

Table of Contents

Agenda	3
No. 2a - Minutes	
Workshop Minutes November 10, 2010.	7
Regular Minutes November 10, 2010.	14
No. 2b - Emerald Ridge Estates Subdivision – Sanitary Sewer City Participation Request	
Coversheet revised	22
Ordinance.	23
Request Letter	24
No. 2c - Asset Forfeiture Audit Reporting Form	
Coversheet revised	26
FY 2010 Asset Forfeiture Report	27
No. 2d - Law Enforcement Handbill Exemption	
Coversheet revised	34
Modified Ordinance	35
Burglary of Vehicle Report Card	37
No. 2e - Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)Memorandum of Understanding	
Coversheet revised	38
Memorandum of Understanding	40
No. 2f - Authorization to Disburse Incentive Funding for Texas Institute for Preclinical Studies (TIPS)	
Coversheet revised	47
Attachment 1 - TAMU Statement of Compliance	48
Attachment 2 - Annual Certification - Supporting Documentation Form	49
No. 2g - Homeland Security Grant Program (SHSP)	
Coversheet revised	56
No. 2h - Construction Contract #11-021 for New Playground in Wolf Pen Creek Park	
Coversheet revised	57
1 - Resolution Signed WPC Playground	58
2 - Bid Tab #11-11	59
3 - Playground Plan.	60
No. 2i - Municipal Irrigation Water Use Report	
Coversheet revised	61
Water Use Report Nov 10.	62
No. 2j - BVSWMA, Inc Landfill Disposal and Compost Expenditures	
Coversheet revised	66
No. 2k - Contract Administration Procedures	
Coversheet revised	67
Resolution.	68
No. 2L - Interlocal Agreement for On-Line Bidding	

Coversheet revised	69
Interlocal Agreement	70
No. 2m - Interlocal Agreement with Brazos Valley Solid Waste Management Agency, Inc.	
Coversheet revised	76
Interlocal Agreement	77
No. 2n - Authorize Brazos County Appraisal District Expenditures	
Coversheet revised	82
No. 2o - Arts Council of Brazos Valley O&M Funding Agreements	
Coversheet revised	83
No. 2p - Homeland Security Grant Program (SHSP-LETPA)	
Coversheet revised	84
Item 1 - Scott & White Rezoning	
Coversheet revised	85
Background	94
Maps	96
P&Z Minutes	98
Concept Plan	101
Proposed Land Uses	123
Ordinance	128
Item 2 - Scott & White Healthcare Real Estate Contract and Conveyance	
Coversheet revised	168
Attachment 1 - Real Estate Contract between the City and the RVP	169
Item 3 - Scott & White Healthcare Economic Development Agreement	
Coversheet revised	183
Item 4 - UDO Amendment - Subdivision Regulations	
Coversheet revised	184
Item 5 - Appointment to Various Boards & Committees	
Coversheet revised	185



Mayor

Nancy Berry

Mayor Pro Tem

John Crompton

City Manager

Glenn Brown

Council members

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Jana McMillan

Agenda

College Station City Council

Regular Meeting

Monday, November 22, 2010 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

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

Police Department:

- ✓ Recognition of Accreditation Manager, Tim Adams, Communications Manager, Zeta Fail and Criminal Investigations Lieutenant Lesley Hicks for their work towards the Police Department receiving re-accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA)

- ✓ Recognition of Lieutenant Chuck Fleeger as the AMBER Alert Coordinator of the Year

Parks & Recreation Department:

- ✓ **Recognition of following awards**
 - Texas Amateur Athletic Federation Gold Member City Award
 - James Farrell American Softball Association Award of Excellence
 - American Softball Association Complex of the Year for Veterans Park Softball Complex

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

Individuals who wish to address the City Council on a consent or 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. 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 will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

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.

a. Presentation, possible action, and discussion of minutes for November 10, 2010 Workshop and Regular Council Meeting.

b. Presentation, possible action, and discussion for City participation providing sanitary sewer improvements in the Emerald Ridge Estates Subdivision being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Article 8, Subdivision Design and Improvements, Section 8.5, Responsibility for Payment for Installation Costs, Oversized Participation for a total requested City participation of \$39,489.00.

