subject tract being common with the northeast corner of said 9.685 acre tract and in a southwesterly line of a called 71.52 acre tract (Tract Two) conveyed by Warranty Deed to M.D. Wheeler, Ltd. recorded in Volume 3007, Page 341 of the Official Public Records of Brazos County, from which a found bent 1/2-inch iron rod bears South 56°18'42" East, 30.83 feet;

THENCE South 47°36'33" East, along the common line of the herein described subject tract and said 71.52 acre tract, passing at 30.00 feet a set 5/8-inch iron rod (with cap stamped "Jones|Carter") for reference, and passing at 310.56 feet a found 5/8-inch iron rod (with cap stamped "Kerr"), continuing in all a total distance of 334.26 feet to a found 5/8-inch iron rod (with cap stamped "Jones|Carter") marking the east corner of the herein described subject tract being common with the north corner of Lot 1, Block One of the Final Plat of Southside Plaza-Phase 1 recorded in Volume 10095, Page 109 of the Official Public Records of Brazos County and in a southwesterly line of said 71.52 acre tract, from which a found bent 1/2-inch iron rod bears South 47°37'03" East, 107.36 feet;

THENCE South 45°40'04" West, along the common line of the herein described subject tract and said Lot 1, Block One, 346.99 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter") marking the south corner of the herein described subject tract being common with the west corner of said Lot 1, Block One and in the aforementioned occupied northeast right-of-way of State Highway No. 6, from which a found concrete monument bears South 42°25'25" East, 57.79 feet;

THENCE North 42°26'03" West, along said occupied northeast right-of-way of State Highway No. 6, 230.39 feet to the **POINT OF BEGINNING, CONTAINING 2.259 acres** of land in Brazos County, Texas as shown on Dwg No. 1469 filed in the offices of Jones/Carter in College Station, Texas.

Chris
1/5/17



Exhibit B MAP of REZONE AREA

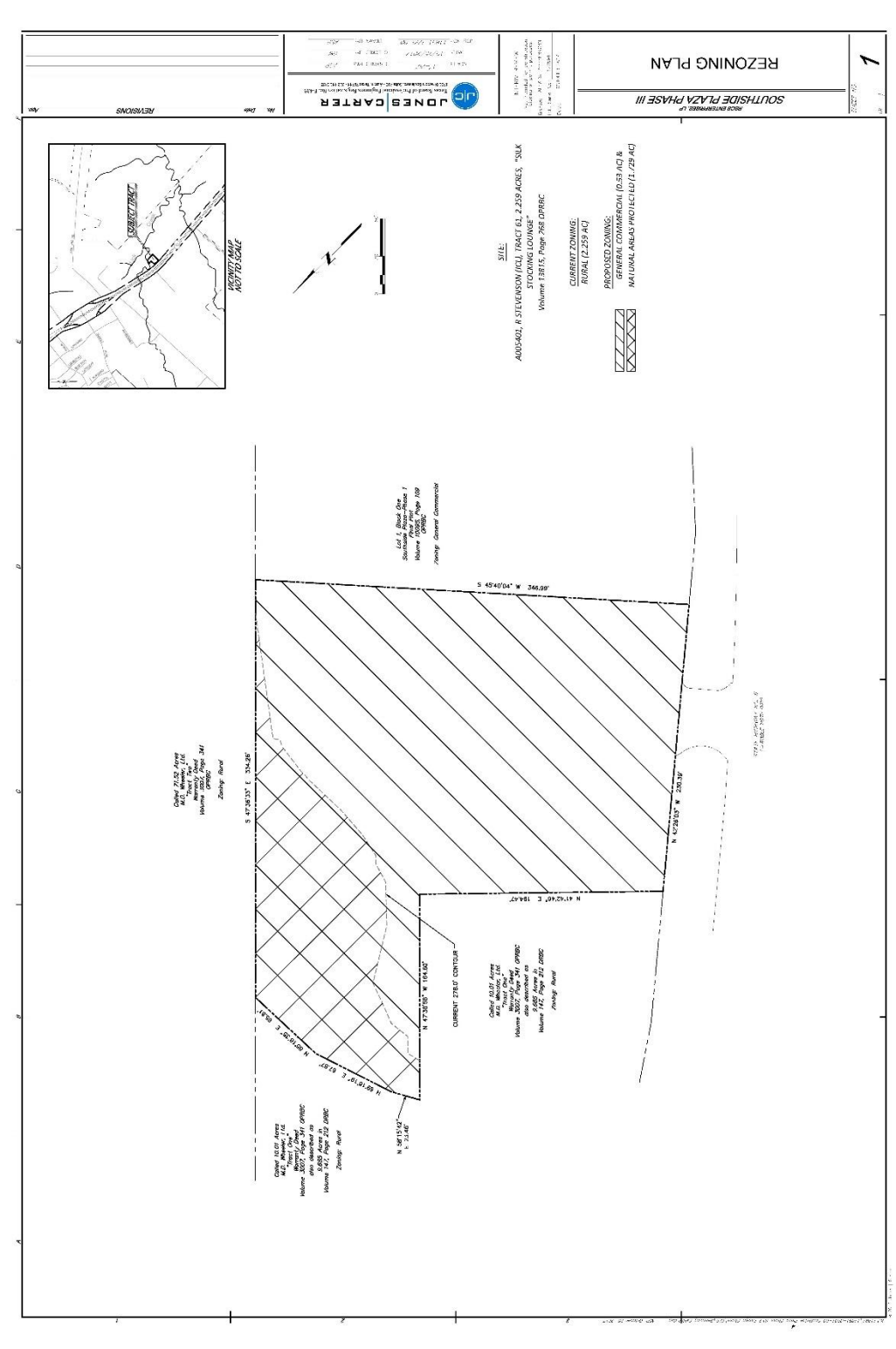
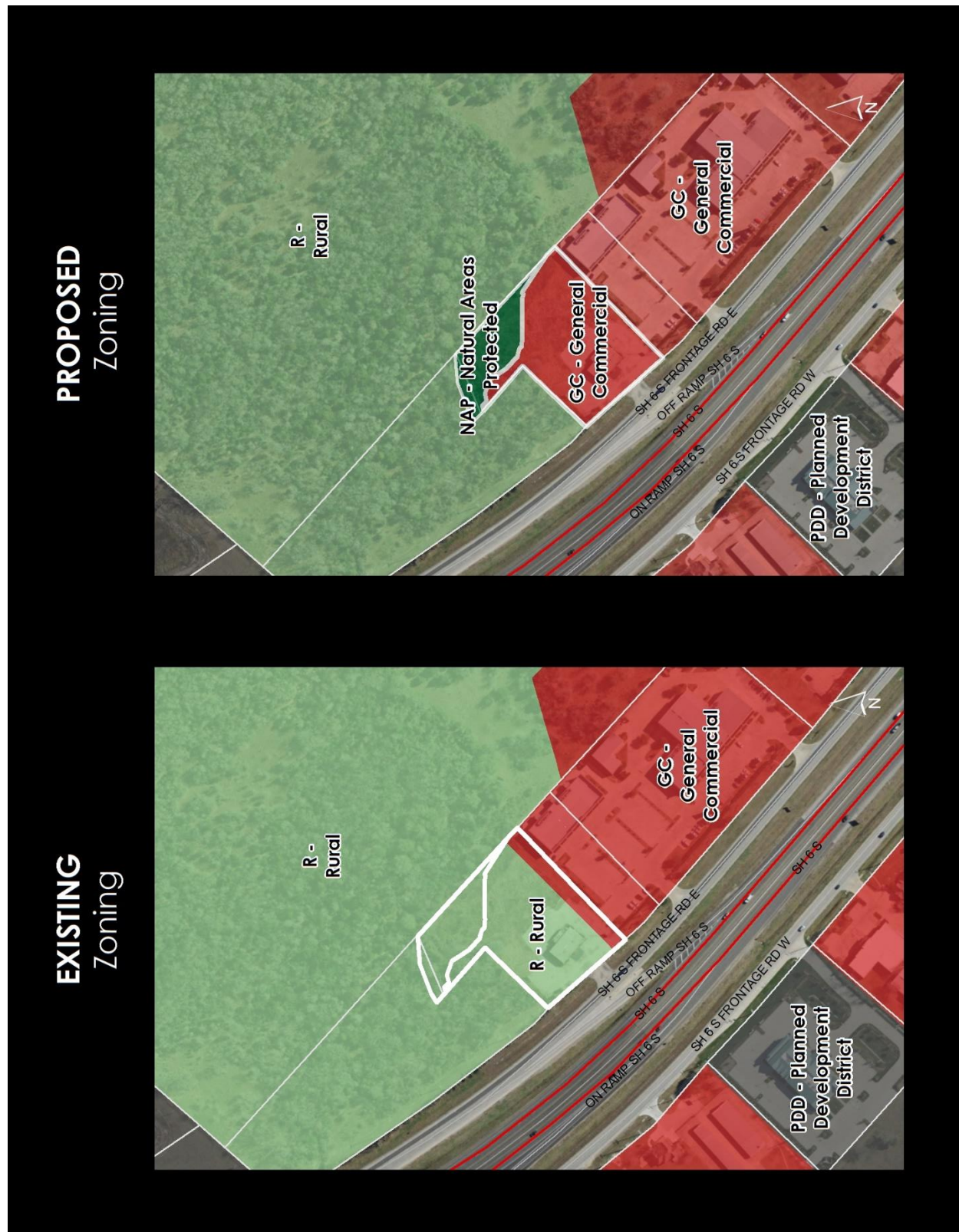


Exhibit C MAP of REZONE AREA





Legislation Details (With Text)

File #:	18-0017	Version:	1	Name:	University Heights Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	12/20/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 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-4 Multi-Family to GC General Commercial for approximately 5 acres located at 3635 Kenyon Dr. generally located between Paloma Ridge Drive and Kenyon Drive along Holleman Drive South.				
Sponsors:	Alaina Helton				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity,Aerial & SAM Rezoning Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix A "Unified Development Ordinance," 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-4 Multi-Family to GC General Commercial for approximately 5 acres located at 3635 Kenyon Dr. generally located between Paloma Ridge Drive and Kenyon Drive along Holleman Drive South.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their December 7, 2017 meeting and voted 5-0 to recommend approval of the request.

Summary: The applicant is requesting a rezoning for approximately 5.14 acres of land from R-4 Multi-family to GC General Commercial. The property is currently designated as Urban and in Growth Area V on the Comprehensive Land Use and Character Map. This designation calls for intense land use activities that include commercial uses. The property is currently zoned R-4 Multi-family, a zoning district for low to medium density condominium units and apartment complexes. The proposed zoning of General Commercial would better suit the current designation in the

Comprehensive Plan for more intense uses.

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban and in Growth Area V. 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. General commercial and office uses, business parks, and vertical mixed-use may also be permitted within growth and redevelopment areas. For the Urban area located within Growth Area V, the Comprehensive Plan specifically states that intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed-use are appropriate. Currently, there are a significant number of apartments and multi-family homes in the area, but limited commercial uses.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the south are zoned R Rural, but developed with duplexes, a low density multi-family use. To the north, there is Kenyon Dr. with property zoned and developed with townhomes. To the east is a four lane major arterial, Holleman Drive South. The property to the west is also zoned R-4 Multi-Family, but is mostly undeveloped or platted as common area. This proposed zoning change would allow for commercial uses to be built that could serve the nearby residents and the surrounding area. Currently, there are few commercial uses in this area as most of the properties are either undeveloped or developed as residential uses. Providing additional commercial uses would benefit the surrounding residential properties and meet the intention of the Comprehensive Plan.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Under R-4 Multi-Family zoning the property would be allowed to develop as multi-family with apartments and condominium units at a low to medium density. The surrounding properties are currently developed as townhomes and duplexes, but also low density residential. The Comprehensive Plan for the Urban portion of Growth Area V calls for intense uses. The current zoning complies with the Comprehensive Plan, but could better address the Plan with a more intense zoning district, such as General Commercial.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could currently develop as multi-family, as it is currently zoned for and surrounded by multi-family and townhomes. This property is located along Holleman Drive South, a four-lane minor arterial. General commercial uses are ideal along roads classified as minor arterials and higher. As mentioned earlier, the Comprehensive Plan calls for the urban designation in the area to provide a mix of multi-family and commercial uses. Due to the availability of access, and limited amount of commercial in the surrounding area, a commercial zoning designation would be best suited for this property.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could be marketed as multi-family, as it is currently surrounded by multi-family development. Overall, with the amount of multi-family in the area, rezoning to GC General Commercial is

anticipated to increase the marketability of the property.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water for this tract will be provided by Wellborn SUD. A 10" wastewater line, located southwest of the property, is available to serve the subject property.

There is a drainage swale that cuts through the property from the existing residential subdivision to the northwest. Stormwater detention is required with site development and will be accommodated with the existing Common Area 4 detention pond to the southwest.

Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

The Thoroughfare Plan identifies Holleman Drive South as a future 4-lane Minor Arterial and there is a current CIP project underway to reconstruct this portion.

