



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, March 12, 2015

7:00 PM

City Hall Council Chambers

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

Hear Visitors: 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. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, 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. [15-0100](#) Presentation, possible action, and discussion of minutes for:

- February 19, 2015 Retreat
- February 20, 2015 Retreat
- February 24, 2015 Joint Meeting with CSISD
- February 26, 2015 Workshop
- February 26, 2015 Regular Council Meeting

Sponsors:

Mashburn

Attachments:

[RTRT021915 Draft Minutes.docx](#)

[RTRT022015 Draft Minutes.docx](#)

[JM022415 Minutes.docx](#)

[WKSHP022615 DRAFT Minutes.docx](#)

[RM022615 DRAFT Minutes.docx](#)

2b. [15-0068](#)

Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to

negotiate for the purchase of easements needed for the Southland Street Drainage Project.

Sponsors:

Harmon

Attachments:

[Southland Street Drainage Project - Amendment to Resolution.docx](#)

[Southland Street Drainage Project Map Final.pdf](#)

2c. [15-0103](#)

Presentation, possible action, and discussion of an ordinance amending Chapter 10 Traffic Code, Section 4 to remove stopping, standing, and parking along Greens Prairie Trail and Royder Road.

Sponsors:

Harmon

Attachments:

[Park Removal Ordinance - Greens Prairie Trail and Royder Road.docx](#)

[Greens Prairie Trail and Royder Road Map.pdf](#)

2d. [15-0104](#)

Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Traffic Code, Section 2(N) of the Code of Ordinances of the City of College Station to prohibit U-turns for northbound, southbound, and westbound traffic at the intersection of FM 2818 and Holleman.

Sponsors:

Harmon

Attachments:

[U-Turns Ordinance - FM 2818 @ Holleman Drive.doc](#)

[Map - No U-Turns FM2818 @ Holleman.pdf](#)

2e. [15-0105](#)

Presentation, possible action, and discussion regarding construction contract number 15-104 with Vox Construction, LLC, in the amount of \$77,546.21, for sidewalk improvements on the west side of Texas Avenue between Hensel Street and Cooner Street, Project No. ST-1424.

Sponsors:

Harmon

Attachments:

[15-024 Bid Tabulation.pdf](#)

[Texas Avenue Sidewalk Improvements - Project Location Map.pdf](#)

2f. [15-0107](#)

Presentation, possible action, and discussion regarding Ratifying Change Order No. 3 to Contract No. 13-267 with Dudley Construction, Ltd., in the amount of \$52,875.12 for the Veterans Park Synthetic Fields project.

Sponsors:

Harmon

Attachments:

[Project Location Map.pdf](#)

[Change Order 3 .pdf](#)

2g. [15-0120](#)

Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The City of North Richland Hills for cooperative purchasing.

Sponsors: Kersten

Attachments: [ILA CoCS_NRH.pdf](#)

- 2h. [15-0121](#) Presentation, possible action, and discussion regarding a revised Interlocal Agreement between the City of College Station and Texas A&M University for cooperative purchasing.

Sponsors: Kersten

Attachments: [CS JOINT PROCURE TAMU.docx](#)

- 2i. [15-0130](#) Presentation, possible action, and discussion regarding approval of a Resolution supporting the proposal by Texas A&M University to host a 2016 Presidential or Vice Presidential Debate.

Sponsors: Socol

Attachments: [Resolution to Host Presidential or Vice Presidential Debate UPDATED.docx](#)

- 2j. [15-0132](#) Presentation, possible action, and discussion regarding a Data Use Agreement with Texas Department of State Health Services (DSHS), Vital Statistics for access to Confidential Information.

Sponsors: Mashburn

Attachments: [Draft Texas Department of State Health Services \(DSHS\), Vital Statistics, Data](#)

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council on a regular 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.

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. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude 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.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. [15-0113](#) Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-9.6 "Nonconforming Signs," of the Code of Ordinances of the City of College Station, Texas regarding commercial signs in the Wellborn area.

Sponsors: Prochazka
Attachments: [Ordinance](#)

2. [15-0129](#) Public hearing, presentation, possible action, and discussion regarding the annexation service plan for approximately 233 acres located on the southwest side of the City, identified for annexation under the exempt status.

Sponsors: Simms
Attachments: [Map of annexation Area](#)
[Service Plan](#)
[Annexation Impacts - Summary Report](#)

3. [15-0126](#) Presentation, possible action, and discussion regarding the approval of a Development Agreement associated with Brazos County Municipal Utility District No. 1.

Sponsors: Simms
Attachments: [Vicinity Map](#)
[MUD Agreement.pdf](#)

4. [15-0102](#) Presentation, possible action, and discussion regarding appointments to the BioCorridor Board.

Sponsors: Mashburn
Attachments: [BioCorridor Board FYI.pdf](#)

5. Adjourn.

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

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 9, 2015 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 15-0100 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 2/20/2015 **In control:** City Council Regular
On agenda: 3/12/2015 **Final action:**

Title: Presentation, possible action, and discussion of minutes for:
· February 19, 2015 Retreat
· February 20, 2015 Retreat
· February 24, 2015 Joint Meeting with CSISD
· February 26, 2015 Workshop
· February 26, 2015 Regular Council Meeting

Sponsors: Sherry Mashburn

Indexes:

Code sections:

Attachments: [RTRT021915 Draft Minutes.pdf](#)
[RTRT022015 Draft Minutes.pdf](#)
[JM022415 Minutes.pdf](#)
[WKSHP022615 DRAFT Minutes.pdf](#)
[RM022615 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· February 19, 2015 Retreat
· February 20, 2015 Retreat
· February 24, 2015 Joint Meeting with CSISD
· February 26, 2015 Workshop
· February 26, 2015 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL RETREAT
CITY OF COLLEGE STATION
FEBRUARY 19, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Jeff Capps, Assistant City Manager
Jeff Kersten, Assistant City Manager
Aubrey Nettles, Assistant to the City Manager
Carla Robinson, City Attorney
Robin Cross, Assistant City Attorney
Sherry Mashburn, City Secretary

1. Breakfast

2. Call to Order and Announce a Quorum is Present

With a quorum present, the Retreat of the College Station City Council was called to order by Mayor Nancy Berry at 8:25 a.m. on Thursday, February 19, 2015 in the Carters Creek Training Room, 2200 North Forest Parkway, College Station, Texas.

3. Introduction and Retreat Process

4. Goals of the Retreat.

Items 3 and 4 were taken together. Mayor Nancy Berry presented a brief overview of what she hoped to accomplish today.

5. Presentation, possible action and discussion of Departmental Initiatives and Major Projects.

Jeff Kersten, Assistant City Manager, provided an overview of the ERP and depository accounts. He noted that the budget process will be starting soon. Related to long term debt, they are looking to do a debt issue in early calendar year 2016. Related to municipal court and fiscal services, things are going well. They anticipate that the ERP system on the utility customer service side will be implemented as seamlessly as possible. A significant project on the IT side will be the CAD, and this should come before the Council soon. This is another ERP project on the public safety side. IT is working on other significant projects, such as GIS for Electric, traffic initiatives, and the open data initiative.

Aubrey Nettles, Assistant to the City Manager, reported for Chuck Gilman, Deputy City Manager. His full report is attached. She briefed the Council on projects related to Public Works, Parks and Recreation, Water/wastewater Utilities, Electric Utilities, and Planning and Development.

Jeff Capps, Assistant City Manager, reported on Human Resources and their involvement in the ERP project. They are also involved in a comprehensive review of policies and the Employee Handbook, departmental evaluation procedures, a health care clinic, transitioning to electronic files, etc. Community Services includes Northgate parking and capital improvements, community development, and code enforcement. That are also involved in the ICE project. As for the Fire Department, one of the big projects is obtaining national accreditation. They are looking a six new positions, which will be paid by grants. The Police is looking at space needs; some areas may be repurposed. Another big project is the CAD RMS project. They are reviewing policies and procedures for another accreditation process for a dual accreditation (state and national).

Kelly Templin, City Manager, briefed the Council on Public Communication, which is working on the City's first marketing plan. Other projects include community outreach, economic development and tourism activities, citizen/employee surveys, and communicating the proposed 2015 bond issue. He also briefed Council on Economic Development, and noted that Natalie Rios has been busy meeting with prospects. It was noted that the City does not fund economic development.

MOTION: Upon a motion by Councilmember Aldrich and seconded by Mayor Berry, the Council voted six (6) for and none (0) opposed, with Councilmember Schultz having left early, to move agenda items 11 and 12 for discussion after item 6. The motion carried unanimously.

6. Presentation, possible action and discussion of the Strategic Plan & Seven Strategic Initiatives.

Council reviewed the strategic plan. Mayor Berry noted it appears to be on target. Councilmember Nichols proposed a few edits: 1)the citizen survey needs to be updated to provide metrics on the initiatives; 2)on page 11 Performance Measures, third bullet, notes that the City Manager will be provided a quarterly report, and he asked what format that would be;

and 3) page 4, Financial Sustainability, to eliminate the fifth bullet. Councilmember Brick asked for clarification of “support municipal empowerment” on page 2, Core Values.

7. Presentation, possible action and discussion of the current Budget and Budgeting Process.

Kelly Templin, City Manager, noted that staff has prepared their three-year plans for budgeting purposes. Councilmember Aldrich asked to see a more robust, economic development funding process in the budget. The budget process will be the same, and Council workshops are being schedule for August.

8. Presentation, possible action and discussion on current and future space needs for City Hall.

This item was not discussed.

9. Executive Session

In accordance with the Texas Government Code §551.072-Real Estate, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 11:54 p.m. on Thursday, February 19, 2015 in order to continue discussing matters pertaining to:

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

- Property located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station

B. Deliberation on offers of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the city; to wit:

- Economic incentives for a proposed development located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station

Councilmember Schultz returned at 12:00 noon.

The Executive Session adjourned at 12:54 p.m.

No action was required from Executive Session.

10. Presentation, possible action and discussion of FY15 Capital Improvement and/or FY15 Bond Issues.

Aubrey Nettles, Assistant to the City Manager, briefed the Council on the public forums that will be held. Staff liaisons reported on their respective sub-committees.

11. Presentation, possible action and discussion on the use of Hotel Occupancy Tax.

This item was taken out of order and discussed after item 6.

Jeff Kersten, Assistant City Manager, projects the HOT funds to be in the neighborhood of \$14 million. Kelly Templin, City Manager, provided the Council with a rendering of what a possible build out of Veteran's Park would look like, with an estimated cost of \$10-11 million.

MOTION: Upon a motion made by Mayor Berry and seconded by Councilmember Schultz, the Council voted seven (7) for and none (0) opposed, to have staff go forward with the implementation of new ball fields. The motion carried unanimously.

12. Presentation, possible action and discussion on the City's Economic Development Program.

This item was taken out of order and discussed with item 11, after item 6.

Kelly Templin, City Manager, noted this had been discussed with item 5, and there are gaps in our processes. Staff is seeking direction and will come back before Council.

13. Discussion and possible action on the efficacy of various committees.

Carla Robinson, City Attorney, noted the Planning Department is preparing a report on the Landmark Commission for Council's review. He did note that their specific duties and responsibilities are laid out in the UDO.

14. Council Goals for 2015.

Councilmember Mooney said he would like to see a feasibility study on a natatorium and to explore the possibility of a third party operator.

Councilman Nichols said he looks forward to seeing the bond issue package put together. He wants to finish the year with a stronger dialog the TAMU leadership. He also wants to see implementation on neighborhood issues regarding rental registration and enforcement of the "no more than four" rule. He would like to see decisions made on City Hall.

Councilmember Benham said the band width effort is progressing, and he would like to see the open data initiative achieve the first objective by the end of year. He also wants to see the City maintain its income and live inside that. He wants a five-year, not a seven year bond issuance. He would like to consider aquatics outsourcing, and there are other operational areas he would like to see evaluated for cost savings.

Councilmember Aldrich wants to implement a more robust economic development process and culture in city.

Councilmember Brick wants to discuss costs and benefits and the fairest way to fund economic development issues.

Councilmember Schultz would like to see the City take on more of its own marketing and establish its own identity. We need to build more of a brand and identity.

Mayor Berry stated she concurs with all the goals stated. Economic development is critical. Passing a sound budget that is forward looking is important, as well as keeping up with the infrastructure.

Adjourn.

MOTION: There being no further business, Mayor Berry adjourned the Retreat of the College Station City Council at 2:46 p.m. on Thursday, February 19, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL RETREAT
CITY OF COLLEGE STATION
FEBRUARY 20, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz, arrived after roll call
James Benham

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Jeff Capps, Assistant City Manager
Aubrey Nettles, Assistant to the City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Breakfast

2. Call to Order and Announce a Quorum is Present

With a quorum present, the Retreat of the College Station City Council was called to order by Mayor Nancy Berry at 8:11 a.m. on Friday, February 20, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas.

3. Introduction and Retreat Process

4. Goals of the Retreat.

5. Presentation, possible action and discussion of Departmental Initiatives and Major Projects.

6. Presentation, possible action and discussion of the Strategic Plan & Seven Strategic Initiatives.

7. Presentation, possible action and discussion of the current Budget and Budgeting Process.

8. Presentation, possible action and discussion on current and future space needs for City Hall.

Items 3-8 were discussed in their entirety yesterday, and no further discussion was required.

9. Executive Session

In accordance with the Texas Government Code §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 8:11 p.m. on Friday, February 20, 2015 in order to continue discussing matters pertaining to:

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

- Property located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station

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

- City Manager

C. Deliberation on offers of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the city; to wit:

- Economic incentives for a proposed development located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station

The Executive Session adjourned at 10:23 p.m.

No action was required from Executive Session.

10. Presentation, possible action and discussion of FY15 Capital Improvement and/or FY15 Bond Issues.

11. Presentation, possible action and discussion on the use of Hotel Occupancy Tax.

12. Presentation, possible action and discussion on the City's Economic Development Program.

13. Discussion and possible action on the efficacy of various committees.

14. Council Goals for 2015.

Items 10-14 were discussed in their entirety yesterday, and no further discussion was required.

Adjourn.

MOTION: There being no further business, Mayor Berry adjourned the Retreat of the College Station City Council at 10:25 p.m. on Friday, February 20, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE JOINT MEETING WITH
THE CITY OF COLLEGE STATION CITY COUNCIL
AND THE COLLEGE STATION I.S.D. BOARD
FEBRUARY 24, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Council Present:

Nancy Berry, Mayor
Blanch Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

School Board Present

Valerie Jochen, President
Paul Dorsett
Jeff Harris
Carol Barrett
Michael Schaefer
Dr. Michael Wesson
Quinn Williams

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With quorums present, the College Station City Council and College Station I.S.D. Board were called to order by Mayor Berry and President Jochen, respectively, at 5:00 p.m. on Tuesday, February 24, 2015 in the CSU Meeting Training Facility, Assembly Room at 1603 Graham Road, College Station, Texas 77842.

2. Consideration, discussion and possible action related area growth and programs and strategies related thereto.

Chuck Glenewinkel, Director of Communications, discussed the area growth, programs, and strategies studies. From 1994 to present, enrollment has grown from 6,150 to 12,541. A survey was emailed to parents to receive information about various factors, such as why they chose to move to College Station and if they intend to stay in the College Station ISD within the next five years, and why.

Dr. Clark Ealy, CSISD Superintendent, briefed the assembly on CSISD's enrollment growth, campus capacities and their process to plan for growth. Last year's percentage of growth was 7.03%. CSISD is one of the fastest growing districts in the state in the 97 percentile for enrollment in the past five-year period. Bond programs were done in 2007 and 2009 to build College station High School and two elementary schools. Additions were also made to the 5th –

8th grade campuses, and College Hills Elementary was reconstructed. Another Bond program was ratified in 2013 to add one more elementary school and one more high school. The Board of Trustees has studied enrollment growth and reviewed school capacities, and they project a new elementary school every three years based on elementary school reenrollments. A new intermediate and middle school will be needed 2017-2018. The potential effect of new facilities on the M&O budget has been examined. For Spring of 2015, a construction delivery model has been selected. There is a Planning for Growth group that will study enrollment history and school capacities as well. They will be making a recommendation on whether to go out for bond and when.

3. Consideration, discussion and possible action related to a possible November 2015 City Bond Proposal and possible projects to be considered in that Bond Proposal.

The City Manager said his report combines items 2 and 3.

Kelly Templin, City Manager, stated the City is also planning for growth. We have almost doubled in population since 1990. 753 single-family permits were issued, which will also impact the school district. Single family construction is already up 50% over last year. The City's property tax is among the lowest in the state, and sales tax has increased 12.85% over last year.

Mr. Templin briefed everyone on the Capital Improvements Projects Citizens Advisory Committee. There are three sub-committees: Facilities, Transportation, and Parks and Leisure. The Committee is still working on recommendations to be presented to the Council.

4. Consideration, discussion and possible action related to a possible November 2015 CSISD Bond Proposal and possible projects to be considered in that Bond Proposal.

This item was not discussed.

5. Consideration, discussion and possible action related to agreements between the City and College Station ISD.

GlynnWalker, CSISD Business and Operations, noted that we have had joint facility use agreements since 1987. There have been other agreements for business and services. There is also a Memorandum of Understanding. There are several Development contracts as well. CSISD also leases district property to the City for \$1 per year. The City constructs the park and is responsible for the M&O. Joint facility use is the largest agreement. Facilities are provided to one another at no cost. It is time to determine what to do with the Natatorium and with the remainder of the 2009 Facilities ILA.

6. Adjournment

MOTION: There being no further business, the Joint Meeting with the College Station I.S.D. Board was adjourned at 7:14 p.m. on Tuesday, February 24, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
FEBRUARY 26, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 4:00 p.m. on Thursday, February 26, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, February 26, 2015 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Excell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

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

- Legal advice regarding open meetings requirements for College Station public officials
- Legal advice regarding acquisition of property located generally east of State Highway 6 in College Station for a city water project

C. Deliberation, vote, or take final action of a competitive matter; to wit:

- Power Supply

The Executive Session adjourned at 4:45 p.m.

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

No action was required from Executive Session.

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

Item 2e was pulled for clarification.

(2e): David Schmitz, Director of Parks and Recreation, gave clarification on the College Station ISD Natatorium use FY14 financial true-up to be paid from the City of College Station to the ISD for use of the CSISD Natatorium and the amount how it relates to other fiscal years.

5. Presentation, possible action and discussion regarding the recycling program for the City of College Station.

Donald Harmon, Director of Public Works, introduced Pete Caler, Assistant Director of Public Works, and Heather Woolwine, Recycling & Environmental Compliance Manager, who provided council with information on the city's recycling operations.

Heather Woolwine, Recycling & Environmental Compliance Manager, updated the Council on the recycling program, materials currently collected, efforts on expansion, and the current pilot program. She requested direction from Council on possible areas for expansion of the recycling program.

Pete Caler, Assistant Director of Public Works, addressed questions from Council about the feasibility of a stand-alone recycling center.

6. Presentation, possible action, and discussion regarding the changing of the name of Raintree Park to Art and Myra Bright Park.

David Schmitz, Director of Parks and Recreation, noted that Henry Wittner, representing the Raintree neighborhood, requested to rename Raintree Park to Art and Myra Bright Park. He reported that the Brights have been long-time residents and were instrumental in donating of their time and resources to several community organizations, such as CSISD and Habitat for Humanity. The Brights meet the guidelines noted in the City Naming of Facilities and Sub-Facilities Policy.

Henry Wittner, addressed council on the contributions of the Brights to the College Station area.

Chrissy Hester, gave additional comments about the Brights impact on the College Station area.

7. Presentation and discussion regarding Automated Metering Infrastructure (AMI).

Timothy Crabb, Director of Electric Utilities, briefed the Council on the background of water and electric Advanced Metering Infrastructure (AMI) and introduced, Ned Brown with Schneider Engineering, who provided Council with additional information.

Ned Brown, Schneider Engineering, presented information on water and electric AMI, including who is deploying, possibilities for funding, and the benefits and challenges of adopting the technology.

Dave Coleman, Director of Water Services, gave clarification on the capabilities of AMI water meters.

8. Council Calendar

Council reviewed the calendar.

9. Presentation, possible action, and discussion on future agenda items: a Councilmember 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 an item reviewing the policy for naming City facilities.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, 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, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, 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, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on her attendance with Councilmember Nichols and City Secretary Sherry Mashburn, to the Texas Municipal League Region 10 meeting.

Councilmember Shultz, gave an update on the RVP.

Councilmember Shultz, gave an update on the Bio-Corridor Board of Adjustments.

Councilmember Nichols, Brazos County Health Department.

Councilmember Mooney reported that the CVB meeting will take place this Tuesday.

Councilmember Brick, gave an update on the Transportation and Mobility Committee.

11. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:06 p.m. on Thursday, February 26, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
FEBRUARY 26, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 7:17 p.m. on Thursday, February 26, 2015 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.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Shultz, the City Council voted six (6) for and none (0) opposed, to accept Councilmember Benham's Absence Request. The motion carried unanimously.

Recognition of Cub Scout Pack 802 on the occasion of their 78th birthday.

Mayor Berry presented a proclamation to members of Cub Scout Pack 802 on the occasion of their 78th birthday and proclaimed February 23-27, 2015 as Cub Scout Pack 802 Traditions Week.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of 1st Lieutenant, Doyle M. Hufstedler.

CONSENT AGENDA

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

- February 12, 2015 Workshop
- February 12, 2015 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of Resolution 02-26-15-2b, authorizing the City Attorney to condemn easements needed for the Bee Creek Sanitary Sewer Phase II project.

2c. Presentation, possible action, and discussion on the consideration of Ordinance 2015-3636, amending Chapter 11 "Utilities", Section 11-7 "Municipal Drainage Utility System", Part C "Rates", of the Code of Ordinances of the City of College Station, Texas, as set out below; providing a severability clause; declaring a penalty; and providing an effective date.

2d. Presentation, possible action and discussion regarding the approval of a Joint Use Agreement for Right-of-Way and Utility Easements between the City of College Station and Wellborn Special Utility District regarding the section of Barron Road from Victoria Avenue to FM 2154.

2e. Presentation, possible action, and discussion regarding the College Station ISD Natatorium Use FY14 financial true-up, in the amount of \$61,739.92 to be paid from the City of College Station to the College Station ISD for the FY14 use of the CSISD Natatorium.

2f. Presentation, possible action, and discussion regarding the Fun for All Playground donor recognition and naming rights.

2g. Presentation, possible action, and discussion regarding ratification of a cost increase (from \$74,166 to \$131,157.83) to the purchase order with Alfa Laval, Inc. to overhaul the centrifuge at the Carters Creek wastewater treatment plant, and approval of a cost increase (from \$23,000 to \$67,000) for rental of a belt press unit.

2h. Presentation, possible action, and discussion on the consideration of Ordinance 2015-3637, amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Victoria Avenue and Eagle Avenue.

2i. Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.

2j. Presentation, possible action and discussion of Resolution 02-26-15-2j, expressing support of proposed bracketed legislation amending Section 351 of the State of Texas Tax Code, relating to the allocation of municipal hotel occupancy tax (HOT) revenue in certain municipalities, which bracket includes the Cities of Bryan and College Station, Texas.

2k. Presentation, possible action and discussion regarding a Traffic System Signal Integration Services Agreement with Iteris Inc. to purchase services, equipment and maintenance of hardware and software associated with the first year of the implementation plan. The total cost of this agreement is not to exceed \$971,262.

2l. Presentation, possible action, and discussion regarding Resolution 02-26-15-2l, changing the name of Raintree Park to Art and Myra Bright Park.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Shultz, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion regarding Ordinance 2015-3638, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 1.06 acres and NAP Natural Areas Protected for approximately 1.62 acres for the property being a portion of a called 2.68 acre tract in the Robert Stevenson Survey, Abstract No. 54 as described by a deed to Hai T. Le recorded in Volume 12249, Page 127 of the Official Public Record of Brazos County, Texas. Case #14-00900239 (M.Bombek)

Mark Bombeck, Planning and Development, stated this request is to rezone the property from Rural to Suburban Commercial and NAP Natural Areas Protected.

The P&Z considered this item on February 5, 2015. The vote was unanimous to recommend approval of the rezoning request.

At approximately 7:33 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:33 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3638, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 1.06 acres and NAP Natural Areas Protected for approximately 1.62 acres for the property being a portion of a called 2.68 acre tract in the Robert Stevenson Survey, Abstract No. 54 as described by a deed to

Hai T. Le recorded in Volume 12249, Page 127 of the Official Public Record of Brazos County, Texas. Case #14-00900239 (M.Bombek). The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3639, amending the Comprehensive Plan, Thoroughfare Plan and Bicycle, Pedestrian and Greenways Master Plan to remove the extension of Cain Road west of Holleman Drive South, through the property located at 3180 A Cain Road.

Danielle Singh, Planning and Development, stated This request is to remove the extension of Cain Road west of Holleman Drive South from the Thoroughfare Plan and the Bicycle, Pedestrian, and Greenways Master Plan.

The P&Z considered this item at their February 5, 2015 meeting and voted 7-0 to recommend approval of the Comprehensive Plan Amendment. The Bicycle, Pedestrian and Greenways Advisory Board considered this item at their February 2, 2015 and voted 5-0 to recommend approval with noted concern for the loss of connectivity in the area. Staff also recommends approval.

At approximately 7:39 p.m., Mayor Berry opened the Public Hearing.

Greg Jasper, 18106 Martingale Ct., is the applicant and owner of the property and spoke in favor of the ordinance.

There being no further comments, the Public Hearing was closed at 7:41 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Shultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3639, amending the Comprehensive Plan, Thoroughfare Plan and Bicycle, Pedestrian and Greenways Master Plan to remove the extension of Cain Road west of Holleman Drive South, through the property located at 3180 A Cain Road. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3640, amending Article 2, “Development Review Bodies” and Section 12-8.5.D, “Waiver from Lot Size” of Chapter 12, “Unified Development Ordinance” of the College Station Code of Ordinances regarding review authority for Municipal Utility Districts and minimum lot size in the Extraterritorial Jurisdiction.

Lance Simms, Director of Planning and Development, stated this ordinance amends the UDO to include review and approval authority for Municipal Utility Districts. More specifically, it grants the P&Z the authority to review and make a recommendation to the Council on MUD consent applications, but the final decision regarding the consent to form a MUD rests with the Council. The ordinance also removes the prohibition on granting waivers for the minimum lot size in the ETJ, provided the lots are part of a MUD approved by the City Council.

The Planning and Zoning Commission considered this item at their January 5th meeting and voted 6 -0 to recommend approval. Staff also recommends approval.

At approximately 7:46 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:46 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Shultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3640, amending Article 2, “Development Review Bodies” and Section 12-8.5.D, “Waiver from Lot Size” of Chapter 12, “Unified Development Ordinance” of the College Station Code of Ordinances regarding review authority for Municipal Utility Districts and minimum lot size in the Extraterritorial Jurisdiction. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:47 p.m. on Thursday, February 26, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 15-0068 **Version:** 1 **Name:** Southland Street Drainage Project - Needs Resolution Amendment

Type: Resolution **Status:** Consent Agenda

File created: 2/8/2015 **In control:** City Council Regular

On agenda: 3/12/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Southland Street Drainage Project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Southland Street Drainage Project - Amendment to Resolution.pdf](#)
[Southland Street Drainage Project Map Final.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Southland Street Drainage Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends Council approval of the Amendment to the Resolution Determining Public Need and Necessity.

Summary: Council previously approved a Resolution authorizing the acquisition of easements for the Southland Street Drainage Project. The project includes excavation and some clearing of vegetation to improve conveyance of the existing channel, which will reduce localized flooding that occurs at the east end of Southland Street. Also, as part of the project, a waterline will be extended from the Parkway Circle Apartments complex and connected to the existing 6" waterline on Southland Street.

Since approval of the Resolution on August 14, 2014, property surveying has been completed and the design requires an easement on another property adjacent to the properties previously described and owned by one of those previously named landowners. Attached is an Amendment to Resolution Determining Public Need and Necessity and a revised Exhibit "A" reflecting the current properties that may require easements for the project. Approval of this Amendment will authorize staff to negotiate for the purchase of the easements necessary to complete the project.

Budget & Financial Summary: Funds in the amount of \$255,250 are budgeted for this project in the Drainage Fund and \$50,000 is budgeted for this project in the Water Capital Projects Fund. A total of \$52,480 has been expended or committed to date, leaving a balance of \$252,770 for remaining project expenditures.

Attachments:

1. Project Map
2. Amendment to Resolution Determining Public Need and Necessity with Exhibit "A"

**AMENDMENT TO RESOLUTION DETERMINING
PUBLIC NEED AND NECESSITY**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN AMENDMENT TO A PREVIOUSLY APPROVED RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO ADD AN ADDITIONAL PROPERTY DESCRIPTION TO THE RESOLUTION.

WHEREAS, the City Council of College Station, Texas (“City”) previously authorized a Resolution for the Southland Street Drainage Project (“Project”), being Resolution No. 08-14-14-2L on August 14, 2014; and

WHEREAS, the City desires to add a property description to Exhibit “A” for an additional property from which an easement interest is to be acquired (the “Property”) for the Project; now therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that the Property described in Exhibit “A”, which is attached to this resolution, shall, upon execution of this resolution, substitute and replace the previously approved Property in its entirety and shall become incorporated in the above referenced resolution as though written fully therein.

PART 2: That all other parts of the previously authorized resolution shall remain unchanged.

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

ADOPTED this _____ day of _____, A.D. 20__.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

Being all those tracts or parcels of land necessary to complete a drainage and waterline project located along a route extending along Bee Creek Tributary B from north of Southland Street to Southwest Parkway in College Station, Brazos County, Texas. Said route is depicted on the map attached hereto and made part hereof. The parcels needed in easement interest for the project may be acquired from the following lands:

Landowner (Now or Formerly): PARKWAY CIRCLE APARTMENTS, LTD

Brazos County Appraisal District Property ID: 36986

Street Address: 401 Southwest Parkway, College Station, Texas

Legal Description: Being Lot 1, Parkway Circle (CS), College Station, Brazos County, Texas; as described in Special Warranty Deed from Jersey Shore Savings and Loan Association to Parkway Circle Apartments, Ltd. recorded in Volume 1237, Page 242, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): PARKWAY CIRCLE APARTMENTS, LTD

Brazos County Appraisal District Property ID: 37510

Street Address: 401 Southwest Parkway, College Station, Texas

Legal Description: Being Pecan Tree Estates Phase 2, College Station, Brazos County, Texas; as described in Special Warranty Deed from Jersey Shore Savings and Loan Association to Parkway Circle Apartments, Ltd. recorded in Volume 1237, Page 242, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): MARIA M. SAENZ-LIMON

Brazos County Appraisal District Property ID: 41959

Street Address: 128 Southland Street, College Station, Texas

Legal Description: Being Lot 19-20, Block 2, Southland Subdivision, College Station, Brazos County, Texas; as described in Warranty Deed from Brazos Valley Community Action Agency to Maria M. Saenz-Limon recorded in Volume 2807, Page 257, Official Records of Brazos County, Texas.