c. Presentation, possible action, and discussion regarding the approval of the FY 2010 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.

d. Presentation, possible action, and discussion regarding amending Chapter 4, section F (1), "Business Regulations", of the code of ordinances of the City of College Station, which would exempt the City of College Station for the purpose of distributing public safety handbills.

e. Presentation, possible action, and discussion regarding participation in a Memorandum of Understanding (MOU) between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the College Station Police Department (CSPD) for the purpose of establishing a task force known as ATF TASK FORCE.

f. Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

g. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2010 Homeland Security Grant Program Sub-recipient of \$55,880.53, naming a City staff member as manager of those grant funds, and approving the 2010 City of College Station Equipment List for purchase.

h. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #11-021) with Marek Brothers Construction, Inc., for installation of a new Playground and rubberized surfacing in Wolf Pen Creek Park. The installation amount is \$38,079 and the total project amount is \$57,689.91.

i. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

j. Presentation, possible action and discussion to authorize expenditure of funds to BVSWMA, Inc in FY'11 for landfill disposal and compost expenditures estimated to be \$1,401,175.

k. Presentation, possible action, and discussion regarding a resolution to change contract routing procedures and revise certain provisions of City standard contracts.

l. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) for On-Line Bidding Services.

m. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA).

n. Presentation, possible action and discussion to authorize the FY 11 expenditures for the Brazos County Appraisal District in the amount of \$240,671 pursuant to the Property Tax Code 6.06D.

o. Presentation, possible action and discussion on two (2) operations and maintenance funding agreements between the City of College Station and the Arts Council of Brazos Valley for the 1st Quarter of FY11 (October 1 – December 31) totaling \$41,000.

p. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2010 Homeland Security Grant Program Sub-recipient of \$59,318.92, naming a City staff member as manager of those grant funds, and approving the 2010 City of College Station Equipment List (SHSP-LETPA) for purchase.

Regular Agenda

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. The Mayor will recognize you 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 will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

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. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 97.932 acres from A-O Agricultural Open, C-1 General Commercial, C-2 Commercial Industrial, and R-4 Multi-Family to PDD Planned Development District for 4005 State Highway 6, generally located southeast of the intersection of State Highway 6 and Rock Prairie Road.
2. Presentation, possible action, and discussion regarding a real estate contract and the conveyance of approximately 30 acres of property between the College Station Independent School District, the City, the Research Valley Partnership and Scott & White Healthcare.
3. Presentation, possible action, and discussion regarding an Economic Development Agreement between the City and Scott & White Healthcare.

- 4. Presentation, possible action, and discussion regarding future updates to the City of College Station Unified Development Ordinance – Sections 3 and 8 (Subdivision Regulations).
- 5. Presentation, possible action, and discussion regarding selection of applicants to various Boards and Committees.
CITIZEN MEMBERSHIP
Zoning Board of Adjustment (correction to alternate)
COUNCIL MEMBERSHIP
Audit Committee
- 6. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, November 22, 2010 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 19th day of November, 2010 at 5:00 p.m.

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 19, 2010 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2010 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2010.

Notary Public – Brazos County, Texas My commission expires: _____

The 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.

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
NOVEMBER 10, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Jana McMillan
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Kathy Merrill, Assistant City Manager
Carla Robinson, Interim City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

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 Nancy Berry at 2:00 p.m. on Wednesday, November 10, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Item 2e was pulled from the Consent Agenda.

Item 2e: David Schmitz, Assistant Director of Parks and Recreation, explained that playground equipment was being installed in Zone 7 because it was the only facility into which improvements can be placed. It is also the only park in the area that does not have a play unit. The play unit has a 15-20 year life span. The money comes from the parkland funds for Zone 7.

2. Presentation, possible action, and discussion approving a resolution to canvass the results of the Special Election held on November 2, 2010.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to adopt the resolution canvassing the Special Election. The motion carried unanimously.

3. Oath of Office administered to newly elected Councilmember, with presentation of Certificate of Election.

Judge Spillane administered the oath of office to Jana McMillan, newly elected Councilmember, Place 5.

4. Presentation, possible action, and discussion concerning approval to solicit construction bids for the Wolf Pen Creek Water Feature and Festival Area Project, and the role of the Wolf Pen Creek Oversight Committee after the construction of these improvements are complete.

