

DEVELOPMENT AGREEMENT
Jefferson Street Townhomes (SP 13-09)
Jefferson Street Reconstruction

This Agreement is by and between **Roy Mundy and Ryan Strickland**, (“Developer”), and the **City of Bryan, Texas** (“City”) a Texas home-rule municipal corporation.

WHEREAS, the Developer is proposing to construct the Jefferson Street Townhome project being a twelve (12) townhome unit complex including a total of thirty (30) bedrooms and forty-two (42) parking spaces (twelve (12) parking spaces will be available for public use along Jefferson Street); and

WHEREAS, the Developer wants to widen and reconstruct Jefferson Street from a small nineteen (19) foot wide rural road section to a twenty-seven foot (27’) wide curb and gutter six inch (6”) thick reinforced concrete street to service the adjoining redeveloping land, located in northwest of Jefferson Street in Bryan between College Main and Aspen Streets; and

WHEREAS, as a part of the same development, the Developer is planning to construct a five foot (5’) wide sidewalk with brick paver inlays that mimic the new sidewalks along College Main, install new street lights similar to the ones along College Main, and install new sewer/water connections; and

WHEREAS, the City has requested the Developer reconstruct Jefferson Street as a twenty-seven foot (27’) wide concrete roadway from the College Main to Aspen Streets, which will cost an extra \$33,714.95; and

WHEREAS, the City has offered to make the reconstruction of Jefferson Street as a twenty-seven foot (27’) wide street (“Project”) a part of the City’s annual street maintenance contract, a total cost of \$54,958.95, in exchange for the Developer’s agreement to pay the City \$21,244.00 in advance, which is an amount equal to the Developer’s portion of the Project ; and

WHEREAS, the City will also install additional public parallel parking spaces constructed adjacent to the Developer’s development within the public right of way; and

WHEREAS, these improvements will bring the existing roadway into compliance with current urban residential roadway standards; and

WHEREAS, the opportunity to partner with the Developer to facilitate the improvements as described above to accommodate future growth and re-development motivates the City to cost participate in the public improvements associated with the reconstruction of Jefferson Street (“Project”); and

NOW, THEREFORE, the parties agree to the following:

1. The Developer agrees to pay to the City \$21,244.00 within thirty (30) calendar days of the effective date of this Agreement. The Developer further agrees that in the event that the cost of the Project exceeds \$54,958.95, the Developer is responsible for payment of the difference within thirty (30) calendar days of receiving an invoice from the City.
2. The City agrees to construct the Project in accordance with designs prepared by the Developer which are approved by the City Engineer, which approval shall not be unreasonably withheld. Construction will not commence until the City has received the initial payment from the Developer as required herein. The Project shall not include the construction of sidewalks, sewer/water utilities, or other infrastructure, however the City may withhold permission for

Developer to commence such infrastructure until such time as the City has been paid as provided above.

3. Upon completion of the Project, defined as acceptance of the public infrastructure by the City in accordance with applicable ordinances and rules of the City (including but not limited to the requirements of the Bryan-College Station Unified Design Manual), the City shall have thirty (30) days to prepare an invoice of the actual costs incurred. In the event that the project cost less than the above estimate, the Developer shall be entitled to a pro-rata share of the difference which shall be paid within thirty (30) days from the date the invoice is completed. In the event that the project cost more, the City may request payment of the difference as outlined above.
4. Developer hereby indemnifies, defends, and holds harmless the City, as well as its officers, representatives, and employees, from and against any and all losses, liabilities, claims, demands, costs, expenses (including, without limitation, reasonable attorneys' fees), and causes of action arising out of or in any way relating to Developer's design of the Project.
5. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Bryan:

Attn: W. Paul Kaspar, P.E.
P.O. Box 1000
Bryan, Texas 77805

Developer:

S&I Residential
Ryan Strickland
3131 Memorial Court, Suite 13109
Houston, TX 77007

6. Assigns. This Agreement shall be binding on and inure to the benefit of the parties to it and permitted assigns. Developer shall not assign this Agreement without the written approval of the City Council. An assignment to a subsidiary or affiliate company of Developer shall not be prohibited under this section.
7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
8. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

9. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
10. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
11. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
12. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
13. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.
14. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

Executed this ____ day of _____, 2014, to be effective when executed by each of the parties.