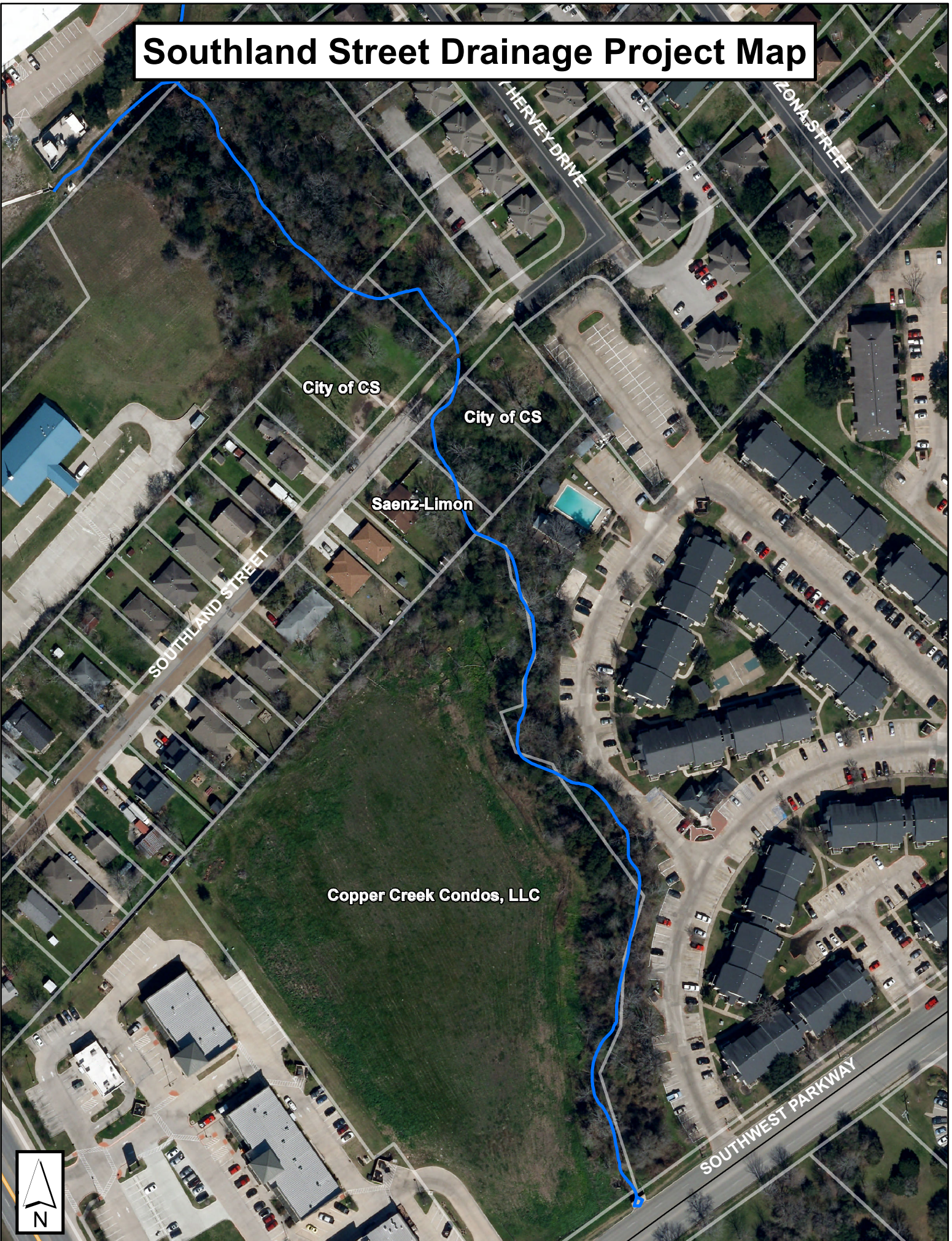
Landowner (Now or Formerly): COPPER CREEK CONDOS, LLC

Brazos County Appraisal District Property ID: 302591

Street Address: Southwest Parkway, College Station, Texas

Legal Description: Being Lot 2R, William Brooke Hunter Estates Subdivision, College Station, Brazos County, Texas; as described in Warranty Deed Four Ags Investments, LP to Copper Creek Condos, LLC recorded in Volume 9766, Page 42, Official Records of Brazos County, Texas.

Southland Street Drainage Project Map



City of CS

City of CS

Saenz-Limon

Copper Creek Condos, LLC

SOUTHLAND STREET

CHERVEY DRIVE

ZONA STREET

SOUTHWEST PARKWAY





Legislation Details (With Text)

File #:	15-0103	Version:	1	Name:	No Parking - Greens Prairie Trail / Royder Road
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	2/22/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Chapter 10 Traffic Code, Section 4 to remove stopping, standing, and parking along Greens Prairie Trail and Royder Road.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Park Removal Ordinance - Greens Prairie Trail and Royder Road.pdf Greens Prairie Trail and Royder Road Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10 Traffic Code, Section 4 to remove stopping, standing, and parking along Greens Prairie Trail and Royder Road.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In August of 2014, citizens and the Principal of Greens Prairie Elementary contacted the City of College Station concerned about the loading and unloading of Greens Prairie Elementary students along Greens Prairie Trail and Royder Road. Primary concerns were students and parents opening car doors into traffic lanes along Greens Prairie Trail and Royder Road. Parents choosing to walk their children to school from the Creek Meadows Subdivision were having to walk in the roadway because of cars parked along the shoulder of Royder Road and Greens Prairie Trail.

Based upon the observations of the Police Department and the Traffic Engineering Division of Public Works, the City presented a no stopping, standing, or parking ordinance to the Greens Prairie Elementary Parent Teacher Organization on February 9, 2015, and the Royder Ridge HOA on February 12, 2015. The Principal of Greens Prairie Elementary, the 5 parents at the February 9th meeting, and the 4 property owners at the February 12th meeting support this ordinance.

Based upon the need for pedestrian safety and efficient traffic operations along Greens Prairie Trail and Royder Road, the traffic management team recommended approving this ordinance.

Budget & Financial Summary: The "NO STOPPING, STANDING, OR PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Project Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

1. Greens Prairie Trail – on schooldays from 7:00 am until 9:00 am

- a. No stopping, standing, or parking within 20 feet of pavement on schooldays from 7:00 am until 9:00 am along the east/southeast side of Greens Prairie Trail from 100 feet southwest of Royder Road to 220 feet southwest of Flagstone Court (the current city limit).

2. Greens Prairie Trail – on schooldays from 2:30 pm until 4:30 pm

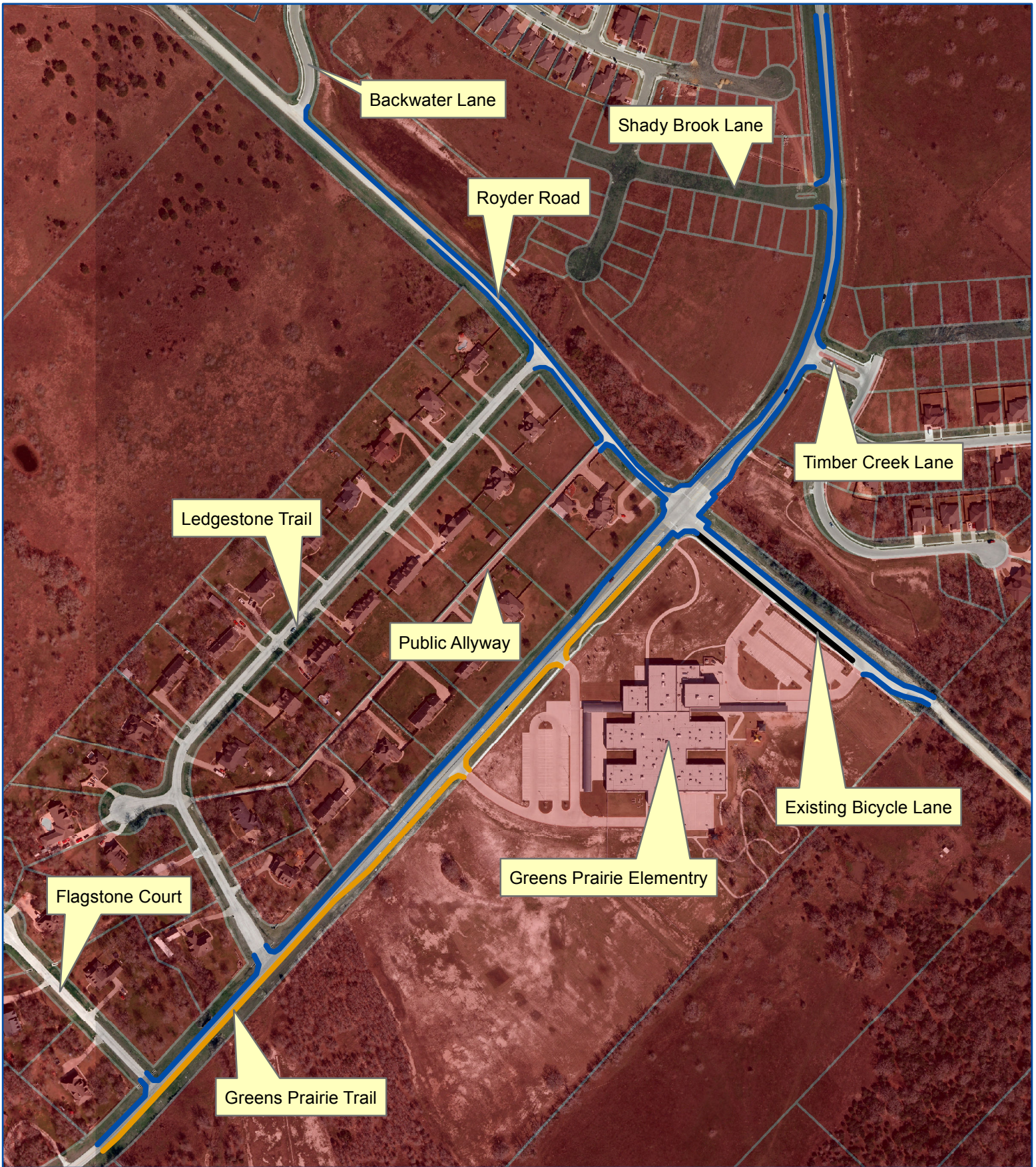
- a. No stopping, standing, or parking within 20 feet of pavement on schooldays from 2:30 PM until 4:30 PM along the east/southeast side of Greens Prairie Trail from 100 feet southwest of Royder Road to 220 feet southwest of Flagstone Court (the current city limit).

3. Greens Prairie Trail –anytime

- a. No stopping, standing, or parking anytime along the west/northwest side of Greens Prairie Trail from Royder Road to 220 feet southwest of Flagstone Court (the current city limit).
- b. No stopping, standing, or parking anytime along the west/northwest side of Greens Prairie Trail from Royder Road to 480 feet north of Shady Brook Lane.
- c. No stopping, standing, or parking anytime along the east/southeast side of Greens Prairie Trail from Royder Road to 480 feet north of Shady Brook Lane.
- d. No stopping, standing, or parking anytime along the east/southeast side of Greens Prairie Trail from Royder Road to 100 feet southwest of Royder Road.

4. Royder Road –anytime

- a. No stopping, standing, or parking anytime along the southwest side of Royder Road from 400 feet northwest of Ledgestone Trail to Greens Prairie Trail.
- b. No stopping, standing, or parking anytime along the southwest side of Royder Road from the termination of the bicycle lane that begins at Greens Prairie Trail to 300 feet southeast of the termination of the bicycle lane (the current city limit).
- c. No stopping, standing, or parking anytime along the northeast side of Royder Road from Backwater Lane to Greens Prairie Trail.
- d. No stopping, standing, or parking anytime along the northeast side of Royder Road from Greens Prairie Trail to 860 feet southeast of Greens Prairie Trail (the current city limit).



Proposed No Stopping, Standing, or Parking Along Royder Road and Greens Prairie Trail

Within 20 feet of pavement
on Schooldays from 7:00 am until 9:00 am
and from 2:30 pm until 4:30 pm :

Anytime : 





Legislation Details (With Text)

File #:	15-0104	Version:	1	Name:	No U-Turns - FM 2818 / Holleman
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	2/22/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Traffic Code, Section 2(N) of the Code of Ordinances of the City of College Station to prohibit U-turns for northbound, southbound, and westbound traffic at the intersection of FM 2818 and Holleman.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	U-Turns Ordinance - FM 2818 @ Holleman Drive.pdf Map - No U-Turns FM2818 @ Holleman.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Traffic Code, Section 2(N) of the Code of Ordinances of the City of College Station to prohibit U-turns for northbound, southbound, and westbound traffic at the intersection of FM 2818 and Holleman.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance removes U-Turns for vehicles traveling westbound on FM 2818, northbound on Holleman Drive South, and southbound on Holleman Drive West at the intersection of FM 2818 with Holleman Drive West and Holleman Drive South.

As the intersection is currently configured, the roadway is not wide enough for passenger vehicles to make U-Turns in one continuous movement on these approaches. This results in vehicles stopping their vehicle within the intersection in order to back up before they complete the movement. This behavior decreases traffic flow at the intersection and increases the probability of a crash.

Based upon Traffic Engineering's review of this intersection, the Traffic Management Team recommended removing U-Turns for the Northbound, Southbound, and Westbound directions at this intersection.

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

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, TRAFFIC CODE, SECTION 2, TRAFFIC CONTROL DEVICES, SUBSECTION N, U-TURN PROHIBITIONS, TRAFFIC SCHEDULE XI - NO U-TURNS OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS; BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, Traffic Code, Section 2, Traffic Control Devices, Subsection N, U-Turn Prohibitions, Traffic Schedule XI - No U-Turns of the Code of Ordinances of The City of College Station, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, Traffic Code, Section 2, Traffic Control Devices, Subsection N, U-Turn Prohibitions, Traffic Schedule XI - No U-Turns of the Code of Ordinances of The City of College Station, be amended to include following:

1. FM 2818

- a. NO U-TURNS on westbound FM 2818 at the intersection of Holleman Drive South and Holleman Drive West.

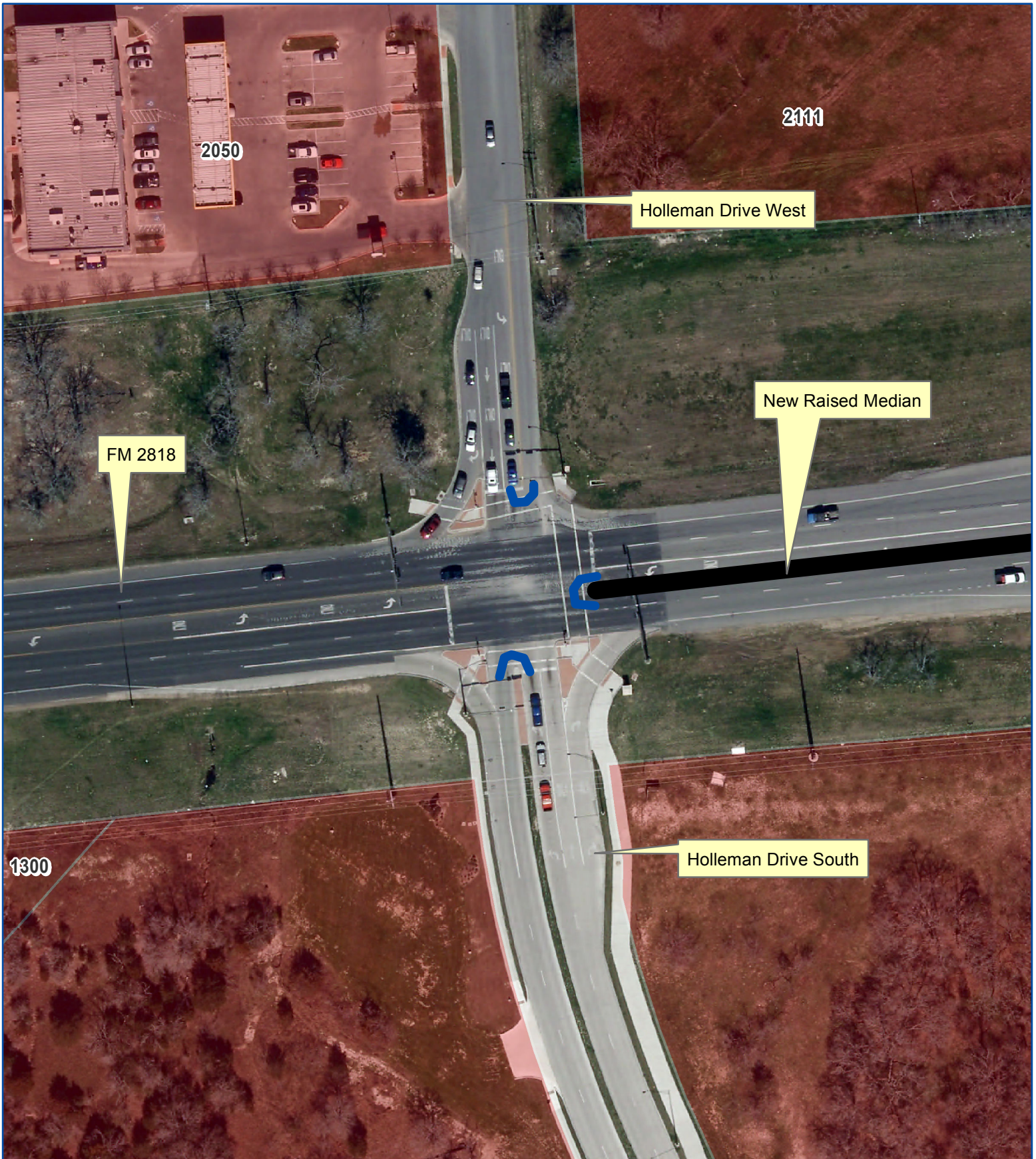
2. Holleman Drive West

- a. NO U-TURNS on southbound Holleman Drive West at the intersection of FM 2818.

3. Holleman Drive South

- a. NO U-TURNS on northbound Holleman Drive South at the intersection of FM 2818.

Proposed U-Turn Prohibitions FM 2818 and Holleman Drive West/South



Proposed Prohibited Movements: —



Legislation Details (With Text)

File #:	15-0105	Version:	1	Name:	Texas Avenue Sidewalk Improvements
Type:	Contract	Status:		Status:	Consent Agenda
File created:	2/22/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding construction contract number 15-104 with Vox Construction, LLC, in the amount of \$77,546.21, for sidewalk improvements on the west side of Texas Avenue between Hensel Street and Cooner Street, Project No. ST-1424.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	15-024 Bid Tabulation.pdf Texas Avenue Sidewalk Improvements - Project Location Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract number 15-104 with Vox Construction, LLC, in the amount of \$77,546.21, for sidewalk improvements on the west side of Texas Avenue between Hensel Street and Cooner Street, Project No. ST-1424.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the construction contract.

Summary: Sidewalk improvements along the south side of Texas Avenue will include the addition of ADA ramps, two flume crossings, a retaining wall, and reconstruction of four commercial driveways to comply with ADA standards. The project will provide a complete ADA accessible path from the Byran-College Station city limits to University Drive along the south side of Texas Avenue.

Budget & Financial Summary: A total of \$122,356 is budgeted for this project. Funds in the amount of \$11,549 has been expended or committed to date leaving a balance of \$110,807 for construction and related expenditures.

Attachments:

1. Contract No. 15-104 (on file with the City Secretary)
2. Bid Tabulation ITB #15-024
3. Project Location Map



City of College Station - Purchasing Division
 Bid Tabulation for #15-024
 "Texas Avenue Sidewalk Improvements"
 Open Date: Thursday, January 22, 2015 @ 2:00 p.m.

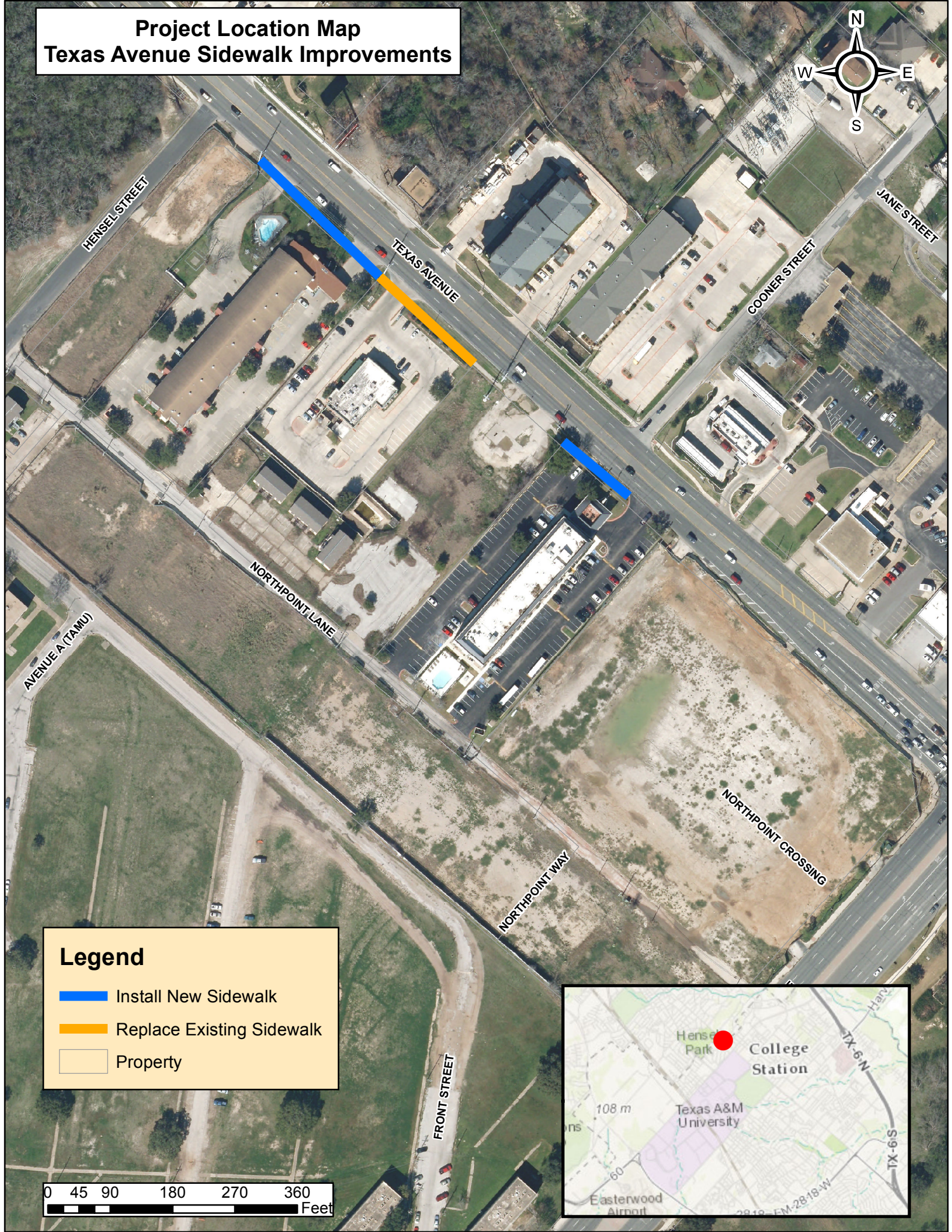
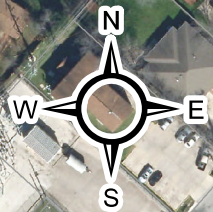
ITEM	QTY	UNIT	DESCRIPTION	VOX Construction, LLC (College Station, TX)		Norman Concrete Services, LLC (Wellborn, TX)		Palomares Construction, Inc. (Bryan, TX)		Aggieland Construction, LLC (Bryan, TX)		A-1 Construction Services (Houston, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS															
1	1	LS	Mobilization	\$9,057.00	\$9,057.00	\$4,700.00	\$4,700.00	\$5,500.00	\$5,500.00	\$15,633.25	\$15,633.25	\$5,582.40	\$5,582.40	\$22,164.98	\$22,164.98
2	3,980	SF	Block Sod (Includes watering)	\$1.40	\$5,572.00	\$0.65	\$2,587.00	\$0.85	\$3,383.00	\$0.38	\$1,500.00	\$1.053	\$4,190.94	\$1.01	\$4,019.80
MISCELLANEOUS-SUBTOTAL				\$14,629.00		\$7,287.00		\$8,883.00		\$17,133.25		\$9,773.34		\$26,184.78	
DEMOLITION															
1	1	LS	General Demolition Including Clearing & Grubbing	\$2,675.00	\$2,675.00	\$3,000.00	\$3,000.00	\$4,750.00	\$4,750.00	\$2,000.00	\$2,000.00	\$7,129.73	\$7,129.73	\$2,493.01	\$2,493.01
2	139	LF	Demo Existing Curb & Gutter	\$5.33	\$740.87	\$13.50	\$1,876.50	\$9.00	\$1,251.00	\$14.39	\$2,000.00	\$5.00	\$695.00	\$4.71	\$654.69
3	2,223	SF	Demo Existing Driveway Pavement	\$5.78	\$12,848.94	\$3.50	\$7,780.50	\$3.00	\$6,669.00	\$2.02	\$4,500.00	\$2.50	\$5,557.50	\$4.33	\$9,625.59
4	153	SF	Demo Existing Sidewalk Pavement	\$6.30	\$963.90	\$4.50	\$688.50	\$3.25	\$497.25	\$13.07	\$2,000.00	\$2.00	\$306.00	\$4.38	\$670.14
5	2	LF	Demo Existing Retaining Wall	\$136.96	\$273.92	\$150.00	\$300.00	\$50.00	\$100.00	\$750.00	\$1,500.00	\$200.00	\$400.00	\$276.99	\$553.98
6	62	SF	Demo Existing Concrete Flume	\$5.33	\$330.46	\$14.00	\$868.00	\$3.00	\$186.00	\$24.19	\$1,500.00	\$3.00	\$186.00	\$8.09	\$501.58
7	1	EA	Adjust Existing Water Valve Box Elevation	\$53.50	\$53.50	\$250.00	\$250.00	\$150.00	\$150.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$389.51	\$389.51
DEMOLITION-SUBTOTAL				\$17,886.59		\$14,763.50		\$13,603.25		\$15,000.00		\$15,074.23		\$14,888.50	
PAVING & SIDEWALK															
1	287	SY	6" 4,000 psi Concrete Pavement with Monolithic Curb & Gutter	\$7.54	\$2,163.98	\$42.50	\$12,197.50	\$76.00	\$21,812.00	\$55.45	\$15,915.00	\$97.66	\$28,028.42	\$104.41	\$29,965.67
2	2,709	SF	4" 4,000 psi Concrete Sidewalk	\$5.30	\$14,357.70	\$4.25	\$11,513.25	\$5.00	\$13,545.00	\$5.11	\$13,836.00	\$6.19	\$16,768.71	\$8.54	\$23,134.86
3	5	EA	Barrier Free ADA Ramp	\$374.50	\$1,872.50	\$7.50	\$37.50	\$1,100.00	\$5,500.00	\$700.00	\$3,500.00	\$1,350.00	\$6,750.00	\$609.20	\$3,046.00
4	1	LS	Concrete Flume	\$642.00	\$642.00	\$1,650.00	\$1,650.00	\$670.00	\$670.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,027.80	\$1,027.80
5	2	EA	4' Wide Grate at Sidewalk/ Flume Crossing with 4" Yellow Paint Stripe on Spanning Sides	\$654.93	\$1,309.86	\$1,000.00	\$2,000.00	\$1,175.00	\$2,350.00	\$2,250.00	\$4,500.00	\$2,500.00	\$5,000.00	\$1,141.56	\$2,283.12
PAVING & SIDEWALK-SUBTOTAL				\$20,346.04		\$27,398.25		\$43,877.00		\$40,751.00		\$61,547.13		\$59,457.45	
GRADING & EROSION CONTROL															
1	512	LF	Erosion Control Silt Fence	\$2.14	\$1,095.68	\$8.50	\$4,352.00	\$1.75	\$896.00	\$2.54	\$1,300.00	\$3.00	\$1,536.00	\$3.33	\$1,704.96
2	2	EA	Sandbags at Flume Discharge Point	\$42.80	\$85.60	\$250.00	\$500.00	\$100.00	\$200.00	\$450.00	\$900.00	\$80.22	\$160.44	\$32.16	\$64.32
3	90	LF	Retaining Wall (4' Max Height)	\$32.10	\$2,889.00	\$75.00	\$6,750.00	\$94.00	\$8,460.00	\$77.78	\$7,000.00	\$188.62	\$16,975.80	\$158.62	\$14,275.80
GRADING & EROSION CONTROL-SUBTOTAL				\$4,070.28		\$11,602.00		\$9,556.00		\$9,200.00		\$18,672.24		\$16,045.08	
TOTAL BASE BID AMOUNT				\$56,931.91		\$61,050.75		\$75,919.25		\$82,084.25		\$105,066.94		\$116,575.81	
ADD ALTERNATE															
1	82	LF	Demo Existing Curb & Gutter	\$5.33	\$437.06	\$15.00	\$1,230.00	\$9.00	\$738.00	\$6.10	\$500.00	\$5.00	\$410.00	\$5.02	\$411.64
2	1,145	SF	Demo Existing Driveway Pavement	\$5.78	\$6,618.10	\$4.50	\$5,152.50	\$3.00	\$3,435.00	\$2.18	\$2,500.00	\$2.50	\$2,862.50	\$4.61	\$5,278.45
3	867	SF	Demo Existing Sidewalk Pavement	\$5.72	\$4,959.24	\$4.00	\$3,468.00	\$3.25	\$2,817.75	\$2.88	\$2,500.00	\$2.00	\$1,734.00	\$4.28	\$3,710.76
4	125	SY	6" 4,000 psi Concrete Pavement with Monolithic Curb & Gutter	\$7.54	\$942.50	\$45.00	\$5,625.00	\$76.00	\$9,500.00	\$45.00	\$5,625.00	\$97.66	\$12,207.50	\$106.02	\$13,252.50
5	828	SF	4" 4,000 psi Concrete Sidewalk	\$5.30	\$4,388.40	\$4.50	\$3,726.00	\$5.00	\$4,140.00	\$4.00	\$3,312.00	\$6.19	\$5,125.32	\$10.00	\$8,280.00
6	2	EA	Barrier Free ADA Ramp	\$374.50	\$749.00	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$250.00	\$500.00	\$1,350.00	\$2,700.00	\$652.58	\$1,305.16
7	1,800	SF	Block Sod (Includes watering)	\$1.40	\$2,520.00	\$0.65	\$1,170.00	\$0.85	\$1,530.00	\$1.11	\$2,000.00	\$1.053	\$1,895.40	\$1.01	\$1,818.00
ADD ALTERNATE-SUBTOTAL				\$20,614.30		\$21,971.50		\$24,360.75		\$16,937.00		\$26,934.72		\$34,056.51	

NOTES:




»Norman Concrete miscalculated Demolition - Bid Item 5 and the subtotal for that section, Paving and Sidewalk - Bid Item 3 and the subtotal for that section, Grading & Erosion Control - Bid Item 2 and the subtotal for that section and the Total Base Bid Amount. The highlighted totals above are correct.