The subject property has frontage to Holleman Drive South, which is classified as a future 4-lane Minor Arterial on the Thoroughfare Plan, and to Kenyon Drive, a local street. The City is in the process of completing the design of a Capital Improvement Project (CIP) to widen Holleman Drive South from North Dowling Road to Rock Prairie Road West from the existing 2-lane rural road to a 4-lane Minor Arterial with this section having a two-way center turn lane. Construction of the project is anticipated to begin in early 2018. A Traffic Impact Analysis (TIA) was submitted with the rezoning application. The TIA included other approved developments in the area and assumed the widening of Holleman Drive South to 4 lanes was completed. All intersections studied in the TIA performed at an acceptable Level of Service and no traffic mitigation was identified.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background information
2. Vicinity, Aerial and Small Area Map
3. Rezoning Map
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 7, 2017

Advertised Council Hearing Date: January 11, 2018

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:

Barracks Townhomes HOA

Property owner notices mailed: 33
Contacts in support: None at the time of staff report.
Contacts in opposition: None at the time of staff report.
Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

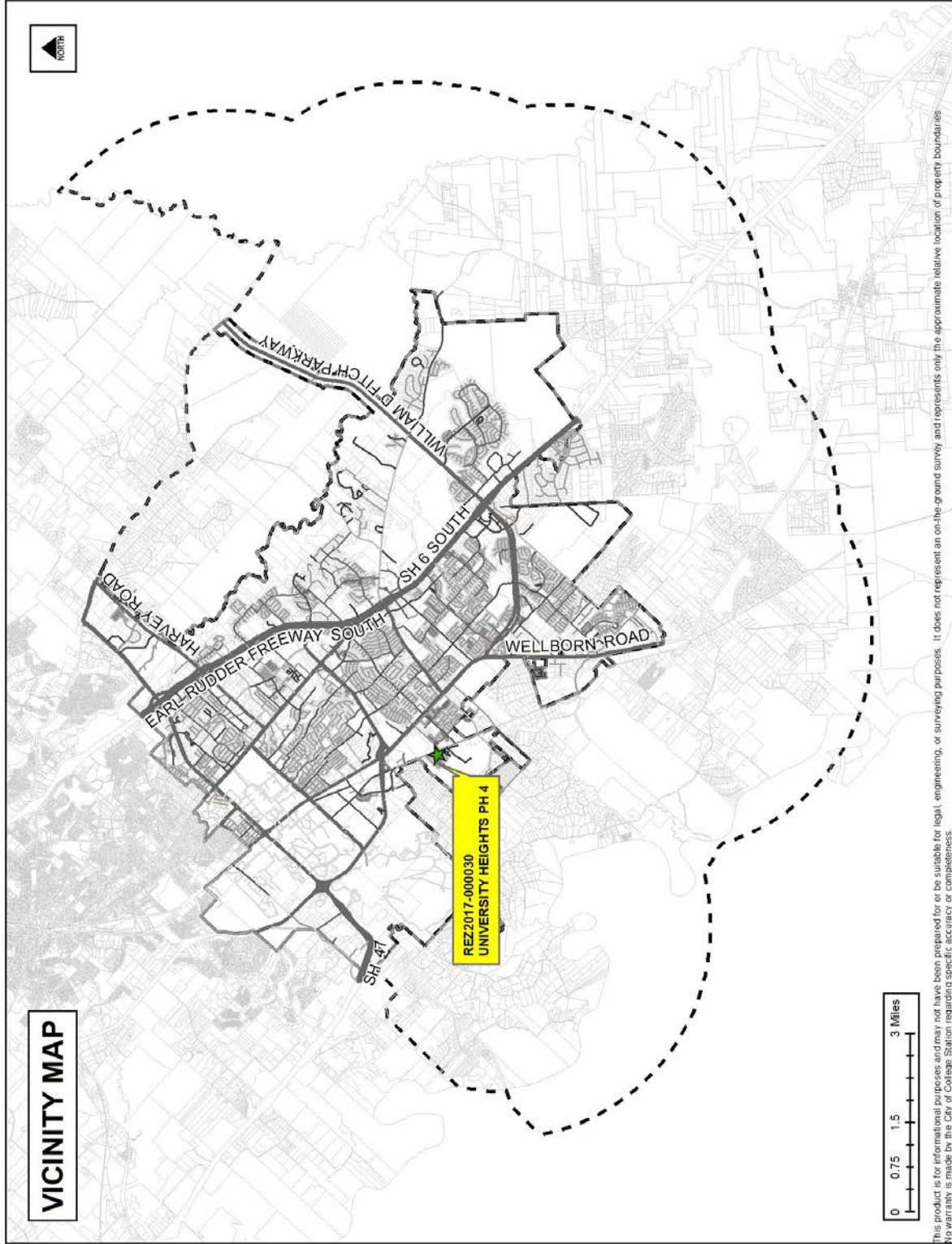
Direction	Comprehensive Plan	Zoning	Land Use
North (Across Kenyon Dr.)	Urban	T Townhouse	Townhomes
South	Urban	R Rural	Duplex
East (Across Holleman Dr. S)	Urban	R Rural	Undeveloped with oil well
West	Urban	R-4 Multi-family	Partial detention facility and partial undeveloped

DEVELOPMENT HISTORY

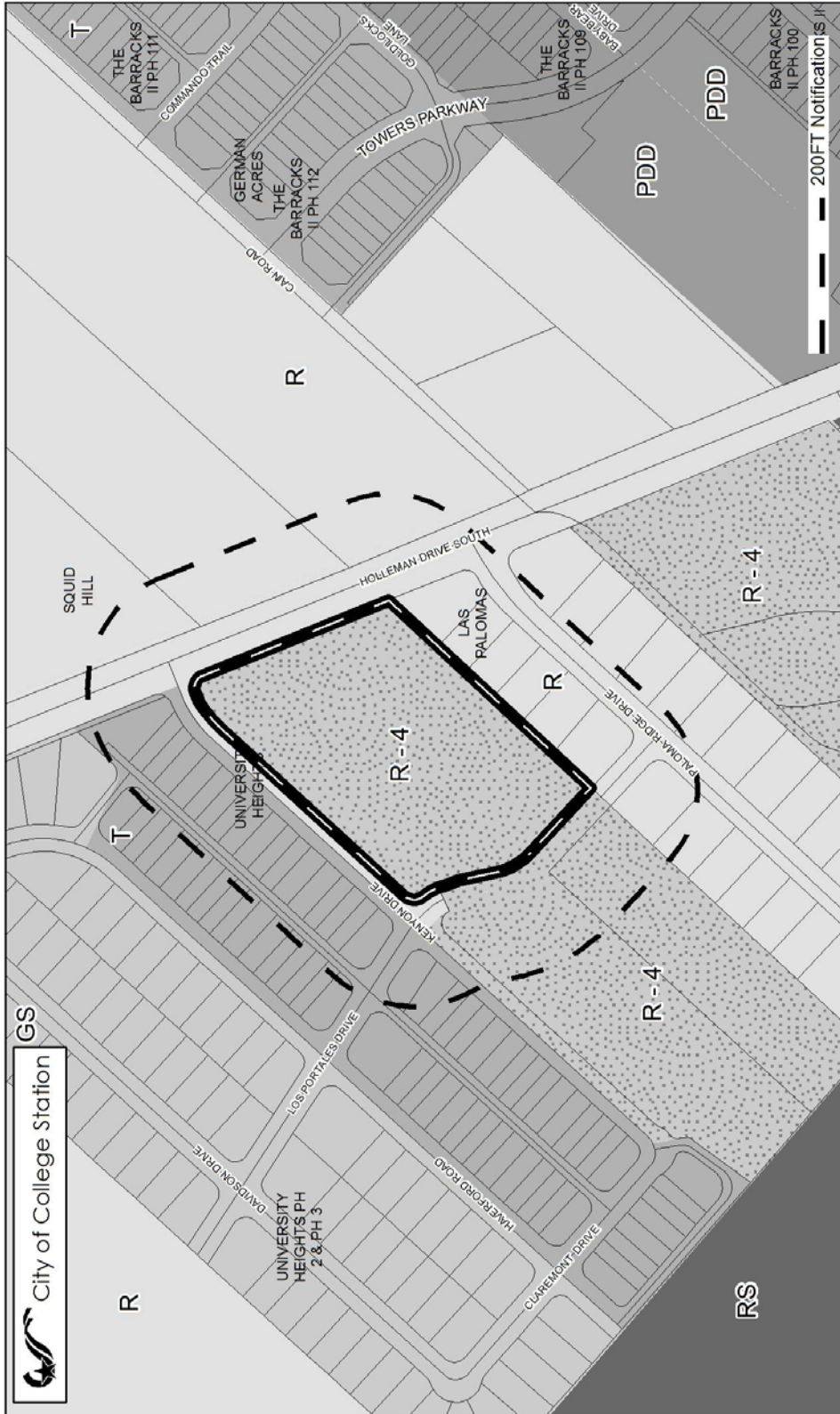
Annexation: 2008
Zoning: A-O Agricultural Open (2008)
R-4 Multi-family (2012)
Final Plat: Unplatted
Site development: Undeveloped



VICINITY MAP



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



ZONING DISTRICTS (In Grayscale)

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

Commercial Industrial

CI	College and University
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

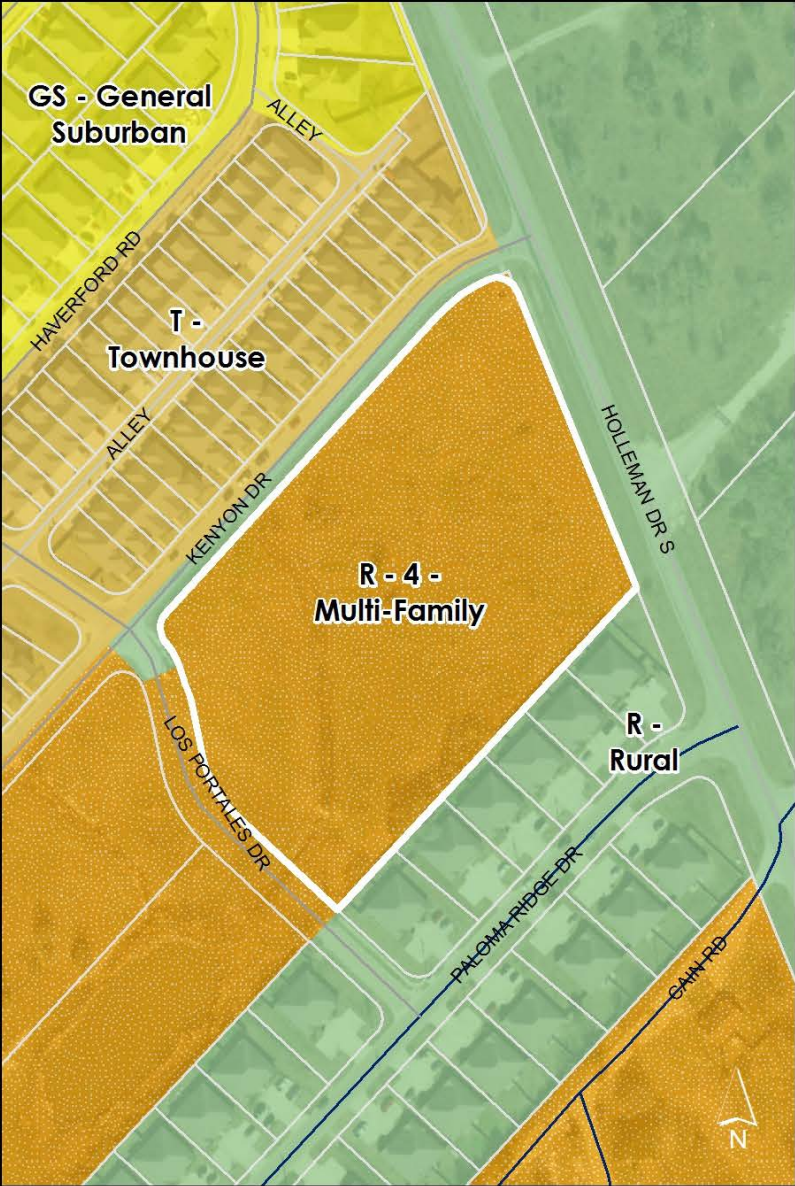
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

UNIVERSITY HEIGHTS PH 4

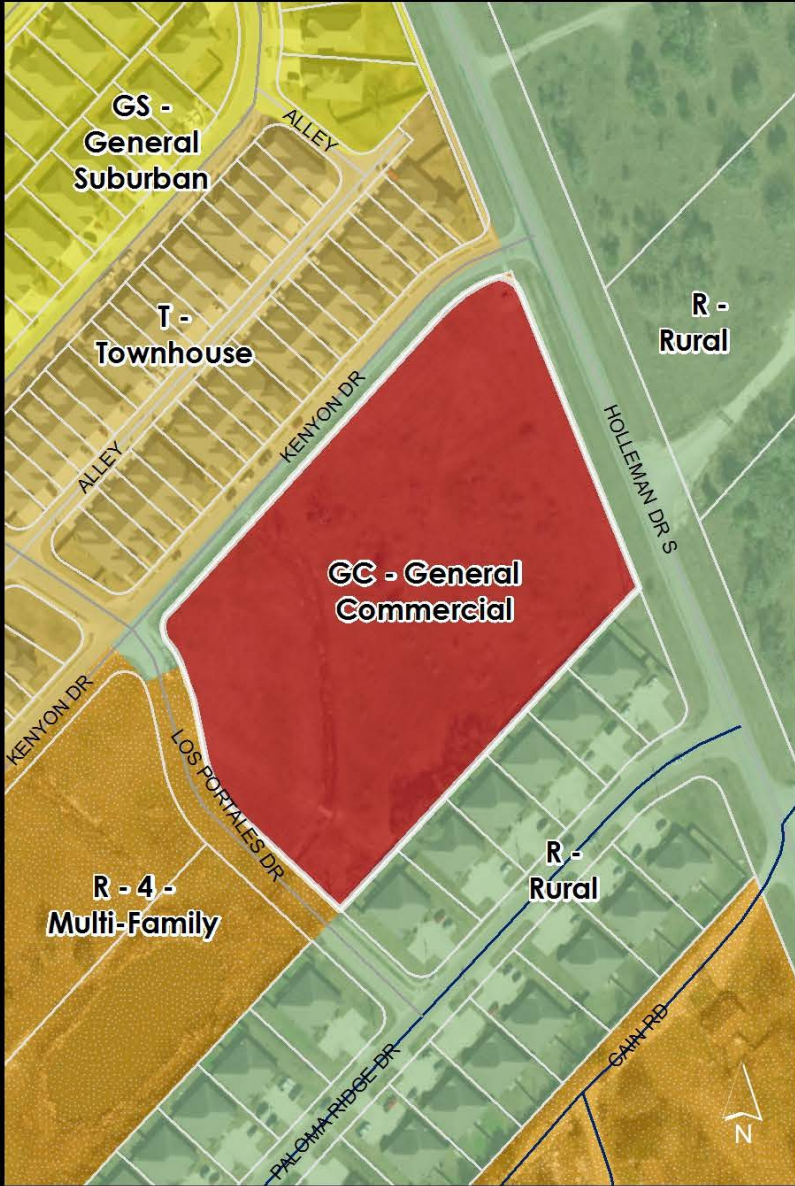
Case: REZ2017-000030

REZONING

EXISTING Zoning



PROPOSED Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R-4 MULTI-FAMILY TO GC GENERAL COMMERCIAL AFFECTING APPROXIMATELY 5.1 ACRES BEING SITUATED AT 3635 KENYON DRIVE; 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”, Exhibit “B” and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 11 day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from R-4 Multi-Family to GC General Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
5.142 TRACT
CRAWFORD BURNETT SURVEY, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 39.873 ACRE TRACT AS DESCRIBED BY A DEED TO MJBS HOLLEMAN, LTD. RECORDED IN VOLUME 10052, PAGE 256 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF HOLLEMAN DRIVE MARKING THE EAST CORNER OF SAID REMAINDER OF 39.873 ACRE TRACT AND THE NORTH CORNER OF LAS PALOMAS SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7367, PAGE 53 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 51' 42" W ALONG THE COMMON LINE OF SAID REMAINDER OF 39.873 ACRE TRACT AND SAID LAS PALOMAS SUBDIVISION FOR A DISTANCE OF 517.54 FEET TO THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID REMAINDER OF 39.873 ACRE TRACT BEARS: S 42° 51' 42" W FOR A DISTANCE OF 712.47 FEET;

