

## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> January 10, 2012		<b>DATE SUBMITTED:</b> December 19, 2011	
<b>DEPARTMENT OF ORIGIN:</b> Development Services		<b>SUBMITTED BY:</b> Lindsey Guindi	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>	<b>STRATEGIC INITIATIVE:</b>
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> DIVERSITY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> EDUCATION
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> GROWTH
<input type="checkbox"/> WORKSHOP	<input checked="" type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> IMAGE
			<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> PUBLIC SAFETY
<b>AGENDA ITEM DESCRIPTION:</b> Consideration of a Chapter 212 Local Government Code Development Agreement guaranteeing the continuation of the extraterritorial status of the 25 acre parcel in Texas Triangle Park owned by Gunler Real Estate Property and other specific terms related to this property.			
<b>SUMMARY STATEMENT:</b> The Bryan – Brazos County Economic Development Foundation is currently working with Gunler Real Estate on locating their operations on a 25 acre parcel within the Texas Triangle Park. Below is a summary of the terms of this development agreement.			
<p>The City will guarantee the continuation of the extraterritorial status of the Property, the initial term of this Agreement is five (5) years from the effective date. The Agreement may be extended for an additional five (5) year term if the Owner is in compliance with the other terms in the agreement. During the first five (5) years, the City will be paid 30% of what would be the ad valorem taxes due. During the renewal term (i.e., the second five year period), the City would be paid 60%.</p> <p>The City will provide Police and Fire protection. Gunler will comply with the City’s development standards as if it were located in the City limits, including all building and fire codes.</p> <p>Gunler will also meet the following development thresholds:</p> <ol style="list-style-type: none"> <li>1. The Owner will construct and maintain an approximately 100,000 square foot facility on the property adding at least \$20,000,000.00 in taxable value (inclusive of real property and personal property) as valued by the Brazos County Appraisal District;</li> <li>2. The Owner will employ 230 full time employees, with an annual payroll of \$6,500,000.00 (the Owner shall be deemed in compliance with this provision if the average number of employees and the average payroll over the course of this Agreement meets the required levels).</li> </ol> <p>Following the expiration of the Agreement, the Owner will be deemed to have filed a petition for voluntary annexation. The City may commence the voluntary annexation process prior to the end of the term, provided that annexation will not be effective until after this Agreement expires.</p>			
<b>STAFF ANALYSIS:</b>			
<p><b>A. PROS:</b> This agreement will facilitate the location of the first business within the Texas Triangle Park. In addition, it will ensure that the City collects payment in lieu of taxation (PILOT) to cover the costs associated with providing police and fire protection.</p> <p><b>B. CONS:</b> This agreement will prohibit the City from bringing this property under the full regulatory control of the</p>			

City of Bryan until the agreement expires.

**STAFF'S RECOMMENDATION (Including Rationale and Justification):** To facilitate growth and take advantage of the newly constructed infrastructure within the Texas Triangle Park, staff recommends approving this agreement. The City of Bryan – Brazos County Economic Development Foundation has been involved in the discussion of the terms of this agreement and is also in support of this project.

**OPTIONS (In Suggested Order of Staff Preference):**

1. Approve the Development Agreement
2. Modify the Development Agreement (this option would require further consultation with the Owner and would likely require consideration at a future City Council meeting)
3. Deny the Development Agreement

**ATTACHMENTS:**

1. site map
2. draft agreement (available for viewing in the City Secretary's Office)
3. fieldnote description