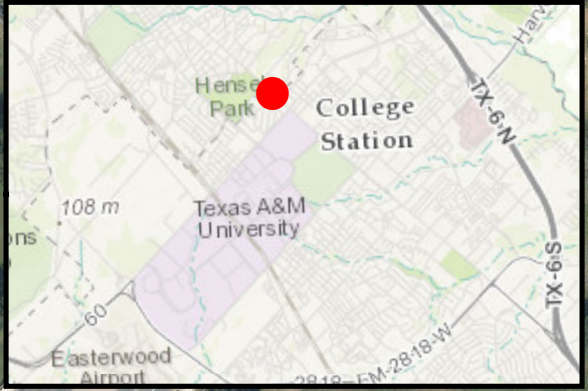
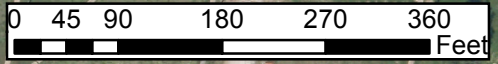
Project Location Map

Texas Avenue Sidewalk Improvements



Legend

-  Install New Sidewalk
-  Replace Existing Sidewalk
-  Property





Legislation Details (With Text)

File #:	15-0107	Version:	1	Name:	Veterans Park & Athletic Complex Synthetic Fields Project Change Order No. 3
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	2/22/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding Ratifying Change Order No. 3 to Contract No. 13-267 with Dudley Construction, Ltd., in the amount of \$52,875.12 for the Veterans Park Synthetic Fields project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Location Map.pdf Change Order 3 .pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding Ratifying Change Order No. 3 to Contract No. 13-267 with Dudley Construction, Ltd., in the amount of \$52,875.12 for the Veterans Park Synthetic Fields project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratifying Change Order No. 3 with Dudley Construction, Ltd. in the amount of \$52,875.12.

Summary: This project included the construction of two synthetic turf fields, associated parking areas, field and parking area lighting, and drainage infrastructure at Veterans Park. The change order ratifies necessary changes to the scope of work and authorizes for payment work already completed by the contractor. This change order both adds and deducts items from the scope of work in the contract, as follows:

1. Relocating existing park light and associated light pole during construction due to a conflict with the new parking area driveway;
2. Extending existing stub outs for future water and sewer lines beneath the new Parking Lot "A" to allow for future expansion of these lines and the park without the need to trench through the new parking lot;
3. Changing the drainage plan, due to the location of the existing dumpster pad on the northeast side of the fields, to allow for a retaining wall to offset the grade differential between the dumpster pad and the drainage elevations;
4. At Parks & Recreation Department's request, relocating the chain-link fence surrounding the detention pond (the original plans located the fence in the sidewalk), which then required

5. Adding a 'mow strip' to back of the sidewalk between the fields and the detention pond;
6. Reducing (by one) the number of sidewalk drains originally called in the constructing the parking area 'A' sidewalk;
7. Reducing the amount of concrete needed, based on a redesign of the concrete pilot channel in the detention pond.

Budget & Financial Summary: The budget for this project is \$4,402,000. Funds in the amount of \$4,238,341 have been expended or committed to date, leaving a balance of \$164,059, which includes this change order and other remaining expenditures.

Attachments:

1. Change Order No. 3
2. Project Location Map

Veterans Park Synthetic Fields Project Location Map



CHANGE ORDER NO. 3 DATE: February 11, 2015 Contract No. 13-267
P.O.# 130991 PROJECT: Veterans Park Synthetic Fields

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

CONTRACTOR:
Dudley Construction, Ltd.
11370 State Hwy 30 Ph: (979) 776-2135
College Station TX 77845 Fax: (979) 776-2235

PURPOSE OF THIS CHANGE ORDER:

Light Pole Relocation: An existing light pole was in conflict with the new parking lot driveway location for Parking Area "C". The pole was being fed from the north and is to be relocated just north of the driveway reusing existing conduit and wire. The existing pole was not picked up on the design survey and not shown on the plans, thus was not included in the original scope of work for the project. The existing pole base was demo'd to allow for the placement of the new parking area entrance.

Extend Water and Sewer Line Stub outs Beneath Parking Lot "A": Existing stub outs for future water and sewer lines beneath the new Parking Lot "A" were extended under the new parking lot in order to allow for future expansion of these lines and the park without the need to trench through the new parking lot. In total, 80 linear feet of 8-inch diameter C900 water pipe, and related fittings, and 84 linear feet of 6-inch SDR26 sanitary sewer pipe, and related fittings, were installed to stub out for future expansion of park facilities.

Revised Drainage Plan at East Side of Fields: Due to the location of the existing dumpster pad on the northeast side of the fields, the drainage plan was changed to allow for a retaining wall to offset the grade differential between the dumpster pad and the drainage elevations. Without the installation of the retaining wall, the threat existed for the undermining and eventual collapse of the dumpster pad.

Add Mow Strip to Fence line between Fields and Detention Pond: At the request of the Parks & Recreation Department a mow strip was added to back of the sidewalk between the fields and the detention pond. The chain-link fence was relocated to this position vs. in the sidewalk as designated on the original plans. This allows for PARD to be able to maintain the fields and lighting by having the ability to drive vehicles along this sidewalk to service this area. Additionally gates were added to the fence line to allow for easier retrieval of balls and other equipment that could go over the fence during practices or competitions.

Quantity Adjustments: One less sidewalk drain than originally called for was used in the construction of the sidewalk in parking area "A". Revision to the design of the concrete pilot channel in the detention pond resulted in a reduction of concrete in the amount of 645 SF from the original bid amount.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Light Pole Relocation	\$8,595.24	0	1	\$8,595.24
2	LS	Extend Existing Water and Sewer Lines at Parking Area "A"	\$11,178.49	0	1	\$11,178.49
3	LS	Revised Drainage Plan at East Side of Fields including Retaining Wall near Dumpster Pad and concrete drainage flume	\$21,604.27	0	1	\$21,604.27
B.21a	LS	Add Mow strip to sidewalk and fence location south of fields. Add three access gates to the fence for maintenance and athletic equipment retrieval.	\$16,161.04	0	1	\$16,161.04
A.10	EA	Sidewalk Drain	\$174.82	3	2	(\$174.82)
C.8	SF	Concrete Pilot Channel	\$5.83	2850	2080	(\$4,489.10)
TOTAL						\$52,875.12

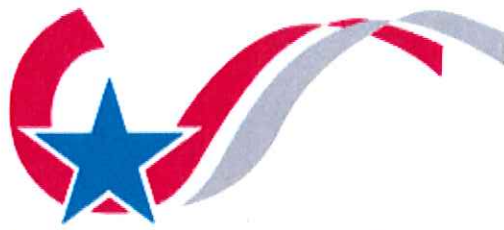
THE NET AFFECT OF THIS CHANGE ORDER IS A 1.37 % INCREASE.

LINE 1 (121-9111-971.30-20/ HM-1217)	\$52,875.12			
TOTAL CHANGE ORDER	\$52,875.12			
ORIGINAL CONTRACT AMOUNT	\$3,929,599.12			
CHANGE ORDER NO. 1	\$2,354.00	0.06%	CHANGE	
CHANGE ORDER NO. 2	\$45,076.79	1.15%	CHANGE	
CHANGE ORDER NO. 3	\$52,875.12	1.35%	CHANGE	
REVISED CONTRACT AMOUNT	\$4,029,905.03	2.55%	TOTAL CHANGE	
ORIGINAL CONTRACT TIME	140	Days		
Time Extension No. 1	141	Days		
Revised Contract Time	281	Days		
SUBSTANTIAL COMPLETION DATE	26-Jan-14			
REVISED SUBSTANTIAL COMPLETION DATE	16-Jun-14			

APPROVED

<u>N/A</u> A/E CONTRACTOR _____ Date _____	CHIEF FINANCIAL OFFICER _____ Date _____
<u>Steve Dudley</u> 2-18-15 CONSTRUCTION CONTRACTOR _____ Date _____	CITY ATTORNEY _____ Date _____
<u>Edward McDonald</u> 2/18/15 PROJECT MANAGER _____ Date _____	CITY MANAGER _____ Date _____
<u>N/A</u> CITY ENGINEER _____ Date _____	MAYOR _____ Date _____
<u>David Hum</u> 2/18/15 DEPARTMENT DIRECTOR _____ Date _____	CITY SECRETARY _____ Date _____

* Approval of this Change Order is for Ratification of work completed by the contractor



CITY OF COLLEGE STATION

Public Works

Memo

Date: February 19, 2015

To: Lisa Davis, Buyer

From: Edward McDonald, Public Works

RE: Veterans Park Synthetic Fields Project Construction Change Order #3

This change order updates quantities from the original bid and also includes additional items that were required to be added to the project in order to complete the work.

All work contained in this change order has already been completed by the contractor and the amount shown, upon approval will become the final contracted amount for the close out of the project and the PO with the contractor.

If there is any additional information I can provide, please feel free to contact me at x3528, or emcdonald@cstx.gov.



Legislation Details (With Text)

File #: 15-0120 **Version:** 1 **Name:** ILA City of College Station and North Richland Hills
Type: Presentation **Status:** Consent Agenda
File created: 2/24/2015 **In control:** City Council Regular
On agenda: 3/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The City of North Richland Hills for cooperative purchasing.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [ILA CoCS_NRH.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The City of North Richland Hills for cooperative purchasing.

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

Background & Summary: 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, supplies and services. The City of College Station and The City of North Richland Hills desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services.

Budget & Financial Summary: No expenses will incurred in this process. Economies of scale are anticipated to produce savings in administrative, advertising and other costs.

Reviewed and Approved by Legal:

Attachments:

1. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND THE CITY OF NORTH RICHLAND HILLS**

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, supplies and services;

WHEREAS, City of College Station and The City of North Richland Hills desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The City of College Station and The City of North Richland Hills represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

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

1. City of College Station and City of North Richland Hills Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.
2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.

3. The City of College Station and The City of North Richland Hills Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of College Station and The City of North Richland Hills shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.
4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.
5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until February 28, 2016. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each 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 all parties.
9. **Termination.** **By the City of College Station or the City of North Richland Hills.** This Agreement may be terminated at any time by the **City of College Station or the City of North Richland Hills**, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 12 herein.
10. **Hold Harmless.** **The City of College Station and The City of North Richland Hills 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 the work done under this Agreement.

11. **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.
12. **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.

City of College Station: Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

**City of North
Richland Hills:** Purchasing Department
7301 NE Loop 820
North Richland Hills, TX 76180

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor 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.
14. **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.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
17. **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.

18. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in 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.
19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
20. **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.
21. **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.

CITY OF COLLEGE STATION

CITY OF NORTH RICHLAND HILLS

BY: _____
Mayor

BY: _____

DATE:

DATE:

ATTEST:

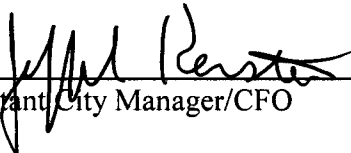
City Secretary

ATTEST:

APPROVED:

City Manager

City Attorney



Assistant City Manager/CFO



Legislation Details (With Text)

File #: 15-0121 **Version:** 1 **Name:** ILA City of College Station and TAMU
Type: Presentation **Status:** Consent Agenda
File created: 2/24/2015 **In control:** City Council Regular
On agenda: 3/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding a revised Interlocal Agreement between the City of College Station and Texas A&M University for cooperative purchasing.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [CS JOINT PROCURE TAMU.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a revised Interlocal Agreement between the City of College Station and Texas A&M University for cooperative purchasing.

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

Summary: The City and TAMU previously entered into an Interlocal Agreement in June 1999 for the purchase of equipment and supplies. This revised ILA will expand the authority of the respective agencies to work together on purchases of equipment, supplies and services, including but not limited to insurance, technology, professional services and temporary employment services. This ILA will replace the existing ILA approved by Council in June 1999.

Budget & Financial Summary: No expenses will be incurred in this process. Economies of scale are anticipated to produce savings in administrative, advertising and other costs.

Reviewed and Approved by Legal.

Attachments: Revised Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION
AND TEXAS A&M UNIVERSITY**

WHEREAS, the City of College Station, Texas (“City”) and Texas A&M University (“TAMU”), also known as “the parties”, have previously entered into an Interlocal Agreement for the purchase of equipment and supplies; and

WHEREAS, the City and TAMU desire to expand the authority of their Purchasing Agents to prepare proposals, requests for qualifications and other procurement activity for the purchase of services, insurance, high technology, professional services and to commit authorized expenditures; and

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 necessary equipment, supplies and services; and

WHEREAS, the City and TAMU desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the City is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; and

WHEREAS, TAMU is a member of The Texas A&M University System, an agency of the State of Texas, and is authorized to enter into this Agreement pursuant to Texas Education Code 85.18; and

WHEREAS, the City and TAMU represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, it is deemed in the best interests of all participating governments that they enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services; and

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

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

That the parties acknowledge the truth of all the preceding recitals and that they are incorporated herein for all purposes.

1. City and TAMU Purchasing Agents shall be authorized to prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of goods and services as may be mutually or individually beneficial to City and TAMU.
2. The respective purchasing agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising for those joint purchasing initiatives shall be borne equally by each entity.
3. The City and TAMU purchasing agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any goods and services. The City and TAMU shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement. Rebates derived from an individual entity's solicitation and award remain with the issuing entity even though such solicitation and award may be utilized by the other party for the procurement of goods and services.
4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.
5. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals, and contracts subject to this Agreement on its own behalf.
6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2019 unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided herein.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of each 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 all parties.
9. **Termination by the City or TAMU.** This Agreement may be terminated at any time by the City or TAMU, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 13 herein.
10. **Hold Harmless.** The City and TAMU agree, to the extent permitted by the Constitution and laws of the State of Texas, 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 the work done under this Agreement.

11. **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.
12. **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.

City of College Station
Fiscal Services – Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

TAMU:
Purchasing Department TAMU
1477 TAMU.
College Station, Texas 77843-1477

13. **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.
14. **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.
15. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas.
17. **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 this respective entities.

18. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or any 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 nor excuse any other different or subsequent breach.
19. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
20. **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.
21. **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.

TEXAS A&M UNIVERSITY

By: _____

Rex E. Janne
University Contracts Officer

Date: _____

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____



Legislation Details (With Text)

File #:	15-0130	Version:	1	Name:	Texas A&M to File Application to Host 2016 Presidential/Vice Presidential Debate, Community Support Vital to Successful Effort
Type:	Resolution	Status:			Consent Agenda
File created:	3/2/2015	In control:			City Council Regular
On agenda:	3/12/2015	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of a Resolution supporting the proposal by Texas A&M University to host a 2016 Presidential or Vice Presidential Debate.				
Sponsors:	Jay Socol				
Indexes:					
Code sections:					
Attachments:	Resolution to Host Presidential or Vice Presidential Debate UPDATED.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Resolution supporting the proposal by Texas A&M University to host a 2016 Presidential or Vice Presidential Debate.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary:

Texas A&M University is filing an application to host a 2016 Presidential or Vice President Debate. Hosting an event of this magnitude will not only shine a "worldwide" spotlight on our thriving community, it will also attract thousands of journalists and others from around the nation, resulting in a tremendous financial boost to our local economy.

Support from local communities is a key factor in determining where the debates will actually take place. Therefore, our strong partnership with the City of College Station is vital to our efforts to land one of the four debates.

Budget & Financial Summary: N/A

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS IN SUPPORT OF THE PROPOSAL BY TEXAS A&M UNIVERSITY TO HOST A 2016 PRESIDENTIAL OR VICE PRESIDENTIAL DEBATE.

WHEREAS, Texas A&M University, the first public institution of higher education in Texas, opened in 1876 under the Morrill Land-Grant Act, is now the 5th largest university in the country with a student body of more than 62,000;

WHEREAS, Texas A&M University remains committed to the values of its land-grant heritage by expanding educational access, outreach and service to people of all backgrounds in the community, the region, the state and the country;

WHEREAS, Texas A&M University is one of a select group of national Tier One research universities to have land, sea and space-grant designations that help garner research expenditures of more than \$850 million;

WHEREAS, Texas A&M University is helping to create multi-disciplinary solutions to the grand challenges facing the state, the nation and the world; as well as raise awareness of many of these pressing issues and stimulate interest in finding solutions;

WHEREAS, Texas A&M University continues to maintain and uphold its core values of excellence, integrity, leadership, loyalty, respect and selfless service; as well as its purpose, which is to develop leaders of character dedicated to serving the public good;

WHEREAS, Texas A&M University's commitment to public service contributed to the university being chosen as the home of the George Bush Presidential Library and Museum (which brings millions of visitors to the local community) and spawned the highly ranked Bush School of Government and Public Service;

WHEREAS, Texas A&M University and the twin cities of Bryan/College Station have enjoyed a mutually beneficial relationship for generations; both cities have grown exponentially as Texas A&M has grown and each continues to develop and thrive as diverse, multi-ethnic environments, fostering a friendly and inclusive hometown for Aggie students, faculty and staff that far exceeds the average college town;

WHEREAS, Texas A&M University engages with the state, region and community in a multitude of ways, through service learning projects, such as the largest one-day, student-run service project in the nation, The Big Event, as well as countless other service organizations; and through educational enrichment programs and summer camps from teacher education to STEM to 4-H; and entertainment not just for Aggie students but for the entire community, through high-quality direct-from-Broadway shows to the many notable events and distinguished speakers who have addressed the university -- from former presidents to renowned scientists to civil rights leaders and numerous others;

And, **WHEREAS** Texas A&M University has also long recognized the demands of a global society and the necessity for global reach, maintaining a center in Costa Rica, facilities in Italy and Mexico and branch campuses in Galveston and Doha, Qatar (fully funded by Qatar Foundation) as well as nurturing a long history of international cooperation and collaboration to facilitate study abroad, global competence, international research partnerships such as the collaborative research grant program between Texas A&M and Mexico's CONACYT, and membership in such initiatives as The Confucius Institute to enhance Chinese language and culture at the university; all to enhance educational, cultural and research opportunities around the world and prepare students to live and compete in a global society;

WHEREAS, Texas A&M University and other members of the Texas A&M University System based locally continue to increase their economic impact on the area; in 2013 the economic impact was \$4.42 billion, an increase of almost \$113 million from 2012 levels (based on the use of a standard 2.5 multiplier effect representing the number of times such generated dollars are typically spent and re-spent in the local economy) and;

WHEREAS, Texas A&M University and the cities of Bryan/College Station and the Brazos Valley have partnered to mutual advantage on projects such as the agreement between the city of College Station regarding the expansion of Kyle Field; expenditures by visitors attending sporting events and other campus activities totaled an estimated \$385 million, almost \$8 million more than for the previous year. The estimated number of visitors totaled more than 1.3 million, with the average visitor from out-of-town staying 2.5 days in the local community; now therefore,

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

PART 1: That the City of College Station joins the City of Bryan, Brazos County and the region known as the Brazos Valley, as well as the Bryan Independent School District and the College Station Independent School District and fully supports Texas A&M University in its bid to host a Presidential or Vice Presidential Debate.

ADOPTED this _____ day of _____, A.D. 20____.

ATTEST:

City Secretary

APPROVED:

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	15-0132	Version:	1	Name:	Texas Department of State Health Services (DSHS), Vital Statistics, Data Use Agreement
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	3/6/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:			
Title:	Presentation, possible action, and discussion regarding a Data Use Agreement with Texas Department of State Health Services (DSHS), Vital Statistics for access to Confidential Information.				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:	Draft Texas Department of State Health Services (DSHS), Vital Statistics, Data Use Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a Data Use Agreement with Texas Department of State Health Services (DSHS), Vital Statistics for access to Confidential Information.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: Staff received an email from DSHS, Vital Statistics, stating that pursuant to changes in federal law, the Texas Department of State Health Services (DSHS), as part of the Health and Human Services Enterprise, is requiring its contractors to execute the attached Data Use Agreement (DUA) for its contracts or agreements under which DSHS provides, gives access to, or transmits Confidential Information (CI) to a contractor.

Budget & Financial Summary: N/A

Attachments:

1. Draft Texas Department of State Health Services (DSHS), Vital Statistics, Data Use Agreement

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
CITY OF COLLEGE STATION (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the date signed below (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services (“HHS”) and CITY OF COLLEGE STATION (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 2014-044161-001 in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.508(2)(ii)(A)* This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 C.F.R.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

- (1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);
- (2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:
- (a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;
- (b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and
- (c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**
- (N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**
- (O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(J)**
- (P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**
- (Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhscx.hhsc.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**
- (R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.514(d)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(E)(1)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

CONTRACTOR

BY: _____
NAME:

BY: _____
NAME:

TITLE: _____

TITLE: _____

DATE: _____, 201 .

DATE: _____, 201 .

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER 2014-044161-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____



Legislation Details (With Text)

File #:	15-0113	Version:	1	Name:	Nonconforming Signs- UDO Amendment
Type:	Unified Development Ordinance	Status:			Agenda Ready
File created:	2/23/2015	In control:			City Council Regular
On agenda:	3/12/2015	Final action:			
Title:	Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-9.6 "Nonconforming Signs," of the Code of Ordinances of the City of College Station, Texas regarding commercial signs in the Wellborn area.				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-9.6 "Nonconforming Signs," of the Code of Ordinances of the City of College Station, Texas regarding commercial signs in the Wellborn area.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their February 19, 2015 meeting and voted 6-0 to recommend approval. Staff also recommends approval.

Summary: All properties annexed as part of the Wellborn area annexation in 2011 were zoned A-O Agricultural-Open upon annexation (later renamed R Rural). Commercial uses existing at the time of annexation are considered nonconforming and are permitted to remain. The Unified Development Ordinance (UDO) does not permit commercial signs in the R Rural district. Currently, existing businesses in the R Rural district must seek a commercial zoning on the property prior to installing or altering a commercial sign. The proposed UDO amendment is intended to allow attached commercial signs on existing commercial structures without having to seek rezoning.

Budget & Financial Summary: N/A

Attachments:

1. Signed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," ART. 9 "NONCONFORMITIES" SEC. 12-9.6 "NONCONFORMING SIGNS," AS SHOWN IN EXHIBIT A, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Article 9 "Nonconformities" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Art. 9 "Nonconformities" Sec. 12-9.6. "Nonconforming Signs" is amended and is to read as follows:

Article 9. Nonconformities

Sec. 12-9.6. Nonconforming Signs.

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.



Legislation Details (With Text)

File #:	15-0129	Version:	1	Name:	2nd Annexation Public Hearing – 233 Acres
Type:	Annexation	Status:		Status:	Agenda Ready
File created:	3/2/2015	In control:		In control:	City Council Regular
On agenda:	3/12/2015	Final action:		Final action:	
Title:	Public hearing, presentation, possible action, and discussion regarding the annexation service plan for approximately 233 acres located on the southwest side of the City, identified for annexation under the exempt status.				
Sponsors:	Lance Simms				
Indexes:					
Code sections:					
Attachments:	Map of annexation Area Service Plan Annexation Impacts - Summary Report				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding the annexation service plan for approximately 233 acres located on the southwest side of the City, identified for annexation under the exempt status.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission heard this item on 19 February and voted 6-0 to recommend approval of the annexation.

Summary: This is the second of two public hearings held by the City Council prior to initiating annexation proceedings for approximately 233 acres on the southwest side of the City, generally bordered by Royder Road, FM 2154 (aka Wellborn Road), and Greens Prairie Trail. Prior to the public hearing, staff will present an overview of the attached annexation service plan.

The purpose of the public hearings is to give individuals the opportunity to express their views regarding the proposed annexation and the service plan. Council is not expected to take any action at the public hearings.

Following is a summary of work accomplished to date:

- August 2014 - Council granted a petition to annex 70 acres and directed staff to move forward with the annexation process for an additional 163 acres
- October 2014 - Staff held an informational meeting at Greens Prairie Elementary School. The purpose of the meeting was to present an overview of the annexation process and address questions from area residents.
- November 2014 - At a City Council workshop, the Council provided feedback to staff regarding the provision of sewer service
- January 2015 - Council approved an ordinance establishing the public hearing dates and authorizing staff to prepare the annexation service plan
- February 2015 - The Planning & Zoning Commission considered this item and voted unanimously to recommend annexation
- March 10, 2015 - Council held the first of two annexation public hearings

In terms of annexation planning, the northern portion of the subject property is identified in Chapter Eight of the Comprehensive Plan for immediate annexation (0-3 years). The southern portion of the subject property is identified for near-term annexation (3-10 years). Please keep in mind that the Comprehensive Plan was adopted in 2009. Chapter Eight of the Comprehensive Plan also provides reasons to consider annexation of each proposed area. For the subject property, the Comprehensive Plan lists the following:

- Provides control of gateway frontage (FM 2154);
- Part or all of area qualifies for non-annexation development agreements;
- Area is adjacent to the City on two or more sides; and,
- Opportunity to preserve existing character

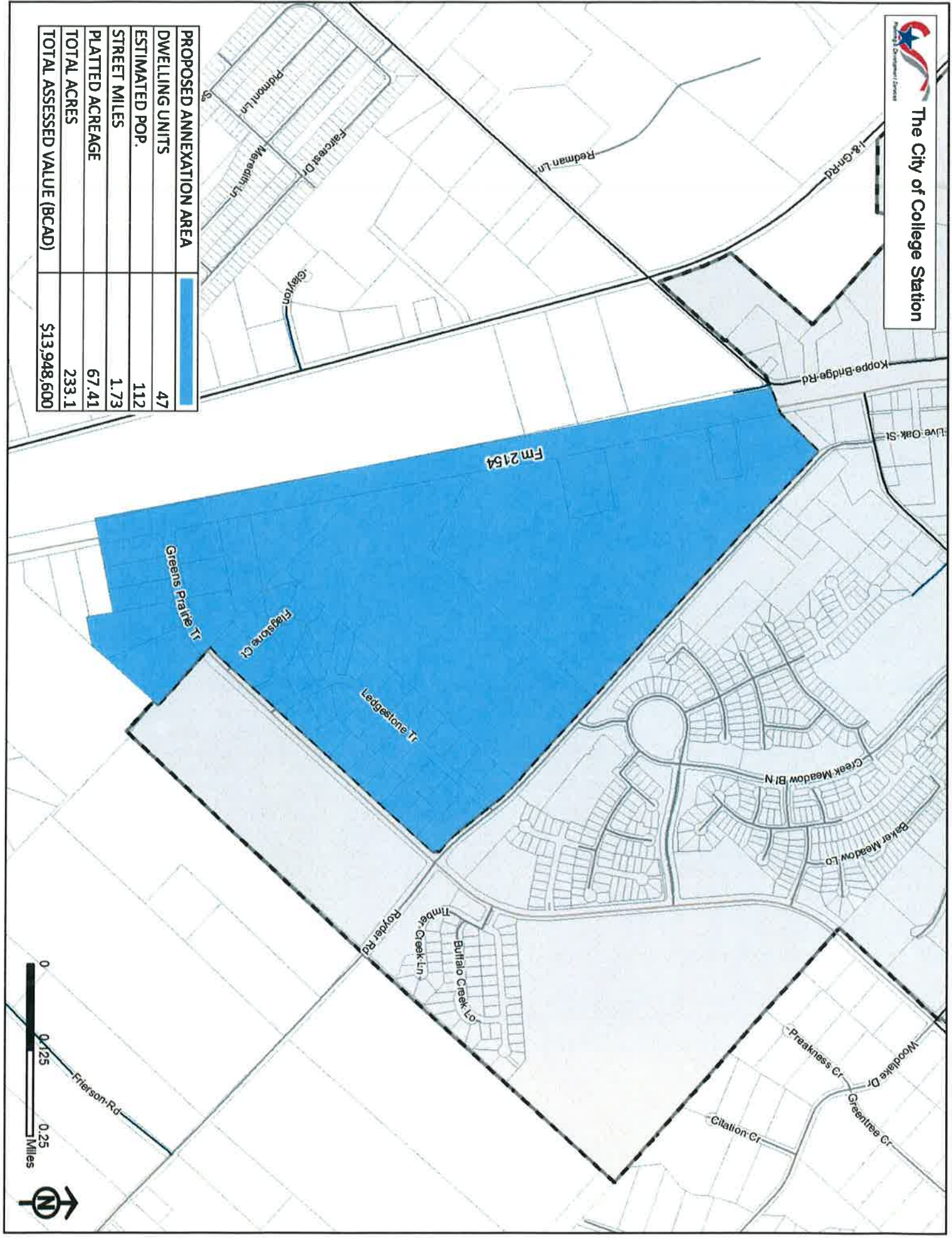
Chapter two of the Comprehensive Plan proposed the creation of a district plan that respects and preserves the appeal and special character of the Wellborn community. Following annexation of the Wellborn community in 2011, staff began working with residents of the Wellborn area to develop a district plan that identifies and retains the elements of the community that contributes to its rural character. The Wellborn Community Plan was completed in early 2013 and adopted by the City Council on April 25, 2013. Approximately 123 acres of the proposed annexation area is included in the Wellborn Community Plan, 70 acres of which is designated as "Wellborn Restricted Suburban" on the Future Land Use and Character Map. The remaining 53 acres, owned by College Station ISD, is designated "Wellborn Institutional/Public" on the Future Land Use and Character Map.

The Council is scheduled to take final action on the annexation ordinance on Thursday, April 9, 2015.

Budget & Financial Summary: See attached Annexation Summary Report

Attachments:

1. Map of Annexation Area
2. Annexation Service Plan
3. Annexation Summary Report



PROPOSED ANNEXATION AREA	
DWELLING UNITS	47
ESTIMATED POP.	112
STREET MILES	1.73
PLATTED ACREAGE	67.41
TOTAL ACRES	233.1
TOTAL ASSESSED VALUE (BCAD)	\$13,948,600



**CITY OF COLLEGE STATION SERVICE PLAN
FOR THE AREA TO BE ANNEXED
EFFECTIVE MAY 8, 2015**

I. ANNEXATION AREA

The annexation area is located on the southwest side of the City of College Station, in the City's Extraterritorial Jurisdiction. The area is illustrated in Figure 1 and generally described below.

Area Description - approximately 233 acres generally bordered by Royder Road, FM 2154 (AKA Wellborn Road), and Greens Prairie Trail.

II. INTRODUCTION

This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 2008, AND VERNON SUPP. 2009, as amended from time to time). Municipal facilities and services to the annexed area described above and illustrated in Figure 1 will be provided or made available on behalf of the City in accordance with the following plan. This plan provides a program under which the City of College Station will provide full municipal services to the annexed areas. All services will be provided within the time provided in the TEXAS LOCAL GOVERNMENT CODE, Section 43.056(B).

This Service Plan does not:

- require the creation of another political subdivision;
- require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395, TEXAS LOCAL GOVERNMENT CODE; or
- provide services in the area in a manner that would have the effect of reducing, by more than a negligible amount, the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

The level of services, infrastructure, and infrastructure maintenance provided to the annexed area is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

III. SERVICE COMPONENTS

This plan contains three service components: (1) Immediate Services, (2) Additional Services, and (3) Capital Improvement Program.

Immediate Services

As required by the TEXAS LOCAL GOVERNMENT CODE, SECTION 43.056(B), Certain municipal services will be provided by the City of College Station immediately upon the effective date of annexation. These services include:

- police protection;
- fire protection;
- emergency medical services;
- solid waste collection, except as provided by Subsection 43.056(o);
- operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- operation and maintenance of roads, and streets, including road and street lighting;*
- operation and maintenance of publicly-owned parks, playgrounds, and swimming pools; and,
- operation and maintenance of any other publicly-owned facility, building, or service.