THENCE: THROUGH SAID REMAINDER OF 39.873 ACRE TRACT AND ALONG THE EXTENSION OF THE NORTHEASTERLY LINE OF LOS PORTALES DRIVE FOR THE FOLLOWING CALLS:

N 47° 07' 29" W FOR A DISTANCE OF 165.55 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 125.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 13' 46" FOR AN ARC DISTANCE OF 76.86 FEET (CHORD BEARS: N 29° 30' 36" W – 75.65 FEET) TO THE END OF SAID CURVE;

N 11° 53' 43" W FOR A DISTANCE OF 71.55 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 175.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 48' 17" FOR AN ARC DISTANCE OF 75.76 FEET (CHORD BEARS: N 24° 17' 52" W – 75.17 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A CLOCKWISE TRANSITIONAL CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID TRANSITIONAL CURVE THROUGH A CENTRAL ANGLE OF 79° 07' 23" FOR AN ARC DISTANCE OF 34.52 FEET (CHORD BEARS: N 02° 51' 41" E – 31.85 FEET) TO THE END OF SAID CURVE ON THE SOUTHEAST LINE OF KENYON DRIVE (50' R.O.W.);

THENCE: ALONG THE SOUTHEAST LINE OF KENYON DRIVE FOR THE FOLLOWING CALLS:

N 42° 25' 22" E FOR A DISTANCE OF 474.28 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 175.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 30' 13" FOR AN ARC DISTANCE OF 77.90 FEET (CHORD BEARS: N 55° 10' 29" E – 77.25 FEET) TO THE END OF SAID CURVE;

N 67° 55' 35" E FOR A DISTANCE OF 22.12 FEET TO THE SOUTHWEST LINE OF HOLLEMAN DRIVE MARKING THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 22° 04' 25" E ALONG THE SOUTHWEST LINE OF HOLLEMAN DRIVE FOR A DISTANCE OF 401.42 FEET TO THE **POINT OF BEGINNING** CONTAINING 5.142 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

\\JOBS\17-672\17-672.DOCs

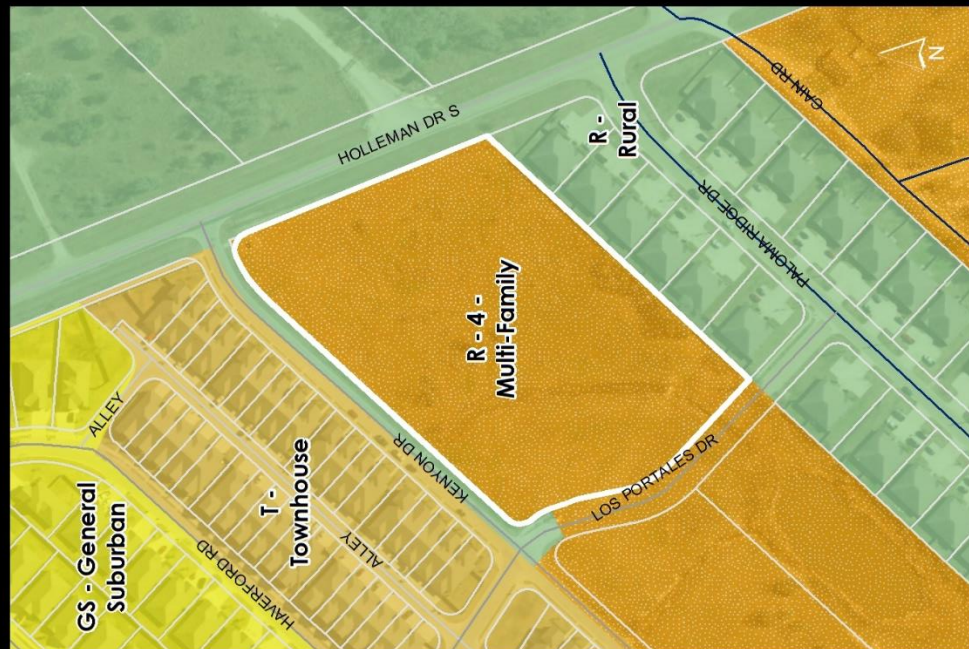


Exhibit C Map II of Rezone Area

PROPOSED Zoning



EXISTING Zoning





Legislation Details (With Text)

File #:	18-0018	Version:	1	Name:	PDD Rezoning – Spring Creek Gardens
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	12/20/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office to PDD Planned Development District on approximately 1.47 acres generally located at 4320 Decatur Drive.				
Sponsors:	Alaina Helton				
Indexes:					
Code sections:					
Attachments:	Background Information Vicinity, Aerial & SAM Bulk Variance List Zoning Map concept plan Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Appendix “A”, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from O Office to PDD Planned Development District on approximately 1.47 acres generally located at 4320 Decatur Drive.

Relationship to Strategic Goals:

- Good Governance
- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their December 7, 2017 meeting and voted 5-0 to recommend approval of the request.

Summary: This request is to rezone approximately 1.47 acres located at 4320 Decatur Drive from O Office to PDD Planned Development District with a base zoning district of GC General Commercial for the use of a self-storage facility.

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject property is designated as NAP Natural Areas Protected and GS General Suburban in the Comprehensive Plan and is a part

of Growth Area II. The NAP land use designation is for undeveloped publicly-owned or private property intended for the conservation of natural areas. However, this area has no floodplain and, until recently, was developed as a natural gas well site. Therefore, the NAP designation is not appropriate for this property. The General Suburban land use designation allows for high-density single-family residential lots with a minimum lot size of 5,000 square feet. However, neighborhood commercial and office uses may be permitted in growth areas. The Comprehensive Plan encourages the development of small-scale office or neighborhood commercial uses directly adjacent to neighborhoods provided that they are sensitive to surrounding residential uses and provide adequate buffering from light, noise, and parking intrusion.

The adjacent property to the west was rezoned to PDD for a Self-Storage Facility in 2010. Self-storage facilities may be more intense than typical neighborhood commercial land uses, due to their potential for noise and light pollution from vehicular traffic that can be associated with this type of use. However, when the property was rezoned, the screening (6-foot masonry wall) and building architecture that was provided was complimentary to the surrounding residential properties and much more neighborhood commercial in nature. This architecture included the requirement of a 4:12 to 6:12 roof pitch and stone and brick on the building façade, similar to materials used on houses in the adjacent neighborhood. More recently, during the November 9, 2017 City Council workshop, Staff received direction to move forward with an ordinance amendment to allow self-storage facilities in the SC Suburban Commercial zoning district and those changes are forthcoming.

Through this proposed PDD rezoning, the applicant is requesting a modification to the Non-Residential Architectural Standards (NRA) to allow the proposed storage buildings be one hundred percent (100%) painted metal panel siding on all sides with metal doors for accessing the storage unit. No other building materials are proposed. The applicant is also proposing to utilize the existing 8-foot wooden fence located adjacent to the single-family properties, in lieu of the masonry wall that is required by the Unified Development Ordinance (UDO), and that is currently being provided with the existing self-storage facility located adjacent to the site. Though City Council has recently given Staff direction to allow self-storage facilities in the Suburban Commercial zoning district, without the screening and compatible building materials, Staff does not believe the proposed PDD meets the intent of the neighborhood commercial allowed in this growth area. Below is a comparison of the existing self-storage facility and masonry wall and images of what might be constructed under the proposed NRA and Buffering Standards.

Existing Self-Storage Facility w/ Stucco-Finish

Example of Self-Storage Facility w/ Metal Panel

Existing 6-Foot Masonry Wall

Existing Wooden Fence

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: This rezoning request is an expansion of an existing PDD Planned Development District for a self-storage facility located immediately west of the subject property. The remaining adjacent properties are currently zoned GS General Suburban and are developed for single-family uses, and property that is zoned MF Multi-Family that is currently under construction. Staff believes the small-scale storage units, such as what is proposed, can be a neighborhood-serving use and can be compatible with the nearby properties with appropriate buffering and building architecture.

The existing PDD has a GC General Commercial base zoning district and is developed as a Self-Storage Facility with office space, per the PDD. In order to address concerns in the initial rezoning process regarding noise and light pollution affecting adjacent residential properties, the existing PDD provided the following conditions and community benefits:

- 6-foot masonry wall required against the single family properties.
- Roof pitch will vary from at least 4:12 to 6:12.
- One 2-inch caliper trees required every 20 feet in the buffer yard instead of every 25 feet.
- Stone and brick will be used on the building façade and will be similar to materials uses on houses in the adjacent neighborhood.

Through the PDD process the property was also granted the following meritorious modification to Section 7.6.F “Minimum Buffer Standards” of the Unified Development Ordinance:

- The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.

The applicant is now proposing the following community benefits and modifications to the City’s standards with the PDD addition:

Community Benefits:

- Utilize existing 8-foot wooden fence located adjacent to the single-family properties (in lieu of 6-foot masonry wall).
- Roof pitch will vary from 2:12 to 4:12.
- One 2-inch caliper tree required every 20 feet in the buffer yard adjacent to the single-family property instead of every 25 feet.
- The removal of the oil/gas well, which was a nuisance for the surrounding residences, will eliminate noise, odor, and truck traffic in the neighborhood.
- The proposed development will not add any additional signage to this location.
- The reduced building heights are a benefit to the adjacent single family residences compared to a 2-story office building that could be located on this site.
- Office use at this site could possibly have early morning and late night traffic in and out

of the parking lot adjacent to the residence backyards. The proposed use will not have this potential disturbance.

Meritorious Modification to the Unified Development Ordinance:

Section 7.6.F “Minimum Buffer Standards”

- The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.
- The 2 sides of the development adjacent to the multi-family zoning, a 10' wide buffer with a proposed 6' high wooden fence and no buffer plantings are proposed.

Section 7.10.F “Non-Residential Architectural Standards”

- The storage buildings will not have any façade articulation.
- The storage buildings will not have any architectural relief elements on the facades.
- The storage buildings will have painted metal panel siding on all sides with metal doors for accessing the storage unit. No other building materials are proposed.

Staff recommends that the modifications from the building materials section of the Non-Residential Architectural Standards not be approved with this request-for at least the building facades facing the perimeter of the property-and that instead the applicant provide similar building materials to those of the existing self-storage structure to ensure that the proposed buildings are physically and aesthetically compatible to the surrounding residential structures so to better meet the intentions of “neighborhood commercial” allowed in this growth area per the Comprehensive Plan. Similarly, since the applicant is requesting the reduction in the buffer yard adjacent to the single-family property, Staff also recommends that the 6-foot masonry wall be continued along the property line abutting the single-family property. The masonry wall will serve to block direct light from vehicles entering and exiting the site and will reduce some effects of noise pollution that can be associated with this type of use on the adjacent single-family houses.

3. Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment: The low traffic volumes and low use levels associated with self-storage warehouses make this PDD request suitable for this property if appropriately buffered from the existing single-family houses. The small-scale storage units, such as what is proposed, along with Staff’s recommendations of continuing the 6-foot masonry wall along the single-family property and providing compatible building materials for the proposed buildings will be compatible with the nearby properties

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property is zoned O Office. The O Office zoning classification is intended for commercial businesses that provide a service rather than sell a product and have relatively low traffic generation and require limited location identification. Due to the limited access and adjacent land uses and single-family residential use on the other side of the site, the number of uses usually allowed in this district may not be appropriate for this property. This property is suitable for some office uses.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: While the marketability of the property with the current O Office zoning classification may not make it the most marketable at this time, there have been professional and medical offices developed and requests in the surrounding area.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: The subject tract is located adjacent to a 12-inch water main, which runs along Decatur Drive. The subject tract is located in the Spring Creek Drainage Basin and is not encroached by a FEMA designated Special Flood Hazard Area. Development of the subject tract will be required to meet the requirements of the City's Storm Water Design Guidelines. The development will take access from an existing driveway to Decatur Drive, which is fully built as a two-lane major collector with a raised median. A traffic impact analysis was not required for this project due to the proposed size of the project and low levels of traffic that are generated by these types of uses. The proposed project did not generate enough trips to surpass the UDO threshold of 150 vehicles trips per the peak hour.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed land use as well as access points external and internal to the property. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General:

The stated purpose and intent of the requested PDD is "to provide self-storage availability for the nearby residents."

This request is to rezone approximately 1.47 acres located at 4320 Decatur Drive from O Office to PDD Planned Development District with a base zoning district of GC General Commercial for the use of a Self-Storage Facility. This will be an expansion of the boundaries of an existing PDD for

Self-Storage located adjacent to the property.

Modification Requested: GC General Commercial is proposed as the base zoning district with the following modifications:

Section 7.7.F “Minimum Buffer Standards”

- The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.
- The 2 sides of the development adjacent to the multi-family zoning, a 10' wide buffer with a proposed 6' high wooden fence and no buffer plantings are proposed.
- Utilize existing 8-foot wooden fence located adjacent to the single-family properties in lieu of masonry wall.

Section 7.10.C “Standards for Non-Residential Standards”

- The storage buildings will not have any façade articulation.
- The storage buildings will not have any architectural relief elements on the facades.
- The storage buildings will have painted metal panel siding on all sides with metal doors for accessing the storage unit. No other building materials are proposed.

Community Benefits: The applicant offers the following as community benefits:

- Utilize existing 8-foot wooden fence located adjacent to the single-family properties.
- Roof pitch will vary from at least 2:12 to 4:12.
- One 2-inch caliper trees required every 20 feet in the buffer yard adjacent to the single-family property instead of every 25 feet.
- The maximum building height will be 18 feet.
- The removal of the oil/gas well, which was a nuisance for the surrounding residences, will eliminate noise, odor and truck traffic in the neighborhood.
- The proposed development will not add any additional signage to this location.
- The reduced building heights are a benefit to the adjacent single family residences compared to a 2-story office building that could be located on this site.
- Office use at this site could possibly have early morning and late night traffic in and out of the parking lot adjacent to the residence backyards. The proposed use will not have this potential disturbance.