CITY OF BRYAN

DEVELOPER:

Approved:

Jason P. Bienski, Mayor

Ryan Strickland

ATTEST:

Mary Lynne Stratta, City Secretary

Approved as to Form:

Janis K. Hampton, City Attorney

CITY PAVING CONTRACT CHANGE ORDER

Add the following change order items/quantities for Jefferson Street.					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
CO1.1	Mobilization for Jefferson Street	LS	1	\$3,000.00	\$ 3,000.00
CO1.2	Traffic Control per MUTCD for Jefferson Street	LS	1	\$2,500.00	\$ 2,500.00
3	Remove Existing Concrete Pavement including curb and gutter	SY	117	\$9.00	\$ 1,053.00
4	Remove Existing Asphalt Pavement & Base Material	SY	564	\$4.00	\$ 2,256.00
5	Remove concrete curb & gutter from existing asphalt streets	LF	82	\$5.00	\$ 410.00
6	Stabilize 6-inch depth subgrade with 6% lime and recompact	SY	1233	\$6.15	\$ 7,582.95
7	Concrete pavement (8-inches thick with #4 bar 18"OCEW, 3500 psi)	SY	1106	\$34.50	\$ 38,157.00
				SUBTOTAL:	\$ 54,958.95

CITY PARTICIPATION: \$ 33,714.95

DEVELOPER PARTICIPATION: \$21,244.00

COST USING CITY PAVING CONTRACT PRICES
TO DETERMINE CITY PORTION

Exhibit C: Probable Estimate of Construction Costs						
Jefferson Street Reconstruction						
Gessner Engineering, LLC						
GE Job #: 13-0033						
PAVING						
Item #	Item	Quantity	Units	Unit Cost	Total	
201	Demo and Remove Existing Asphalt Pavement	5,070 564	SF SY	\$ 4.00	\$ 20,280.00	2,256.00
204	6" 3,500 psi Concrete Pavement with Monolithic Curb & Gutter	888	SY	\$ 38.00 34.50	\$ 33,744.00	30,636.00
205	6" Lime Stablized Subgrade	1,053	SY	\$ 6.15 4.00	\$ 4,212.00	6,475.95
Sub Total - Paving					\$58,236.00	39,367.95
JEFFERSON ST. DEMOLITION/REPAIR FOR SANITARY SEWER INSTALLATION						
Item #	Item	Quantity	Units	Unit Cost	Total	
701	Sawcut, Demo and Remove Existing Asphalt Pavement for SS Installation	134	SF SY	\$ (4.00)	\$ (4,814.40)	(536.00)
702	Existing HMAC Pavement Repair	1,204	SF	\$ (4.25) (3.50)	\$ (4,214.00)	(5,117.00)
Sub Total - Street Repair					(\$9,028.40)	(5,653.00)
Proposed Paving - Street Repair for SS Installation					\$49,207.60	33,714.95

ORIGINAL PROPOSAL FROM DEVELOPER

August 12, 2013

Paul Kaspar, P.E.
City Engineer
City of Bryan Development and Engineering Services
300 South Texas Avenue
Bryan, Texas 77803

Re: Development Agreement
Jefferson Street Townhomes
4209 College Main
Bryan, Texas
Gessner Engineering Job No.: 13-0033

Dear Mr. Kaspar:

Roy Mundy and Ryan Strickland are proposing to develop and construct the Jefferson Street Townhomes on Jefferson Street at College Main. The development includes 12 townhome units, with necessary infrastructure. The development includes a total of 30 bedrooms and 42 parking spaces. 12 of the proposed parking spaces are available for public use.

The proposed scope includes reconstruction of Jefferson Street. The existing Jefferson Street is an approximate 19' wide asphalt street, with no curb and gutter. The current scope includes removal of the existing asphalt street and installation of a 27' wide concrete street section with monolithic curb and gutter (ref. Exhibit A). Additionally, the project scope includes construction of a 5' wide sidewalk, with brick paver inlays, that mimic the new sidewalks along College Main. The project also includes street lights that will be similar to the ones along College Main.

The length of the proposed street section is approximately 444 LF and has a total area of approximately 888 SY. The proposed road, not including the parallel parking includes the concrete curb and gutter road section, lime stabilization of the subgrade, and the demolition of the existing asphalt street. These items total \$58,236.00, based on the attached Engineer's Estimate for the reconstruction Jefferson Street (ref. Exhibit B & C).