***Note:** Street lighting will only be maintained for fixtures located within the service territory of College Station Utilities.

A. Police Protection

The College Station Police Department will provide police service, including routine patrol, traffic enforcement, and dispatch response to emergency and non-emergency service calls.

B. Fire Protection

The College Station Fire Department will provide fire protection, including response to emergency calls for assistance, fire prevention education, pre-fire planning, and target hazard inspections.

Construction and development activities undertaken after the effective date of annexation shall comply with all fire and life-safety codes of the City of College Station. All structures shall comply with the address standards of the College Station Code of Ordinances within ninety (90) days of the effective annexation date.

C. Emergency Medical Services

The College Station Fire Department will provide emergency medical services (EMS). Each Fire Department ambulance, engine, and ladder truck is capable of providing EMS, including defibrillation, medical administration, IV therapy, advanced airway management, and initial treatment of injuries.

D. Solid Waste Collection

The College Station Public Works Department will provide fee-based solid waste collection service for residential and commercial customers. Customers in the annexed area may elect to continue using a private solid waste management service provider for a period of two years after the effective date of annexation in accordance with provisions of the TEXAS LOCAL GOVERNMENT CODE. The City will not charge a fee to a person who continues to use the services of a privately-owned solid waste management service provider during the aforementioned two-year period.

Residential Service – Residential solid waste collection (including brush and bulk items) is provided once per week. All residential service will be provided at a point of collection adjacent to, and accessible from, a public right-of-way or an improved surface acceptable to the City. Residential solid waste collection vehicles will not conduct operations on private property. However, residential service may be provided on private streets that comply with the Sanitation Division’s requirements for surface material, vehicle clearance, and turning radii. In the case of multiple residences located on a privately-owned road or drive, the City may require the establishment of a mass collection point at an area adjacent to the nearest public right-of-way. The City will provide one solid waste container per residential account. Additional containers are available for an additional fee.

Commercial Service - Containers and collection points may be located on private property provided they can be easily accessed from a public right-of-way and the route of access and the collection point meets the Sanitation Division’s surface requirements, vehicle clearance, and turning radii. The City will provide standard commercial containers.

Utility Account Required - In order to secure solid waste collection services in the annexed areas, each property owner must establish a utility account with the City of College Station. The City will not be responsible for damage to private drives, private streets, or parking areas caused by trucks servicing solid waste containers.

E. Water and Wastewater Facilities

The City of College Station will provide water and wastewater service to areas that are not located within the certificated service territory of another utility. The level of water and wastewater service, infrastructure, and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be provided by any of the methods in which the City provides services to other comparable areas.

F. Roads and Streets

The Public Works Department will maintain public roads and streets at a level comparable to the maintenance prior to annexation. These services include emergency pavement repair and preventative street maintenance. Right-of-way mowing activities along State highways are addressed in the City's maintenance agreement with the Texas Department of Transportation and will be added to the City's maintenance activities immediately following annexation. Maintenance priorities are determined on a City-wide basis taking into consideration factors such as age, traffic volume, surface conditions, nature of the maintenance, public safety hazards, and available funding.

Existing street and traffic control signs shall conform to the City of College Station’s standards within ninety (90) days of the effective date of annexation. The City will install traffic control signs in accordance with College Station’s standards for same within ninety (90) days of the effective date of annexation.

G. Parks and Recreation Facilities

The City of College Station is not aware of the existence of any publicly-owned parks, public playgrounds, or public swimming pools in the proposed annexation area. In the event any such facilities exist, they will be maintained to the same degree and extent that the City maintains such parks, playgrounds and swimming pools within the current City limits.

H. Other Publicly-Owned Buildings and Facilities

The City of College Station is not aware of the existence of any publicly-owned buildings in the proposed annexation area. In the event any such facilities exist, they will be maintained to the same degree and extent that the City maintains such facilities within the current City limits.

Additional Services

A. Building Permitting and Inspections

Upon the effective date of annexation, the City will provide building permits and inspection services. This service will be made available to the annexed areas on the same basis and at the same level of service as similar facilities throughout the City. Service is provided on a “cost recovery” basis, and permit fees partially offset the costs of services delivered. Construction activities underway prior to annexation may continue provided that all construction after annexation complies with City codes and ordinances.

All permits required by City codes and ordinances must be obtained for construction underway at the time of annexation. Permit fees will be waived for building construction underway prior to annexation.

B. Planning and Development Services

Planning and development services will be made available on the effective date of the annexation. Upon annexation, planning and development services will be provided by way of the Unified Development Ordinance, the Comprehensive Plan, and other applicable codes and standards. The Comprehensive Plan contains information on future land use and character. It also includes a growth management and capacity section designed to accommodate growth by matching land use intensity with planned infrastructure. Upon annexation, all properties will be zoned R (Rural). The Comprehensive Plan will be used as the basis for evaluating rezoning requests after annexation.

C. Animal Control

The Police Department will provide animal control service upon the effective date of annexation. Animal control services include response to and investigation of reported animal bites, response to reports of stray or “at large” animals, and response to and investigation of animal cruelty and neglect reports.

D. Code Enforcement

Code enforcement services will be made available on the effective date of annexation. Code enforcement services include response to and investigation of nuisance issues, sanitation issues, illegal signs, abandoned or inoperable motor vehicles, property maintenance issues, and zoning violations.

E. Economic and Community Development

Economic and community development services will be made available on the effective date of annexation. Economic and Community Development services include the City’s HOME Investment Partnership Grant programs (rehabilitation assistance and minor repair programs as well as the down payment assistance program) and Community Development Block Grant (CDBG) Funds. CDBG Funds can be used for economic development and the construction and rehabilitation of various parks, public facilities, and infrastructure in income eligible areas. These funds may also be used for disaster relief and recovery efforts.

F. Recycling Collection

For residential customers electing solid waste collection from the City of College Station, curbside recycling collection is also provided once per week. Items accepted in the curbside recycling program include:

- Newspapers, magazines, and phone books
- Aluminum and steel food cans
- Clear and brown glass
- Plastic bottles
- Lead acid car batteries

IV. WATER AND WASTEWATER SERVICE PROVISION

This Water and Wastewater Service Plan (“Plan”) provides a program under which the City of College Station will provide full municipal services to the annexed area. For the purpose of this plan, “full municipal services” includes water and sewer services provided by the City within its full-purpose boundaries. The level of water and sewer service, infrastructure, and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. The City will not provide water or wastewater service in areas where another entity holds the CCN unless or until the City of College Station acquires the CCN. Municipal services may be provided by any of the methods by which the City provides services to other comparable areas within the City. All services will be provided within the time provided in the TEXAS LOCAL GOVERNMENT CODE SEC. 43.056(B). The City may extend facilities under this plan or otherwise serve these areas through the use of *Impact Fees* as permitted under CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

Wastewater facilities for future development that increases densities beyond the capital improvements specified in this plan will be extended in accordance with the City’s Water and Wastewater policy in existence at the time of development. The water and wastewater extension policy is discussed in Section V, Water and Wastewater Capital Improvements. In general, the policy for extension of utility service is development driven, meaning that utility line extensions are typically installed by developers, in conjunction with development projects. The City may accept ownership and maintenance of major facilities, such as gravity sewer lines, manholes, lift stations and/or wastewater package plants, as required by the particular development. The City may elect to pay for upgrades or oversize of infrastructure projects being installed by developers. As an area develops, developers or homeowners extend water distribution and wastewater collection lines to individual lots.

Generally, until an area becomes densely populated, the cost of utility extension is not feasible to be borne by a few lot owners. Also, in the case of wastewater treatment, developments with large lots will normally be constructed with on-site sewage treatment facilities that are privately owned and operated.

Water

The annexation area is in the water CCN service territory of Wellborn Special Utility District. The City of College Station does not have the right to provide water service in the annexation area, therefore, no water infrastructure will be provided by the City after annexation.

Wastewater

Wastewater service in the annexation area is currently provided by private on-site sewer facilities. The City recently installed a 12-inch gravity sewer main along the west side of Royder Road. Future development within the annexation area may access this sewer main through a combination of gravity lines and/or force mains.

As in other areas of College Station with similar topography, land use, and population density, the area currently served by private sewer treatment systems will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

V. CAPITAL IMPROVEMENTS

Should the City make capital improvements to serve the annexed areas, the City reserves the right to levy an impact fee to the properties annexed according to Chapter 395 of the TEXAS LOCAL GOVERNMENT CODE and the City's Code of Ordinances. The City may, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Council through its development plans and policies.

A. Police Protection (including animal control)

No capital improvements are necessary at this time to provide Police Services to the proposed annexation area. Police protection will be provided to the annexed areas through existing City facilities at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use, and population density similar to those reasonable contemplated or projected in the area.

B. Fire Protection (including EMS)

No capital improvements are necessary at this time to provide Fire Protection to the proposed annexation area. Fire protection will be provided to the annexed areas through existing City facilities and mutual aid agreements at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

C. Solid Waste Collection

No capital improvements are necessary at this time to provide solid waste collection to the proposed annexation area. Solid waste collection services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

D. Maintenance of Public Roads and Streets

No capital improvements are necessary at this time to provide right-of-way maintenance. Maintenance will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation. Any future improvement and/or enlargement of roads within existing rights-of-way will be included in future capital improvement programs in compliance with the City's thoroughfare plan and/or as needed to facilitate the maneuvering of emergency and sanitation service vehicles.

E. Parks, Playgrounds and Swimming Pools

No capital improvements are necessary at this time to provide parks and recreation services to the proposed annexation area. Parks and recreation services will be provided through existing facilities at a level of service not less than exists in the area immediately preceding annexation.

Additional park development in the annexed areas will be addressed through the development standards and procedures of the City as residential development occurs. Such park development includes, but is not limited to, dedication of park land and/or money in lieu of land in accordance

with the City of College Station Unified Development Ordinance and an existing interlocal agreement with the College Station Independent School District.

F. Other Public Buildings and Facilities

No capital improvements are necessary at this time to provide other public buildings and facilities to the proposed annexation area. Other public facilities, buildings or services will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation.

WATER AND WASTEWATER CAPITAL IMPROVEMENTS

The water and wastewater utility extension policy of the City of College Station is as follows:

The cost of off-site extension of water and wastewater facilities to serve a lot, tract, plat, or land development shall be borne by the owner or developer of the lot, tract, plat, or land by direct installation or through the use of *Impact Fees*. Where such extension is consistent with plans for the development of the City and its utility system the City may, by decision of the City Council, participate in the cost of construction so as to provide for additional capacity for the overall development of an area.

The cost of water and wastewater facilities necessary to serve existing lots or new development within a subdivision plat or land development shall be borne by the lot owner or developer of the plat or land by direct installation or through the use of *Impact Fees*. Standard tap fees or other installation fees in effect on a citywide basis are in addition to impact fees levied.

Water

No water infrastructure will be provided to this area after annexation. The annexation area is located within the water CCN service territory of Wellborn SUD. Therefore, the properties will continue to be served by Wellborn SUD after annexation.

Wastewater

Properties within the annexation area are either vacant or served by private on-site sewer treatment systems. Properties currently served by private on-site systems will continue to be served by said systems until such time development and/or redevelopment warrants the extension of an organized sanitary collection system.

VI. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of College Station to provide the level of services required by State law. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

VII. TERM

This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of the City Council.

VIII. AMENDMENTS

The service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to the TEXAS LOCAL GOVERNMENT CODE, Section 43.056 (VERNON 2008 and VERNON SUPP. 2009).

Annexation Service Impacts



CITY OF COLLEGE STATION
Planning & Development Services

Summary Report

26 February 2015

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Background

There are many reasons a city considers annexation. These include securing a tax base, utility extensions, implementing planned land uses and thoroughfares, providing for a safe built environment, protecting sensitive lands, preserving unique areas, and affording room for future growth. Historically, annexation has been a very important factor in sustaining the population growth of Texas cities and it continues to serve as a critical component of a city's growth management strategy. Legislative changes at the state level have made annexations more difficult for Texas cities and there are many considerations when employing this strategy in any community.

An important part of any annexation consideration is the anticipated impact caused on the city's service delivery system, including the immediate "day after" services as well as the ultimate costs and revenues expected upon full build-out of the annexed area. This report is intended to present these cost considerations.

Area Description

A map of the area currently under consideration for annexation under the exempt status is included as appendix B. A general description of the area is provided below:

The proposed annexation area contains approximately 233 acres, 47 dwelling units, and has an estimated population of 112 residents. It is generally bordered by Royder Road, Greens Prairie Trail, and FM 2154 (aka Wellborn Road). The annexation area contains approximately two miles of public roadway.

Annexation Considerations

Growth Management and Capacity

Chapter 8 of the City's Comprehensive Plan addresses Growth Management & Capacity. The purpose of Chapter 8 is to establish the necessary policy guidance and associated strategies to enable the City to manage its ongoing physical growth and development in a sensible, predictable, and fiscally-responsible manner. In terms of future annexations, Chapter 8 provides Map 8.1 (Potential Annexation Priorities and Phasing) and Table 8.1 (Annexation Considerations). With respect to annexation timing, Map 8.1 designates the northern portion of the proposed annexation area as "Immediate" and the remainder as "Near Term". "Immediate" means the area should be considered for annexation within zero to three years of the adoption of the Comprehensive Plan. "Near Term" means the annexation should be considered within three to ten years from adoption of the Comprehensive Plan. The Comprehensive Plan was adopted in May of 2009.

Table 8.1 (Annexation Considerations) provides the following reasons to consider annexing the area:

- Provides control of gateway frontage (FM 2154);
- Part or all of area qualifies for a non-annexation development agreement;
- Area is adjacent to the city on two or more sides; and
- Preservation of existing character.

Other Planning Considerations

Annexation of the proposed area should be also be considered to enable land use control, provide effective thoroughfare planning, and provide for safe building construction.

Utilities

The proposed annexation area is totally within the Wellborn Special Utility District's water service area and is currently served by that entity. The area is also completely within the electric service territory of Bryan Texas Utilities.

Capacity to Annex

Chapter 43 of the Texas Local Government Code allows cities to annex up to ten percent of its size in any given year. This amount is allowed to be accrued and may accumulate for up to three years. Currently, College Station may annex up to 9,600 acres. The total area under consideration with this proposal is 233 acres or 2.4 % of the area allowed to be annexed by State law.

Immediate Impacts of Annexation

The first cost consideration presented in the report involves those services that are provided immediately upon annexation. These typically include police services, fire protection, emergency medical services, solid waste collection, public right-of-way maintenance, utility maintenance (as applicable), code enforcement, development services, and building permitting and inspections. The Departments responsible for these services have provided information to assess the potential impact of annexing the area under consideration. The following is a summary of the initial impacts:

Police Services

The area proposed for annexation will have a minimal impact on the Police Department's ability to provide services. The land uses as proposed, do not create a need for more officers at this time and should pose minimal budget implications. Should development continue in the proposed annexation area, there is a possibility that beats will have to be restructured to adequately distribute the additional workload. If the workload becomes unmanageable and response times increase to an unacceptable level, the need for an additional beat will become a necessity. To cover an additional beat 24 hours a day, seven days a week would take an additional five officers. The Police Department will monitor the area and respond appropriately to the demand for emergency services.

Fire Services

Annexation of the area will have a moderate impact on the Fire Department's service levels. As with any potential annexation there will be impacts on the Fire Department's ability to deliver services within designated drive times. A future fire station (number seven) that houses staffing for one fire engine and one ambulance is proposed to be located within the annexation area. The City has an agreement with the College Station Independent School District regarding two acres of property within the annexation area. With the purchase of a 3,000- gallon water tanker and a grass firefighting truck, the Fire Department is in a better position to effectively respond to off-road areas and other areas not adequately covered by fire hydrants. The Fire Department will continue to work with the Brazos County Emergency Services Districts through existing mutual aid agreements to protect newly-annexed areas as growth occurs.

Solid Waste Collection

The proposed annexation area can be served by the Sanitation Division without additional personnel or collection equipment. Existing homes and businesses in the annexation area currently served by private waste service providers may elect to have the City provide solid-waste collection immediately after annexation or continue to use a private provider for a period of two years after the effective annexation date.

Public Works – Thoroughfares and Street Maintenance

Annexing the proposed area will have a moderate impact on the City's ability to maintain streets and drainage. Should development continue in the proposed annexation area, there is a possibility that additional staff and equipment will be needed to handle

the increased workload. Following annexation, Public Works will monitor the area and respond appropriately to any increased demand for services.

Traffic Signal System

The proposed annexation area includes the intersection of Wellborn Road (FM 2154) and Greens Prairie Trail. Brazos County is currently developing construction plans to extend Greens Prairie Trail across the Union Pacific railroad and connect with I&GN Road in the county. The plans include the signalization of the intersection on Greens Prairie Trail and Wellborn Road, which would become the City's maintenance responsibility upon annexation. The City has inquired with the County about including in the construction plans the City's equipment specifications developed as part of the ITS Master Plan. Additionally, fiber will need to be extended to this intersection for communication purposes.

Building Permits and Inspections

Building plans review and building inspections for the areas under consideration can be provided without adversely impacting current service levels.

Code Enforcement

Code Enforcement services for the areas under consideration can be provided without adversely impacting current service levels.

Planning

The proposed exempt annexation areas will not adversely impact current planning service levels. The Planning and Development Services Department currently services this property by way of administration of Article 8, Subdivision Design and Improvements of the CITY OF COLLEGE STATION UNIFIED DEVELOPMENT ORDINANCE. Upon annexation, planning and development services will expand to include other portions of the UNIFIED DEVELOPMENT ORDINANCE as applicable.

Wastewater

Wastewater service is currently provided to a portion of the proposed annexation area. A new 12-inch sewer main was recently installed along the west side of Royder Road. Should the service plan reveal a need for additional wastewater service to the area, additional infrastructure and/or the expansion of existing facilities may be required.

Transportation

There are existing roads in the annexation area that are identified on the City's thoroughfare plan. These roads do not currently meet the cross-section called for by the thoroughfare plan and will need to be upgraded at some point in the future. Thoroughfare improvements typically occur as part of the development/redevelopment process or through the City's Capital Improvement Projects process.

Fiscal Impact Analysis

Short-Term Fiscal Impact

Ad Valorem Tax Revenue - The current assessed value of all property in the proposed annexation area is \$13,948,600. Based on the current City of College Station tax rate of 45.25 cents per \$100 of appraised valuation, the City could expect to receive annual property tax revenues of approximately \$59,485 from the area. This figure excludes the property owned by CSISD. Based on the current annexation schedule, the City will not begin receiving property tax revenues from the annexation area until late 2016.

Sales Tax Revenue – There are no retail establishments within the proposed annexation area. Therefore, no sales tax revenue is expected.

Surveying Costs - A survey of the annexation area was prepared at a cost of \$3,082.50.

Compensation to Emergency Services District (ESD) No. 1 - State law requires cities to provide compensation to the Emergency Services District for territory loss due to annexation. The amount of compensation varies based on the appraised value of the annexation area and the amount of the district's debt. The proposed annexation area is currently served by Brazos County Emergency Services District (ESD) No. 1. Therefore, the City will need to provide compensation according to state law. For the purposes of this report, an estimated payment of \$10,000 is assumed.

Summary of Short-Term Fiscal Impact

Costs (one-time)*	\$(13,082)
<u>Revenue (annual)</u>	
Property Tax	\$59,485

* Estimated one-time costs include \$10,000 to compensate ESD No. 1 for lost territory

Full Build-Out Scenario

The fiscal-impact analysis used here is a tool that estimates the annual costs and revenues that the City will incur once the annexed property is fully developed. This information is provided to help project the need for municipal services, to monitor the costs of land use decisions, and to give officials information for making growth and planning decisions.

For this analysis the Service Standard Method was used¹. A spreadsheet showing the details is included as Appendix A. This analysis should be treated as an estimate based upon the best data available. In addition, it is important for decision makers using this information to understand the assumptions upon which it is based.

1. In this model it is assumed that the current level of municipal services in College Station will be maintained in the newly-annexed area.
2. This analysis provides estimates for the area once it fully develops. The costs / benefits in the interim will vary but initial costs to the City tend to be higher until the area fully develops.
3. All costs and revenues are in current dollars based on current budget data.
4. The model is based on existing tax and utility rates that may change over time. Future changes to the land use plan may also alter future fiscal impacts.

Demands and Costs

This analysis uses a combination of the existing land uses and the future land use designations in the proposed annexation area (Rural, Wellborn Institutional/Public, and Wellborn Restricted Suburban) to estimate the population for the annexation area. Using land use descriptions provided in the Wellborn Community Plan, the average number of dwelling units for the residential areas was calculated. Census data for persons per household was then used to calculate the projected population.

Existing service levels for the City were used to estimate the demand for City services in the proposed annexation area. An equal level of service was applied to the annexation area to yield the demand for services. Costs per year for the demanded services were calculated using cost ratios to compensate for the varied nature of service provided by different departments. This resulted in a cost per year to provide the existing level of service to the proposed annexation area at full build-out.

Revenues

Revenues were calculated for property taxes and utility fees. These estimates were determined by applying current revenues from similar areas in the City to the projected development pattern in the annexation areas.

1 - More information on this method is available in *The Fiscal Impact Handbook* by Robert Burchell & Davide Listokin

Conclusion

The following table summarizes the results of the fiscal-impact analysis. Based on the results of the fiscal-impact analysis, this annexation will result in annual deficit of \$91,351 upon full build-out. It is important to note that this model does not capture any revenue from “one time” charges such as building permit or development fees.

As mentioned before, future changes in the Land Use Plan or development patterns may affect these projections. This estimate excludes any costs associated with transportation improvements that may be the responsibility of the City. Those costs will be determined through development of the service plan.

**Summary of Fiscal Impact Analysis
at Full Build Out**

Costs	\$(402,121)
Property Tax Revenues	\$178,474
Utility Revenues	\$132,296
Total Annual Fiscal Impact	\$(91,351)

Note: Potential revenues from building permit fees (not included in the above) constitute a one-time positive impact of \$117,800 over the projected life of the development.

Methodology for Revenue Calculations

Property Taxes

- \$173,135 = Average homestead valuation for “Single Family Medium.” Value is based on average provided by Brazos County Appraisal District and current city property tax rate (45.25 cents per \$100 of appraised value).

Residential Utility Amounts

- \$14.40 = Average monthly residential sanitation bill (provided by Utility Customer Service)
- \$37.49 = Average Monthly Residential Wastewater Bill (provided by Utility Customer Service)

Utility Charges

Electricity

The proposed annexation area is served by Bryan Texas Utilities. No electric utility revenue is expected from the area.

Water

The proposed annexation area is served by Wellborn Special Utility District. No water revenue is anticipated from the area.

Wastewater

The City currently provides wastewater service to a portion of the annexation area. It is estimated that, upon build-out, the city will have 152 new residential sewer connections with a monthly rate of \$37.49 each. It is also anticipated that CSISD will construct two facilities within the area. The annual wastewater revenue for the CSISD facilities was estimated based upon an existing facility.

Sanitation

The proposed annexation area will have City sanitation services. Revenues were calculated by multiplying the monthly residential rate (\$14.40) by the estimated number of residential units in the area. It is also anticipated that CSISD will construct two facilities within the area. The annual sanitation revenue for the CSISD facilities was estimated based upon an existing facility.

Projected Miscellaneous Revenues

- Single family units were calculated based upon the City’s Building Permit Fee Schedule. An additional \$100 is added per unit to represent miscellaneous permit fees such as electrical, mechanical, and plumbing.
- All inputs are based upon average calculated values.

Appendix A

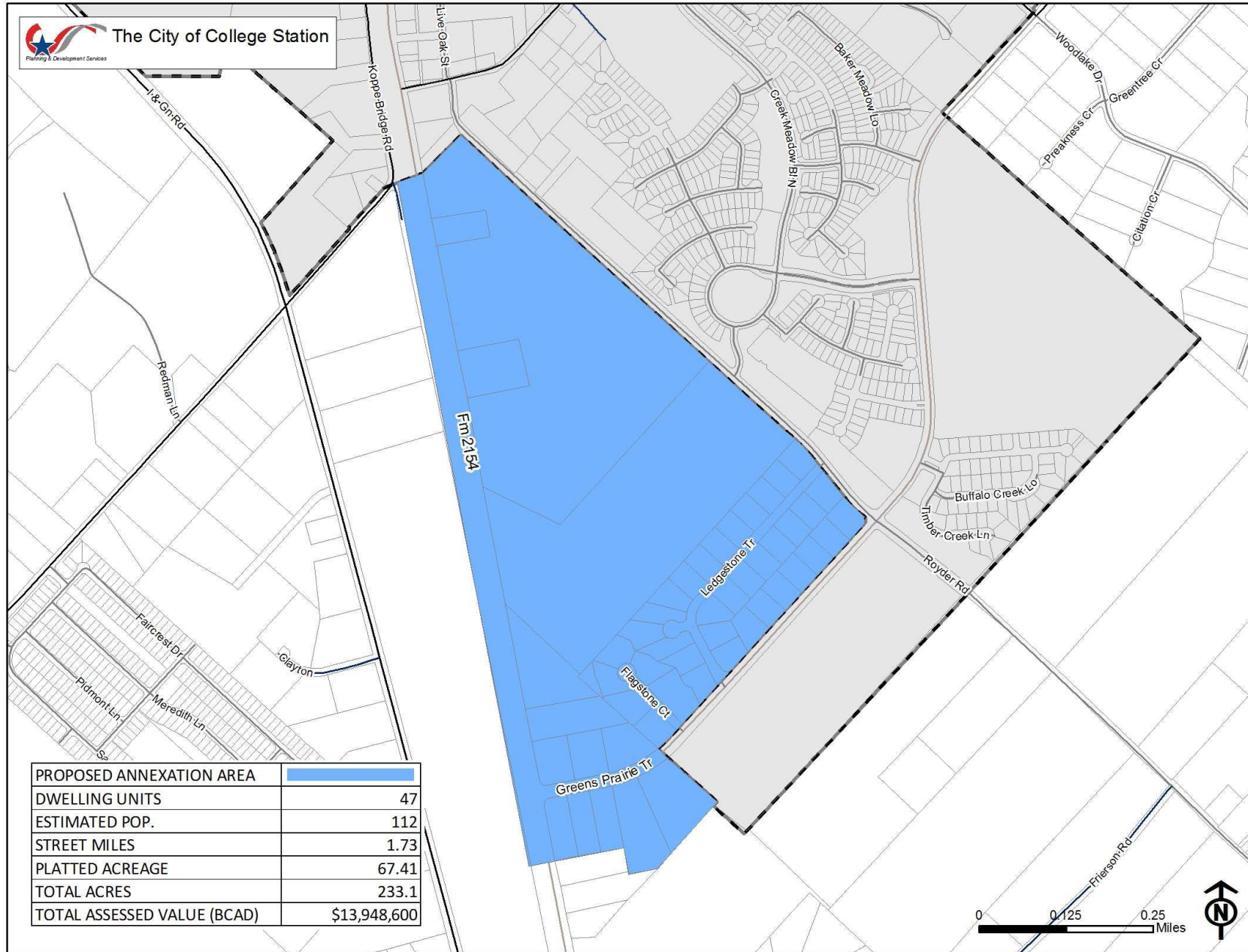
Anticipated Population	Government Function	Number of Employees	Manpower Ratio	Budget 2014 - 2015	\$ Per Employee	Future Employees	Add'l Annual Operating Cost	Capital to Operating	Add'l Annual Capital Cost	Total Cost To Public
362	Fiscal Services	41.00	0.40	\$ 3,362,802	\$ 82,020	0.15	\$ 11,921	0.004	\$ 48	\$ 11,969
	General Government	152.00	1.49	17,895,826	117,736	0.54	63,440	0.010	634	64,074
	Police	202.50	1.98	18,708,994	92,390	0.72	66,323	0.058	3,847	70,169
Total December	Fire	146.00	1.43	15,079,831	103,287	0.52	53,457	0.063	3,368	56,825
2014 Population	Streets/Traffic/Drainage	46.00	0.45	6,865,289	149,245	0.16	24,337	0.777	18,910	43,247
	Wastewater	49.00	0.48	7,248,568	147,930	0.17	25,696	1.936	49,747	75,443
102,117	Sanitation	35.50	0.35	7,657,521	215,705	0.13	27,146	0.114	3,095	30,240
	Utility Billing	29.00	0.28	2,329,034	80,312	0.10	8,256	0.010	83	8,339
	Parks	106.50	1.04	9,474,279	88,960	0.38	33,586	0.245	8,229	41,814
Total College Station		807.50		\$ 88,622,144		2.86	\$ 314,161		\$ 87,959	\$ 402,121

General Government includes: General Government, Information Technology, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering, Landscape and Irrigation Maint.), and Fleet Maintenance.

Notes:

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing water service in this area.
3. The City will not be providing electrical service in this area.

Appendix B





Legislation Details (With Text)

File #: 15-0126 **Version:** 1 **Name:** Brazos County MUD No. 1 Development Agreement
Type: Agreement **Status:** Agenda Ready
File created: 2/25/2015 **In control:** City Council Regular
On agenda: 3/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding the approval of a Development Agreement associated with Brazos County Municipal Utility District No. 1.
Sponsors: Lance Simms
Indexes:
Code sections:
Attachments: [Vicinity Map](#)
[MUD Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a Development Agreement associated with Brazos County Municipal Utility District No. 1.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City
- Neighborhood Integrity
- Diverse Growing Economy

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

Summary:

In March 2014, the City Council granted the landowner’s petition to create Brazos County Municipal Utility District (MUD) No. 1 within the City’s Extraterritorial Jurisdiction (ETJ). As provided for in the City’s adopted MUD policy, staff has negotiated a development agreement associated with the creation of the MUD. A form of the utility agreement and the strategic partnership agreement is attached to the development agreement, however, these agreements will be approved by the City Council at a later date.

A summary of each agreement is provided below:

Development Agreement - Extends the City’s planning authority over the District’s property. This is important given the District is located entirely within the City’s ETJ. The development agreement addresses land use, density, compliance with construction codes, and development standards comparable to development within the City.

Utility Agreement - Addresses the provision of City water and sewer service to the MUD. The District

will be responsible for all design and construction costs for all off-site and on-site water and wastewater infrastructure associated with the development. The City is responsible for providing the required water and wastewater capacity to serve development within the District.