James Massey, chair of the Wolf Pen Creek Oversight Committee, reported on the Wolf Pen Creek Park expansion. He presented the 1998 master plan for historical perspective, and stated the committee is trying to stay true to citizen input.

Chuck Gilman, Director of Capital Projects, reminded the Council about the TIF that was used for redevelopment and community infrastructure. The TIF is bounded by Harvey Road, State Highway 6, Colgate and Texas. Participants with College Station in the TIF included Brazos County and CSISD. The TIF was modified and some area was removed. He reported the 1989 adjusted base value was \$18.5 million. The 2010 property value in the corridor is \$129 million, resulting in \$579,000 in property taxes. The project goals include: 1) finalize the concept of the water feature; 2) identify facilities and amenities to be included in the festival area; 3) ensure that the festival area and water feature fit cohesively into the existing attractions and facilities; 4) provide pedestrian connectivity; and 5) ensure that the parking and vehicular circulation is complementary to the events.

James Massey presented site plan illustrating the plaza with an interactive water feature, a shade arbor and seating. He reiterated that the quality of life has improved and the drainage has maintained.

Chuck Gilman stated the project budget was \$3.5 million, including a construction estimate of \$2.9 million. They have pared this down somewhat to a base budget of \$2.78 million. Operating and maintenance expenses are estimated at \$170,000 per year, with \$105,000 for the general operations of the festival area and \$64,500 for the water feature. Scheduled interactive use for the water feature is expected to be March – October. The show mode schedule is two weekends per month and TAMU football game weekends. The project schedule has the bid advertisement in December; awarding the contract in January 2011; beginning construction in March; and completing construction in October 2011.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted five (5) for and two (2) opposed, with Councilmembers Fields and McMillan voting against, to proceed with soliciting construction bids. The motion carried.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to continue the committee, meeting quarterly and recruiting new members as needed. The motion carried unanimously.

5. Presentation, possible action, and discussion regarding basic public purchasing policies, procedures and statutes.

Cheryl Turney, Assistant Finance Director, explained the purchasing policy which is an intricate web of state law, local law and internal procedures. Statutory requirements are found in Local Government Code (LGC) Chapter 252 Contracting for Cities, LGC Chapter 271 Alternative Procurement Methods, Government Code (GC) Chapter 791 Interlocal Cooperation Act, GC Chapter 2251 Prompt Payment Act, GC Chapter 2253 Bonding Requirement, and GC Chapter 2254 Professional Services Procurement Act. An invitation to bid is a formal written document that requests from bidders a firm price and delivery in response to the City's specifications, terms and conditions. A Request for Proposal (RFP) is a formal written document requesting firms to make an offer for services to the City. A Request for Qualification (RFQ) is a formal written document used when soliciting providers of architectural, engineering or land surveying services. A quote is an informal written or verbal solicitation, and a change order occurs when changes in specifications are necessary after the performance of work has begun.

The City has several interlocal agreements for cooperative purchasing with TAMU, Bryan, Brazos County, Buy Board, HGAC, etc. A RFP is used for high tech procurement, personal services, consulting services, etc. A RFQ is used primarily for architect and engineering services.

The bid process includes the bid package, advertisement, posting, a pre-bid conference, and any possible addendums. The approval process includes the receipt of bids, preparation of contract documents, City Manager approval for contracts of a certain amount, and Council approval for contract over a certain amount. Change orders for administrative changes (changes less than \$3,000) can be approved by the City Manager. Changes over \$3,000 and less than \$25,000 require additional administrative approval. Council approval is required for changes greater than \$25,000 or changes of 5% for professional services.

Ms. Turney stated she was seeking direction from the Council to: 1) authorize the City Manager to execute the contract for contracts greater than \$50,000 that have been approved by the Council when it is a standard form of agreement; 2) allowing the City Manager to authorize changes in professional services that do not cause the contract to exceed \$50,000; 3) change the payment bond threshold to \$50,000; and 4) authorize the City Manager to determine alternative procurement methods.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to authorize the City Manager to execute the contract (when it is a standard form of agreement) for contracts greater than \$50,000 that have been approved by the Council. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Maloney and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, allowing the City Manager to authorize changes in professional services that do not cause the contract to exceed \$50,000. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to change the payment bond threshold to \$50,000. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, authorizing the City Manager to determine alternative procurement methods. The motion carried unanimously.