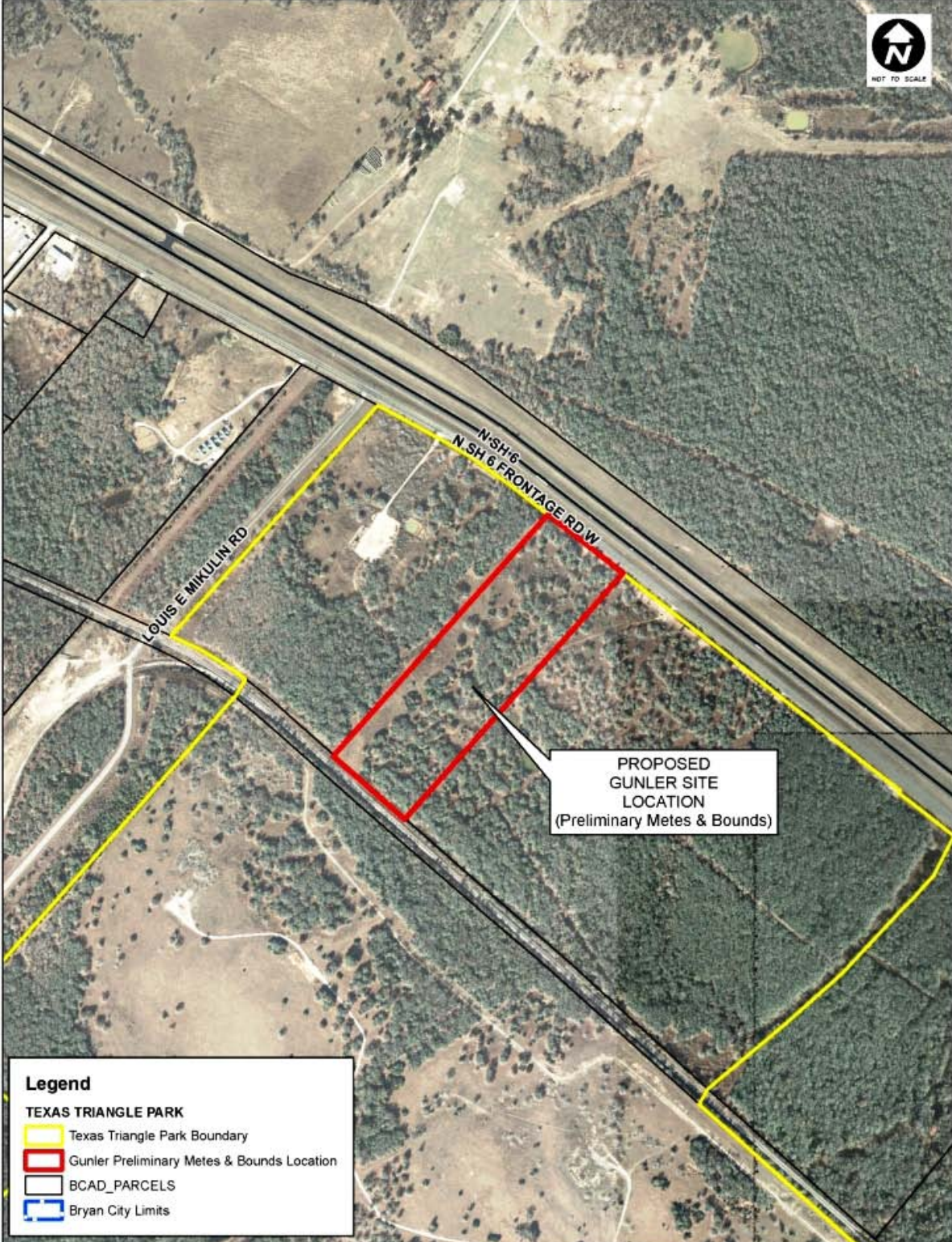
**FUNDING SOURCE:** Not applicable.

**APPROVALS:** Joey Dunn, 12-21-11; Hugh R. Walker, 12/28/2011

**APPROVED FOR SUBMITTAL: CITY ATTORNEY** Janis K. Hampton, 1/1/2011

**APPROVED FOR SUBMITTAL: CITY MANAGER** Kean Register, 12/29/2011

Revised 11/08



**Legend**

**TEXAS TRIANGLE PARK**

-  Texas Triangle Park Boundary
-  Gunler Preliminary Metes & Bounds Location
-  BCAD\_PARCELS
-  Bryan City Limits

PROPOSED  
GUNLER SITE  
LOCATION  
(Preliminary Metes & Bounds)



Fieldnote Description to 25.00 Acres  
L. McLaughlin Survey, A-38  
Brazos County, Texas  
**Gunler, Inc. Development – Tract One**

Fieldnotes to all that certain lot, tract, or parcel of land situated in the L. McLaughlin Survey, A-38, Brazos County, Texas, being 25.00 acres, more or less, and being a part of a called 191.81 acre tract described in a deed dated April 4, 2009, from M. D. Wheeler, LTD. to City of Bryan and Brazos County Economic Development Foundation, Inc., and recorded in Volume 9045, Page 76 (document no. 01025732), Deed Records, Brazos County, Texas, to which reference is hereby made to for any and all purposes. Said tract described as follows, to wit:

COMMENCING at a point in the southwestern right of way of State Highway 6 for the northern corner of the referenced tract. From said point a pipe fence corner post bears N67°22'W 3.66 feet (record call is N80°17'W 3.3 feet). Thence along said southwestern right of way and the northeastern line of the referenced tract, as follows; S61°34'12"E 421.82 feet to the beginning a curve to the right, along the arc of said curve in a southeastern direction (CA=09°33'00", R=2814.79 feet, LC=S56°47'42"E 468.62 feet) at 469.16 feet a point for the end of said curve, and S52°01'12"E, passing at 0.76 feet a 5/8" iron rod found for reference, a total distance of 281.44 feet to the Point of Beginning;

THENCE SOUTH 52°01'12" EAST 565.07 feet, continuing along said right of way and the northeastern line of the referenced tract, to a point for this eastern corner and the northern corner of another 25.00 acre tract, Tract Two, described this same date;

THENCE SOUTH 41°35'06" WEST 1948.84 feet, across the referenced tract and with the northwestern line of said Tract Two, to a point in the southwestern line of the referenced tract and the northeastern right of way of the Union Pacific Railroad (called as a 100 foot wide r.o.w.) for this southern corner and the western corner of said Tract Two. From said point a 4"x4" concrete monument found for reference to the southern corner of the referenced tract bears S48°24'54"E 2405.69 feet and N50°24'58"E 3.51 feet;

THENCE NORTH 48°24'54" WEST 563.95 feet, with the southwestern line of the referenced tract and said northeastern right of way, to a point for this western corner;

THENCE NORTH 41°35'06" EAST 1913.31 feet, across the referenced tract, to the Point of Beginning and containing 25.00 acres, more or less (a sketch has not been prepared in conjunction with this description. This description is considered "PRELIMINARY" and is not for recording purposes).