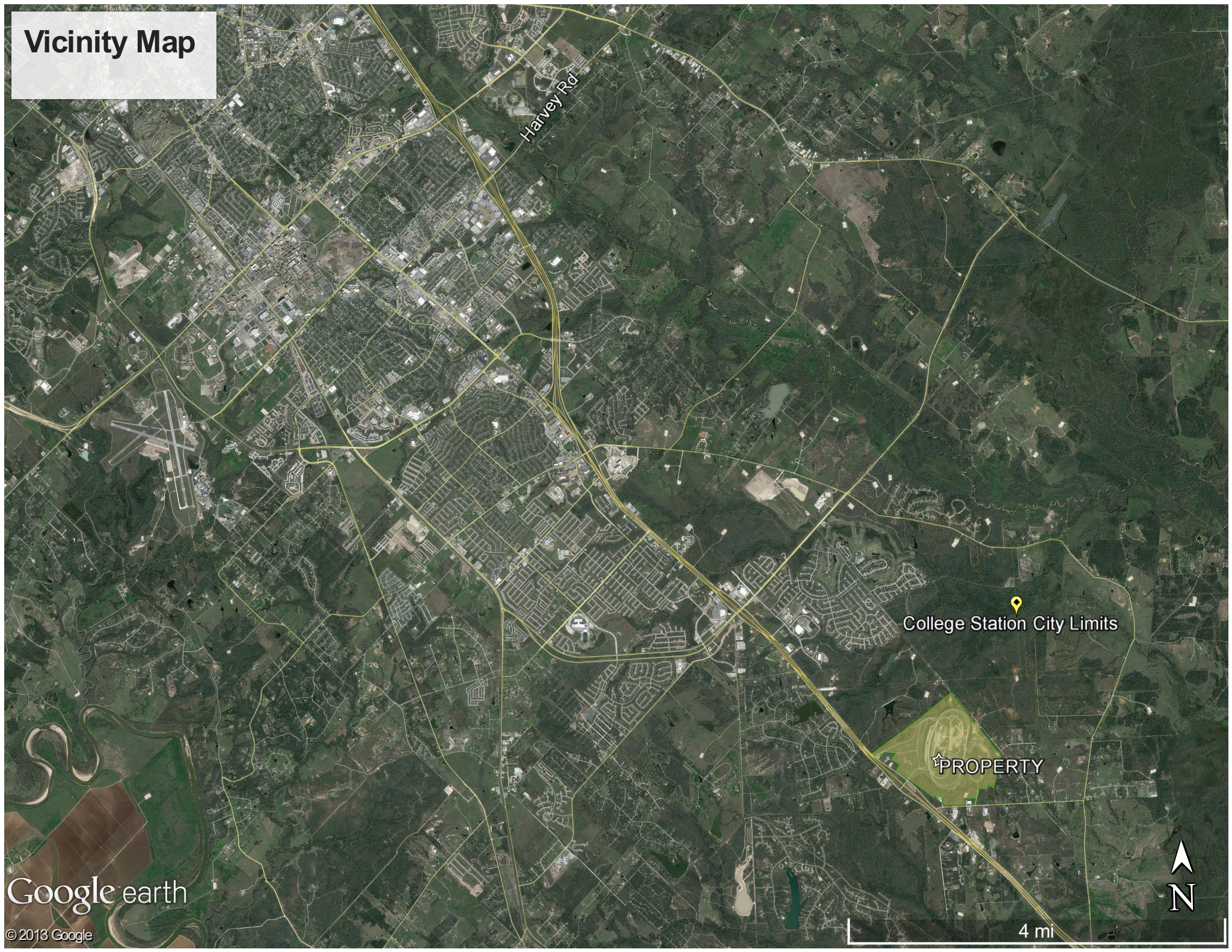
Strategic Partnership Agreement - Outlines the terms and conditions for the annexation of the District into the City limits.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Development Agreement

Vicinity Map



Harvey Rd

College Station City Limits

PROPERTY

Google earth

© 2013 Google

4 mi



DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION, TEXAS,
AND
MCALISTER OPPORTUNITY FUND 2012, L.P

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between MCALISTER OPPORTUNITY FUND 2012, L.P., a Delaware limited partnership, its successors or assigns ("Developer"), and THE CITY OF COLLEGE STATION, TEXAS ("City") to be effective on the date on March 12, 2015 (the "Effective Date").

RECITALS

The Developer owns approximately 552.905 acres of land in Brazos County, Texas, that lies in the extraterritorial jurisdiction of the City and that the Developer intends to develop for single-family residential and commercial uses.

The City wishes to provide for the orderly, safe and healthful development of the Tract (as defined herein).

The Developer desires to develop a high quality master- planned community on the Property; and, the Developer represents that securing the financing for the purchase and development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Tract.

The City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

The Developer desires to join in the execution of this Agreement for the purpose of securing the long-term certainty in the regulatory requirements and development standards by the City regarding the Tract, in exchange for its agreement that the terms and conditions of this Agreement will be a covenant running with the land and be binding on all future developers.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

City means the City of College Station, Texas.

District means Brazos County Municipal Utility District No. 1.

General Plan means the plan for the physical development and use of the Tract as shown in Exhibit B and as amended from time to time with the approval of the City.

Developer means McAlister Opportunity Fund 2012, L.P., a Delaware limited partnership.

Tract means the approximately 552.905 acres of land to be developed by Developer, as described in Exhibit A.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	General Plan (GP)
Exhibit C	Form of Annexation Notice
Exhibit D	Form of Strategic Partnership Agreement (SPA)
Exhibit E	Public Infrastructure Improvements
Exhibit F	Form of Restrictive Covenants
Exhibit G	Form of Utility Agreement

ARTICLE II. GENERAL PLAN, PLATTING, AND DEVELOPMENT STANDARDS

2.1. Development Agreement under Sec. 212.172, Texas Local Government Code.

a. *Development Regulations.* The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Tract. This Agreement constitutes a development agreement between the City and Developer within the extraterritorial jurisdiction of the City for the purpose of extending the following City development regulations to the Tract. With the exception of Sections (a) (2), (a)(4) and (a)(10) below, the Developer will be governed by those development regulations below in effect as of the date of this Agreement. In the event of a conflict between City development regulations below and this Agreement, this Agreement shall control.

(1) Building Setbacks. Developer agrees to utilize the GC (General Commercial) building setbacks for the areas identified as "General Commercial" on the General Plan. Developer agrees to utilize the Townhome or Multi-Family building setbacks, as appropriate, for the area identified as "Urbar" on the General Plan. The aforementioned setbacks are as described in Article 5, District Purpose Statements and Supplemental Standards, of the Unified Development Ordinance (UDO) of the City, effective as of the date of this Agreement. Developer also agrees to utilize the minimum building setbacks provided below for areas identified as "General Suburbar" on the General Plan:

- Front setback-20 feet
- Rear setback-20 feet
- Side setback-5 feet
- Side street setback-15 feet

(2) Building Regulations. Developer agrees to comply with Chapter 3, Building Regulations, of the City of College Station Code of Ordinances governing building codes, plan review, building permits, building inspections, and permit fees as amended. During the term of this Agreement, the City's Building Regulations may be modified, supplemented and amended to make them consistent with generally accepted standards imposed by governmental entities in the construction of buildings in the Brazos County area. The parties agree that any such modifications, supplements and amendments as are necessary to ensure that these standards are consistent with modern technology, engineering practices and construction techniques will be made. All such modifications, supplements and amendments shall be uniformly applied to all

development governed by Chapter 3 of the Building Regulations and the College Station Code of Ordinances.

(3) Sign Regulations. Developer agrees that all signs on the Tract will comply with Article 7.5, Signs, of the UDO of the City effective as of the date of this Agreement.

(4) Infrastructure. Developer will design and construct all internal and off-site infrastructure in accordance with City's design guidelines and subdivision standards as described in Article 8 of the UDO effective as of the date of this Agreement. The parties agree that during the term of this Agreement, the City's infrastructure guidelines and subdivision standards as described in Article 8 of the UDO may be modified, supplemented and amended by the City to make them consistent with generally accepted standards imposed by governmental entities on the design and construction of public improvements within Brazos County. The parties agree that only such modifications, supplements and amendments as are necessary to ensure that these standards are consistent with modern technology, engineering practices and construction techniques will be made. All such modifications, supplements and amendments shall be uniformly applied to all development governed by Article 8 of the UDO.

(5) Platting. The Developer is required to plat any subdivision of the Tract in accordance with the applicable provisions of the UDO in effect as of the date of this Agreement.

(6) Non-Residential Architecture (NRA) Standards. The Developer agrees to comply with the City's Non-Residential Architectural (NRA) standards contained in Article 7 of the UDO in effect as of the date of this Agreement.

(7) Off-Street Parking Standards. The Developer agrees to comply with the Off-Street Parking Standards contained in Article 7 of the UDO, in effect as of the date of this Agreement.

(8) Access Management and Circulation. The Developer agrees to comply with the City's access management and circulation standards contained in Article 7 of the UDO in effect as of the date of this Agreement.

(9) Landscaping and Tree Protection. The Developer agrees to comply with the City's landscaping and tree protection standards contained in Article 7 of the UDO in effect as of the date of this Agreement.

(10) Flood Hazard Protection. The Developer agrees to comply with the City's Flood Hazard protection standards contained in Chapter 13 of the College Station Code of Ordinances. The parties agree that during the term of this Agreement, the City's Flood Hazard protection standards as described in Chapter 13 of the College

Station Code of Ordinances may be modified, supplemented and amended by the City to make them consistent with generally accepted standards imposed by governmental entities within Brazos County. The parties agree that only such modifications, supplements and amendments as are necessary to ensure that these standards are consistent with modern technology, engineering practices and construction techniques will be made. All such modifications, supplements and amendments shall be uniformly applied to all development governed by Chapter 13 of the College Station Code of Ordinances.

(11) Site plan Review. The Developer agrees to comply with the City's site plan submittal and review standards as contained in Section 12-3.6 (Site Plan Review) of the UDO effective as of the date of this Agreement.

(12) Development Fees. The Developer agrees to pay all development-related fees as if the District was located inside the City. Such fees include, but are not limited to, building permit fees, sign permit fees, infrastructure review fees, and site plan application fees, as amended. Fees are established by City Council Resolution and subject to change from time to time. Such fees shall be uniformly applied to all development governed by the City.

b. *Permit.* This Development Agreement constitutes a permit under Chapter 245, Texas Local Government Code as permitted under Sec. 212.172(g), Texas Local Government Code.

2.2. General Plan and Land Use; Amendments. The General Plan attached hereto as **Exhibit B** is approved. It is the intent of the parties that Developer will develop the entire Tract in accordance with the General Plan. The General Plan may be amended with approval of the City Council unless the amendment is a Minor Modification as defined herein. Minor Modifications to the General Plan are authorized under this Agreement upon review and approval of the City Manager or its authorized designee. An approved Minor Modification to the General Plan will be evidenced by a filed memorandum filed by the City Manager, or its designee with the City Secretary with notice provided to the Developer. A Minor Modification would include, but is not limited to:

- i. A change in a particular land use category (other than civic or park) that results in a net increase or decrease of less than 10% of the acreage allocated to such category, or a series of modifications that would collectively result in a net increase or decrease of less than 15% of the acreage allocated to such land use category (excluding civic or park); or
- ii. An adjustment in the alignment of a roadway of less than 1000 linear feet in any direction; or

- iii. An adjustment or relocation of public utility infrastructure if approved by the City Manager or designee; or
- iv. Any modification that is an elaboration, refinement or clarification of the General Plan and deemed to be a Minor Modification by the City Manager.

2.3. Public Infrastructure. All of the District's public infrastructure, including water, sewer, drainage facilities, road infrastructure, and storm water detention facilities, are described on **Exhibit E**, which is attached hereto and incorporated herein for all purposes.

a. *Water, Sewer, and Drainage Facilities*. Developer agrees that all water, sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances including the City's Design Standards in effect as of the date of this Agreement. The parties agree that during the term of this Agreement, the City's applicable City regulations and ordinances related to water, sewer and drainage facilities may be modified, supplemented and amended by the City to make them consistent with generally accepted standards imposed by governmental entities on the design and construction of such public improvements within Brazos County. The parties agree that only such modifications, supplements and amendments as are necessary to ensure that these standards are consistent with modern technology, engineering practices and construction techniques will be made. All such modifications, supplements and amendments shall be uniformly applied to all development governed by the City. The Developer is responsible for the design and construction of all internal and off-site water, sewer, and drainage facilities to serve the Tract. The City will provide retail water and sewer service to customers within the Tract, all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit G**. Following acceptance by the City, the water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement.

b. *Road Infrastructure*. Developer has prepared or will prepare a Traffic Impact Analysis ("TIA") in accordance with the City's UDO, in a form acceptable to the City in accordance with this Section 2.3(b). The Developer will prepare a TIA at such time that development in the District reaches 250 residential lots. After such time, the Developer also agrees to update the TIA as needed to address changed assumptions as commercial uses develop. The Developer will be responsible for the design and implementation of any mitigation measures identified in the TIA within the boundaries of the District. To the extent the TIA identifies road improvements required outside the boundaries of the District, the Developer will be responsible only for those improvements (or portions thereof) that are shown to be necessitated by and roughly proportional to development in the District.

c. *Storm Water Detention Facilities.* Developer or the District shall design, construct, finance, and maintain storm water detention facilities to serve the Tract as described on **Exhibit E** attached hereto.

2.4. City's Agreement Regarding Annexation of the Tract. Notwithstanding its rights and powers under existing or subsequently enacted law, the City agrees not to annex, in whole or in part, the District except as provided for in the Strategic Partnership Agreement attached hereto as **Exhibit D**.

ARTICLE III. NOTICE OF ANNEXATION

3.1. The Developer shall file a notice in the real property records of Brazos County stating that the City may annex the District as provided by state law. The form of such notice is attached hereto as **Exhibit C**.

ARTICLE IV. DEFAULT AND TERMINATION

4.1 Breach of Agreement. If a party to this Agreement believes that another party has, by act or omission, committed a breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

4.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 4.4 or 4.5.

4.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may exercise the applicable remedy under Section 4.4 or 4.5.

4.4. Remedies.

a. If the City determines that Developer has committed one or more breaches of this Agreement, the City may file suit in a court of competent jurisdiction in Brazos County, Texas and seek damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with Developer under Section 4.5. The City may seek different remedies as specified in this section for different breaches.

b. If Developer determines that the City has committed one or more breaches of this Agreement, Developer may file suit in a court of competent jurisdiction in Brazos County, Texas, seek damages to the full extent allowed by law, seek specific performance of this Agreement to the full extent allowed by law, or seek mediation with the City under Section 4.5. Developer may seek different remedies as specified in this section for different breaches.

4.5. Mediation

Before filing suit or seeking any other remedy for breach of this Agreement, the parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute,

disagreement, or controversy that arises between the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation.

ARTICLE V. FIRE PROTECTION

5.1 Fire Station. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby grants to the City an option (the "Option") to purchase from the Developer a two (2) acre site (the "Option Site") within the Tract for the sole purpose of construction and operation of a public fire station, subject to the following terms and conditions:

- a. *Location of the Option Site*. The Developer and the City shall agree on the exact location of the Option Site within three hundred sixty five (365) days after the date hereof. The Option Site shall have reasonable access to the overpass located at or near the intersection of Highway 6 and the main entrance to the development.
- b. *Option Period*. The term of the Option (the "Option Period") shall commence on the Effective Date of this Agreement and shall expire at 5:00 p.m. Houston, Texas, time on the tenth (10th) anniversary of the Effective Date of this Agreement unless the City exercises the Option in accordance with the terms hereof. If the City has not exercised the Option or purchased the Option Site by the expiration of the Option Period, the Option shall be of no further force or effect, and the Developer shall be free to develop or sell the Option Site.
- c. *Exercise of Option*. Subject to the provisions of Section 5.1.g below, the City may exercise the Option at any time prior to the expiration of the Option Period by delivering written notice to the Developer (the "Exercise Notice") in accordance with Section 7.5 of this Agreement.
- d. *Purchase Price*. The purchase price (the "Purchase Price") for the Option Site shall be the then current Fair Market Value (as hereinafter defined) of the Option Site. If the City elects to exercise the Option, the City, at the City's sole cost and expense, shall within thirty (30) days of the Exercise Notice, obtain a then current appraisal of the Option Site prepared by an independent third party MAI appraiser selected by the City and deliver to Developer. If the Developer does not agree with the Fair Market Value as determined by such third party appraiser, the Developer, at the Developer's sole cost and expense, may obtain a then current appraisal of the Option Site prepared by an independent third party appraiser selected by Developer. So long as the difference in Fair Market Value determined by the City's appraisal and the Developer's appraisal does not exceed five percent (5%) of the highest appraisal, the Purchase Price for the Option Site shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals exceeds five percent (5%) of the highest appraisal,

the Developer and the City shall agree upon a third independent third party appraiser to appraise the Option Site, and such appraiser's determination of Fair Market Value shall be the Purchase Price. The cost of the third appraisal shall be split equally between the Developer and the City. For purposes hereof, "Fair Market Value" shall mean the cash price that an informed purchaser under no obligation to purchase would pay to an informed seller under no obligation to sell the Option Site.

- e. *Closing.* The closing of the purchase of the Option Site by the City shall take place within forty-five (45) days after the execution of a mutually agreeable purchase agreement. The City shall deliver to the Developer immediately available funds in the amount of the Purchase Price, and the Developer shall deliver to the City a special warranty deed conveying the Option Site to the City subject to all matters of record. The special warranty deed shall provide that if the City does not construct a fire station on the Option Site by the fifth (5th) anniversary of the closing date, the Developer shall have the right to repurchase the Option Site from the City for a purchase price equal to the amount paid by the City.
- f. *Inspections.* The Developer shall permit the City and the City's representatives the continuing right through the Option Period to enter onto the Option Site during reasonable business hours to conduct inspections, tests, surveys, environmental studies, and such other activities as the City reasonably deems necessary or appropriate for determining whether the Option Site is suitable for the City's operation of a fire station.
- g. *Right of First Refusal.* Notwithstanding anything in this Section 5.1 to the contrary, if, prior to the exercise of the Option by the City, the Developer receives a bona fide offer from a third party to purchase the Option Site on terms acceptable to the Developer, prior to entering into any such agreement to sell the Option Site, the Developer must provide the material terms of such offer to the City. The City may elect to purchase the Option Site on the same terms and conditions as set forth in the third party offer by delivering written notice to the Developer in accordance with Section 7.5 of this Agreement within fifteen (15) business days after receipt of such offer from the Developer. If the City does not timely deliver the notice exercising its intention to purchase the Option Site on the same terms as the third party offer, then the Developer shall be free to accept the third party offer. Upon the closing of the sale of the Option Site to the third party, the City's rights to the Option Site shall be of no further force and effect. In such event, so long as the Option Period has not expired, the City and the Developer may agree on the location of another two (2) acre site that will become the Option Site. If the sale to the third party does not close within ninety (90) days after the City elects or is deemed to have elected not to accept the terms of

the third party offer, the Developer's right to sell the Option Site to the third party shall expire, and the Developer and the Option Site shall be subject to the provisions of this Section 5.1.

- h. *Relocation of the Option Site.* The Developer, with the approval of the City, may relocate the Option Site to another location. Such approval shall not be unreasonably withheld or delayed.
- i. *Architectural Review.* Prior to commencement of construction of the fire station on the Option Site, the City will comply with the City's non-residential architectural requirements pursuant to the City's Unified Development Ordinance in effect as of the date of this Agreement.
- j. *Survival.* The provisions of this Section 5.1 shall survive the termination of this Agreement until the expiration or earlier termination of the Option Period.

ARTICLE VI. CITY'S CONSENT TO CREATION; DISTRICT ANNEXATION OF LAND

6.1. Consent to Creation of the District. On March 27, 2014, the City approved a Resolution consenting to creation of the District, and the City agrees that the Resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

6.2. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE VII. MISCELLANEOUS

7.1. Sale of Tract; Assignability. Any Agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of

assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

7.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force for the City), insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide water or receive wastewater, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is to it in the judgment of the party experiencing such difficulty.

7.3 Law Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

7.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

7.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for

convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of College Station
P. O. Box 9960
College Station, TX 77842
Attention: City Attorney

If to the Developer, to:

W. Paul Conner
McAlister Fund
2211 Norfolk Street, Suite 803
Houston, TX 77098

Mr. William Mather
Grid Inc.
P.O. Box 11962
College Station, TX 77842

With a copy to:

Stephen M. Robinson
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

7.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

7.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

7.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

7.9. Attorney's Fees. In the event of any litigation between the parties with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the losing party.

7.10. Recordation. The City shall record this Agreement in the deed records of Brazos County.

7.11. Development of Restrictive Covenants. Developer will develop restrictive covenants for development of the Tract, in a form that are at least as restrictive as the restrictive covenants attached hereto as **Exhibit F**. The restrictive covenants and deed restrictions to be developed for the Tract will apply to and be binding upon the Tract without the City's consent. The deed restrictions will provide for a property owner's association that has the authority:

a. To enforce restrictions of general applicability on development throughout the Tract on the use, maintenance, appearance, and modification of buildings and lots that are generally consistent with deed restrictions on other master planned communities in the City; and

b. To provide for and maintain standards of general applicability throughout the Tract for the maintenance and landscaping of common areas and the landscaping of public medians and right-of-ways of major streets provided by Developer to serve the Tract, financed by the establishment, levy, and collection of assessments against the lots.

7.12 Execution of Agreements by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Strategic Partnership Agreement and Utility Agreements in the forms attached hereto as **Exhibit D and Exhibit G**, respectively, within 90 days after the election confirming creation of the Districts.

7.13. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

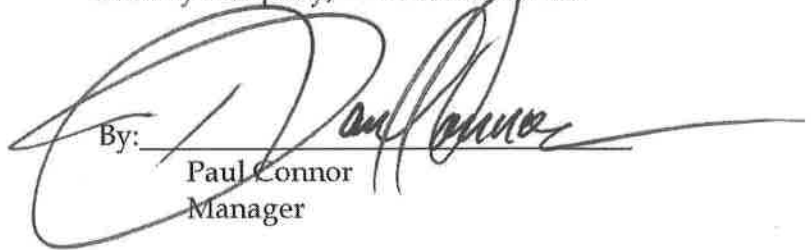
7.14. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Page to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

MCALISTER OPPORTUNITY FUND 2012, L.P., a
Delaware limited partnership

By: MOF 2012 GP, LLC, a Delaware limited
liability company, its General Partner

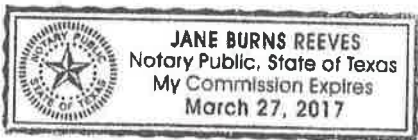
By: 
Paul Connor
Manager

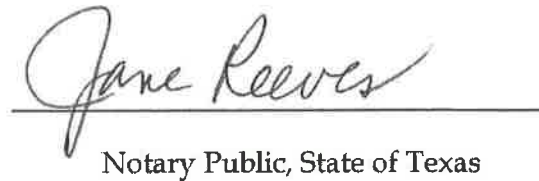
STATE OF TEXAS §

 §

COUNTY OF BRAZOS §

This instrument was acknowledged before me this 6th day of MARCH, 2015, by Paul Connor, Manager of MOF 2012 GP, LLC, a Delaware limited liability company, General Partner of MCALISTER OPPORTUNITY FUND 2012, L.P., a Delaware limited partnership, on behalf of said limited partnership and said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

CITY OF COLLEGE STATION, TEXAS

By: Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:

Carla A. Robinson, City Attorney

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

This instrument was acknowledged before me this _____ day of _____, 2015, by _____, Mayor, City of College Station, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 552.9 acre tract situated in the S.D. Smith Survey, Abstract No. 210 in Brazos County, Texas, being all of a called 552.905 acre tract conveyed to McAllister Opportunity Fund 2012 LP described in a special warranty deed recorded in Volume 11756, Page 130 of the Brazos County Official Public Records (BCOPR); said 552.9 acre tract being more particularly described as follows with all bearing being based on the northwest line of said 552.9 acre tract, having a record bearing of North 55°06'25" East;

BEGINNING at a point for corner being the west corner of said 552.905 acre tract, also being in the northeast right-of-way of Texas State Highway No. 6 (Highway 6), and being the south corner of a called 1282.09 acre tract conveyed to Animate Habitat, LTD recorded in Volume 5463, Page 208 in the BCOPR;

THENCE, along the southeast line of said 1282.09 acre tract, also being the northwest line of said 552.905 acre tract, the following two (2) courses and distances:

1. North 55°06'25" East, 3263.40 feet to a point for corner;
2. North 48°42'01" East, 2373.41 feet to a point for corner being the north corner of said 552.905 acre tract, being an interior corner of the said 1285.09 acre tract;

THENCE, South 39°32'17" East, along the southwest line of said 1282.09 acre tract, the southwest line of a called 2.92 acre tract conveyed to Ashraf Lakhani recorded in Volume 8902, Page 256 of the BCOPR, and a southwest line of a called 6.00 acre tract conveyed to Samantha Conole recorded in Volume 1681, Page 299 of the BCOPR, 4523.53 feet to a point for corner;

THENCE, South 13°53'13" West, along the southeast line of said 552.905 acre tract, along the northwest line of said 6.00 acre tract, along the west line of a called 5.604 acre tract conveyed to Samantha Conole recorded in Volume 1685, Page 221 of the BCOPR, and the west line of a called 6.348 acre tract conveyed to Charles Anderson II, recorded in Volume 1647, Page 281 of the BCOPR, 1613.08 feet to a point for corner being a southeast corner of said 552.905 acre tract, also being a northeast corner of a called 10.01 acre tract to Laredo Energy recorded in Volume 11588, Page 220 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, being the north and west lines of said 10.01 acre tract, the following four (4) courses and distances;

1. North 76°35'25" West, 574.92 feet to a point for corner;
2. South 14°00'53" West, 286.04 feet to a point for corner;
3. South 86°03'48" West, 349.65 feet to a point for corner;
4. South 09°25'22" West, 165.58 feet to a point for corner marking the northwest corner of a called 20.00 acre tract to Sharyn Conole recorded in Volume 11561, Page 232 of the BCOPR;

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

THENCE, along the west line of said 20.00 acre tract, the following four (4) courses and distances:

1. South 04°14'54" East, 117.42 feet to a point for corner;
2. South 26°26'44" West, 114.20 feet to a point for corner;
3. South 07°20'44" West, 314.98 feet to a point for corner;
4. South 10°05'29" West, 282.26 feet to a point for corner marking the southwest corner of said 20.00 acre tract, being in the north right-of-way of Peach Creek Cutoff Road;

THENCE, South 86°59'09" West, along the north line of said Peach Creek Cutoff Road, 71.87 feet to a point for corner, being the southeast corner of Lot 1, Block 1 of the LGL Subdivision recorded in Volume 5996, Page 197 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, being along the east, north, and west lines of said Lot 1 Block 1, the following four (4) courses and distances:

1. North 10°05'29" East, 296.88 feet to a point for corner;
2. North 07°20'44" East, 113.30 feet to a point for corner;
3. South 86°59'29" West, 586.03 feet to a point for corner;
4. South 02°57'21" East, 400.65 feet to a point for corner being the southwest corner of said Lot 1 Block 1, also being in the north line of said Peach Creek Cutoff Road;

THENCE, along the north line of said Peach Creek Cutoff Road, being the south line of said 552.905 acre tract, the following three (3) courses and distances:

1. South 86°59'09" West, 182.01 feet to a point for corner;
2. South 89°04'20" West, 850.85 feet to a point for corner;
3. North 73°35'16" West, 273.19 feet to a point for corner in the east line of a called 3.333 acre tract conveyed to GSI Oil & Gas Inc. recorded in Volume 2144, Page 173 of the BCOPR;

THENCE, along the southeast, northeast and northwest lines of said 3.333 acre tract, being the southwest line of said 552.905 acre tract, the following four (4) courses and distances:

1. North 16°28'27" West, 121.52 feet to a point for corner;
2. North 37°34'13" East, 169.28 feet to a point for corner;
3. North 52°25'47" West, 501.14 feet to a point for corner;
4. South 37°37'29" West, 278.22 feet to a point for corner in the northeast line of aforementioned Highway 6;

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

THENCE, along the northeast line of said Highway 6, being the southwest line of said 552.905 acre tract, the following three (3) courses and distances:

1. North 52°20'20" West, 199.00 feet to a point for corner;
2. North 54°51'16" West, 2308.70 feet to a point for corner;
3. North 60°19'08" West, 243.16 feet to a point for corner marking the south corner of the Viking Subdivision recorded in Volume 5973, Page 11 of the BCOPR;

THENCE, along the southeast and northeast line of the Viking Subdivision, the following two (2) courses and distances:

1. North 39°21'01" East, 442.04 feet to a point for corner;
2. North 60°25'37" West, 399.87 feet to a point for corner marking the north corner of said Viking Subdivision, being in the southeast line of a called 9.306 acre tract conveyed to Texas World Speedway recorded in Volume 3363, Page 197 of the BCOPR;

THENCE, along the southeast line, north line, and northwest line of said 9.306 acre tract, the following five (5) courses and distances:

1. North 39°22'29" East, 410.88 feet to a point for corner;
2. North 82°59'07" West, 522.73 feet to a point for corner;
3. North 89°15'40" West, 157.48 feet to a point for corner;
4. South 79°48'33" West, 49.99 feet to a point for corner;
5. South 36°51'11" West, 484.45 feet to a point for corner being the west corner of said 9.306 acre tract, being in the northeast line of aforementioned Highway 6;

THENCE, along the northeast line of Highway 6, being the southwest line of aforementioned 552.905 acre tract, the following two (2) courses and distances:

1. North 54°37'53" West, 215.86 feet to a point for corner;
2. North 47°36'20" West, 267.76 feet to the **POINT OF BEGINNING, CONTAINING 552.9 acres of land in Brazos County, Texas as shown on the Brazos County MUD No.1 Political Boundary Map.**

This document was prepared under 22 TAC 663.21, and does reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or configuration of the political subdivision for which it was prepared.

C0108/0002/Survey/Docs/District Political BDY



[Handwritten signature]
5/23/2014

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR
BOUNDARY CLOSURE

STATE OF TEXAS §

COUNTY OF BRAZOS §

I, undersigned, a duly registered professional land surveyor under the laws of the State of Texas, a duly authorized and acting representative of Jones & Carter, Inc., consulting engineers, the duly appointed and acting engineers for Brazos County Municipal Utility District No. 1 of Brazos County, Texas (the "District"), do hereby certify that:

1. I am familiar with and have examined the attached metes and bounds description of the boundaries of District.
2. In my opinion, the place of beginning in said description can be located and followed on the ground.
3. In my opinion, said metes and bounds description duly closes and completely includes all of the territory comprising the District.
4. In my opinion, no part of the District is within the limits of any city, town, or village and no part of the District is within the extraterritorial jurisdiction of any city, town, or village except the City of College Station, Texas, and the entire District is within the extraterritorial jurisdiction of said City.

WITNESS MY HAND AND SEAL this 23rd day of May, 2014.