6. Presentation, possible action, and discussion regarding the general roles of the Research Valley Partnership and the City in economic development activities.

This item was postponed to another meeting.

7. Council Calendar

- **November 11 Lecture: The Korean War and 60 Year ROK/USA Alliance at George Bush Library-Auditorium, 1000 George Bush Drive at 12:00 p.m.**
- **November 11 Dedication of the Korean War Memorial on the Lynn Stuart Pathway, Veterans Park, 4:00 p.m.**
- **November 11 Reading of the Names at the Veterans Memorial, Adams Plaza, Veterans Park, 6:00 p.m.**
- **November 11 Veterans Memorial Day Ceremony at the American Pavilion, Veterans Park, 7:00 p.m.**
- **November 13 Brazos Valley Worldfest at the Wolf Pen Creek Amphitheater at 10:00 a.m.**
- **November 16 Economic Outlook Luncheon at Miramont Country Club-Bryan, 11:30 a.m.**
- **November 16 Council Transportation Committee Meeting in Council Chambers at 4:30 p.m.**
- **November 17 BSWMA Inc. Board Meeting at COB Municipal Building - Room 305, 11:00 a.m.**
- **November 17 2010 Exploring History Lunch Lecture Series at CS Conference Center, 11:30 a.m.**
- **November 18 Business After Hours - Holiday Lighting - City of Bryan at 5:30 p.m.**
- **November 18 Planning & Zoning Meeting in Council Chambers at 6:00 p.m.**

- November 22 Council Workshop/Regular Meeting in Council Chambers at 3:00 and 7:00 p.m.
- November 23 B/CS Chamber-Annual Ag Breakfast at Brazos County Expo Center, 7:00 a.m.
- November 25 City Offices Closed – HOLIDAY
- November 26 City Offices Closed - HOLIDAY

There was no discussion on the Council calendar.

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

Mayor Berry proposed an item to set a date for a mid-year retreat to review the strategic plan.

Councilmember Lyles requested an item about a student representative from the Student Senate.

Councilmember Fields requested an item on road maintenance since the transportation user fee failed.

Mayor Berry requested a future agenda item on a sunset provision for committees.

9. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor’s Council on Physical Fitness, Mayor’s Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments.

There were no meeting reports.

10. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Deliberation Regarding Real Property, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:00 p.m. on Wednesday, November 10, 2010 in order to continue discussing matters pertaining to:

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

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhane, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Clancey v. College Station, Glenn Brown, and Kathy Merrill

B. Consultation with Attorney to seek legal advice; to wit:

- Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.
- Legal issues of purchase and lease back to Arts Council

C. Deliberation Regarding Real Property: to wit:

- Shake's lease at Chimney Hill property

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

- City Manager

The Executive Session adjourned at 7:05 p.m. on Wednesday, November 10, 2010.

No action was required from Executive Session.

11. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the workshop of the College Station City Council at 7:05 p.m. on Wednesday, November 10, 2010.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
NOVEMBER 10, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Jana McMillan
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Kathy Merrill, Assistant City Manager
Carla Robinson, Interim City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:09 p.m. on Wednesday, November 10, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

• **Citizen Comments**

Micah Flippen, 1003 Hemingway, reported that he owns a stone quarry. If someone were hit in the head by one of his stones and was offered Advil, that person would take it. But would we want it already in our water? There is a drug already in the tap water; it is a drug called fluoride. Recent research says that fluoride is not good, and there is a connection between fluoride and bone cancer. There is a serious risk in causing cancer in people. In 2006 the American Dental

Association advised parents that the fluoride levels were not safe for infants. If we simply stop fluoridation nationwide, we can prevent cancer for 250,000. Neither Bryan, Wellborn, Austin, and other cities, put fluoride in their water. 80% of Europe is not fluoridated.

Michael Giyanani, 912 Crystal Dove, spoke regarding neighborhood streets. They are only allowed to park on one side of the street; this is unjust to homeowners who cannot park in front of their homes. The roads are built too narrowly, and wider streets will increase property value.