The developer proposes to reconstruct Jefferson Street in an effort to further expand upon the redevelopment of the area started by the College Main rehabilitation project. As such, the developer requests financial participation by the City to facilitate these improvements. Should the City choose not to participate, the developer will amend the proposed plans to allow for the existing asphalt Jefferson Street to remain. The developer will add the additional parallel parking spaces to the existing asphalt street. The plans will include sawcut, demolition, and repair of the existing asphalt street for open trench installation of the required sanitary sewer



**Gessner
Engineering**

2501 Ashford Drive

Suite 102

College Station, Texas 77840

P.O. Box 10763, 77842-0763

979.680.8840

FAX 979.680.8841

2204 S. Chappell Hill St.

Brenham, Texas 77833

979.836.6855

FAX 979.836.6847

lines. The demolition and repair of the pavement is estimated to cost \$9,028.40 (ref. Exhibit C).

The developer requests that the total value of the Jefferson Street reconstruction minus the demolition and repair of the pavement for the sanitary sewer installation be reimbursed by the City in the estimated amount of \$49,207.60 (ref. Exhibit C).

Jefferson Street will see an increase in traffic from this townhome development, as well as the proposed development across Jefferson Street. The City of Bryan Planning & Zoning Commission recently recommended approval of the rezoning request from Residential District-5000 to Multi-Family of the two lots across Jefferson Street from the proposed townhome development. Any development meeting the Multi-Family zoning requirements will substantially increase traffic along Jefferson Street.

The developer feels this improvement of the community justifies the City's participation in the project. If any further comment or explanation is required, please contact Gessner Engineering.

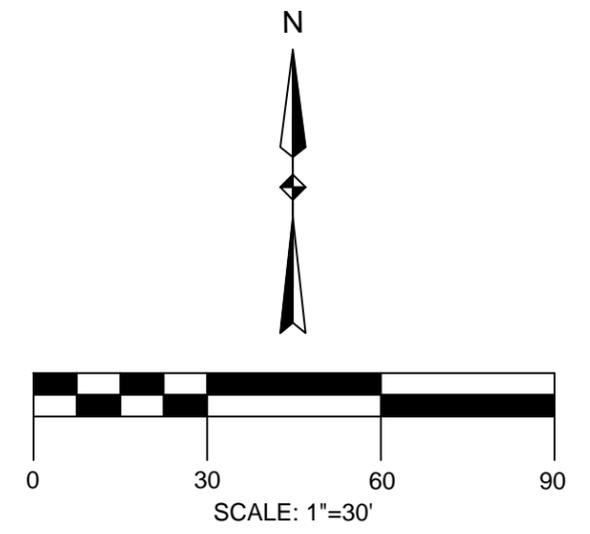
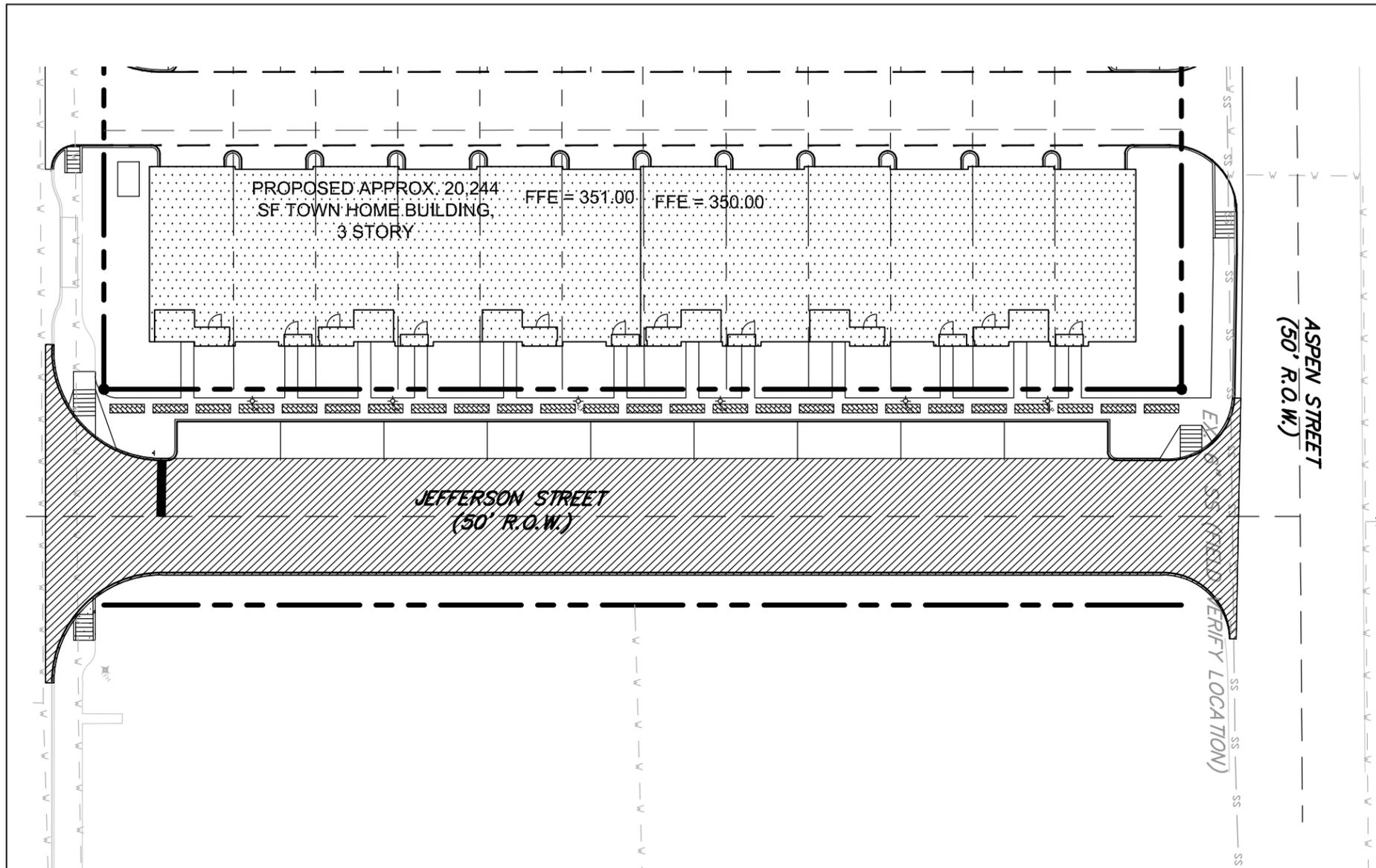
Sincerely,