STAFF RECOMMENDATION

Staff recommends approval of the PDD Planned Development District zoning request and associated Concept Plan with the condition that the existing 6-foot masonry wall provided with the existing Self-Storage Facility be continued along the property line abutting the single-family property with development, and that the requested variance to provide 100% metal building not be granted.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Vicinity, Aerial & Small Area Map
3. Concept Plan
4. Bulk Variance List
5. Rezoning Map
6. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: December 7, 2017

Advertised Council Hearing Dates: January 11, 2018

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:

Spring Creek Townhomes HOA

Southern Plantation HOA

Property owner notices mailed: Thirty (30)

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: Zero (0) at the time of staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	PDD Planned Development District & MF Multi-Family	Self-Storage Facility & Multi-Family
South	Natural Areas Protected	GS General Suburban	Single-Family
East	General Suburban & Urban	MF Multi-Family	Multi-Family
West	General Suburban & Natural Areas Protected	PDD Planned Development District & GS General Suburban	Single-Family & Self-Storage Facility

DEVELOPMENT HISTORY

Annexation: October 1983

Zoning: A-O Agricultural Open upon annexation (1983)

R-4 Multi-Family (2001)

A-P Administrative Office (2006)

Renamed O Office (2012)

Final Plat: Spring Creek Gardens Phase 3, Block 3, Lot 1 (2010)

Site development: Vacant – Previously a natural gas well site

VICINITY MAP

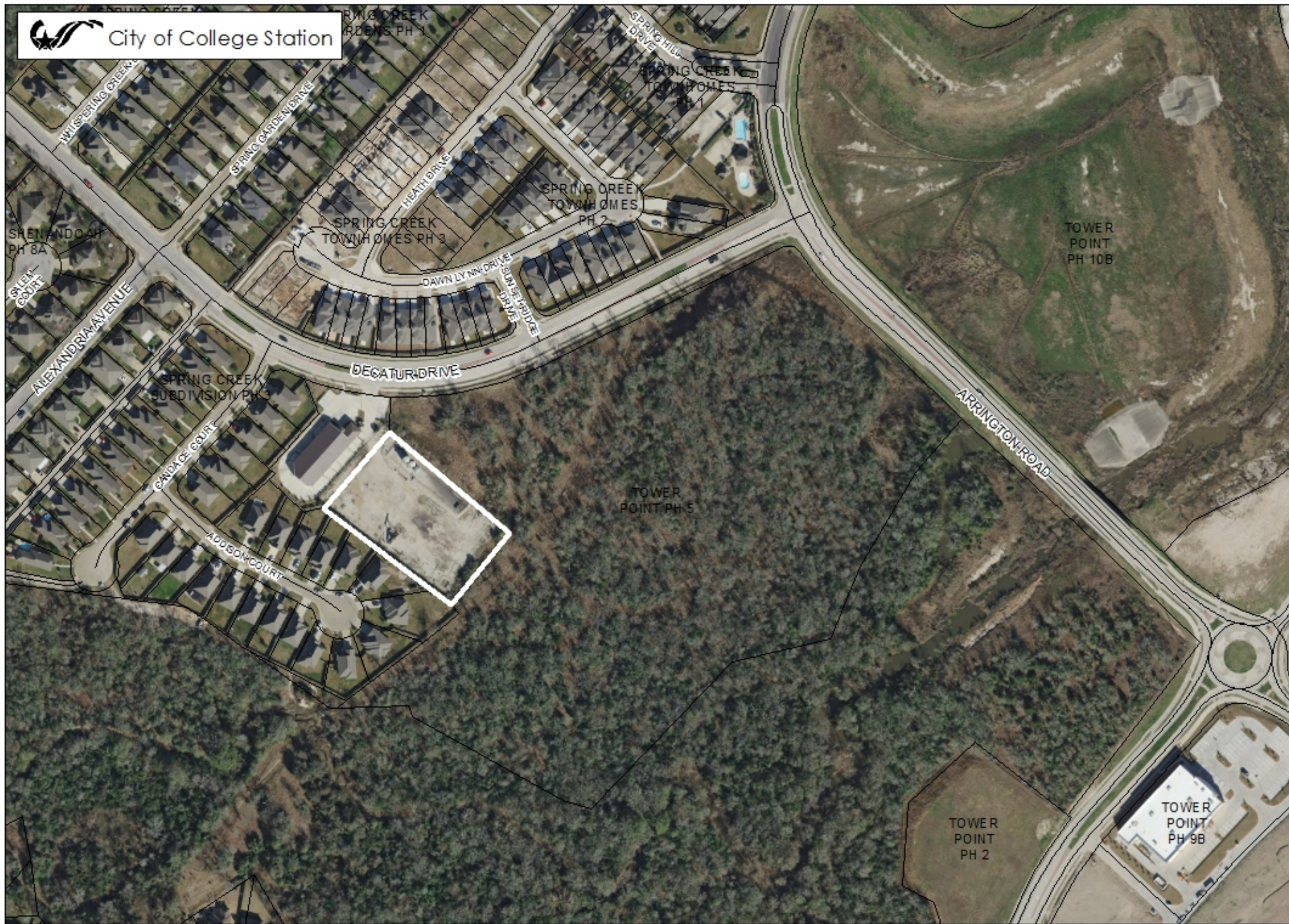


REZ2017-000025
SPRING CREEK GARDENS

0 0.75 1.5 3 Miles



City of College Station



0

255

510

Feet

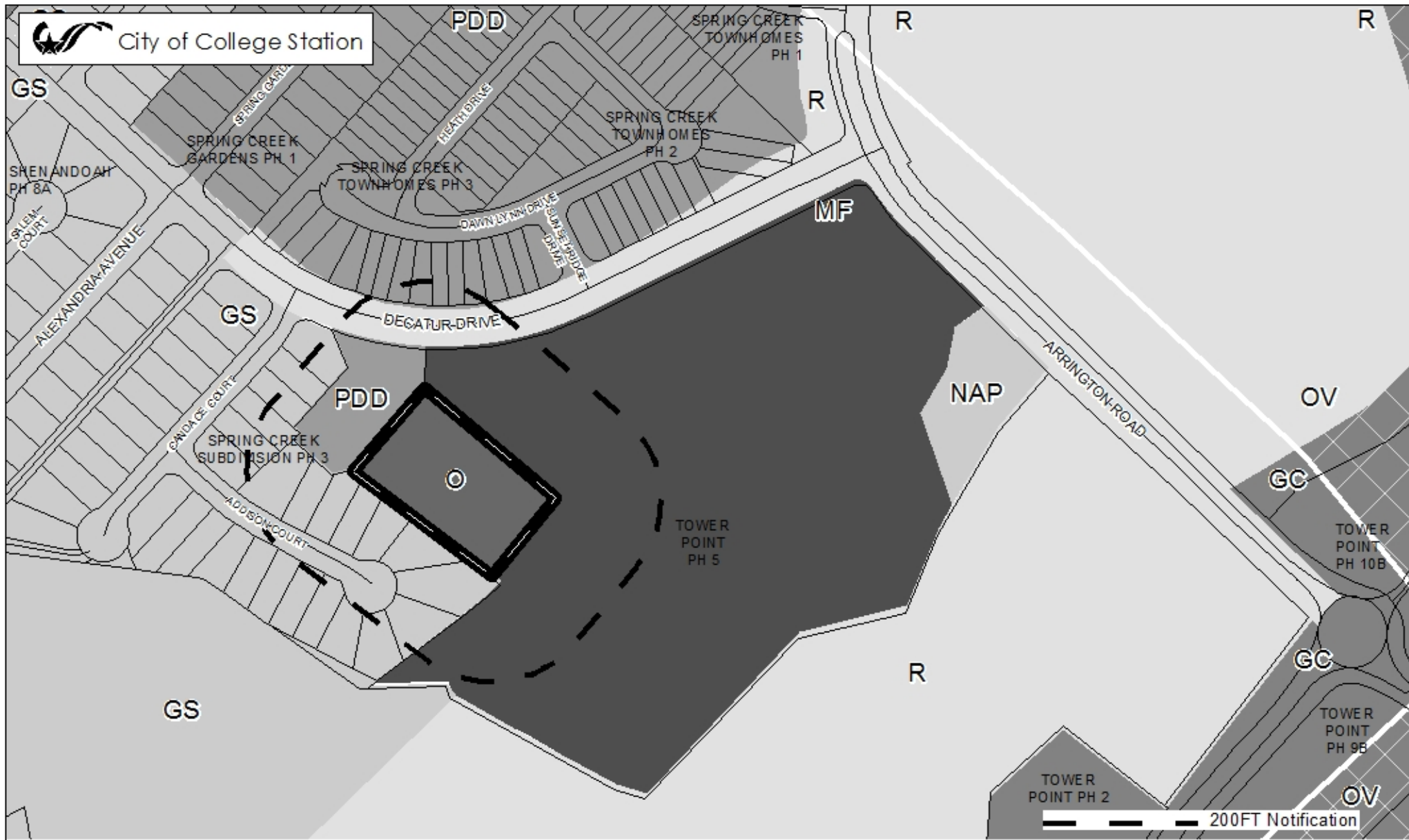
SPRING CREEK GARDENS

Case:
REZ2017-000025

REZONING



City of College Station



ZONING DISTRICTS (In Grayscale)

Residential

R Rural
E Estate
RS Restricted Suburban
GS General Suburban
D Duplex
T Townhome
MF Multi-Family

MU Mixed-Use

MHP Manufactured Home Pk.

Non-Residential

NAP Natural Area Protected
O Office
SC Suburban Commercial
GC General Commercial

CI

Commercial Industrial
BP Business Park
BPI Business Park Industrial
C-U College and University

Planned Districts

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

Design Districts

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

Overlay Districts

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

Retired Districts

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



0 255 510 Feet

SPRING CREEK GARDENS

Case:
REZ2017-000025

REZONING

3. List the general bulk or dimensional variations sought.

Section 12-7.7.F Buffers

- On the south side of the development adjacent to the General Suburban Zoning, it is requested that the 6' high screen wall be replaced with an existing 8' high wooden fence and the 15' wide landscaping buffer be reduced to 10' in width.
- The 2 sides of the development adjacent to the multi-family zoning, a 10' wide buffer with a proposed 6' high wooden fence and no buffer plantings are proposed.

Section 12-7.10. Non-Residential Architectural Standards

- The storage buildings will not have any façade articulation.
- The storage buildings will not have any architectural relief elements on the facades.
- The storage buildings will have painted metal panel siding on all sides with metal doors for accessing the storage unit. No other building materials are proposed.

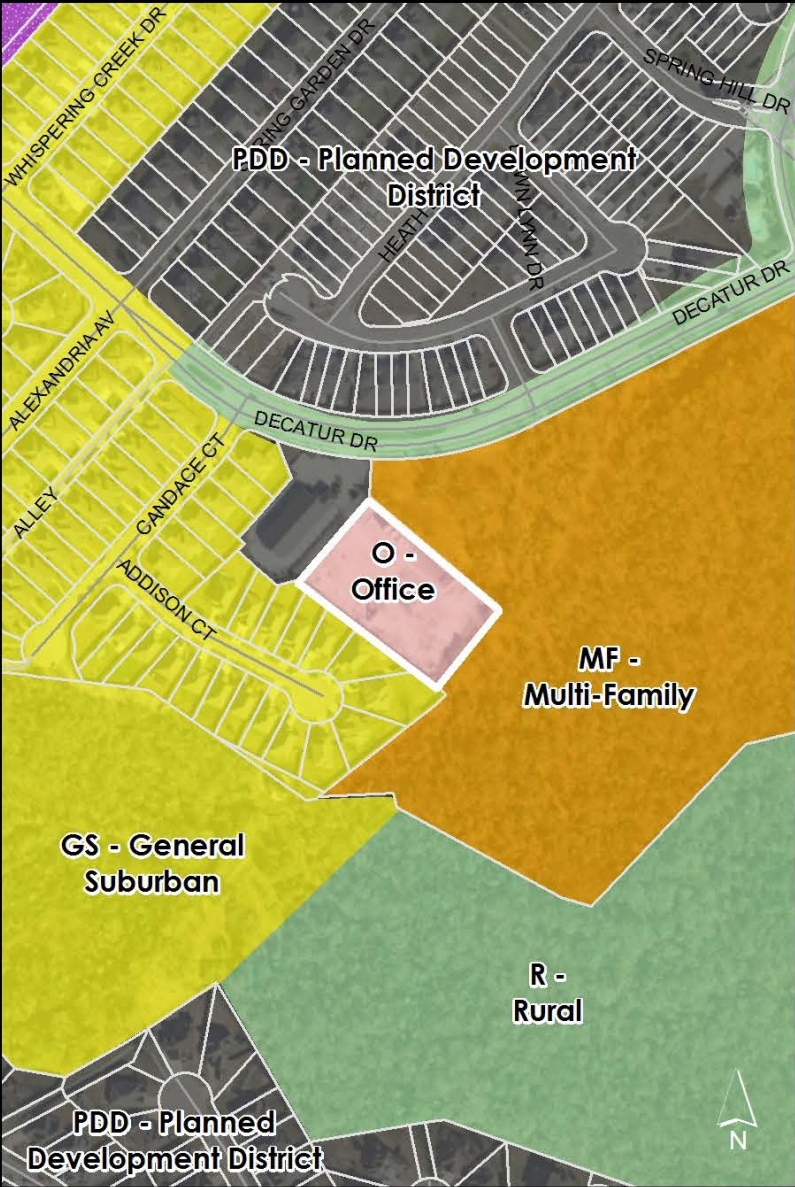
Justification for the general bulk or dimensional variations sought

- Replacing the screen wall with an existing 8' wooden fence will provide adequate privacy to the adjacent residents in an aesthetic manner. Reducing the buffer width to 10' from 15' will not have any negative effects as the additional height of the fence and the proposed landscaping will fully buffer the proposed use from the adjacent neighborhood. The spacing of the 2-inch caliper trees in the buffer yard will be reduced from 25' to 20' for the buffer along the property line adjoining the single family homes.
- There will be a solid exterior building wall along the common lot lines with the multi-family zoning, so there will be no activity that needs to be buffered. The proposed 6' high wooden fence will substantially screen the 1 story storage buildings.
- The Non-Residential Architectural Standards are not necessary since the one story buildings with a perimeter eave height of 10' results in the majority of the building exterior being screened from view from the adjacent property. Also, the existing facility and the multi-family development screen this property from traffic on Decatur Drive. The addition of architectural relief, architectural elements and building materials required by the NRA will add no benefit to the development, the neighbors or the public.