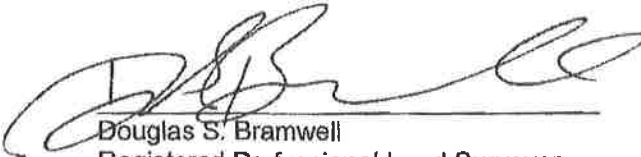
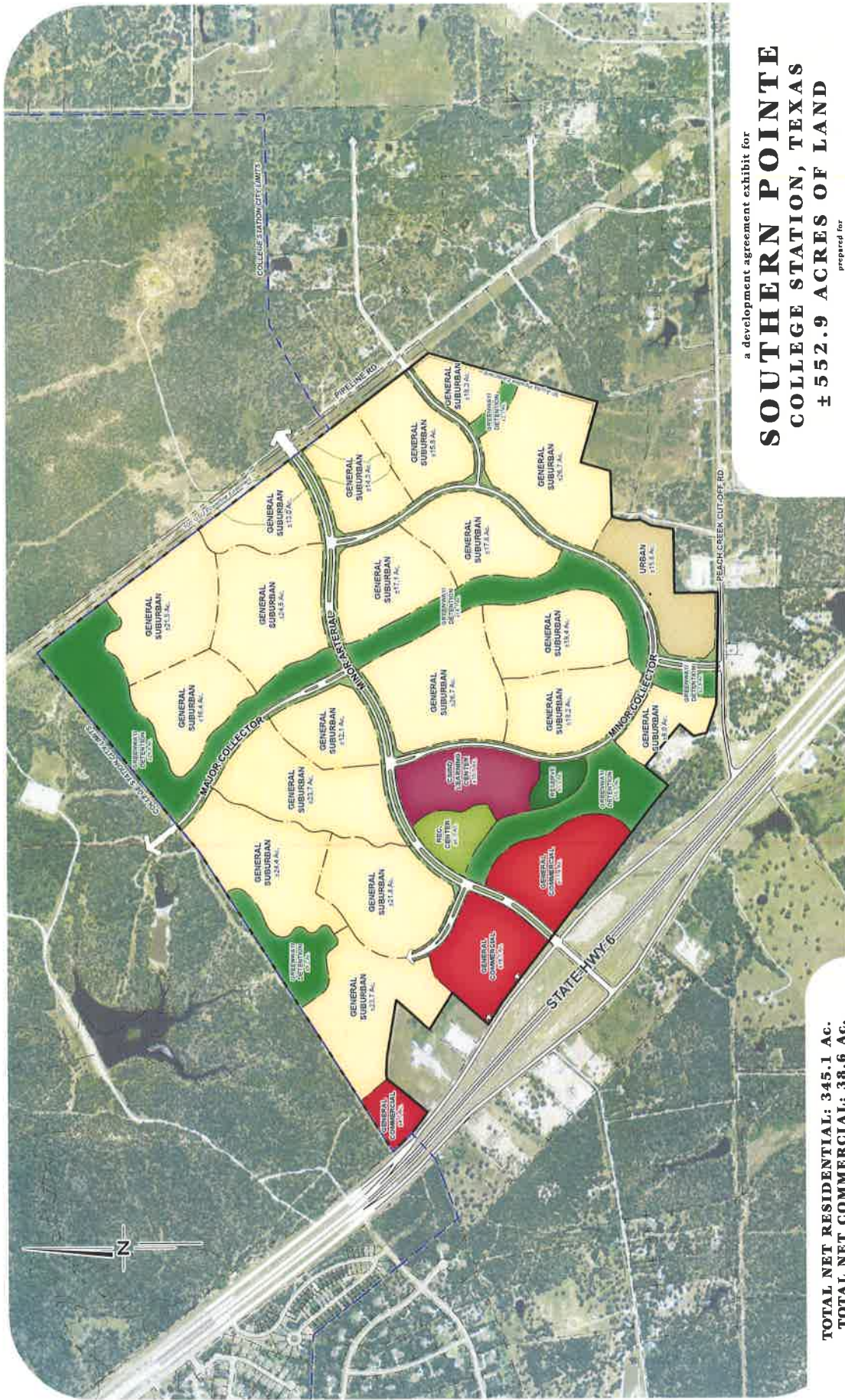

Douglas S. Bramwell
Registered Professional Land Surveyor
No. 5976

EXHIBIT B



a development agreement exhibit for
SOUTHERN POINTE
COLLEGE STATION, TEXAS
± 552.9 ACRES OF LAND
 prepared for
GRID REAL ESTATE SERVICES

BCE | KERRY R. GILBERT & ASSOCIATES
 Land Planning Consultants
 25001 Chino Ranch Blvd
 Katy, Texas 77454
 (281) 576-0240
 Fax (281) 576-0272

SCALE 1" = 300'

FEBRUARY 23, 2015
 NGA #1231

TOTAL NET RESIDENTIAL: 345.1 AC.
TOTAL NET COMMERCIAL: 38.6 AC.
TOTAL DETENTION: 76.7 AC.

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BCE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND SURVEYING. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION AND CHARACTER OF THE INFORMATION CONTAINED HEREIN ARE MADE. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

BCE | KERRY R. GILBERT & ASSOCIATES, ALL RIGHTS RESERVED.

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Exhibit "C"

FORM OF ANNEXATION NOTICE

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in Brazos County Municipal Utility District No. 1 (the "District"). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied taxes but the most recent projected tax rate is \$_____ on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ 0, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$ 0.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$ 0. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located within the extraterritorial jurisdiction of the City of College Station, Texas. The District has entered into a Strategic Partnership with the City of College Station that outlines the terms and conditions of annexation. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

The purpose of this district is to provide water, sewer, drainage, flood control, and road facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district.

The legal description of the property you are acquiring is as follows:

(description of property)

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

(ADD APPROPRIATE ACKNOWLEDGMENTS)

After recording, please return to: _____

EXHIBIT D

STRATEGIC PARTNERSHIP AGREEMENT

BETWEEN

THE CITY OF COLLEGE STATION, TEXAS,

AND

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This Strategic Partnership Agreement (the "Agreement") is made and entered into as of the Effective Date by and between the CITY OF COLLEGE STATION, TEXAS (the "City"), a municipal corporation in Brazos County, Texas, acting by and through its governing body, the City Council of College Station, Texas, and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District"), acting by and through its Board of Directors, under the authority of Section 43.0751 of the Texas Local Government Code, the boundaries of which are attached hereto as Exhibit "A."

RECITALS

Chapter 43, Texas Local Government Code, authorizes the City and the District to enter into a strategic partnership agreement, which may provide for such lawful terms that the parties consider appropriate to provide for the provision of services to the District and the annexation of the land within the District into the City. Accordingly, the City and the District are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

**ARTICLE I
DEFINITION AND FINDINGS**

Section 1.01 Terms Defined In This Agreement.

Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement have the meanings set out below:

“City” means the City of College Station, Texas, a municipal corporation situated in Brazos County, Texas, acting by and through its governing body, the City Council of the City of College Station, Texas.

“City Code” means the Code of Ordinances of the City.

“City Council” means the City Council of the City of College Station or any successor governing body.

“City Manager” means the City Manager of the City.

“Developer” means McAlister Opportunity Fund 2012, L.P., L.P or its successors and assigns.

“District” means Brazos County Municipal Utility District No. 1.

“Effective Date” and similar references means the date of final action by the City Council to adopt and approve this Agreement.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“ETJ” means the extraterritorial jurisdiction of the city.

“Facilities” means and includes the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

“Ordinance” means an ordinance of the City.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the District.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

“TCEQ” means the Texas Commission on Environmental Quality and its successors.

Section 1.02 Findings and Conclusions.

The City and the District hereby find and declare:

1. Section 43.0751, Texas Local Government Code authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the Parties and to define the terms and conditions under which the District will be annexed by the City at a future date by mutual consent as an alternative to annexation without the consent of the District.

2. In accordance with § 43.0751(p), this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District and (ii) provides benefits to each party, ~~including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other Party.~~

3. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

4. In accordance with Section 43.0751(d), this Agreement has been duly adopted by the governing body of the City and the District after each conducted two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing conducted by the governing body of the City was published in the format required by Section 43.123(b), Texas Local Government Code and was published by the City at least once on or after the 20th day before each public hearing. Notice of each hearing conducted by the governing body of the District was given in accordance with the District’s notification procedures for other matters of public importance. All notices of public hearings contained a statement of the purpose of the hearing, the date, time and place of the hearing, and the location where copies of the proposed agreement could be obtained prior to the hearing.

**ARTICLE II
ANNEXATION OF THE DISTRICT**

Section 2.01 Annexation.

A. The City agrees that irrespective of its right and power under existing or subsequently enacted law, except as provided in paragraph B and Section 2.02 hereof, it will not annex or attempt to annex, for all purposes, in whole or in part, the District until the following conditions have been met:

1. At least 90% of the Facilities and roads to serve all the developable acreage at full development has been constructed including the water, wastewater treatment, and drainage Facilities and roads . Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, recreational areas, schools, and open space; and

2. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

B. In the event that a commercial area which is designed and developed as General Commercial as defined in the City of College Station's Unified Development Ordinance as amended, is constructed in the District, the City is hereby permitted to annex for limited purposes such commercial area to the extent permitted by law, whether or not contiguous to the City's corporate limits. The Board of Directors agree, upon request of the City, to execute and deliver such further documents as may be necessary in order to effectuate the terms of this paragraph.

The Parties agree that the commercial area shall continue to be a part of the District following such limited purpose annexation and shall continue to receive the same services from the District as it received prior to the annexation for limited purposes. The District may continue to levy an ad valorem tax in the commercial area until the annexation for full purposes of the District by the City pursuant to the terms of this Agreement. The City may impose a sales and use tax within the boundaries of the commercial tract of land annexed for limited purposes. The sales and use tax shall be imposed on the receipts from the sale and use at retail of taxable items at a rate of one and one-half percent (1 1/2%) or the rate specified under future amendments to Chapter 321 of the Texas Tax Code. The intent of this paragraph is to apply the same amount of sales and use tax within the limited purpose annexation tract during the limited purpose annexation that applies within the City. Therefore, the enactment of any new law or amendment of an existing law that changes the applicable sales and use

tax within the City applies to the limited purpose annexation tract, unless the new law or amendment prohibits its application to the limited purpose annexation tract.

C. The District, on behalf of itself and on behalf of all present and future owners of land within its boundaries, hereby grants consent to the City to annex the territory within the boundaries of the District in accordance with this Agreement; it being the intent of the Parties that the consent and petition granted hereby shall bind the District and each owner and future owner of land within the District. Upon the annexation of territory within the District by the City pursuant to the provisions of this Agreement, such territory shall no longer be subject to the terms and provisions of this Agreement but shall instead be governed by the rules, regulations, codes, and ordinances then and thereafter effective within the City.

D. Subject to the terms and conditions of this Agreement, annexation shall be in accordance with existing law. It is the intention of the Parties that this Agreement qualifies as a Strategic Partnership Agreement as that term is defined under Section 43.0751, Texas Local Government Code, and as such any annexation by City of all or a part of the District is exempt from the requirements set forth in Subchapter C of Chapter 43 of the Texas Local Government Code pertaining to annexation procedures for areas annexed under a municipal annexation plan. Furthermore, the District and the City agree to take all actions reasonably necessary to ensure that this Agreement continues as a Strategic Partnership Agreement throughout its term.

Section 2.02 Powers and Functions.

Prior to full purpose annexation, the District is authorized to exercise all powers and functions of a municipal utility district provided by law. Without limiting the foregoing powers and functions, the District shall obtain the City's prior approval to: (a) the issuance of any bonds, certificates of obligation, refunding bonds or other debts to be paid in whole or in part from a pledge of the ad valorem tax revenues of the District to the extent that the District is in compliance with the City's policy related to the creation, operation and dissolution of municipal utility districts approved by the City in Resolution No. 01-09-14-01 dated January 9, 2014, (b) construct additional utility Facilities, or (c) otherwise transfer property other than in the normal course of business. All debt, liabilities or obligations shall be issued (1) in accordance with the conditions contained in the City's consent to the creation of the District; and (2) only for Facilities, as well as road and park facilities, with approved City plans that have been bid and constructed in accordance with all governmental and regulatory requirements. The District will provide the City with copies of all submittals to the TCEQ related to the approval of bonds issued by the District at the same time such information is submitted to the TCEQ. The District shall also provide the City with copies of the Preliminary Official Statement and Official Statement related to any bonds issued by the District at such time as such statements are approved by the District.

Section 2.03 Dissolution or Continuation of District upon Annexation.

After annexation, the District will continue to exist until dissolved by action of the City or expiration of the time limits provided herein. After annexation, the District shall not incur additional debt, liabilities, or obligations which are not fully payable from currently budgeted funds and shall not sell or otherwise transfer property without prior approval of the City. The City, at its sole discretion, may decide when to dissolve the District, provided that the District must continue in existence for a period of time not less than 120 days and not more than ten (10) years after the date of the annexation. The District will dissolve without further action of the City on the tenth anniversary of the date of annexation, unless continued in existence by the City as provided below. If the City elects to continue the District for a period in excess of 120 days, the following will apply:

A. The District continues as "limited district" as that term is defined in Section 43.0751(a)(2), Texas Local Government Code, for the purpose of

1. Maintaining any of the Facilities of the District not accepted by the City for operation and maintenance. The City agrees that upon annexation for full purposes, the City shall accept all Facilities with the exception of stormwater collection, detention and drainage systems, on the same basis as the City accepts public facilities in other projects within the City.

2. Any other purpose at the discretion of the City.

B. Prior to dissolution of the District, the District will continue to own and operate those Facilities not accepted by the City for operation and maintenance. Prior to and subsequent to dissolution of the District, the District or a property owners association will operate and maintain stormwater collection, detention and drainage systems. The City will provide all other City services to the District's residents, including retail water and sewer, police protection, garbage collection, and other City services. To the extent the City is charging the District for such services, upon dissolution the City shall cease to charge the District for such services to the annexed property and all fees and charges imposed on residents of the District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

C. If, on or before the tenth anniversary of annexation of the District, the City decides that it is advisable for the District to continue to exist, the City may extend this Agreement and the term of the limited district for additional ten year terms, automatically renewable by giving written notice to the District of the City's decision to continue the existence of the District.

D. Prior to the expiration of any ten year term, the District may be dissolved by the City upon 12 (twelve) months written notice to the District.

E. After dissolution of the District, the City will assume all rights, assets, liabilities and obligations of the District, and the District will not be continued or converted except as may be set forth in this Agreement.

Section 2.04 Attempted Incorporation in the District.

Notwithstanding any provision herein to the contrary, in the event of a bona fide effort to incorporate a municipality that includes any portion of the District, the City shall be entitled to annex that portion of the District attempting to incorporate.

**ARTICLE III
MATERIAL BREACH, NOTICE AND REMEDIES**

Section 3.01 Material Breach of Agreement.

A. It is the intention of the Parties to this Agreement that the District be regulated and annexed in accordance with the terms of this Agreement. The Parties acknowledge and agree that any major deviation by the District from the Utility Agreement between the City and the District (entered into as of the same date as this Agreement) and any substantial deviation by the District from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement.

B. The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement.

C. In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.02 Notice of District's Default.

A. The City Manager shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The District shall, within thirty (30) days after receipt of such notice or such longer period of time as the City Manager may specify in such notice, either cure such alleged failure or, in a written response to the City Manager, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

B. The City Manager shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the District. The District shall make available to the City Manager, if requested, any records, documents or other information necessary to make the determination.

C. In the event that the City Manager determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City Manager, or that such failure is excusable, such determination shall conclude the investigation.

D. If the City Manager determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City Manager, then the City Manager shall so notify the City Council in a written report which may recommend action to be taken by the City Council. The City Manager shall provide notice and a copy of such report to the District. After receipt of such report from the City Manager, or at any time upon its own motion, the City Council may proceed to alternate dispute resolution under Section 3.04, mediation under Section 3.05, or exercise the applicable remedy under Section 3.06 hereof.

Section 3.03 Notice of City's Default.

A. The District shall notify the City Manager in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City Manager shall, within thirty (30) days after receipt of such notice or such longer period of time as the District may specify in such notice, either cure such alleged failure or, in a written response to the District present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

B. The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City Manager shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

C. In the event that the District determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that such failure is excusable, such determination shall conclude the investigation.

D. If the District determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District shall so notify the City Council in a written report which may request action to be taken by the City Council. The District shall provide notice and a copy of such report to the City Manager. If requested in the District's report, the City Manager agrees to add the matter to the agenda of the next meeting of the City Council for which such item can be legally noticed for consideration and action by City Council.

Section 3.04 Alternate Dispute Resolution.

In the event of a determination by the District or City that a material breach has occurred in accordance with Section 3.01, and notwithstanding any other remedies set forth in this Article III, the District and City may agree to follow this alternative dispute resolution procedure described herein.

- a. Following written notice of the alleged material breach, the parties will appoint a six person dispute resolution committee (the "Dispute Resolution Committee") to resolve disputes and claims of default of the Agreement under this Article III.
- b. The Dispute Resolution Committee is comprised of the Mayor of the City, one council member designated by City Council, the City Manager, and three representatives appointed by District. The parties will make a good faith effort to make such appointments within 30 days of notice of the alleged material breach. Once designated, the Dispute Resolution Committee will hear the dispute and make a written recommendation to resolve the particular dispute. However, the Dispute Resolution Committee is an ad hoc committee and different representatives may be appointed for different disputes at any time.
- c. The parties shall have an opportunity to present facts, arguments, and refutations of the alleged breach to the Dispute Resolution Committee. The parties shall, within 30-days following appointment of the Dispute Resolution Committee, make available to the Dispute Resolution Committee any records, documents or other information necessary to make a determination. The Dispute Resolution Committee must make a good faith effort to reach a resolution between the parties within a reasonable time frame, not to exceed 30 days following receipt of all records and documents provided by the parties. The Dispute Resolution Committee will prepare a written report of its final decision, as approved by the majority of the Dispute Resolution Committee, which will be available to both parties. The report may recommend methods to cure any alleged breach and a time schedule for accomplishing such cure. Either party may appeal a decision of the majority of the Dispute Resolution Committee to either mediation or arbitration in accordance with the terms of Article III of the Agreement.

- d. This alternative dispute resolution procedure does not limit the remedies of either party, particularly the right to file suit in a court of competent jurisdiction and seek any relief available at law or in equity.

Section 3.05 Mediation.

In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 3.02, 3.03 or 3.04, the Parties may agree to submit the disputed issue to nonbinding mediation. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated. The Parties participating in the mediation shall select a mutually agreed upon mediator and shall share the costs of the mediation equally.

Section 3.06 Remedies.

A. In the event of a determination by the City that the District has committed a material breach of this Agreement, the City may:

1. Proceed to alternate dispute resolution as provided in Section 3.04;
2. Proceed to mediation as provided in Section 3.05; or
3. File suit in a court of competent jurisdiction in Brazos County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, but such remedy shall not include termination of this Agreement as to the District.

B. In the event of a determination by the District that the City has committed a material breach of this Agreement, the District may:

1. Proceed to alternate dispute resolution as provided in Section 3.04;
2. Proceed to mediation as provided in Section 3.05; or
3. File suit in a court of competent jurisdiction in Brazos County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act.

**ARTICLE IV
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT**

Section 4.01 Beneficiaries.

This Agreement shall bind and inure to the benefit of the parties, their respective successors and assigns. This Agreement shall be recorded with the County Clerk in

Official Records of Brazos County, Texas and shall bind each owner and each future owner of land included within the District's boundaries in accordance with Section 43.0751(c), Texas Local Government Code. The terms of this Agreement shall constitute covenants running with the land comprising the District and shall be binding on all future owners and developers of property within the District.

Section 4.02 Term.

This Agreement shall commence and bind the parties on the Effective Date and continue until a date which is exactly thirty (30) years from its Effective Date, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of thirty (30) years from its Effective Date, this Agreement may be extended, at the District's request, with City Council approval, for successive one (1) year periods until all land within the District has been annexed by the City.

Section 4.03 Termination.

In the event this Agreement is terminated by mutual agreement of the Parties, the Parties shall promptly execute and file of record, in the County Clerk Official Records of Brazos County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

Section 5.01 Notice.

The parties contemplate that they will engage in informal communications with respect to the subject matter of this agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, or (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

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

District: Brazos County Municipal Utility District No. 1
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Steve Robinson

With a copy to: City of College Station
P.O. Box 9960
College Station, Texas 77842
Attn: City Attorney

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 5.02 Annexation/Exclusion by District.

No territory may be annexed into the District after the Effective Date of this Agreement without the prior written consent of the City. If the City has annexed the District into its corporate limits, the owner of any property seeking annexation to the District must also consent to the annexation of the territory by the City and such consent to municipal annexation shall be a condition of the City's consent to annexation by the District. This Agreement applies to all land located within the District including such annexed land. In the event any land is annexed or excluded by the District, the terms and conditions set forth in this Agreement shall continue to apply to the District as it may be newly configured. If for any reason annexation of such additional territory by the City is contested or held invalid or ineffective, neither this Agreement nor its application to other territory will be affected.

Section 5.03 Time.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 5.04 Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, then and in such an event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected.

Section 5.05 Waiver.

Any failure by a Party hereto to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 5.06 Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazos County, Texas.

Section 5.07 Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 5.08 Further Documents.

The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 5.09 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 5.10 Effect of State and Federal Laws.

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City Ordinances or rules implementing such statutes or regulations, and such compliance with City Ordinances or rules shall not be deemed a breach or default under this Agreement.

Section 5.11 Non Waiver of Immunity.

Neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions or omissions of its employees, officers, and agents.

Section 5.12 Merger.

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated herein or expressly provided for herein.

Section 5.13 Authority for Execution.

The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this ____ day of _____, 2015, to be effective on the Effective Date defined herein.

CITY OF COLLEGE STATION, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2015 by _____, respectively, of the City of College Station, Texas, on behalf of said municipality.

Notary Public, State of Texas

(NOTARY SEAL)

IN WITNESS WHEREOF, the undersigned have executed this Agreement this ____ day of _____ 2015, to be effective on the Effective Date defined herein.

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2015 by _____ and _____, President and Secretary, respectively, of BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Brazos County Municipal Utility District No. 1
 District Boundary
 552.9 Acres

S.D. Smith Survey
 Abstract No. 210

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 552.9 acre tract situated in the S.D. Smith Survey, Abstract No. 210 in Brazos County, Texas, being all of a called 552.905 acre tract conveyed to McAlister Opportunity Fund 2012 LP described in a special warranty deed recorded in Volume 11756, Page 130 of the Brazos County Official Public Records (BCOPR); said 552.9 acre tract being more particularly described as follows with all bearing being based on the northwest line of said 552.9 acre tract, having a record bearing of North 55°06'25" East;

BEGINNING at a point for corner being the northwest corner of said 552.9 acre tract, also being in the east right-of-way of Texas State Highway No. 6, and being the south corner of a called 1282.09 acre tract conveyed to Animate Habitat, LTD recorded in Volume 5463, Page 208 in the BCOPR;

THENCE, along the southeast line of said 1282.09 acre tract, being common with the northwest line of said 552.905 acre tract, the following two (2) courses and distances:

1. North 55°06'25" East, 3263.40 feet to a point for corner;
2. North 48°42'01" East, 2373.41 feet to a point for corner being the north corner of said 552.905 acre tract, being an interior corner of the said 1285.09 acre tract;

THENCE, South 39°32'17" East, along the south west line of said 1282.09 acre tract, the ~~southwest line of a called 2.92 acre tract conveyed to Ashraf Lakhani recorded in Volume 8902, Page 256 of the BCOPR, and a southwest line of a called 6.00 acre tract conveyed to Samantha Conole recorded in Volume 1681, Page 299 of the BCOPR, 4523.53 feet to a point for corner;~~

THENCE, South 13°53'13" West, along the southeast line of said 552.905 acre tract, along the northwest line of said 6.00 acre tract, along the west line of a called 5.604 acre tract conveyed to Samanta Conole recorded in Volume 1685, Page 221 of the BCOPR, and the west line of a called 6.348 acre tract conveyed to Charles Anderson II, recorded in Volume 1647, Page 281 of the BCOPR, 1613.08 feet to a point for corner being a southeast corner of said 552.905 acre tract, also being a northeast corner of a called 10.01 acre tract to Laredo Energy recorded in Volume 11588, Page 220 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, and along the north and west lines of said 10.01 acre tract, the following four (4) courses and distances;

1. North 76°35'25" West, 574.92 feet to a point for corner;
2. South 14°00'53" West, 286.04 feet to a point for corner;

3. South $86^{\circ}03'48''$ West, 349.65 feet to a point for corner;
4. South $09^{\circ}25'22''$ West, 165.58 feet to a point for corner marking the northwest corner of a called 20.00 acre tract to Sharyn Conole recorded in Volume 11561, Page 232 of the BCOPR;

THENCE, along the west line of said 20.00 acre tract, the following four (4) courses and distances:

1. South $04^{\circ}14'54''$ East, 117.42 feet to a point for corner;
2. South $26^{\circ}26'44''$ West, 114.20 feet to a point for corner;
3. South $07^{\circ}20'44''$ West, 314.98 feet to a point for corner;
4. South $10^{\circ}05'29''$ West, 282.26 feet to a point for corner marking the southwest corner of said 20.00 acre tract, being in the north right-of-way of Peach Creek Cutoff Road;

THENCE, South $86^{\circ}59'09''$ West, along the north line of said Peach Creek Cutoff Road, 71.87 feet to a point for corner, being the southeast corner of Lot 1, Block 1 of the LGL Subdivision recorded in Volume 5996, Page 197 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, being along the east, north, and west line of said Lot 1 Block 1, the following four (4) courses and distances:

1. North $10^{\circ}05'29''$ East, 296.88 feet to a point for corner;
2. North $07^{\circ}20'44''$ East, 113.30 feet to a point for corner;
3. South $86^{\circ}59'29''$ West, 586.03 feet to a point for corner;
4. South $02^{\circ}57'21''$ East, 400.65 feet to a point for corner being the southwest corner of said Lot 1 Block 1, also being in the north line of said Peach Creek Cutoff Road;

THENCE, along the north line of said Peach Creek Cutoff Road, being the south line of said 552.905 acre tract, the following three (3) courses and distances:

1. South $86^{\circ}59'09''$ West, 182.01 feet to a point for corner;
2. South $89^{\circ}04'20''$ West, 850.85 feet to a point for corner;
3. North $73^{\circ}35'16''$ West, 273.19 feet to a point for corner in the east line of a called 3.333 acre tract conveyed to GSI Oil & Gas Inc. recorded in Volume 2144, Page 173 of the BCOPR;

THENCE, along the east, southeast, northeast and northwest lines of said 3.333 acre tract, being the west line of said 552.905 acre tract, the following four (4) courses and distances:

1. North 16°28'27" West, 121.52 feet to a point for corner;
2. North 37°34'13" East, 169.28 feet to a point for corner;
3. North 52°25'47" West, 501.14 feet to a point for corner;
4. South 37°37'29" West, 278.22 feet to a point for corner in the northeast line of aforementioned Highway 6;

THENCE, along the northeast line of said Highway 6, being the southwest line of said 552.905 acre tract, the following three (3) courses and distances:

1. North 52°20'20" West, 199.00 feet to a point for corner;
2. North 54°51'16" West, 2308.70 feet to a point for corner;
3. North 60°19'08" West, 243.16 feet to a point for corner marking the south corner of the Viking Subdivision recorded in Volume 5973, Page 11 of the BCOPR;

THENCE, along the southeast and northeast line of the Viking Subdivision, the following two (2) courses and distances:

1. North 39°21'01" East, 442.04 feet to a point for corner;
2. North 60°25'37" West, 399.87 feet to a point for corner marking the north corner of said Viking Subdivision, being in the southeast line of a called 9.306 acre tract conveyed to Texas World Speedway recorded in Volume 3363, Page 197 of the BCOPR;

THENCE, along the southeast line, north line, and northwest line of said 9.306 acre tract, the following five (5) courses and distances:

1. North 39°22'29" East, 410.88 feet to a point for corner;
2. North 82°59'07" West, 522.73 feet to a point for corner;
3. North 89°15'40" West, 157.48 feet to a point for corner;
4. South 79°48'33" West, 49.99 feet to a point for corner;
5. South 36°51'11" West, 484.45 feet to a point for corner being the west corner of said 9.306 acre tract, being in the northeast line of aforementioned Highway 6;

THENCE, along the northeast line of Highway 6, being the southwest line of aforementioned 552.905 acre tract, the following two (2) courses and distances:

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

1. North 54°37'53" West, 215.86 feet to a point for corner;
2. North 47°36'20" West, 267.76 feet to the **POINT OF BEGINNING, CONTAINING 552.9 Acres** of land in Brazos County, Texas

This document was prepared under 22 TAC 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or configuration of the political subdivision for which it was prepared.

C0108/0002/Survey/Docs/District Political BDY

**Southern Pointe
Single Family Residential
Development Standards**

17777 Highway 6 South
P.O. Box 11962
College Station, Texas 77842

***SAMPLE ONLY - This document is a sample only and is not a final document.
The preparer and Declarant reserves the right to change, alter, modify or
replace any portion of or the entire document.***

1.1 DEVELOPMENT PHILOSOPHY

Southern Pointe is a large community being developed in accordance with a master plan to be largely self-sustaining community in which people can live, work, and connect. Land uses have been carefully laid out with both business and family requirements in mind.

Located in Brazos County and the extraterritorial jurisdiction (ETJ) of the City of College Station, Southern Pointe is envisioned as a master planned development that focuses on community. A framework of neighborhood parks, landscape reserves, waterways, and trails will create an open space framework that will tie the community together. Southern Pointe will offer a variety of housing types that reflect College Station and Brazos County region's growing diversity

Southern Pointe Covenants and these Residential Development Standards have been designed to put into place procedures that will carry forward Southern Pointe development philosophy while enhancing the quality of life. Southern Pointe Covenants and Standards:

- Encourage neighborhood integrity.
- Harmonize the design integrity and architectural quality of Southern Pointe dwellings.
- To encourage a level of design that can achieve a harmonious relationship among neighboring homes and sites, while allowing for design and building innovations for the future.
- Uphold property values.
- To create an orderly and predictable basis for design review and approvals.

This document was created as a minimum set of Residential Builder Guideline for the Southern Pointe community. These guidelines are an aid in the goal that all development within the community contributes in a positive way to the overall quality of the community and to the overall identity and sense of place of Southern Pointe.

These Residential Builder Guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions (CCRs) and are to be used in design review of builder, developer, or home owner plans. Non-compliance with these guidelines is grounds for disapproval of plans. These Residential Builder Guidelines are also for use as standards and the declarant's intent for maintaining the integrity of the community.

The Declarant reserves the right to make changes to these Single-Family Builder Guidelines as development progresses. The Declarant understands that styles and materials may change through the course of the project's life. These changes will be included as the Declarant deems appropriate.

The Declarant must approve of new construction by the builders. The Declarant will be the sole interpreter for any discrepancies or conflicts with the information provided in the Single-Family Builder Guidelines. Where the guidelines are silent on an issue, the Declarant is the sole authority and interpreter of the issue. ALL IMPROVEMENTS TO LOTS MUST BE APPROVED BY THE DECLARANT AND BE IN ACCORDANCE WITH STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS.

These guidelines are "guidelines only" and are not an attempt to cover all items. Items not covered within the Single-Family Builder Guidelines will be left to the sole discretion of the Declarant.

Government rules, regulations, or ordinances where applicable take precedence over these guidelines.

1.2 USING THESE GUIDELINES

The guidelines are meant to cover single family detached housing. Single Family refers to detached single family housing that focuses on the local vernacular with emphasis on detailing that accents the common architectural features of the home, including landscaping, that closely parallel the dominant traditional suburban single family residences in the area. As the community progresses it may be necessary to define additional single family housing that may take on a design or theme differently than previously defined. The Declarant will create additional guidelines for those products.