Dr. Leigh Turner, 3301 Triple Bed, spoke against the Wellborn annexation. She disagrees this is necessary for College Station's growth. 39% of the land in College Station is not developed and not fulfilling its tax potential. The projection is that it will take 30-40 years to build out. If Wellborn incorporates, then it will not affect College Station's growth. They want to vote. Decisions are being made by people that do not represent Wellborn or understand Wellborn.

Bonita Simpson, 15097 Royder, recited Psalms, "God hates all workers of iniquity". What the City is doing is pure evil and morally wrong. She asked to be allowed to vote on the incorporation of Wellborn, Texas. Her grandparents are buried in the historical cemetery. She finished with a quote, "The wicked will not go unpunished".

Elizabeth Terry, 5344 Stousland, stated that she understood from the Mayor that Wellborn had the right to self-determination and even signed the petition. She asked what happened to change her mind. The Council said they had a problem with the map. She is not married to the map; the map is negotiable. If the Council is concerned with Wellborn, then how can they consider annexation of the very heart and soul of Wellborn? The Post Office cannot remain if they are annexed. She asked the Council to not absorb Wellborn into College Station like the Shilo community. She noted that overlays don't protect people's rights; they control what people can do on their own property. She stated that a dictatorship refers to autocratic, absolute rule. She asked the Council to veto annexation and give the Wellborn citizens the constitutional right to decide what is best for their community.

Charles Terry, 5344 Stousland, reported that he homeschooled his children with conservative principles. If Wellborn is annexed, his children will not be able to ride on the rural streets, and their way of life will not be there anymore. A petition signed by 1,500 constituents was lawful and viable. That is why Harvey Cargill left so abruptly. He stated that the Council is thumbing its nose at its constituents, and the electorate will return the government to government by the people and for the people.

Margie Boyd, 5245 Straub, noted that the Council says annexing Wellborn is for the good of College Station. She asked how does the Council know that? How does the Council know the wishes of the people without their vote? She asked the Council to make sure it is representing all of the citizens of College Station.

Jane Cohen, 3655 McCullough, stated that Wellborn is asking for the right to vote on their own future. Citizen for Wellborn followed the Local Government Code requirements by presenting a petition. They had no response to that petition. She is still awaiting results of an open records request. There was also an initiative petition signed by College Station residents. A suit was

filed in an attempt to have this issue decided, and they hoped it would be on the November 2 ballot. She asked the Council to not penalize Wellborn for following the law. The Mayor met with a Wellborn individual and drew lines for a map. She met with the Mayor on Sunday, and now this is on the agenda. She reported that Mayor White had said that Wellborn would not be annexed for another twenty years. It is not even in the annexation plan until later. She understood Wellborn might have to compromise on the map to vote on incorporation. She requested the Council to either vote against annexation or table the item to allow time for more negotiation. Wellborn wants to be good neighbors.

Carol Fountain, 14380 Cheyenne, said all she is asking for is the right to vote. Being in ETJ, her constitutional right to vote has been taken away. She has been disenfranchised because of where she lives. She asked the Council to let her decide her own fate.

Fred Bouse, 811 Plum Hollow, reported he purchased land in Wellborn many years ago and lived there 25 years in his own private park. Those were the best years of their lives. He sold part of the land to his son so the family could enjoy that same lifestyle. If annexation is carried out, then College Station regulations like 150' lots with 30' rooftops will apply in Wellborn. They will have to satisfy College Station restrictions if they want to build. These regulations are not appropriate for a rural area. It is inconceivable that the City wants to ruin the lifestyle of a 150-year old community. Annexation is being forced on residents without a vote. 1,500 College Station residents also wanted Wellborn to vote. As a College Station citizen, he finds it appalling that the City won't allow its own citizens to vote.

Lynn Ruoff, 3733 McCullough, reported she moved from College Station to Wellborn for a rural lifestyle. Some made a conscious decision to live in College Station. She asked how would we react if Bryan wanted to annex us? The difference is that Bryan does not have the right to annex College Station like College Station does for Wellborn. A legal right does not make it moral.