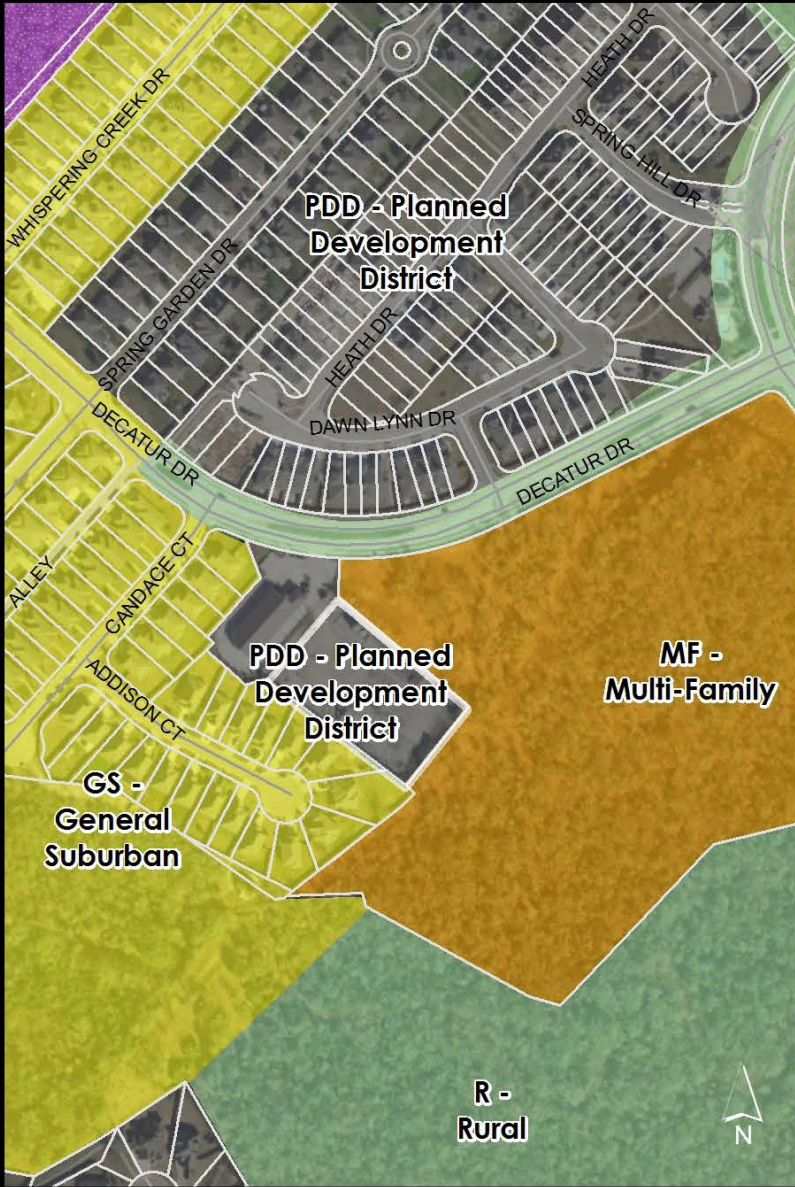
4. The community benefits are as follows:

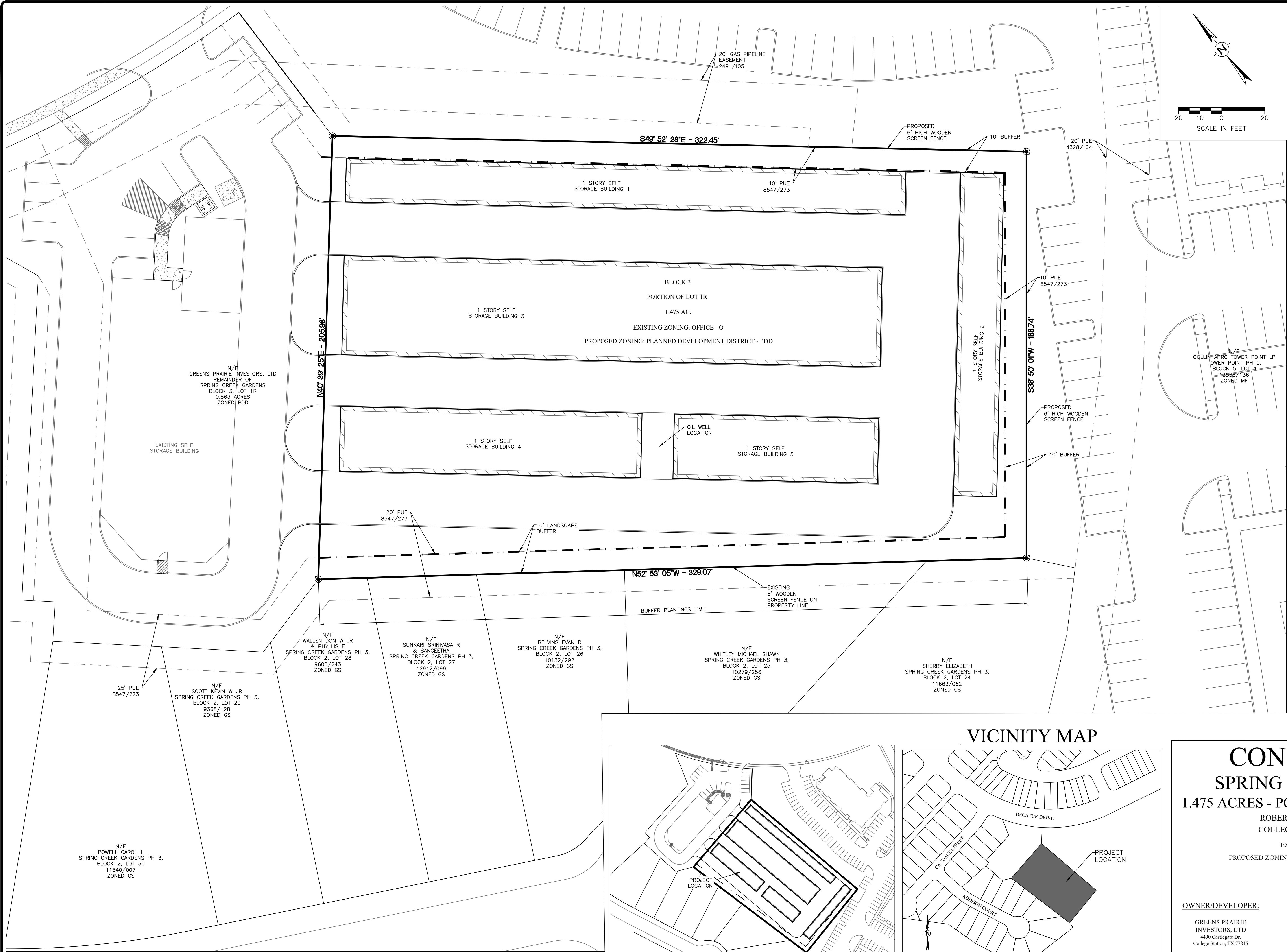
- The removal of the oil/gas well, which was a nuisance for the surrounding residences, will eliminate noise, odor and truck traffic in the neighborhood.
- The proposed development will not add any additional signage to this location.
- The reduced building heights are a benefit to the adjacent single family residences compared to a 2-story office building that could be located on this site.
- Office use at this site could possibly have early morning and late night traffic in and out of the parking lot adjacent to the residence backyards. The proposed use will not have this potential disturbance.

EXISTING Zoning

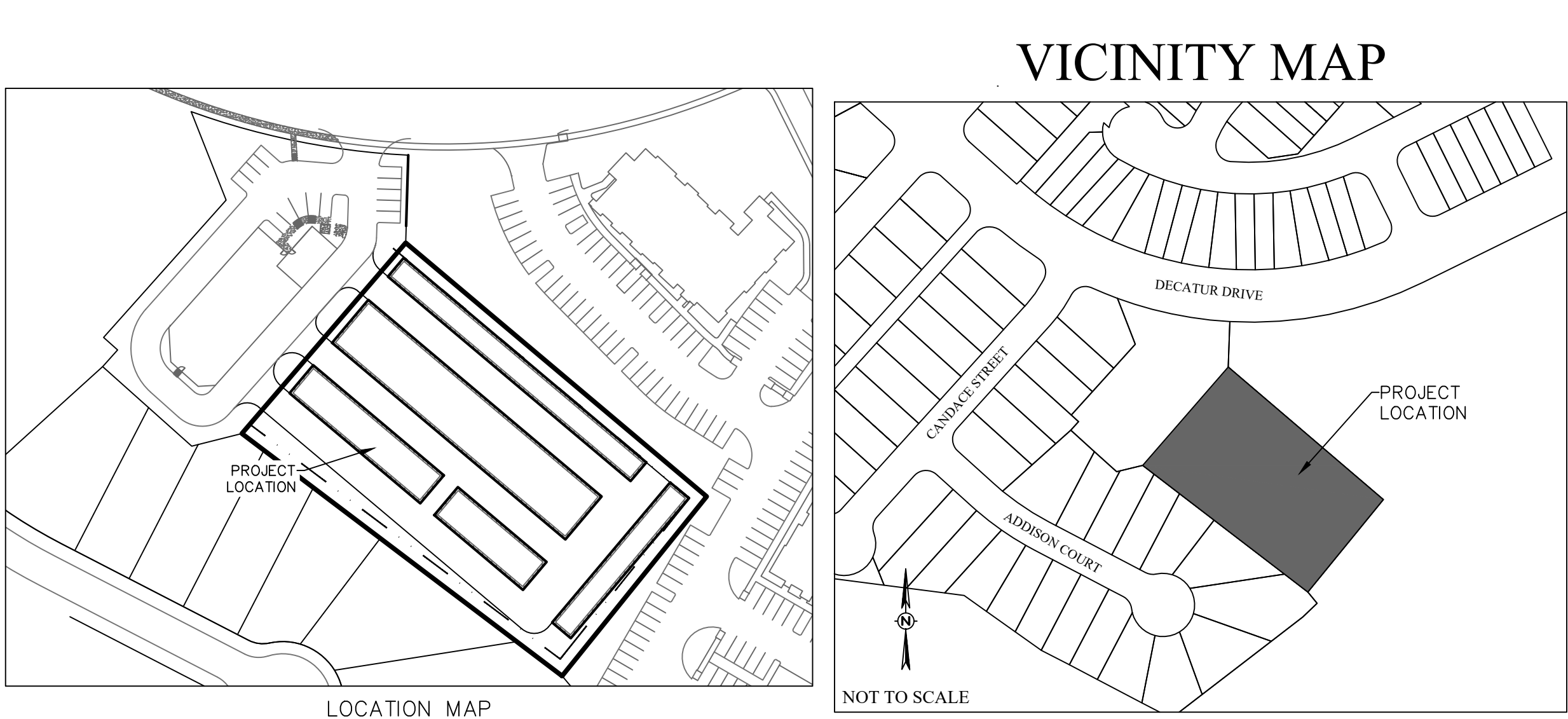


PROPOSED Zoning





- CONCEPT PLAN NOTES:
1. THE STORM WATER DRAINAGE FROM THIS SITE WILL FLOW INTO AN EXISTING STORM SEWER SYSTEM AND THEN INTO THE STORM SEWER SYSTEM CONSTRUCTED WITH DECATUR DRIVE AND ARRINGTON ROAD AND IS CONVEYED TO THE EXISTING DETENTION POND.
 2. THE DETENTION POND FOR THIS SITE IS LOCATED ON SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINT DEVELOPMENT.
 3. EXTERIOR LIGHTING FOR THE SITE WILL BE IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE AND WILL CONSIST OF LIGHTS MOUNTED ON THE BUILDING ONLY. NO POLE MOUNTED LIGHTS ARE PROPOSED.



CONCEPT PLAN

SPRING CREEK GARDENS

1.475 ACRES - PORTION OF LOT 1R, BLOCK 3

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS, TEXAS

EXISTING ZONING - O - OFFICE
PROPOSED ZONING - PDD - PLANNED DEVELOPMENT DISTRICT

OWNER/DEVELOPER:

GREENS PRAIRIE
INVESTORS, LTD
4490 N. Castlegate Dr.
College Station, Texas 77845

SCALE: 1" = 20'
DECEMBER 2017

SURVEYOR:

Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195

ENGINEER:

Schultz Engineering, LLC

TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM O OFFICE TO PDD PLANNED DEVELOPMENT DISTRICT AFFECTING APPROXIMATELY 1.47 ACRES BEING A PORTION OF LOT 1R, BLOCK 3, SPRING CREEK GARDENS SUBDIVISION PHASE 3, GENERALLY LOCATED AT 4320 DECATUR DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 11th day of January, 2018.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

The following property is rezoned from O Office to PDD Planned Development District:

**METES AND BOUNDS DESCRIPTION
OF A
1.475 ACRE TRACT
SPRING CREEK GARDENS SUBDIVISION PHASE 3
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1R, BLOCK 3, SPRING CREEK GARDENS SUBDIVISION PHASE 3 ACCORDING TO THE PLAT RECORDED IN VOLUME 9838, PAGE 8 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP MARKED 'CARLOMAGNO RPLS 1562' FOUND (N:10190632.89, E:3575393.89) MARKING THE SOUTH CORNER OF SAID LOT 1R. FOR REFERENCE, THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 BEARS: S 07° 58' 36" W FOR A DISTANCE OF 4703.98 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE - GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 52° 53' 05" W ALONG THE SOUTHWEST LINE OF SAID LOT 1R FOR A DISTANCE OF 329.07 FEET TO A POINT;

THENCE: N 40° 39' 25" E THROUGH SAID LOT 1R FOR A DISTANCE OF 205.98 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 1R. FOR REFERENCE, A ½ INCH IRON ROD WITH CAP MARKED 'SMKLING RPLS 2003' FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1R BEARS: N 01° 39' 59" E FOR A DISTANCE OF 71.87 FEET;

THENCE: S 49° 52' 28" E ALONG THE NORTHEAST LINE OF SAID LOT 1R FOR A DISTANCE OF 322.45 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID LOT 1R;

THENCE: S 38° 50' 01" W ALONG THE SOUTHEAST LINE OF SAID LOT 1R FOR A DISTANCE OF 188.74 FEET TO THE POINT OF BEGINNING CONTAINING 1.475 ACRES OF LAND AS SURVEYED ON THE GROUND JULY 2017.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

W:\OBS\17-498\17-498.docx



EXHIBIT B

The proposed PDD Planned Development District zoning uses a base zoning district of GC General Commercial.