In General:

- A. The Builder is to develop and maintain individual lots in a manner prescribed by the Declaration of Covenants, Conditions and Restrictions (CCRs) for Southern Pointe and by these Single-Family Builder Guidelines.
- B. Compliance with building setbacks, lot layouts, driveways, sidewalks, garages, etc. is required of the Builder.
- C. Square footage of homes is limited based on lot size.
- D. Connections to utilities are the responsibility of the Builder.
- E. Builders shall comply with any and all ordinances that may be in effect within the city or county jurisdiction and/or any other governmental agency (i.e., MUD, EPA) having applicable jurisdiction.

1.3 GLOSSARY

A. Corner Lot

A **corner lot** is bound by street rights-of-way on at least two sides and is usually restricted by setback lines on at least two sides. The front of a corner lot is the side with the greater building setback distance or the shorter dimension.

B. Easement

An **easement** is the right of a party (e.g. utility company, governmental authority, WCA, TWA, WCOA or Southern Pointe Land Development Company (SPLDC) to use a portion of another's property for a limited purpose, as set out in a plat, the Covenants or an easement agreement recorded in County Real Property Records. The easements established by the Covenants (the "Covenant Easements") affect all lots within the area of those Covenants. They are set aside to provide utility service and drainage to the surrounding area and natural vegetative screening and privacy separations or buffer zones between lots. Covenant Easements are generally ___ feet wide along the front and rear of a lot and ___ feet wide along each side. Many lots in Southern Pointe are also affected by Drainage Easements (D.E.), Storm Sewer Easements (S.S.E.), Sanitary Sewer Easements (S.E.), Utility Easements (U.E.), Access and Utility Easements (A.U.E.), and Pathway Easements (P.E.). Approval for improvements within an easement when granted by the Plan Review Committees applies only to the Covenant Easements as defined above.

C. Front Facade

The **front facade** is the most predominant front plane of the dwelling/attached garage, generally parallel to the street right-of-way and usually defined by the front corners of the dwelling/attached garage structure that extend nearest to the side lot lines. The front facade may be a different depth from the front property line on each side of the house, depending on the house design.

D. Front Yard

The **front yard** is the portion of a lot between the front property line and a line parallel with, and set back ____ feet from the front facade of the dwelling.

E. Rear Yard

The **rear yard** is the portion of a lot between the rear property line and the rear facade of the dwelling.

F. Side Yard

The **side yard** is the portion of a lot between the front yard and the rear yard.

G. Improvement

Improvement means the placement, construction, alteration or repair of any structure, including but not limited to, adding or removing square footage to or from a structure, painting or repainting a structure, or in any way altering the construction, size, shape or physical appearance of the interior or exterior of a structure. Improvements may be either permanent or one that is affixed to the ground, or temporary.

H. Single Family Dwelling

A **single family detached dwelling** is a structure designed for the residential use of a single family, but excluding apartments. Single family dwellings may be detached or attached (townhouses, duplexes or condominiums).

I. Single Family Lot

A **single family lot** is a parcel of land upon which one or more single family dwellings have been constructed or that is restricted to use for a single family dwelling.

J. Street Rights-of-Way

The **street rights-of-way** are the areas between platted lot lines on one side of the street and platted lot lines on the opposite side of the street, including the paved roadway, any median or cul-de-sac islands, the drainage ditch (if any) and a strip of land, usually from ____ to ____ feet wide, between the paved roadway and the platted lot line. Street rights-of-way are dedicated to the county or other public bodies for public access, drainage and utility purposes. Street rights-of-way are usually shown on the plat of a subdivision.

K. View

View shall refer to the view from ground level from adjacent properties and street.

1.4 REQUIREMENTS FOR ALL IMPROVEMENTS

A. Access

If construction work requires access through adjacent property (an open space reserve, drainage easement or vacant lot), written permission from the property owner and a pre-construction photo of the proposed access route must be included with the plan approval application. The owner must complete an access agreement through Southern Pointe.

B. Applicant's Lot

All improvements must be located entirely on the applicant's lot.

C. Architectural Compatibility

In addition to the other requirements of these Standards, all improvements must be architecturally compatible. Architectural compatibility is a continuity or agreeable relationship of architectural style, mass, proportion, scale, materials, color and design detail with existing and planned improvements on adjacent properties and in the neighborhood.

1. **Mass** - The visual relationship of architectural elements of various sizes to one another and to the immediate environment.
2. **Proportion** - the relationship of height to width, voids and solids, and the bulk of the structure relative to other nearby structures and parts of the whole.
3. **Scale** - the visual relationship of architectural and landscape elements to one another and to the immediate environment.
4. **Colors and Materials** - including siding, trim, doors, windows, gutters, downspouts, roofing, and all other architectural and site elements must be in context with their environment.

D. Setback Lines

Setback lines (sometimes referred to as building lines or building setback lines) are lines established by these Standards and the Neighborhood Criteria. There may be front, rear, and side setback lines, different setback lines for dwellings, garages or other structures, and different setback lines for the additional stories to the home. Certain improvements must comply with the setback lines for that lot. Please reference the appropriate Standard.

E. Platted Building Lines

Sometimes referred to as building lines are established by the subdivision plat or other recorded documents. The platted building lines restrict the construction or placement of improvements. There may be front, rear, and side building lines. Improvements must comply with the platted building lines for that lot. Please reference the appropriate Standard.

F. Building Code

All improvements must comply with the building code. Where the other provisions of these Standards conflict with the building code, the code prevails.

G. Colors and Materials

1. Colors

Colors that harmonize with the natural landscape are strongly encouraged. Muted shades are considered to be most appropriate. Muted shades of white are acceptable in many neighborhoods. Black and other less muted shades are

permitted for trim paint. Gloss paint is not permitted.

2. Limited Colors and Materials

Care should be taken to avoid the use of an excessive number of materials and colors. Colors and materials must be compatible with each other so as to develop a cohesive appearance for the dwelling appropriate to its architectural character and to the neighborhood. Generally speaking, the fewer number of different colors and materials, the better the result.

3. Materials Must be Compatible

Construction materials must be compatible with the original architectural character of the existing dwelling and neighborhood. When enlarging, extending or remodeling an existing improvement, the materials must be compatible with those of the existing improvement. Generally (subject to review and approval), Materials Standards are;

- A. Material changes should not occur on an outside corner. The technique of "shirt fronting" of masonry veneer will not be permitted. Material changes are most successful when made as part of a larger offset; for example, at an architectural break point, a masonry column or recessed window. Masonry should extend back from the front of facade a minimum of ___' on all floors.
- B. High contrast trim or material variations should be avoided in favor of variations that are chosen to blend all elements into a harmonious composition.
- C. Materials should be used with restraint in regard to both color and diversity of material types. The intent is to create a continuity of materials throughout the neighborhood. Special requirements will be addressed in the deed restrictions or supplemental deed restrictions where intended.
- D. For each section, Builders shall submit samples of all proposed finish materials to the Declarant for approval. Materials will be considered individually and together as a complete composition.
- E. Builders are encouraged to seek professionals for the selection of materials and color. Builders shall coordinate color palettes of brick, stone and paint color for approval. Submittals will not be approved without a coordinated palette (i.e. no individual brick, stone, or colors).
- F. Acceptable exterior building materials are:
 - Brick - Earth tone colors are required. Gray, whites, and oranges are not acceptable. Painted brick is subject to approval by the Declarant.
 - Stone / Cultured stone.
 - Fiber cement siding/shakes, stucco board or approved equal - painted in earth tone colors. The use of wood siding is discouraged.
 - Aluminum, Vinyl, or Wood Windows – Bronze or white finish Aluminum or approved substitute.
 - Stucco
 - Rot resistant accent material such as Cedar or Redwood.
 - The same building materials and color palette cannot be used on an adjacent home.
- G. Deep Raked brick work is encouraged to create shadow lines on the exterior facade and to highlight brick detailing.
- H. Varying brick courses and protrusions are encouraged to break up large expanses of brick and to add variety to the exterior facade.

- I. Horizontal (lap type) fiber cement siding is the preferred siding.
- J. Diagonal siding is prohibited. Vertical siding is discouraged.
- K. Rough sawn plywood is prohibited. Hard board and particleboard siding are prohibited. Fiber cement, or equal, in lieu of these materials should be used.
- L. Homes will be required to have a minimum of 60% masonry (fiber cement material will not be considered masonry). Consideration should be given to the interaction of materials and architecture to provide interest on all sides and floor levels. Declarant may require more brick depending on the architecture of the home. The first floor of each home will be 100% masonry. Covered porches may be cementitious material.
- M. Homes that are on corner, open space, waterway, or collector road lots will be required to have 100% masonry on the first floor and 80% total masonry on 2 story homes.
- N. In masonry construction, all mortar joints are to be tooled or struck with mortar complimenting the brick style of the home. Mortar joints varying from those previously described may be considered on an individual basis.
- O. Soft, subdued either tone colors should be used. Bold, primary, or unusual colors are strongly discouraged. Each Builder is required to submit a proposed color and material palette to the Declarant for approval.
- P. Trim and garage colors are to be submitted and identified with the brick with which they will be used.
- Q. All fiber cement materials should be painted. Accent materials such as Cedar or Redwood should be stained or weatherproofed to retain original new cut color.
- R. The number of primary materials on the exterior will be limited to two (2), not including roof shingles, unless approved by the Declarant.
- S. Materials should be used to emphasize planes and volumes. When different materials adjoin, care should be taken to avoid the look of applied facing.
- T. Each house to incorporate a cast stone or brass plaque displaying the house number in an approved _____ style font. This plaque to be located in a visible location on the front elevation and lit appropriately.

4. Roofing

Roofing colors must harmonize with the natural landscape, community and Neighborhood Criteria. Roofing must be muted in shades and without color pattern. Acceptable roofing materials include tile, slate, composition shingles, stone coated or standing seam metal and cement-fiberboard products. All metal roofing must be free of any types of glossy finish. Southern Pointe maintains a current chart of acceptable composition shingle roofing materials for reference and comparison.

5. Unacceptable Materials

Except as may be allowed by specific mention in a given Standard, unacceptable construction materials include, but are not limited to:

- Pneumatic vinyl structures
- Asbestos cement board
- Polyethylene plastic sheets
- Corrugated metal or plastic
- Siding materials with high-gloss finish
- Reflective or “mirrored” glass, including foil or other reflective materials

- Chain-link or hog-wire fencing
- Wire, wire-mesh, or wire-bound wood picket fencing
- Asphalt paving

Materials not described in this Standard may be applied for and considered on a case-by-case basis.

Criteria defines the maximum percentage of a lot that may be hard-surface area. All improvements must comply with the maximum hard-surface area limitation for that lot established by the Neighborhood Criteria. Materials not considered to be hard surface are crushed rock, crushed gravel, crushed granite and bull rock that are not set in concrete, mortar, or formed with stabilizers. **This list is not all inclusive.**

H. Living Area & Garage

A Single Family Dwelling is required to have a garage (as specified herein) and is limited to the Square Foot Range corresponding to the Lot Classification as outlined in the following table:

Lot Class.	Square Foot Range	
	Min.	Max.
50'	TBD	TBD
55'	TBD	TBD
60'	TBD	TBD
65'	TBD	TBD
70'	TBD	TBD
75'	TBD	TBD
80'	TBD	TBD
85'+	TBD	TBD

Living area is the floor space used for living purposes in the home, garage or a detached building, including storage areas in the home, sunrooms, game rooms and any other area used for living purposes. Living area does not include porches or attic space without air-conditioning, hobby work areas in a garage or detached building, or outdoor restroom facilities less than ___ square feet. All improvements must comply with the minimum and maximum square feet of living area allowable for that lot as established by the Initial Land Use Designation and the Neighborhood Criteria.

Living area is measured as follows: square footage is measured to the outside of exterior walls (i.e., outside of brick veneer, siding, stone or stucco). Stairs and two-story spaces are measured only once. Air-conditioning returns, pipe chases, fireplaces and non-structural voids are excluded. Space with a ceiling height of less than ___ feet (e.g., window seats, crawl spaces or storage below stairs) is omitted. However, useable space under the stairs, such as powder rooms, closets, pantries etc. will be considered as living area.

I. Neighborhood Character

Improvements must be consistent with and not adversely impact the neighborhood's existing character.

J. Neighborhood Criteria

All improvements must comply with the Neighborhood Criteria applicable to that lot. In case of a conflict between the requirements of the Neighborhood Criteria and the other provisions of these Standards, the Neighborhood Criteria will prevail.

K. Impact on Neighbors

All improvements must be located to minimize impact on neighboring properties. Visibility of an improvement does not constitute unreasonable impact.

L. Use

Improvements are approved for the stated use only.

2.1 HOME and GARAGE

A. Definitions

Any improvements or additions/structures attached to the dwelling or the garage, whether proposed or existing.

B. Location

The residence and all additions or attached structures, with solid roofs or attached enclosed structures, may not extend beyond any applicable setback line. A garage and all attached additions must comply with the dwelling setback line unless a separate setback line is established for the garage. On a side street, a garage or garage addition must respect the platted building line as well as any additional setback requirements established by these Standards.

C. Foundation Elevation

The top of the finished floor elevation, of a dwelling or an attachment to the dwelling, must be at least ___ inches above natural grade. No more than 18 inches (vertical dimension) of concrete foundation may be exposed to view. Patio slabs attached to the dwelling and converted to living area must be elevated to at least the height of the dwelling foundation. There may also be county or FEMA elevation requirements.

D. Setback Lines

The residence and all additions or attached structures, with solid roofs or attached enclosed structures, may not extend beyond any applicable setback line. A garage and all attached additions must comply with the dwelling setback line unless a separate setback line is established for the garage. On a side street, a garage or garage addition must be set back at least ___ feet from the side property line and respect all other location requirements established by these Standards.

E. Height

A home or garage may not exceed a two story plate height unless expressly permitted by the DSC or DRC.

I. Attached Buildings / Structures

A. Definitions

Building is a utility or storage building, greenhouse, playhouse or similar buildings, attached to the dwelling or garage.

Structure is a shop, studio, screened enclosure, fireplace with chimney, cabana, arbor, gazebo, patio cover, summer kitchen or similar structure, attached to the dwelling or garage.

Outdoor Living Area is an area that extends the living space of a dwelling into the outdoors. Outdoor living spaces incorporate the elements of indoor living and reflect the comforts of indoor living. Outdoor living areas may incorporate permanent structures such as sinks, refrigerators, grills and counter space, commonly defined as, "summer kitchen areas". Outdoor Living area may also be an area designed with patio furniture, bar and counter space, televisions, fire pits and fireplaces. Outdoor living areas can be covered or uncovered, incorporating covered solid roof structures, curtains, shades screens or other privacy accessories designed for outdoor use. Outdoor living is defined by the use of the area and the purpose of the design. This list is not all inclusive.

1. Height Restrictions:

- i. Overall height, size and location will be evaluated for its affect upon mass, scale, proportion and impact.
- ii. Greenhouses may not exceed ___ feet in height.
- iii. A home or garage may not exceed a two story plate height unless expressly permitted by the DSC or DRC.

2. Location

- i. All improvements must respect platted building lines and building setback lines.
- ii. Attached buildings must be located in the rear or side yard and in a location that does not result in an unreasonable or disproportionate impact on neighboring properties. The committees will consider alternate locations when reviewing attached buildings, to minimize impact on adjoining properties or neighboring tracts.
- iii. All improvements may require landscaping or a landscape plan.
- iv. Outdoor living areas covered by a solid raised roofed structure, typically including rafters must respect the platted building line and building setback lines.
- v. Outdoor living areas covered by open air pergolas, flat roofing covers or adjustable louvers must respect platted building lines.

3. Floor /Roof Area and Materials Restrictions:

- i. The maximum floor area permitted for any attached building is ___ square feet.
- ii. Polycarbonate covers placed on top of an arbor/pergola are considered an acceptable material. It will be considered part of the hard-surface area.
- iii. Greenhouse Materials include flat, rigid, plastic, glass panels that are transparent or neutral in color. Aluminum or steel frames must be finished in muted shades.

B. Awnings

Awnings must have a simple, plain design and be consistent with the architectural style and scale of the residence. Awnings must be a muted solid shade. Metal awnings are not acceptable. Shade

cloth screens can affect the appearance of a dwelling and should be chosen with care. All awnings require review and approval by the Plan Review Committee or its designee.

C. Carports

Aluminum or steel carports are not allowed. Carports must be architectural extensions of the dwelling or elements of the dwelling itself. Detached carports are not permitted on lots adjacent to a golf course or lake.

D. Garage Conversion

Unless otherwise stated in the Neighborhood Criteria, each dwelling must have sufficient area to park two vehicles in a garage or under a carport. Each car must have direct access to the driveway. Garages may not be converted to living area unless at least ___ square feet of enclosed storage space is maintained in the pre-existing garage area or added to the dwelling or garage.

E. Garage Doors

Garage doors must be wood, fiberglass or metal, painted to be architecturally compatible with the approved colors of the home and must not adversely impact the overall character of the neighborhood. All changes in material or color to the garage door require an application. All garage doors must be painted to match or be compatible with the colors of the home or the garage. Garage doors must comply with the Neighborhood Criteria. Care should be taken to avoid the excessive use of colors and materials on the home.

F. Garages

When adding a third (or fourth) bay to a garage that is set back less than ___ feet from the street property line, the front plane of the additional garage area must be off-set from the plane of the existing garage to soften the impact of the garage expansion.

G. Gutters / Downspouts and Rainwater Harvesting Tanks.

Gutters, downspouts and rainwater harvesting tanks must be designed and installed so that water runoff does not adversely affect drainage on adjacent properties. Rain water harvesting tanks may not exceed ___ feet in height, should be painted to be compatible with the color of the home, screened by solid fencing or substantially screened with native vegetation to screen the view from the street and adjacent properties, as seen from ground level. No more than ___ rainwater harvesting tanks will be permitted on any lot.

These improvements must not halt or materially impede drainage flowing off of a neighboring tract, and must not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property owner(s).

H. Roof Vents

Roof vents and stacks must be located on the rear slopes of roofs whenever possible. All exposed roof accessories (including, but not limited to vents, flashing, attic ventilators, and metal chimney caps) must match or be compatible with the color of the roofing material.

I. Screens

Screens must be brown, black, bronze or charcoal gray in color.

J. Skylights and Solar Collectors

Collectors will be permitted on the street-side slope of a roof only if they are of a flat profile, conform to the slope of the roof, and are placed so that the top edge of the collector is parallel to the roof ridge. No part of the installation may be visible above the roof line. Skylights must be of a low profile, preferably flat or slightly curved. Skylight and collector frames, support brackets and any exposed piping must be painted to match or be compatible with the roofing material.

K. Windows

When replacing windows, careful consideration must be given to type and style and compatibility with the design of the home. Window coverings must be consistent with the character of the neighborhood. Tinted glass is acceptable. Reflective materials, such as, mirrored glass or foil is not acceptable. Security bars are not permitted.

This list is not all inclusive.

If for any reason it is determined by staff that an application is to be reviewed by a Plan Review Committee, it will not be eligible for staff approval, and will be posted for committee review at the next available Plan Review Committee meeting.

2.1 DRIVEWAYS, WALKWAYS, DECKS, PAVING AND DOCKS

The building code, Neighborhood Criteria and Part I of these Standards have further requirements applicable to all improvements.

A. Driveways

- Driveway access to an adjacent street is prohibited if access is restricted on the plat.
- Circular driveways must have a lot width no less than ____ feet wide at the front lot line and must allow for a 16 foot minimum turning radius at the center line. Reference the plat to determine if street access is limited. Width must not exceed ____ feet except at the specified drop off point. Additional vegetation may be required for purposes of screening.
- Hook-In or L-Shape driveways require a minimum of ____ feet from the back of the garage door to the edge of the driveway pad to appropriately access a garage or street.
- The width of a driveway may be equal to the width of the garage doors plus ____ feet on each side or the width of the garage, whichever is less, for a distance of ____ feet as measured from the predominant front plane of the garage. After ____ feet the driveway must taper down to:
 - A maximum of ____ feet in width for 2 car garages and
 - A maximum of ____ feet in width for 3 car or more side by side garages. *(see below)*
- For driveways less than ____ feet in length as measured from the most predominant front plane of the garage to the street pavement edge, a planter bed with a mix of native plants and shrubs, must be planted and maintained at the portion of the driveway where the taper occurs.
- Borders made of contrasting materials such as stained or patterned concrete, flagstone, brick or similar materials which are architecturally compatible will be permitted on both sides of the driveway as long as they are not used as permanent parking areas. These types of borders may not exceed 18 inches in width and may not extend beyond the width of the garage. Driveway borders may extend to the street pavement edge.

B. Walkways

- Walkways may not exceed ___ feet in width. Additional width may be allowed from areas where a walkway extends into a patio or front door entry way.
- Side-lot walkways must be located a minimum of one foot from the property line and may encroach into the easements.
- Walkways that encroach into an easement, a platted building line or a street right of way to allow for access to the dwelling and the street will be considered on a case by case basis and must be limited in scope.
- In neighborhoods where an alley exists, walkways for public use may not exceed ___ feet in width.

D. Materials

Driveways must be concrete or other masonry materials. Patios, walkways and decks may also use stone or weather and insect resistant wood. Asphalt paving is not permitted. Please reference the acceptable hard- surface material under Standard 1.6, M.

E. Hard-Surface Area

Hard-surface area is covered by paving, foundation, flagstone, masonry pavers, roofed structures or other impermeable hard surfaces, expressed as a percentage of the total lot area. The Neighborhood Criteria defines the maximum percentage of a lot that may be hard-surface area. All improvements must comply with the maximum hard-surface area limitation for that lot established by the Neighborhood Criteria.

Materials not considered to be hard surface are crushed rock, crushed gravel, crushed granite and bull rock that are not set in concrete, mortar or formed with stabilizers. *This list is not all inclusive.*

F. Drainage

Texas law in conjunction with the Texas Water Code requires that the owner ensure that the placement of any improvement or landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property owner(s). The drainage from each lot should be directed to the street where possible. In instances where the rear area of a lot is lower than the elevation of the street, a lot-to-lot drainage solution may be needed. In these situations, a lot cannot block drainage from an adjacent lot that naturally flows across that lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected property owner(s).

2.2 FENCES

The building code, Neighborhood Criteria and Part I of these Standards have further requirements applicable to all improvements. Fence installations and modifications often require code inspection due to an existing or surrounding pool, spa or pond.

A. Easements

- Fence construction within an easement is at the risk of the owner. The owner must comply with all utility company requirements, including the maintenance of proper

clearances around transformer cabinets. Utility companies should be contacted to mark their lines prior to construction within a utility easement.

- Fencing within drainage, sanitary sewer, water line or pipeline easements must be approved by the easement owner in addition to Plan Review Committee approval.

B. Emergency Access

If vehicular access to a lot is restricted by a fence, gate or other barrier, a key box (KNOX box) or other approved means of access for emergency vehicles must be installed and maintained at all times in accordance with approved plans. The owner of each single family lot must at all times maintain and keep in good working order the key box or other system permitting emergency access through a front gate. Please contact the fire department to make the appropriate emergency access arrangements.

C. Face Orientation Finished Side Out:

- All fences must be constructed with the finished side facing outward to the street or any tract of land.
- The unfinished side of a fence may be visible through a breezeway fence.
- Solid fencing located on a shared property line may be allowed with the unfinished side facing the adjoining residential properties provided that the homeowner submit written consent from the adjacent property owner(s); and no portion of the unfinished side is visible to the street or any tract of land.

Good Neighbor Fences: Fence types H and J may be constructed with alternating sections having the construction rails facing outward. Construction rails may not be visible at ground level from any street or other property.

D. Interior Fencing

On properties where solid perimeter fencing (___-feet or taller) exists, an interior fence that is no taller than four-foot is pre-approved and requires no application provided that:

- The interior fencing is not used for the purposes of confining an animal.
- The interior fencing does not compromise a pool barrier.
- The interior fencing is not a pool barrier.
- The interior fence is not visible from a street or adjacent property as seen from ground level.

E. Pet Barriers

Properties with combination wrought iron and wood fencing can install a solid wood gate/fence from the house to the side fence to act as a screen or a pet barrier. The fence/gate should match the existing wood fence on property and must be located to the rear of the side property line wrought iron panels or ___ feet back from the existing wrought iron fence whichever is greater. Fencing must comply with Standard regarding Face Orientation, see Section C.

Properties with wrought iron fence may use only black mesh or similar type material inside the wrought iron fence as a temporary pet barrier for up to six months. If it is to be used permanently, then the mesh must be screened by evergreen vegetation to the street. Height of the mesh must

not exceed ____ feet in height.

Properties with wrought iron fencing that apply permanent wrought iron posts to serve as a pet barrier are allowed, provided they must be constructed so that the fence is in compliance with the International Building Code as a security barrier.

F. Height (Please reference Neighborhood Criteria for further requirements).

Height Restrictions for fences and other fence components are:

- The minimum perimeter fence height is ____ feet.
- The maximum perimeter fence height is:

Eight-foot:

- On properties adjacent to a major thoroughfare. The eight foot fence is only parallel to the major thoroughfare street. On tracts where there is a pre-existing, approved eight-foot fence, fencing can be given staff approval when applications are made simultaneously for three or more contiguous properties along the span of roadway with the fencing on each individual lot to be changed to the eight-foot height at the same time.
- Where eight-foot fencing will adjoin pre-existing fencing along the street thoroughfare, the new fencing must be “stepped down” to meet the lower height.
- On corner lots, the eight-foot fence height must extend around the corner and must then be stepped down vertically to meet the lower height.

Seven-foot:

- On properties adjacent to a collector street or major thoroughfare. The seven foot fence is only allowed along the property line that is parallel to the collector street or major thoroughfare.
- Where seven-foot fencing will adjoin a lower fence height along the collector street or major thoroughfare, the seven-foot fencing must be vertically “stepped down” to meet the lower height. On a corner lot, the seven-foot fence may extend around the corner the length of one span (no more than eight feet) and must be “stepped down” vertically to meet the lower height.

Six foot six inches

- On all other properties with or without a rot board.
- One horizontal rot board six inches or less in height is permitted at the bottom of the fence.
- One horizontal rot board no more than ____ inches must be screened by vegetation to soften the view from an adjoining street right-of-way (SROW.)
- The total fence height may not exceed the approved height.
- Rot boards are permitted along breezeway fences and are not required to be screened from the street right of way.
- Wing walls may not exceed six feet in height at the property line.
 - Privacy structures, courtyard enclosures, wing walls and breezeway fences must be integrated into the architectural design of the dwelling; may exceed six feet in height.
- Driveway access gates may exceed the overall fence height.
- Where allowed, decorative columns, posts and gates along the front of lots are:
 - Restricted to ____ inches above the approved fence height for properties where the front property line is less than 85 feet in width. Restricted to

eight feet in height for properties where the front property line is greater than or equal to ____ feet in width. Decorative columns, posts and gates located in the rear or side yard are restricted to seven feet in height.

G. Location

- All portions of the fence must be constructed on the owner's lot. Fences may not be built in a public street right-of-way, open space reserve or greenbelt.
- Front yard transparent fencing must be set back ____ feet from the front property line with integrated vegetation.
- Rear and Side yard fencing must respect the platted building line if present
- On corner lots fencing may be permitted to extend ____-feet over the side platted building line provided that a planter bed with integrated trees and plants is placed immediately adjacent to the fence.
- No fencing is permitted along a lot boundary that is adjacent to a private street or a public access easement unless ____feet from the pavement edge.
- Decorative columns may not be located within ____ feet from any corner of the lot.
- Courtyard enclosures and privacy structures must respect all easements and platted building lines.
- Wing walls may not be located in front of the dwelling, but may extend to the side lot boundaries except on a corner lot, where they may not extend beyond the platted building line along the side street.
 - Solid fences (e.g., less than ____ percent transparent) are not permitted:
 - Unless located at least three feet back from the front facade of the dwelling.
 - Along a side or rear lot boundary that is adjacent to a public street unless set back ____feet from the property line or to the platted building line, whichever is greater.
 - In the rear yard of lots with golf course or lake frontage.

H. Design

The Plan Review Committee will consider alternate designs to the pre-approved designs shown below. The designs must be in keeping with the character of the neighborhood and aesthetically pleasing.

I. Materials

Fences must be designed and constructed of materials that assure that they remain straight and plumb. Acceptable materials are:

- Wood, metal, stone or masonry.
- Galvanized steel posts, two inches in diameter, extending no higher than the top of the fence when used on the interior of a solid fence.

Unacceptable materials include, but are not limited to:

- Chain-link, wire or wire mesh, unless within the enclosure of a solid fence
- Sheet or expanded metal and stamped metal posts
- Plastic or fiberglass (corrugated, flat or woven)
- Rope, bamboo, reed or wire-bound wood pickets
- Unfinished cinder block

J. Neighborhood Fence Style

Neighborhood Criteria may require fences of a specified design to be constructed and maintained on the rear or side property lines of certain lots that adjoin a street right-of-way or open space reserve in the interest of overall architectural street continuity.

K. Paint or Stain

Wood fencing must be permitted to weather naturally. Any paint, stain or tinted color sealant requires approval and must be of muted shades. White fences will be considered only when architecturally appropriate. Each side of a wood or composite material fence must be one color.

L. Security Barriers

Fences and gates that comply with this Standard may not be acceptable as a security barrier. If there is an existing or proposed swimming pool, spa, pond or hot tub on the lot, a security barrier is required. An application and inspection through a third-party qualified inspector are required if:

- More than ___ linear feet of barrier fencing is or has been replaced, redesigned, reconstructed or relocated.
- Any gates have been installed, replaced, redesigned, reconstructed or relocated.

M. Tree Preservation

Every effort must be made to preserve existing trees by adjusting fence lines to weave among, jog around or abut to trees or stands of trees. No part of a fence may attach to a tree. No tree having a diameter greater than ___ inches measured ___ feet above natural grade may be removed for installation of fencing.

2.3 LANDSCAPING, YARD STRUCTURES AND TREE REMOVAL

The building code, Neighborhood Criteria and Part I of these Standards have further requirements applicable to all improvements.

Residential lots in Southern Pointe have been developed to preserve as much of the natural forest as possible. Native vegetation is an important landscape element in Southern Pointe. It provides the unity and constant “sense of green” that is of immeasurable value to the visual pleasure and enjoyment of the outdoor experience. The preservation of native vegetation—tree canopy, under story and forest floor is strongly encouraged.

Intent:

The general intent of the Landscape Guidelines is to provide a framework for site improvements through landscape plantings. The goal is to create an orderly landscape utilizing native and adaptive plants, which are naturally drought tolerant and resistant to pests and diseases. With less watering, fertilizing, and chemical control required, the residents at Southern Pointe will contribute to the conservation and preservation of our precious water resources. Please utilize the minimum standards, set forth in these Single-Family Builder Guidelines, to help create a relationship and connection with the theme of the community.