GESSNER ENGINEERING, LLC F-7451



Melissa P. Thomas, P.E., LEED AP BD+C





G

Gessner
Engineering

2501 Ashford Drive, Suite 102
College Station, Texas 77840
P.O. Box 10763, 77842-0763
979.680.8840 (Phone)
979.680.8841 (Fax)
www.gessnerengineering.com
Firm Registration Number:
F-7451

JEFFERSON STREET
TOWNHOMES
DEVELOPMENT AGREEMENT
EXHIBIT A

DESIGN	CHECKED	SCALE	ISSUE DATE	PROJECT NO.	SHEET NO.
MPT	MPT	1"=30'	6/25/13	13-0033	EX. A

Exhibit B: Probable Estimate of Infrastructure Construction Costs					
Jefferson Street Townhomes					
Gessner Engineering, LLC					
GE Job #: 13-0033					
MISCELLANEOUS					
Item #	Item	Quantity	Units	Unit Cost	Total
100	Mobilization and Overhead	1	LS	\$ 5,000.00	\$ 5,000.00
101	Traffic Control- 2 Type 3 Barricades	1	LS	\$ 2,000.00	\$ 2,000.00
102	Trench Safety	503	LF	\$ 1.25	\$ 628.75
Sub Total - Miscellaneous					\$7,628.75
PAVING & SIDEWALK					
Item #	Item	Quantity	Units	Unit Cost	Total
200	Demo Existing Curb & Gutter	82	LF	\$ 3.00	\$ 246.00
201	Demo and Remove Existing Asphalt Pavement	5,070	SF	\$ 4.00	\$ 20,280.00
202	Demo and Remove Existing Concrete Pavement	1,053	SF	\$ 4.00	\$ 4,212.00
203	Full Depth Saw-Cut	227	LF	\$ 3.00	\$ 681.00
204	6" 3,500 psi Concrete Pavement with Monolithic Curb & Gutter	1,106	SY	\$ 38.00	\$ 42,028.00
205	6" Lime Stabilized Subgrade	1,233	SY	\$ 4.00	\$ 4,932.00
206	4" 3,000 psi Sidewalk	1,593	SF	\$ 4.25	\$ 6,770.25
207	Sidewalk Pavers	400	SF	\$ 5.00	\$ 2,000.00
208	Barrier Free Ramp	6	EA	\$ 550.00	\$ 3,300.00
209	4" Thermoplastic Solid White Striping with Concrete Sealant	72	LF	\$ 1.50	\$ 108.00
210	24" Thermoplastic Stop Bar w/ Concrete Sealant	1	EA	\$ 415.00	\$ 415.00
Sub Total - Paving & Sidewalk					\$84,972.25
GRADING & EROSION CONTROL					
Item #	Item	Quantity	Units	Unit Cost	Total
300	Clearing and Grubbing	0.096	AC	\$ 1,200.00	\$ 115.45
301	Erosion Control Silt Fence	384	LF	\$ 2.00	\$ 768.00
302	Import Fill, Compacted in Place	108	CY	\$ 10.00	\$ 1,080.00
Sub Total - Grading & Erosion Control					\$1,963.45
WATER SYSTEM					
Item #	Item	Quantity	Units	Unit Cost	Total
400	8" PVC Water Pipe (C-909 CL 200 or C-900 CL 200)	269	LF	\$ 40.00	\$ 10,760.00
401	12" Gate Valve	1	EA	\$ 1,920.00	\$ 1,920.00
402	8" Gate Valve	2	EA	\$ 1,100.00	\$ 2,200.00
403	2" Gate Valve	1	EA	\$ 575.00	\$ 575.00
404	Install 2"x2"x2" Cut-in-Tee on Ex. 2" Water Main	1	EA	\$ 1,200.00	\$ 1,200.00
405	8"x2" Reducer	1	EA	\$ 175.00	\$ 175.00
406	Standard City of Bryan Single Water Services (1" Copper)	12	EA	\$ 2,000.00	\$ 24,000.00
407	Install 12x12x8 Tee on Ex. 12" Water Main	1	EA	\$ 2,000.00	\$ 2,000.00
Sub Total - Water System					\$42,830.00
SANITARY SEWER SYSTEM					
Item #	Item	Quantity	Units	Unit Cost	Total
500	6" SDR-26 PVC Pipe (w/ Full Depth Cement Stabilized Sand Backfill)	234	LF	\$ 55.00	\$ 12,870.00
501	4" PVC Sewer Service (Double)	6	EA	\$ 1,300.00	\$ 7,800.00
502	City of Bryan Std. 4' ID Manhole	2	EA	\$ 3,000.00	\$ 6,000.00
503	Install City of Bryan Std. 4' ID Manhole on Ex. 6" SS	1	EA	\$ 4,000.00	\$ 4,000.00
Sub Total - Sanitary Sewer System					\$30,670.00
MISC. UTILITIES					
Item #	Item	Quantity	Units	Unit Cost	Total
600	Street Lights	7	EA	\$ 4,000.00	\$ 28,000.00
601	1-2" Streetlight Conduit	270	LF	\$ 11.00	\$ 2,970.00
602	Streetlight Foundation Installation	7	EA	\$ 1,300.00	\$ 9,100.00
Sub Total - Misc. Utilities					\$40,070.00
Construction Cost					\$208,134.45
10% Contingency					\$20,813.45
Total Construction Cost					\$228,947.90

**Exhibit C: Probable Estimate of Construction Costs
Jefferson Street Reconstruction
Gessner Engineering, LLC**

GE Job #: 13-0033

PAVING

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
201	Demo and Remove Existing Asphalt Pavement	5,070	SF	\$ 4.00	\$ 20,280.00
204	6" 3,500 psi Concrete Pavement with Monolithic Curb & Gutter	888	SY	\$ 38.00	\$ 33,744.00
205	6" Lime Stabilized Subgrade	1,053	SY	\$ 4.00	\$ 4,212.00
Sub Total - Paving					\$58,236.00

JEFFERSON ST. DEMOLITION/REPAIR FOR SANITARY SEWER INSTALLATION

<i>Item #</i>	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
701	Sawcut, Demo and Remove Existing Asphalt Pavement for SS Installation	1,204	SF	\$ (4.00)	\$ (4,814.40)
702	Existing HMAC Pavement Repair	1,204	SF	\$ (3.50)	\$ (4,214.00)
Sub Total - Street Repair					(\$9,028.40)

Proposed Paving - Street Repair for SS Installation

\$49,207.60