The land use permitted for the property is limited to Self-Storage Facility.

Meritorious Modifications

The following modifications to the base zoning of the property shall apply:

A. Section 7.7.F “Minimum Buffer Standards”

1. The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.
2. The two sides of the development adjacent to the multi-family zoning, will have no buffer plantings.
3. The existing 8-foot wooden fence located adjacent to the single-family properties may be used in lieu of the required 6-foot masonry wall.

B. Section 7.10.C “Standards for Non-Residential Standards”

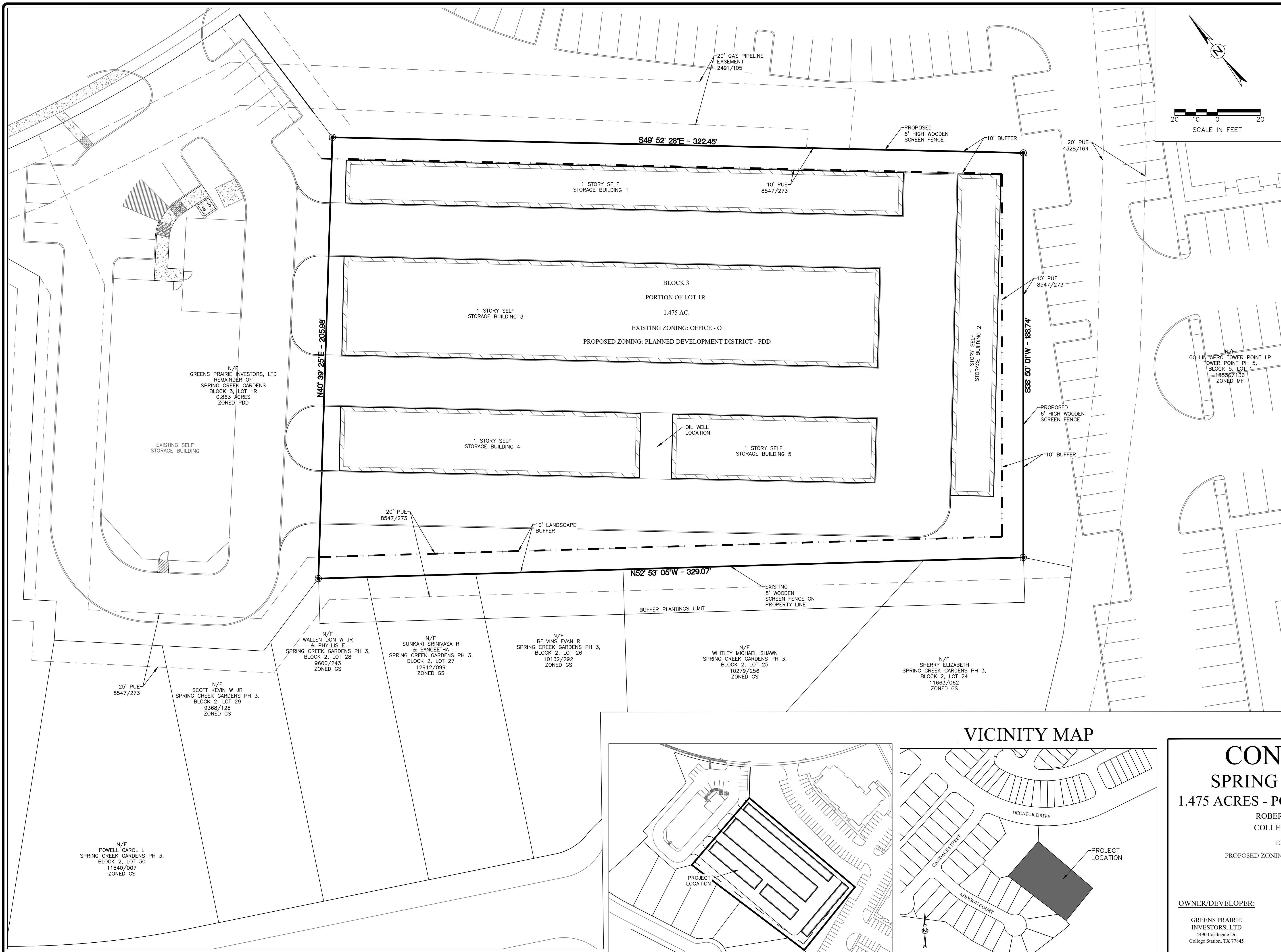
1. The storage buildings will not be required to provide Façade Articulation.
2. The storage buildings will not be required to provide Architectural Relief Elements on the facades.
3. The storage buildings will not be required to meet Building Material requirements. One hundred percent (100%) painted metal is permitted on all facades of all buildings.

Community Benefits and Additional Enhancements

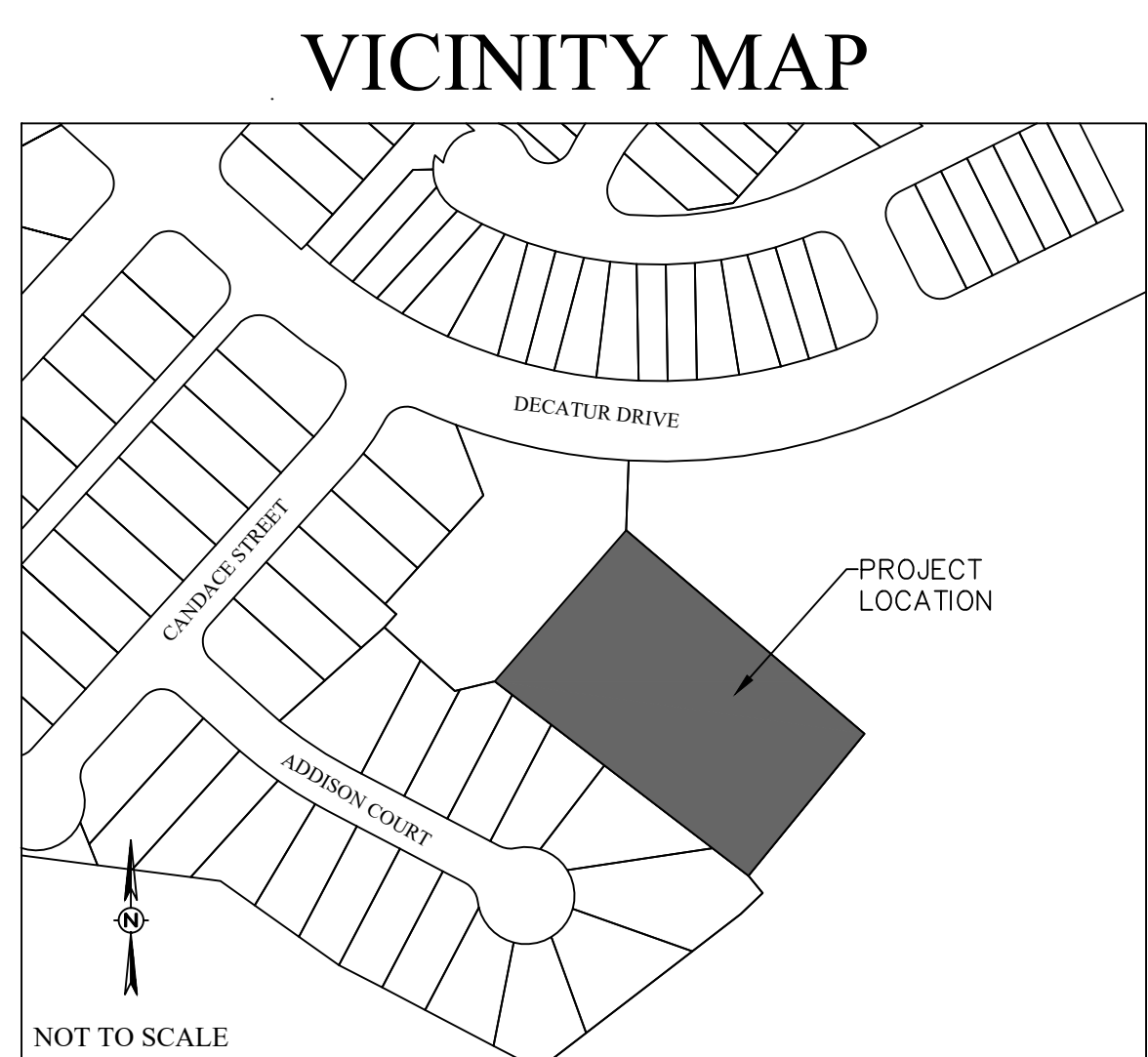
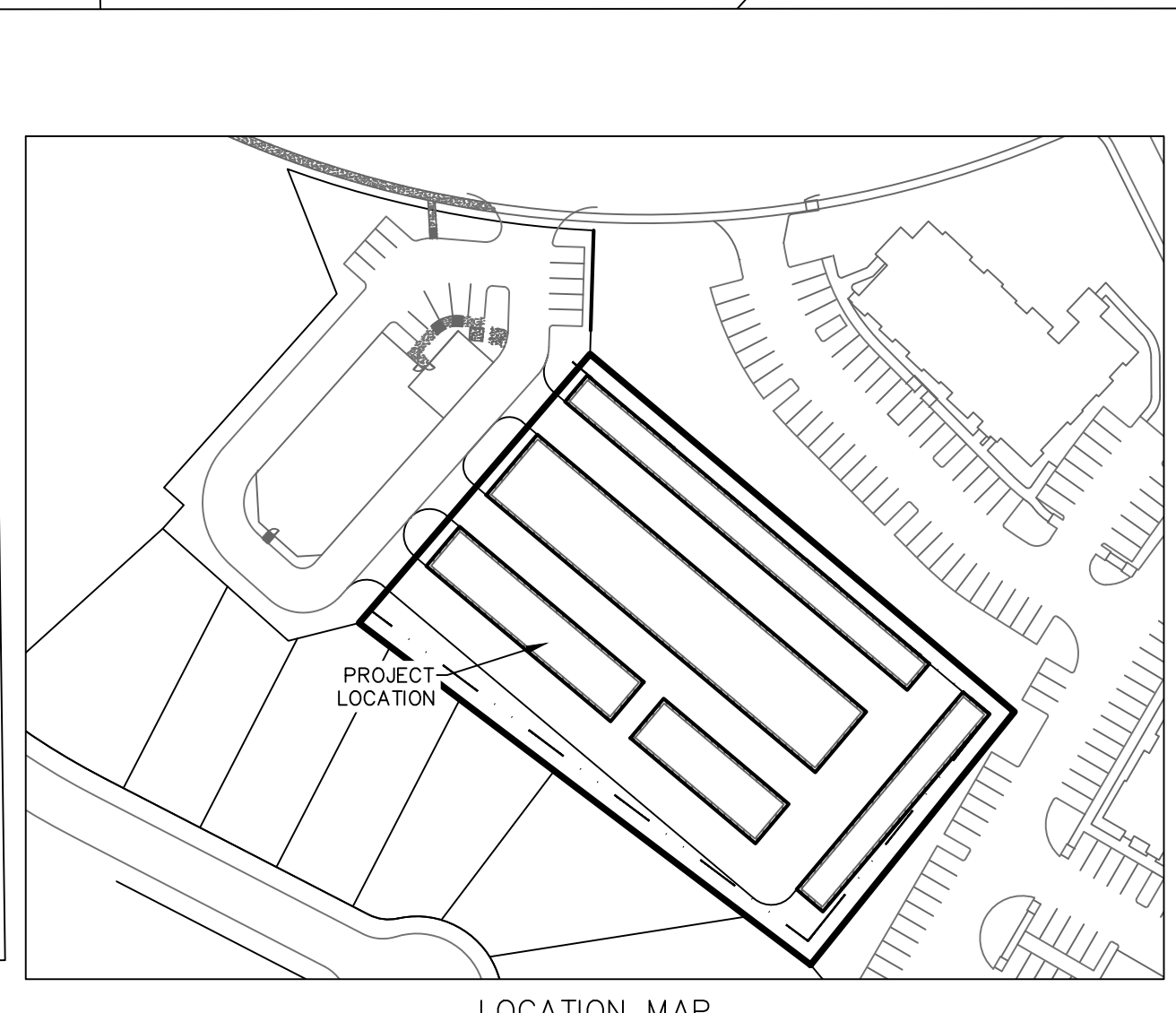
The following community benefits, additional enhancements or improvements have been identified:

1. Roof pitch will vary from at least 2:12 to 4:12.
2. One 2-inch caliper trees required every 20 feet in the buffer yard adjacent to the single-family property instead of every 25 feet.
3. The maximum building height will be 18 feet.
4. The removal of the oil/gas well.
5. No additional signage will be provided to this location.

EXHIBIT C



- CONCEPT PLAN NOTES:
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CONCEPT PLAN

SPRING CREEK GARDENS

1.475 ACRES - PORTION OF LOT 1R, BLOCK 3

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS, TEXAS

EXISTING ZONING - O - OFFICE
PROPOSED ZONING - PDD - PLANNED DEVELOPMENT DISTRICT

OWNER/DEVELOPER:

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Schultz Engineering, LLC
TBPE No. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

SCALE: 1" = 20'
DECEMBER 2017

Legislation Details (With Text)

File #:	18-0019	Version:	2	Name:	Annual Review - Comprehensive Plan and Unified Development Ordinance
Type:	Comprehensive Plan	Status:			Agenda Ready
File created:	12/20/2017	In control:			City Council Regular
On agenda:	1/11/2018	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion on the annual review of the Comprehensive Plan and the annual review of the Unified Development Ordinance (UDO).				
Sponsors:	Lauren Hovde, Jenifer Paz				
Indexes:					
Code sections:					
Attachments:	Comp Plan & UDO Review 2017				

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

Public Hearing, presentation, possible action, and discussion on the annual review of the Comprehensive Plan and the annual review of the Unified Development Ordinance (UDO).

Relationship to Strategic Goals:

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

Recommendation(s): Receive staff's presentation. No action is required.

Summary: The Unified Development Ordinance and Comprehensive Plan both call for an annual review of the respective document. The attached review is organized by project type and assesses significant actions and accomplishments during the past year that further implementation of the Plan. The annual review of the Unified Development Ordinance and Comprehensive Plan is part of an ongoing effort to keep the documents current and relevant.