Builder General Landscape Design Standard:

- A. Builders are encouraged to consult professional Landscape Architects for assistance in their homes landscape design.
- B. Planting beds are to be curvilinear with the shrubs massed in tiers. Smaller shrubs and ground cover are to be placed in the front of the bed. Larger shrubs should be placed in the rear of the bed. Groupings of shrubs of the same species provide a substantial look in scale with the house. Planting beds should wrap the corners of the front facade of the house.
- C. Care should be taken when planting large trees and shrubs near the foundation. It is suggested by landscape professionals that large trees and shrubs should be planted no closer to the foundation than _____ times the diameter of the root ball of a mature plant.
- D. Avoid planting shrubs along the house's foundation at a constant distance from the foundation. Radius beds should be placed ___ feet (___') minimum from the house. Widths of the beds should vary. A single row of foundation planting is not acceptable.
- E. Planting beds, in addition to foundation plants, should extend toward the front property line to offer a more lush appearance to the community.
- F. Bare ground with no planting is prohibited.
- G. Mulch all planting beds with at least 2" deep shredded hardwood mulch. Other materials to be used in place of mulch will require submittal to the Declarant for approval.
- H. Gravel and rock may be used at the drip line of house, but is not permitted for use or substitution of shrubs, ground cover, and mulch or grass lawns. Specimen boulders are permitted upon review of the plan.

I. LANDSCAPING

A. Hardscape Material

Artificial turf, asphalt or other artificial ground covers are not allowed as landscaping material. Red mulch is allowed in limited amounts as a ground cover.

Crushed rock, gravel, flagstone and moss rock may be considered if used for pathways, drainage swales or landscaping borders, when used in limited amounts. Stone may be used in limited amounts as ground cover.

B. Landscape Borders

Landscape borders, with incorporated rock or stone used to create a defined edge for landscaping beds are acceptable. A border can be made of stone or wood; must be in keeping with the character and design of the home and used for the purposes of surrounding a planting bed.

- Landscape borders greater than ____ inches in height require application.
- Landscape borders greater than ____ inches in height that are located in the street right-of-way require review by a Plan Review Committee or its designee.
- Landscape borders must not compromise security barriers.

C. Drainage

Texas law in conjunction with the Texas Water Code requires that the owner ensure that

the placement of any improvement or landscaping does not halt or materially impede drainage flowing off of a neighboring tract and does not redirect the flow or significantly increase the amount of water flowing onto a neighboring tract. Enforcement of this requirement is by the affected property owner(s). The drainage from each lot should be directed to the street where possible. In instances where the rear area of a lot is lower than the elevation of the street, a lot-to-lot drainage solution may be needed. In these situations, a lot cannot block drainage from an adjacent lot that naturally flows across that lot on a path to a drainage swale, stream or outlet. Enforcement of this requirement is by the affected property owner(s).

D. Front Yard Landscaping

Forty percent of the front yard (excluding the portion covered by driveway and walkways) must be trees, shrubbery, flowers, mulch or plants other than turf or grass. No trees, shrubbery, plants or vegetation may be removed that would result in the grassed area exceeding __ percent of the front yard. Vegetable gardens located in an area visible from an adjoining street right of way must be limited in mass, scale and proportion. Vegetable gardens will be permitted with integrated landscaping or screening as needed.

Nongovernmental election signs must:

- Be in good repair and aesthetically pleasing in keeping with the character of the community.
- Not be lighted, accompanied by music, sound, balloons or streamers, or be distracting to motorists.
- Not exceed __ square feet in area.
- Not exceed __ feet in total installed height (including post, if any).

I. Lot Owner Approval

Political election signs may not be placed on a lot without the prior written consent of the owner of the lot. Nongovernmental election signs may not be placed on a lot without the prior written consent of the owner of the lot.

J. No Message Approval

Approval of a sign does not imply approval of the message.

K. Removal

The Plan Review Committee, Southern Pointe or its designee has the right to remove any sign in violation of this Standard.

A SATELLITE DISH ANTENNAE and HIGH DEFINITION (HD) ANTENNAE

The building code, Neighborhood Criteria and Part I of these Standards have further requirements applicable to all improvements.

I. LARGE SATELLITE DISH

A. One Per Lot

Only one large satellite dish (antenna diameter greater than 39 inches) may be installed on any lot or tract.

B. Location

Large satellite dish antennae must be located within the rear yard, respect platted setback lines, not be installed in an easement and be located or screened so it does not cause an unreasonable or disproportionate visual impact on neighboring properties.

C. Height

The overall height of the finished installation (to the highest point of the antenna) may not exceed _ feet.

D. Screened

Large satellite dish antennae must be screened by a six-foot tall solid property line fence.

E. Trees

Trees greater than six inches in diameter measured ___ feet above natural grade may not be removed. Vegetation may not be extensively pruned for the installation of a large satellite dish antenna or to improve its signal reception.

II. SMALL SATELLITE DISH AND HIGH DEFINITION ANTENNAE

A. Location

Small satellite dishes and high definition television antennae (antenna diameter 39 inches or less) must be located in the rear yard, or no less than half the distance back from the front facade on the side of the home or garage, home or garage roof, if satisfactory reception can be achieved. Satellite dishes may not be attached to a fence if the fence is located on the property line. Location in an easement is acceptable, subject to the rights of the easement owner. Satellite dishes and HD television antennae, which are 39 inches or less in diameter, may also be located in the side yard or the side surface of the home or garage or roof of the home or garage.

B. Screened

Ground mounted dishes and antennae installed in the front yard or in the side yard adjacent to a side street must be screened from view from adjacent properties and street rights-of-way. In all cases, small satellite dishes and antennae must be located to minimize visibility from surrounding properties and street rights-of-way.

C. Trees

Trees greater than ___ inches in diameter measured ___ feet above natural grade may not be removed. Vegetation may not be extensively pruned for the installation of a small satellite dish antenna unless required to obtain adequate reception.

III. COLOR

All satellite dish antennae, including the supporting structure and related equipment, must be muted shades.

3.1 HOME MAINTENANCE

A. General Maintenance

Southern Pointe Covenants require each owner to keep their entire property (front, rear and side) and improvements in good order and repair including all appropriate external care of all buildings and other improvements in a manner and with such frequency as is consistent with safety and good property management.

Among the requirements of this section are *(this list is not all inclusive)*:

- Repairing windows.
- Painting and staining
- Repairing and maintaining siding, garage doors, gutters, fences, roofs, shutters, screens or decks.
- Mowing, weeding, edging, seeding, and pruning, including areas up to the pavement edge.
- Removal of substantial yard debris such as leaves, pine needles, branches, etc.
- Maintaining trees and shrubbery, such as removing dead trees, tree limbs, yard debris and weeds from flowerbeds.
- Removing exterior algae/mildew on dwellings, garages and all other existing improvements.
- Repairing all damaged walkways and driveways to the street pavement edge.
- Repairing any damaged paved areas.
- Maintaining any drainage structure on the lot.
- Removing all trash and debris.
- Storing all equipment, materials, supplies and appliances out of public view from the street or any adjacent property.
- Storage within a carport is permitted only on lots originally constructed without a garage and must present a neat and orderly view from the street.
- Hanging clothing or other household fabrics in the open on any lot is not permitted unless the same are hung from an umbrella or retractable clothes hanging device that is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles provided such fence or other enclosure has been approved by a Plan Review Committee.
- Maintaining pool, pool equipment, pumps and filters.
- Maintaining and screening portable toilets/restroom facilities.

B. Trash and Recycle Carts

Trash and recycle carts must be screened from view at ground level from any adjacent public or private property, or located behind an acceptable screened structure. It is preferred that trash and recycle carts should be stored behind existing solid fencing or contained in the garage.

C. Trash, Refuse and Recyclables

- All trash or refuse burning is prohibited.
- All trash, refuse and recyclables (except bundled limbs and branches) must be placed in containers required by the waste collection contractor.
- All trash, refuse or recycling containers may be placed near the street edge no earlier than one day prior to regularly scheduled waste collection. Emptied containers must be removed from the street, front yard or driveway by the end of the collection day.

- Containers must be stored on the owner's property at all times.
 - All trash and refuse containers must be stored out of public view at ground level from the street, alley or adjacent and surrounding properties at all times except during waste collection period.
-

EXHIBIT G

UTILITY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

THIS AGREEMENT made and entered into as of the date herein last specified, by and between the CITY OF COLLEGE STATION, TEXAS (the "City"), a municipal corporation and home-rule city located in Brazos County, Texas, and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (hereinafter the term "District" (as defined herein) .

WITNESSETH:

WHEREAS, the Texas Commission on Environmental Quality (the "TCEQ") by order dated January 14, 2015 has granted the landowner's petition to create the District within the extraterritorial jurisdiction of the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage (as more fully defined below, the "Facilities"), as well as road facilities, to serve development occurring within the extraterritorial jurisdiction of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, the City by resolution dated March 27, 2014 has consented to the creation of the proposed District pursuant to the conditions of the City resolution and its code of ordinances (the "City Consent Resolution"); and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have

further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the Commission, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Administrator” shall mean the City Administrator of the City.

“Commission” shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

“District” shall mean Brazos County Municipal Utility District No. 1, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 552.905 acres of land described on Exhibit “A” attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been

issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean Jones and Carter, Inc., consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

“General Plan” shall mean the plan for the physical development and use of the land in the District as shown in Exhibit “D” and as amended from time to time with the approval of the City.

ARTICLE II DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as well as any road facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more

stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible. The District shall be authorized to construct such roads as are authorized by applicable law.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply as needed and required by the District, and same shall be provided without capital charges of any kind. The City shall supply water through two 12" water supply lines located at the points of connection described on the map attached hereto as Exhibit "B" ("Water Supply Lines"). The District will pay all design, easement, and construction costs for all off-site infrastructure that is required to provide City water service to the District, and all on-site water infrastructure, unless City requires any oversizing to serve land outside the District, which oversizing will be funded by the City. The District may make other points of connection to the City's water supply system as approved by the City engineer. The District will obtain any necessary off-site easements to the extent required for any Water Supply Lines to serve the District.

2.03. Wastewater Treatment Plant Facilities. The City and the District agree that the property located within the District is designated as part of the service area of the Lick Creek Wastewater Treatment Plant. The City represents that it has sufficient capacity in the Lick Creek Wastewater Treatment Plant to serve the full development of the District as shown on the General Plan. In the event that the Lick Creek Wastewater Treatment Plant does not have sufficient capacity to serve the full development in the District as shown on the General Plan, the City agrees to make any necessary improvements to the Lick Creek Wastewater Treatment Plant, at no cost to the District, in order to serve the development in the District.

2.04 Wastewater Connections. The District will pay all design, easement, and construction costs for all off-site and on-site wastewater infrastructure that is required to collect wastewater and cause the wastewater to flow to the treatment plant, as shown on Exhibit "C" attached hereto (the "Wastewater Points of Discharge"). The District will obtain any necessary off-site easements to the extent required for any sewer trunk lines to serve the District. All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Discharge.

Notwithstanding the foregoing, the City shall not allow to be made any connection to the District's sanitary sewer system until, with respect to such connection:

(1) the City has inspected the connection and premises and has issued a letter of completion for that connection; and

(2) pursuant to the City ordinances in effect at the time of this Agreement, all buildings or structures served by connections shall be located entirely within the boundaries of a lot or parcel shown in a preliminary plan, final plat, site plan, or replat filed with and finally approved by the City Planning & Zoning Commission of the City and duly recorded in the official records of the county where the property is located (provided this limitation shall not apply if no preliminary plan, final plat, site plan, or replat is required by applicable State statutes, City ordinances or City Planning & Zoning Commission regulations).

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in the Lick Creek Wastewater Treatment Plant and/or has sufficient water supply to serve the District.

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the water and wastewater infrastructure as described in Sections 2.02 and 2.03 (the "infrastructure") is acquired and constructed, the District shall convey the same to the City, reserving, however, a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the water and wastewater infrastructure has been discharged, the District shall execute a release of such security interest and the City shall own the infrastructure free and clear of such security interest.

3.02. Operation by the City. As construction of each phase of the infrastructure is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the infrastructure shall be operated and maintained by the City at its sole expense as provided herein. In the event that the infrastructure has not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the infrastructure and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the infrastructure and provide service to all users within the District without discrimination. The City shall at all times maintain the infrastructure or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the

infrastructure, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding any City ordinance to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.05 Condemnation of Property Outside District Boundaries. The District shall not be authorized to exercise the power of eminent domain to acquire property that is located outside the boundaries of the District (except for off-site water and wastewater infrastructure as described in Section 2.02 and 2.03 required to connect to the City's wastewater and/water system) without the approval of the City.

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution. The authorizing order or resolution regarding the issuance of bonds, which bonds shall be and remain obligations of the District until its dissolution, must be approved the City Council to the extent that such resolution is in compliance with the City's policy related to the creation, operation and dissolution of municipal utility districts approved by the City in Resolution No. 01-09-14-01 dated January 9, 2014.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the

District has been approved by the TCEQ. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

Terms of any refunding proposed by the District must be approved by the City Council.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities, road facilities, and park facilities, to the extent permitted by law, or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the eighth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five days after notice of sale of the bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any

revenues of the Facilities.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities or road facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities and road facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities and road facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies or as provided in Section 5.01 below.

4.06. Sale or Encumbrance of Facilities. It is acknowledged that, except as otherwise provided in Article III of this Agreement, the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE V DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to annex and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the Facilities and roads to serve all the developable acreage at full development has been constructed including the water, wastewater treatment, and drainage Facilities and roads . Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, recreational areas, schools, and open space; and
- 2 The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to: City Manager
City of College Station
P.O. Box 9960
College Station, TX 77842

If to the District, to:

Brazos County Municipal Utility District No. 1
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Stephen M. Robinson

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

7.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties:

7.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

7.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

7.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

List of Exhibits

Exhibit "A": Metes and Bounds of the District

Exhibit "B": Connection to City's water system

Exhibit "C": Connection to City's wastewater system

Exhibit "D": General Plan

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of ____ 2015.

THE CITY OF COLLEGE STATION, TEXAS

Mayor

ATTEST/SEAL:

City Secretary

APPROVED AS TO FORM:

City Attorney

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

Brazos County Municipal Utility District No. 1
 District Boundary
 552.9 Acres

S.D. Smith Survey
 Abstract No. 210

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 552.9 acre tract situated in the S.D. Smith Survey, Abstract No. 210 in Brazos County, Texas, being all of a called 552.905 acre tract conveyed to McAllister Opportunity Fund 2012 LP described in a special warranty deed recorded in Volume 11756, Page 130 of the Brazos County Official Public Records (BCOPR); said 552.9 acre tract being more particularly described as follows with all bearing being based on the northwest line of said 552.9 acre tract, having a record bearing of North 55°06'25" East;

BEGINNING at a point for corner being the west corner of said 552.905 acre tract, also being in the northeast right-of-way of Texas State Highway No. 6 (Highway 6), and being the south corner of a called 1282.09 acre tract conveyed to Animate Habitat, LTD recorded in Volume 5463, Page 208 in the BCOPR;

THENCE, along the southeast line of said 1282.09 acre tract, also being the northwest line of said 552.905 acre tract, the following two (2) courses and distances:

1. North 55°06'25" East, 3263.40 feet to a point for corner;
2. North 48°42'01" East, 2373.41 feet to a point for corner being the north corner of said 552.905 acre tract, being an interior corner of the said 1285.09 acre tract;

THENCE, South 39°32'17" East, along the southwest line of said 1282.09 acre tract, the southwest line of a called 2.92 acre tract conveyed to Ashraf Lakhani recorded in Volume 8902, Page 256 of the BCOPR, and a southwest line of a called 6.00 acre tract conveyed to Samantha Conole recorded in Volume 1681, Page 299 of the BCOPR, 4523.53 feet to a point for corner;

THENCE, South 13°53'13" West, along the southeast line of said 552.905 acre tract, along the northwest line of said 6.00 acre tract, along the west line of a called 5.604 acre tract conveyed to Samantha Conole recorded in Volume 1685, Page 221 of the BCOPR, and the west line of a called 6.348 acre tract conveyed to Charles Anderson II, recorded in Volume 1647, Page 281 of the BCOPR, 1613.08 feet to a point for corner being a southeast corner of said 552.905 acre tract, also being a northeast corner of a called 10.01 acre tract to Laredo Energy recorded in Volume 11588, Page 220 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, being the north and west lines of said 10.01 acre tract, the following four (4) courses and distances;

1. North 76°35'25" West, 574.92 feet to a point for corner;
2. South 14°00'53" West, 286.04 feet to a point for corner;
3. South 86°03'48" West, 349.65 feet to a point for corner;
4. South 09°25'22" West, 165.58 feet to a point for corner marking the northwest corner of a called 20.00 acre tract to Sharyn Conole recorded in Volume 11561, Page 232 of the BCOPR;

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

THENCE, along the west line of said 20.00 acre tract, the following four (4) courses and distances:

1. South 04°14'54" East, 117.42 feet to a point for corner;
2. South 26°26'44" West, 114.20 feet to a point for corner;
3. South 07°20'44" West, 314.98 feet to a point for corner;
4. South 10°05'29" West, 282.26 feet to a point for corner marking the southwest corner of said 20.00 acre tract, being in the north right-of-way of Peach Creek Cutoff Road;

THENCE, South 86°59'09" West, along the north line of said Peach Creek Cutoff Road, 71.87 feet to a point for corner, being the southeast corner of Lot 1, Block 1 of the LGL Subdivision recorded in Volume 5996, Page 197 of the BCOPR;

THENCE, along the south line of said 552.905 acre tract, being along the east, north, and west lines of said Lot 1 Block 1, the following four (4) courses and distances:

1. North 10°05'29" East, 296.88 feet to a point for corner;
2. North 07°20'44" East, 113.30 feet to a point for corner;
3. South 86°59'29" West, 586.03 feet to a point for corner;
4. South 02°57'21" East, 400.65 feet to a point for corner being the southwest corner of said Lot 1 Block 1, also being in the north line of said Peach Creek Cutoff Road;

THENCE, along the north line of said Peach Creek Cutoff Road, being the south line of said 552.905 acre tract, the following three (3) courses and distances:

1. South 86°59'09" West, 182.01 feet to a point for corner;
2. South 89°04'20" West, 850.85 feet to a point for corner;
3. North 73°35'16" West, 273.19 feet to a point for corner in the east line of a called 3.333 acre tract conveyed to GSI Oil & Gas Inc. recorded in Volume 2144, Page 173 of the BCOPR;

THENCE, along the southeast, northeast and northwest lines of said 3.333 acre tract, being the southwest line of said 552.905 acre tract, the following four (4) courses and distances:

1. North 16°28'27" West, 121.52 feet to a point for corner;
2. North 37°34'13" East, 169.28 feet to a point for corner;
3. North 52°25'47" West, 501.14 feet to a point for corner;
4. South 37°37'29" West, 278.22 feet to a point for corner in the northeast line of aforementioned Highway 6;

Brazos County Municipal Utility District No. 1
District Boundary
552.9 Acres

S.D. Smith Survey
Abstract No. 210

THENCE, along the northeast line of said Highway 6, being the southwest line of said 552.905 acre tract, the following three (3) courses and distances:

1. North 52°20'20" West, 199.00 feet to a point for corner;
2. North 54°51'16" West, 2308.70 feet to a point for corner;
3. North 60°19'08" West, 243.16 feet to a point for corner marking the south corner of the Viking Subdivision recorded in Volume 5973, Page 11 of the BCOPR;

THENCE, along the southeast and northeast line of the Viking Subdivision, the following two (2) courses and distances:

1. North 39°21'01" East, 442.04 feet to a point for corner;
2. North 60°25'37" West, 399.87 feet to a point for corner marking the north corner of said Viking Subdivision, being in the southeast line of a called 9.306 acre tract conveyed to Texas World Speedway recorded in Volume 3363, Page 197 of the BCOPR;

THENCE, along the southeast line, north line, and northwest line of said 9.306 acre tract, the following five (5) courses and distances:

1. North 39°22'29" East, 410.88 feet to a point for corner;
2. North 82°59'07" West, 522.73 feet to a point for corner;
3. North 89°15'40" West, 157.48 feet to a point for corner;
4. South 79°48'33" West, 49.99 feet to a point for corner;
5. South 36°51'11" West, 484.45 feet to a point for corner being the west corner of said 9.306 acre tract, being in the northeast line of aforementioned Highway 6;

THENCE, along the northeast line of Highway 6, being the southwest line of aforementioned 552.905 acre tract, the following two (2) courses and distances:

1. North 54°37'53" West, 215.86 feet to a point for corner;
2. North 47°36'20" West, 267.76 feet to the **POINT OF BEGINNING, CONTAINING** 552.9 acres of land in Brazos County, Texas as shown on the Brazos County MUD No.1 Political Boundary Map.

This document was prepared under 22 TAC 663.21, and does reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or configuration of the political subdivision for which it was prepared.

C0108/0002/Survey/Docs/District Political BDY



5/23/2014

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR
BOUNDARY CLOSURE

STATE OF TEXAS §

COUNTY OF BRAZOS §

I, undersigned, a duly registered professional land surveyor under the laws of the State of Texas, a duly authorized and acting representative of Jones & Carter, Inc., consulting engineers, the duly appointed and acting engineers for Brazos County Municipal Utility District No. 1 of Brazos County, Texas (the "District"), do hereby certify that:

1. I am familiar with and have examined the attached metes and bounds description of the boundaries of District.


2. In my opinion, the place of beginning in said description can be located and followed on the ground.

3. In my opinion, said metes and bounds description duly closes and completely includes all of the territory comprising the District.

4. In my opinion, no part of the District is within the limits of any city, town, or village and no part of the District is within the extraterritorial jurisdiction of any city, town, or village except the City of College Station, Texas, and the entire District is within the extraterritorial jurisdiction of said City.

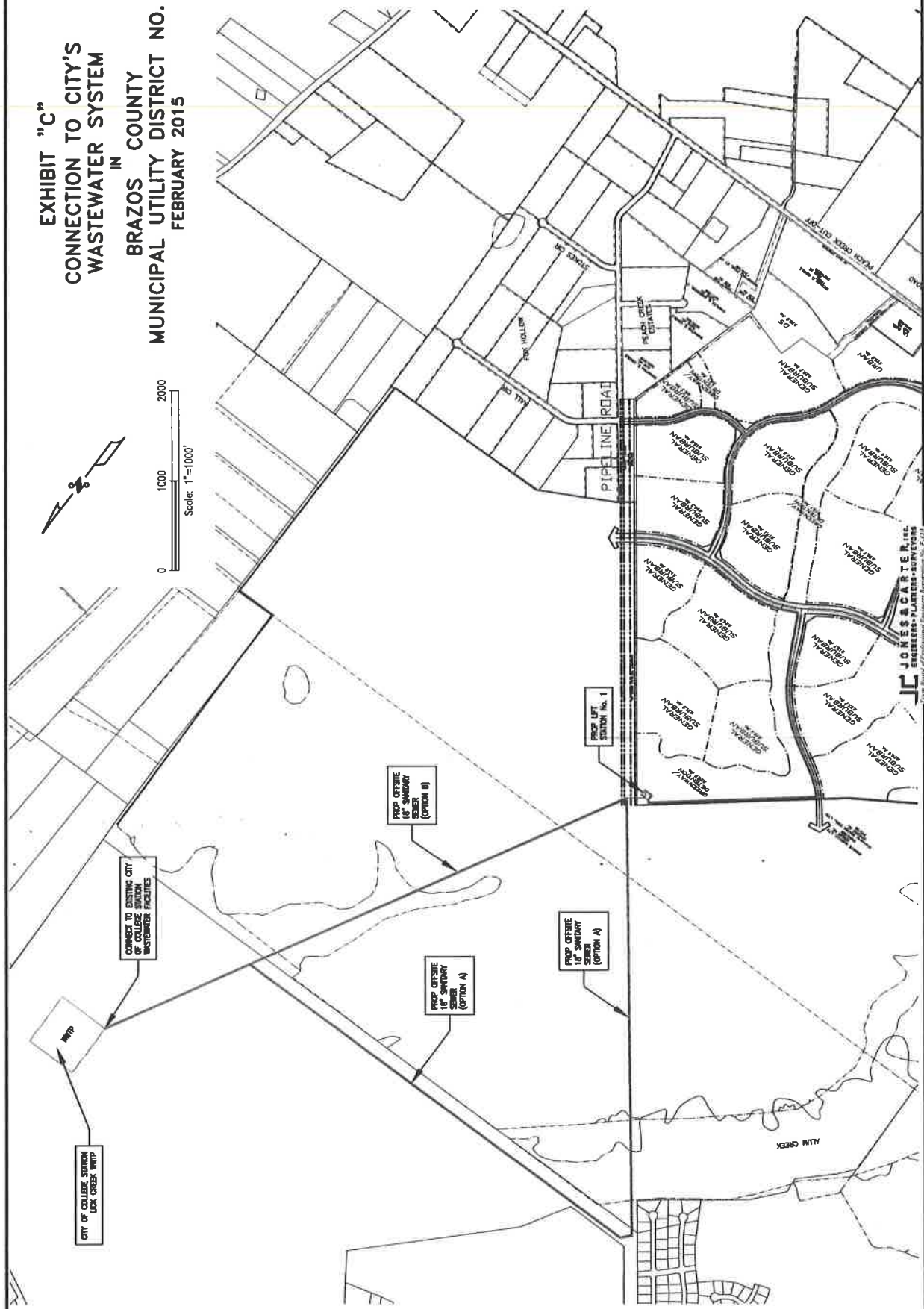
WITNESS MY HAND AND SEAL this 23rd day of May, 2014.





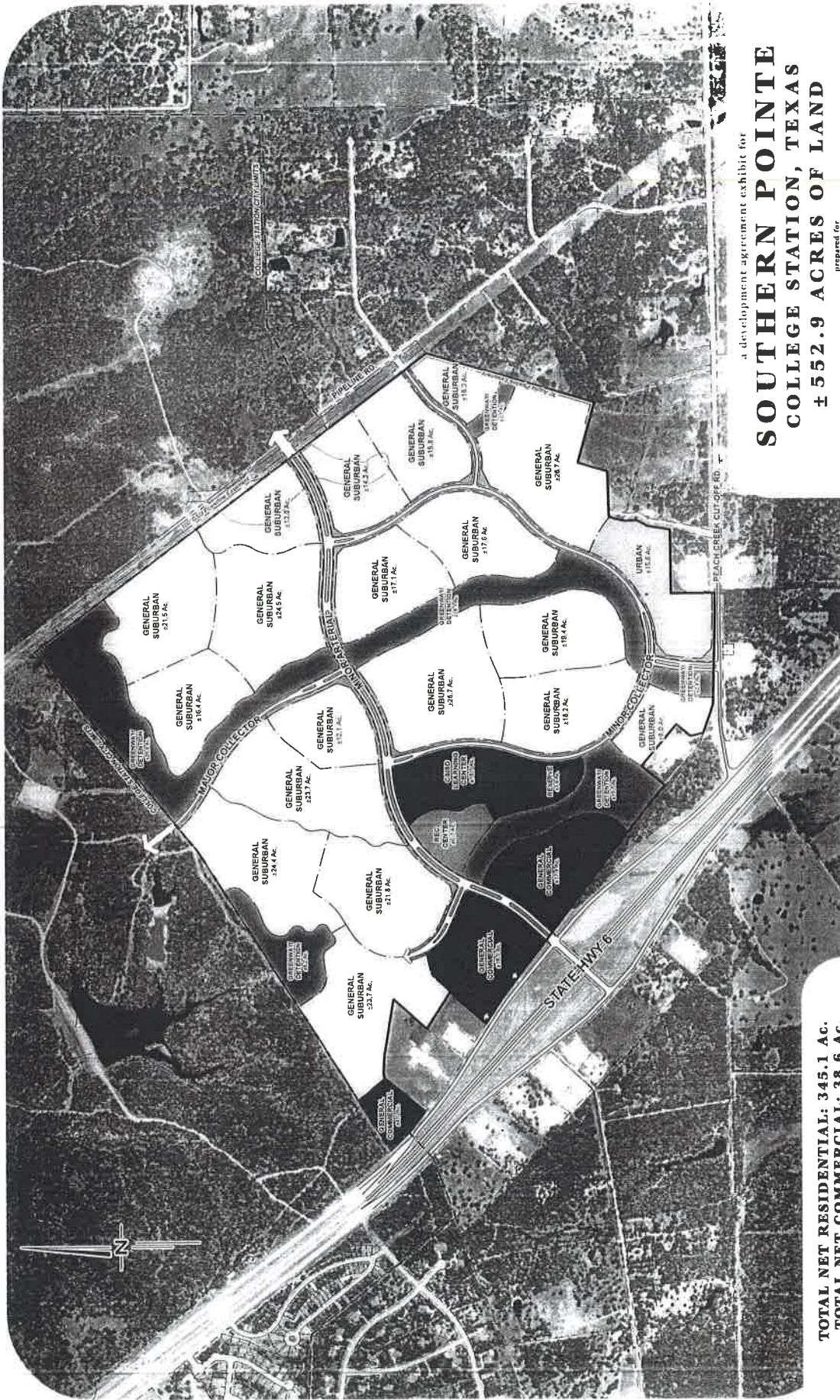
Douglas S. Bramwell
Registered Professional Land Surveyor
No. 5976

EXHIBIT "C"
CONNECTION TO CITY'S
WASTEWATER SYSTEM
IN
BRAZOS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 1
FEBRUARY 2015



J.C. JONES & CARTER, INC.
ENGINEERS - PLANNERS - SURVEYORS
State Board of Professional Engineers Registration No. 24231
 State Board of Professional Surveyors Registration No. 12743

EXHIBIT D



a development agreement exhibit for
SOUTHERN POINTE
COLLEGE STATION, TEXAS
± 552.9 ACRES OF LAND
 prepared for
GRID REAL ESTATE SERVICES

GRID REAL ESTATE SERVICES
 2301 Civic Center Blvd.
 Suite A-250
 Katy, Texas 77494
 (281) 365-1000
 Fax (281) 578-8212

HERRY R. GILBERT & ASSOCIATES
 FEBRUARY 13, 2015
 NOA #131



TOTAL NET RESIDENTIAL: 345.1 AC.
TOTAL NET COMMERCIAL: 38.6 AC.
TOTAL DETENTION: 76.7 AC.

THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA FROM ANY OTHER DRAWINGS OR RECORDS. THE DRAWING IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT SPECIFICALLY STATED HEREON. ADDITIONALLY, THE INFORMATION CONTAINED HEREIN IS SUBJECT TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Legislation Details (With Text)

File #: 15-0102 **Version:** 1 **Name:** Appointments
Type: Resolution **Status:** Agenda Ready
File created: 2/20/2015 **In control:** City Council Regular
On agenda: 3/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding appointments to the BioCorridor Board.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [BioCorridor Board FYI.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the BioCorridor Board.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

Tanya McNutt

From: Molly Hitchcock
Sent: Friday, February 20, 2015 1:54 PM
To: Sherry Mashburn; Tanya McNutt
Cc: Lance Simms
Subject: BioCorridor Board FYI

Afternoon!

The P&Z met last night and are recommending to Council that Jim Ross and Barry Moore be appointed to the BioCorridor Board as the COCS P&Z members.

Thanks!
Molly