Budget & Financial Summary: N/A

Attachments:

1. 2017 Annual Review of the Comprehensive Plan and UDO



Comprehensive Plan & Unified Development Ordinance

A Review of 2017

CONTENTS

Evaluation & Appraisal Report	2
Neighborhood, District & Corridor Plans	3
Master Plans	6
Projects in Progress	13
Unified Development Ordinance	14
Vision Statement	16

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This annual review includes an overview of major Comprehensive Plan initiatives. Yearly reviews are performed to ensure the Comprehensive Plan remains relevant and to identify changes necessary to accommodate College Station's future growth.

Comprehensive Plan Evaluation & Appraisal Report

WEB

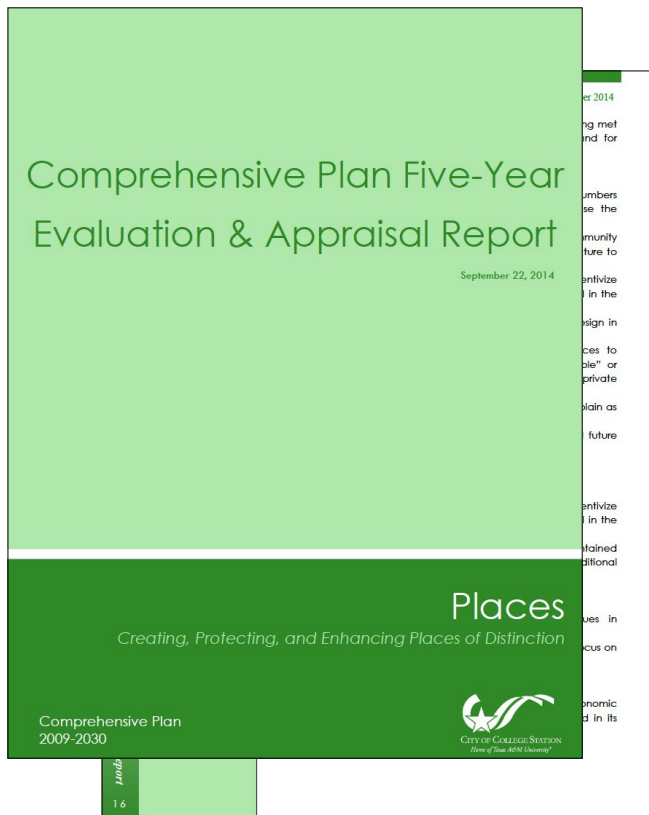
WEB

Five-Year Comprehensive Plan Evaluation & Appraisal Report

PDF

September 2014

As called for in the 2009 Comprehensive Plan, a five-year evaluation and appraisal report was prepared in 2014 that evaluates the existing plan and assesses its success in achieving the community's goals. The review served as a check-up on the Comprehensive Plan by identifying successes and shortcomings, considering changing conditions, and recommending appropriate modifications.



Progress in FY17:

- Future Land Use and Character Map amendments to five areas through city-initiatives.
- Identified potential impediments to development and addressed through ordinance amendments.
- Amended the Unified Development Ordinance to incentivize redevelopment and infill development.
- Began annexation discussions with properties under expiring Non-Annexation Development Agreements.
- Roadway Impact Fees were approved in November 2016.

Comprehensive Plan

Neighborhood, District & Corridor Plans

WEB

WEB

Goals of the Comprehensive Plan

Future Land Use and Character | Neighborhood Integrity | Economic Development | Parks
Mobility | Municipal Facilities & Community Services | Growth Management

Neighborhood, District, and Corridor plans are small-area plans focused on areas designated for further review in the Comprehensive Plan. The plans are intended to serve as action plans that focus on the particular needs and opportunities of a specific area.



MAP

WEB

Central College Station

*Adopted June 2010**

Progress in FY17:

- Completed stand-alone sidewalk on San Saba Drive from Pedernales Drive to Rio Grande Boulevard.

.....

* *Received the Long Range Planning Award from CTxAPA in 2010.*



MAP

WEB

Eastgate Neighborhood

Adopted June 2011

Progress in FY17:

- Construction completed on Nimitz Street from Lincoln Avenue to Ash Street, including a sidewalk on one side.
- Completed stand-alone sidewalks along Eisenhower Street from University Drive to Ash Street, and on Live Oak Street from Texas Avenue South to Eisenhower Street.



MAP

WEB

Southside Area Neighborhood

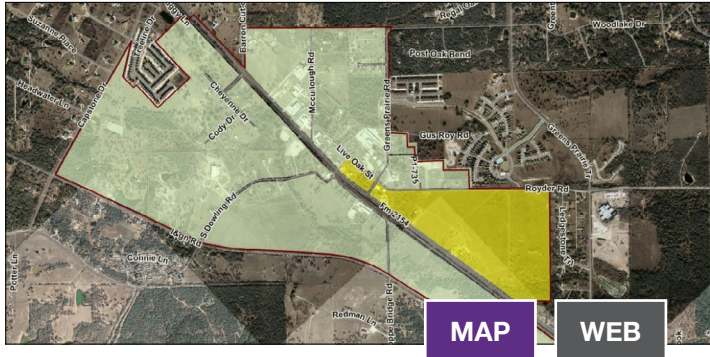
Adopted September 2012

Progress in FY17:

- Design underway for stand-alone sidewalks along Southwest Parkway on both sides from Wellborn Road to Welsh Avenue to address ADA concerns.
- Design underway for a capital project pertaining to neighborhood safety improvements, including sidewalks on Park Place, Holik Street, Glade Street, and Anna Street.

Comprehensive Plan

Neighborhood, District & Corridor Plans

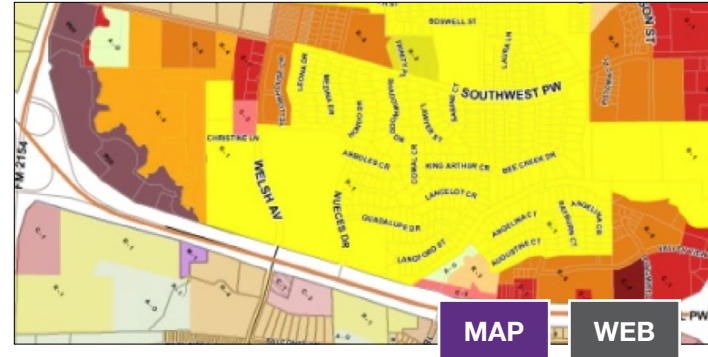
[WEB](#)[WEB](#)

Wellborn Community Plan

Adopted April 2013

Progress in FY17:

- Construction completed for a capital project along Greens Prairie Trail from Wellborn Road to Royder Road, including bike lanes and sidewalks.



South Knoll Area Neighborhood Plan

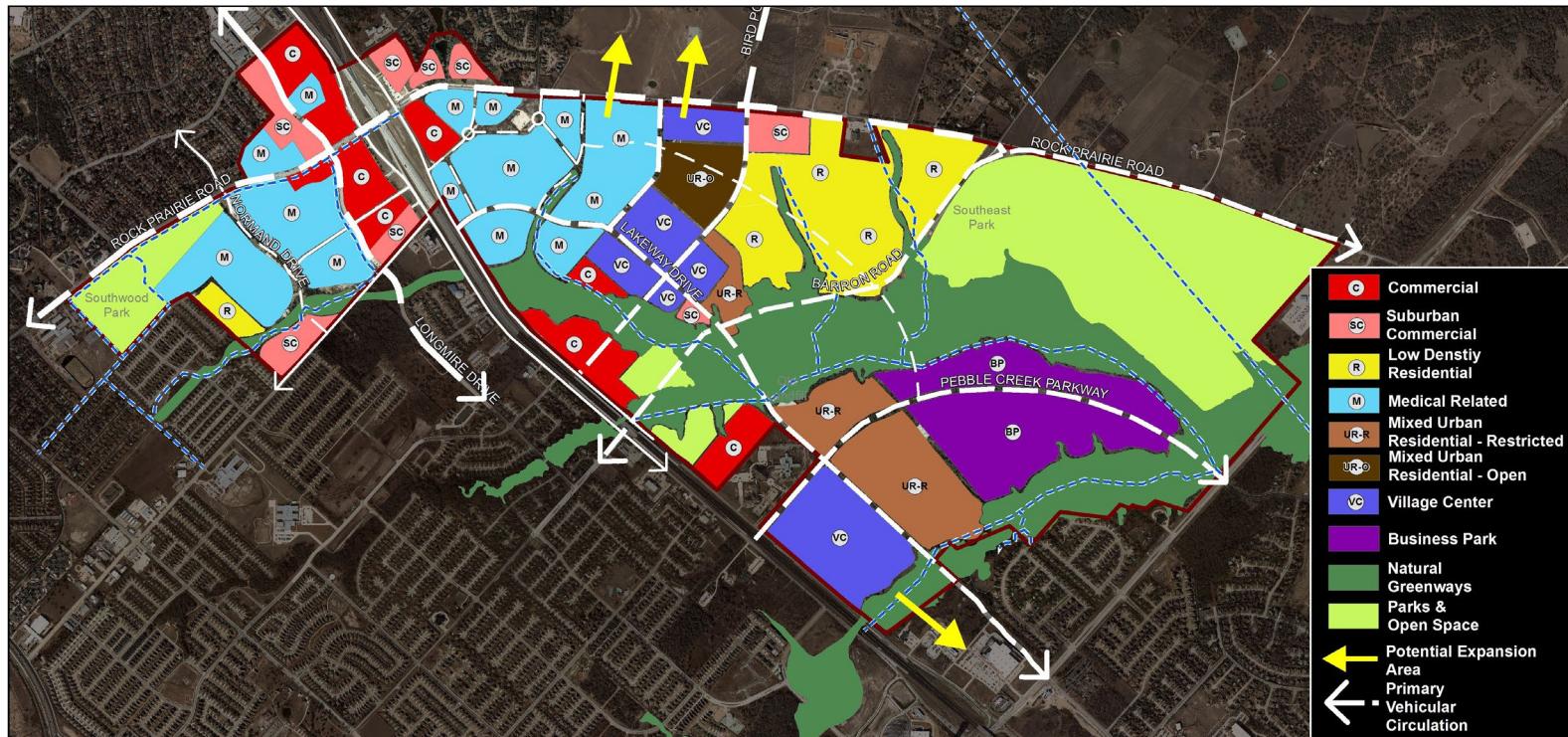
Adopted September 2013

Progress in FY17:

- Design of landscaping, irrigation, and hardscaping initiated for the multi-use path along Harvey Mitchell Parkway from Texas Avenue to Welsh.
- Construction completed on a stand-alone sidewalk along Langford Street from Haines Drive to Guadalupe Drive to comply with the ADA.
- Design underway for stand-alone sidewalks along Southwest Parkway on both sides from Wellborn Road to Welsh Avenue to address ADA concerns.

Comprehensive Plan

Neighborhood, District & Corridor Plans

[WEB](#)[WEB](#)

Medical District Master Plan

[WEB](#)

Adopted October 2012

Progress in FY17:

- Completion for Lick Creek Park Nature Trail set for FY2018.
- Completed Rock Prairie Road widening from State Highway 6 to Normand Drive.
- Design completed for a capital project extending Lakeway Drive from Medical Avenue toward William D. Fitch Parkway, including bike lanes and sidewalks.

Comprehensive Plan

Bicycle, Pedestrian and Greenways Master Plan

[WEB](#)[WEB](#)

Bicycle, Pedestrian and Greenways Master Plan

Adopted January 2010 (2011 TxAPA Project Plan of the Year)

Progress in FY17:

- Master plan update underway.
- Free bike classes offered.
- Adopt-A-Greenway Program – 15 areas adopted; 332 volunteers; 523 volunteer hours and 123 bags of trash (about 3,650 gallons).

Design underway for this stand-alone sidewalk project:

- Both sides of Southwest Parkway from Wellborn Road (FM 2154) to Welsh Avenue to address ADA concerns.

Design underway or completed for these projects with bike/pedestrian facilities:

- Neighborhood Safety Improvements Project in the Southside neighborhood. This includes the addition of sidewalks on Park Place, Holik Street, Glade Street and Anna Street to make it safer for students walking to school.
- Harvey Mitchell Parkway (FM 2818) Capacity Improvements from George Bush Drive to Wellborn Road and includes a multi-use path for biking and walking.
- Holleman Drive South Widening Project from North Dowling to Rock Prairie Road West and includes a sidewalk on one side and a multi-use path on the other.
- University Drive Pedestrian Improvements Project from Boyett Street to South College Avenue includes wider sidewalks on both sides and intersection improvements.
- Lakeway Drive extension from Medical Avenue towards William D. Fitch Parkway and includes bike lanes and sidewalks.

645

acres of city-owned greenways

220

miles of sidewalks

48

miles of bike lanes

18

miles of trails



Comprehensive Plan

Bicycle, Pedestrian and Greenways Master Plan

WEB

WEB

Construction completed for these stand-alone sidewalk projects:

- Langford Street from Haines Drive to Guadalupe Drive (upgraded existing sidewalk – ADA request).
- Eisenhower Street from University Drive East to Ash Street.
- Live Oak Street from Texas Avenue South to Eisenhower Street.
- San Saba Drive from Pedernales Drive to Rio Grande Boulevard.
- Emerald Dove from Creek View Elementary School to Dove Hollow Lane.

Construction completed for these projects with bike/pedestrian facilities:

- Intersection of William D. Fitch Parkway (SH 40) and Victoria Avenue and included sidewalks and bike lanes.
- Luther Street West Rehabilitation from Marion Pugh Drive to Harvey Mitchell Parkway (FM 2818) and included a bike lane on one side.
- Nimitz Street Rehabilitation from Lincoln Avenue to Ash Street and included a sidewalk on one side.



Comprehensive Plan

Water/Wastewater Master Plans

[WEB](#)[WEB](#)

Water System Master Plan

[PDF](#)

*Adopted April 6, 2017**

Progress in FY17 (private and public):

- Phased expansion of water supply resources and production capacity.
- Groundwater Production Well No. 9 and collection line are under construction. The project will increase system capacities to meet future demands as well as TCEQ requirements.
- City-wide water impact fees passed in 2016 help fund water capital projects.
- State Highway 6 Water Line Phases 1-3 are under design. The water line extension will improve distribution connectivity along the Highway 6 corridor and will begin to allow the creation of a second pressure plane.
- Rock Prairie Road Elevated Storage Tank is under design. The project will add a new three million gallon elevated storage tank near the intersection of Rock Prairie Road and SH 6 that will serve a newly created lower pressure plane.



Wastewater System Master Plan

Adopted April 6, 2017

Progress in FY17 (private and public):

- Bee Creek Trunkline Phase 2 is under construction and will serve the ultimate build-out area near FM 2818 and Wellborn Road.
- Eastside Sewer Service Extension is under design. This project was included as part of the sanitary sewer CCN swap with the City of Bryan and associated with the BioCorridor Infrastructure Project and interlocal agreement.
- Lick Creek Generator Replacement is under construction and will replace and upgrade the existing Lick Creek Wastewater Treatment Plant emergency power generator, which is nearing the end of its service life.
- Lick Creek Wastewater Treatment Plant capacity expansion is under design and will increase the plant's capacity from 2 million gallons a day to 5 million a day.

Comprehensive Plan

Water/Wastewater Master Plans

[WEB](#)[WEB](#)

Joint Rehabilitation Projects

[PDF](#)

Older neighborhoods, redevelopment areas

Progress in FY17 (private and public):

- The Eastgate Utility Rehabilitation project is under construction and will replace deteriorating/problematic water and wastewater lines. The overall project is in the vicinity of Texas Avenue, Lincoln Street, Walton Avenue, and Francis Drive.
- Francis Phase 1 Utility/Street Rehabilitation project is under design and will replace deteriorating/problematic water and wastewater lines in conjunction with the street rehabilitation. The overall project is along Francis Street, from Glenhaven to Munson Street.
- Woodson Village Utility Rehabilitation project is under design and will replace deteriorating/problematic water and wastewater lines in conjunction with the street rehabilitation. The overall project is along Haines Drive, Glade Street, Dexter Drive, and Timm Drive.



Comprehensive Plan

Parks and Recreation Master Plan

WEB

WEB

Parks and Recreation Master Plan

Adopted July 2011

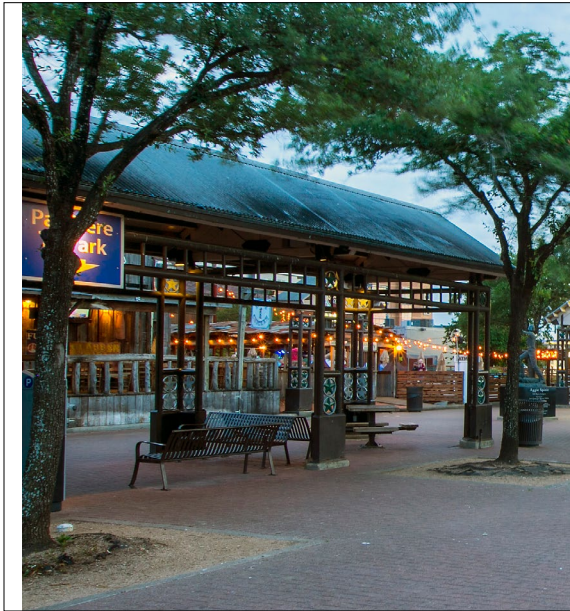
Progress in FY17:

- National Recreation and Parks Association re-accreditation.
- Promotional and Marketing Excellence Award from state organization.
- Sports Event Magazine named Veterans Park one of the country's top 10 multi-purpose facilities.
- Hosted 54 athletic events, including two national, three regional, and five state championships.
- Hosted 75 special events, including Christmas in the Park, the Starlight Series (six concerts), Movies in the Park (six), and Trick or Treat at Werewolf Creek.
- Continued process for community parkland purchases (111 acres).
- Continued Save the Monarch Butterflies campaign through the Mayor's Monarch Pledge and created a butterfly garden at Bee Creek Arboretum.
- Received the Tree City USA designation for the 26th time.
- Sold 220 (21 more than in FY16) cemetery spaces and had 129 interments through Aug. 31.
- Completed design of phase 1 of the Veteran's Park Build-Out (two synthetic turf athletic fields).
- Completed PER reports for Southeast Community Park and Veterans Park projects.
- Completed renovations of playgrounds and surfacing at 15 parks.
- Completed total renovation of the water slide features at Adamson Lagoon.
- Repaired and renovated the splash pad at the Lincoln Recreation Center.
- Completed construction of the Lick Creek Park Nature Center.
- Completed construction of the Lincoln Recreation Center expansion.
- Completed the design of the Ringer Library expansion.
- Completed 95 percent of the design of the Fun for All Playground at Beachy Central Park.



Comprehensive Plan

Economic Development Master Plan

[WEB](#)[WEB](#)

Economic Development Master Plan

Adopted September 2013

[PDF](#)

Progress in FY17:

INDUSTRY GROWTH & DEVELOPMENT

- Hosted the 7th annual America's Competitiveness Exchange on Innovation and Entrepreneurship (ACE) – week-long international reverse trade mission focusing on economic development in Central Texas.

Industry Recruitment

- Partnership with Texas A&M – Developed an industry recruitment strategy with the University identifying strengths, weaknesses, opportunities and threats as well as targeted industries for direct outreach.
- Recruitment trip to Detroit with Texas A&M University System.
- ED Marketing Framework for CS – Research and targeting efforts to evaluate current conditions, target industry selection and optimization, and competitiveness.

Spring Creek Technology Park

- City-initiated rezoning and utility master planning to prepare the initial properties for development.
- Construction contract awarded for Lakeway Drive and Pebble Creek Parkway extension projects.
- Created the Spring Creek LGC, a not-for-profit economic development entity.

Medical District Master Plan

- Construction contract awarded for Lakeway Drive through the Medical District.
- Regional sewer line design in conjunction with private development.
- Worked with majority property owner on creation and approval of a Planned Development District zoning.



Comprehensive Plan

Economic Development Master Plan

[WEB](#)[WEB](#)

RETAIL GROWTH & DEVELOPMENT

Retail Recruitment

- Attended a state and national trade show for direct retail recruitment.
- Direct outreach and marketing efforts with developers and retailers.

Development Projects & “Broken” Sites

- City-initiated commercial preservation rezonings & land use amendments – successfully completed five out of eight commercial rezonings and all proposed city-initiated land use amendments. Floodplain analysis and traffic impact analysis on the remaining three city-initiated rezonings.
- Fast-tracked projects – managed economic development-related projects, including Medical District, Academy & Providence Park, Embassy Suites, and BV Auto.
- Infrastructure agreements – Dartmouth extension from Harvey Mitchell Parkway to Texas Avenue through an infrastructure participation agreement. Eisenhower and Jane pavement overlay agreements to meet Embassy Suites grand opening.
- Continued redevelopment efforts along University Drive to maximize property values.

117,238

2017 population estimate

24.9%

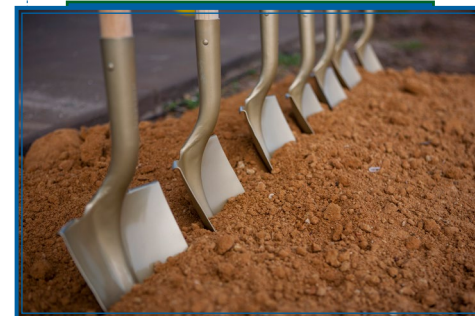
Population growth since 2010

2.5%

2017 unemployment rate

49.75¢

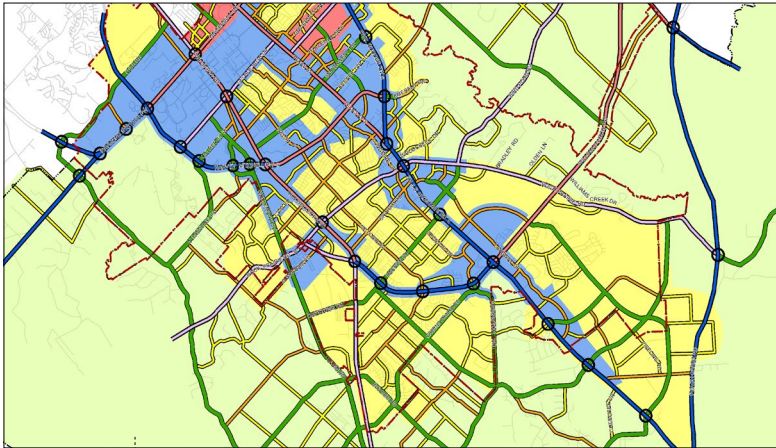
tax rate per \$100 valuation



Comprehensive Plan

Projects in Progress

WEB



Thoroughfare Plan

Initiated July 2017

Project Scope:

- Update thoroughfares to reflect the MPO 2050 Thoroughfare Concept adopted in June 2017.
- Revise the color scheme to follow the MPO Concept.
- Include remaining South College Station Mobility Analysis revisions.
- Incorporate other city-initiated studies and housekeeping items.

Additional Progress in FY17:

- City-initiated South College Station Thoroughfare Plan amendment to realign Royder Road within the Wellborn Community Plan area.

Stormwater Master Plan

Initiated 2011

WEB

Progress in FY17:

- Engineering firm retained to focus on drainage capacity and flood control projects on public storm sewer systems and open channels.
- For fourth year, continued the contract with the U.S. Geological Survey for two stream gauges to collect field-measured stream data.

TMDL Implementation Plan

Total Maximum Daily Load, Approved August 2012 (TCEQ), I-Plan, Approved September 2012 (EPA)

Progress in FY17:

- Final year completed of five-year Implementation Plan. Discussions initiated on next phase of I-Plan.
- MS4 permit renewed.
- Sanitary Sewer Overflow initiative is active and being maintained.
- Outreach efforts included utility bill inserts, classroom lectures, PSAs, blog posts, newsletters, and information on brazoscleanwater.org, the official website.
- Monitoring is occurring and conditions look good.
- Navasota Watershed Protection Plan accepted by EPA November 2017.

Unified Development Ordinance

Amendments in Fiscal Year 2017

WEB

WEB



Code of Ordinances Fee Updates

Ordinance #2016-3845, adopted Dec. 8, 2016

Adjust Planning & Development Services fees for applications and permits. The amendment also consolidated fees embedded in other parts of the Code of Ordinances.



Design Review Board Membership

Ordinance #2016-3835, adopted Nov. 10, 2016

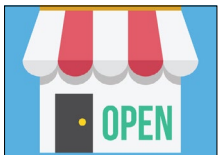
Amendments to the membership requirements.



Roadway Impact Fees

Ordinance #2016-3840, adopted Nov. 10, 2016

Provides for roadway impact fees.



Itinerant Vendors & Tent Sales

Ordinance #2017-3857, adopted Jan. 26, 2017

Revisions exempt mobile medical clinics from requirements of itinerant vendor ordinance and expands the number of days allowed for outdoor tent sales.



Platting & Replatting in Older Subdivisions

Ordinance #2017-3886, adopted May 11, 2017

Amendment clarifies the intent of the ordinance and provides the administrator with discretion of which lots to include in the calculation of average lot width.



Single-Family Landscape Requirements & Landscape Screening

Ordinance #2017-3909, adopted July 27, 2017

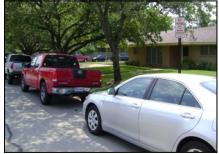
Allows alternative placement for required landscaping for townhome developments. The amendment also included a revision to the treatment of exposed concrete, retaining walls, off-street loading areas, and utility connections.

Unified Development Ordinance

Amendments in Fiscal Year 2017

WEB

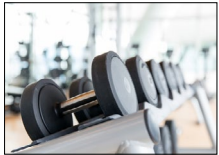
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Off-Street Parking Standards

Ordinance #2017-3923, adopted Aug. 24, 2017

Provide flexibility and parking alternatives for developing and redeveloping properties. It increases the discretion given to the administrator to consider alternate parking options.



Health Clubs in Commercial Industrial Zoning Districts

Ordinance #2017-3931, adopted Sept. 11, 2017

Allowed indoor and outdoor health clubs in Commercial Industrial zoning districts.



Subdivision Regulations Utility Easement Requirements

Ordinance #2017-3930, adopted Sept. 11, 2017

Grants the city engineer discretion to approve alternative easement locations for any subdivision and to require additional utility easements or additional easement width for any subdivision.



Start Time for Construction Activity

Ordinance #2017-3926, adopted Sept. 11, 2017

Changes to the noise ordinance that adjusted the start time for necessary construction from 7 a.m. to 6 a.m. and grants the city's building official the authority to approve an earlier start time.

College Station, the proud home of Texas A&M University and the heart of the Research Valley, will remain a vibrant, forward-thinking, knowledge-based community which promotes the highest quality of life for its citizens by:

- Ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character.
- Increasing and maintaining the mobility of citizens through a well-planned and constructed inter-modal transportation system.
- Expecting sensitive development and management of the built and natural environment.
- Supporting well-planned, high quality, and sustainable growth.
- Valuing and protecting cultural and historical community resources.
- Developing and maintaining high quality, cost-effective community facilities, infrastructure and services that ensure our city is cohesive and well connected
- Proactively creating and maintaining economic and educational opportunities for citizens.

College Station will continue to be among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will continue to be a place where Texas and the world come to learn, live, and conduct business!





Legislation Details (With Text)

File #:	17-0673	Version:	1	Name:	Citizen Appointments
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	10/31/2017	In control:		In control:	City Council Regular
On agenda:	1/11/2018	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding appointments to the following boards and commissions: • Architectural Advisory Committee • B/CS Library Committee • Bicycle, Pedestrian, and Greenways Advisory Board • Design Review Board • Parks and Recreation Board • Planning and Zoning Commission • Zoning Board of Adjustment				
Sponsors:	Tanya Smith				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the following boards and commissions:

- Architectural Advisory Committee
- B/CS Library Committee
- Bicycle, Pedestrian, and Greenways Advisory Board
- Design Review Board
- Parks and Recreation Board
- Planning and Zoning Commission
- Zoning Board of Adjustment

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

Budget & Financial Summary: None

Attachments: None



Legislation Details (With Text)

File #: 18-0014 **Version:** 1 **Name:** Appointment to the Art Council
Type: Appointment **Status:** Agenda Ready
File created: 12/20/2017 **In control:** City Council Regular
On agenda: 1/11/2018 **Final action:**
Title: Presentation, possible action, and discussion regarding an appointment to the Arts Council.
Sponsors: Tanya Smith
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the Arts Council.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Patricia Burchfield currently serves on the Arts Council. Mrs. Burchfield's term expired November 12, 2017. The Arts Council would like to recommend that Council reappoint Patricia Burchfield to Arts Council Board. There are no term limits if the Council chooses to re-appoint Mrs. Burchfield to the Board.

Budget & Financial Summary: None

Attachments: None