Dale Holecek, 13922 IGN Road, said he doesn't want annexation for two reasons. He referenced Aspen Heights and stated that he was told the City had no control over it after it was mapped. College Station is pursuing unbridled growth doesn't have the tools to control it which further decreases property values. He asked the Council to consider that unbridled growth and the lack of tools to control growth, as evidenced, by Aspen Heights, affect the property devaluation of area residents.

Linda Hale, 4042 Cody, reported that 72 years ago a new town was incorporated at College Station. During those years, there may have been disputes, but they have to be worked through. During this time, the Wellborn community has experienced renewal and growth. If it right for College Station to incorporate 72 years ago, then why can't Wellborn incorporate today. Why can't we share a border with one another. The Council sees this as an easy and expedient course, but it is not morally right. Wellborn is a community, and descendants of the original citizens live there today. She asked the Council to allow residents a say to remain rural or be annexed and to have a voice.

Rick Young, 5250 Hidden Acres, presented the proposed map and stated the idea was College Station was trying to expand too fast. He reported he has been in a lawsuit the past three - five

years because of flooding from the development that has been allowed to proceed. The new administration doesn't deal with the issues; they just grab more land. There is sewage across the property and TCEQ violations. When TCEQ investigated, they discovered sewage in the creek. He asked the Council to close that plant down, and give his property back. He asked the Council to not try to steal more from Wellborn residents.

Greg Taylor, 15796 IGN Road, asked the Council, as they consider the Wellborn issue, to remember the veterans from Wellborn that have given much to protect our rights such as freedom, democracy and the right to vote. How can the City consider not allowing Wellborn to vote on incorporation or unilaterally annex the area? This action was not trumpeted from the rooftops, and the article was buried on page five. When zoning changes are proposed, notices are prominently posted for anyone to see, but not in the ETJ when appropriating property. No notice has been posted in the area of this action tonight. What is so important for College Station that the basic right to vote is disregarded?

Karen Hall, 5918 Hwy 21 East, noted that moral issues have been raised regarding the Wellborn annexation. The City has a legal responsibility for services if it annexes the area. If annexed, full municipal services, including sewer, must be in place within two-and-a-half years of annexation. There must be a service plan. She plans to submit an open records request to see how much these services will cost College Station citizens to service the area. She warned against becoming the Leona Helmsley of local law. If the City decides to annex, she asked that we please honor the oath to follow the state laws regarding services.

Becky Pruitt, 501 Hereford, remarked there is a different aspect of the community that benefits from federal funds and referenced the George Bush Library. She noted there was an election for him.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for August 17 & 18, 2010 Special Budget Workshop Meetings and October 25, 2010 Workshop and Regular Council Meeting.

2b. Presentation, possible action, and discussion regarding approval of a resolution authorizing staff to award professional services contract #11-044 with Prime Controls in the amount of \$72,430.00 for Professional Services Rehabilitating Water Wells 1, 2, 3, & 5 Motor Control Centers.

2c. Presentation, possible action and discussion regarding the renewal agreement for outsourcing the printing and mailing of Utility bills, late notices and inserts for an estimated annual expenditure of \$230,000 to Xpedient Mail.

2d. Presentation, possible action, and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: Techline \$567,959.50; TEC \$101,774.50; TransAmerican Power Products, Inc. \$85,550.00;

KBS \$51,880.50; Stuart C. Irby \$23,735.60 and HD Supply \$3,425.00. Total estimated annual expenditure is \$834,334.10.

2e. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #11-035) with Orion Construction in the amount of \$51,690.00 for a new Playground at John Crompton Park.

2f. Presentation, possible action and discussion on the third and final reading of a franchise agreement amendment with Texas Commercial Waste to add the collection of food waste for the purpose of recycling to its agreement.

2g. Presentation, possible action and discussion on the third and final reading of a franchise agreement with Liquid Environmental Solutions for the collection of food waste for the purpose of recycling.

2h. Presentation, possible action, and discussion on a deductive change order to the Construction Contract 09-307 with Doughtie Construction Company, Inc. for a credit in the amount of \$38,592.00, for the construction services of Areas 5 & 6 Utilities & Lift Station.

2i. Presentation, possible action, and discussion renewing the Annual Contract for Janitorial services for all City offices for an annual expenditure of \$198,343.44.

2j. Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.07-263) with Mitchell and Morgan in the amount of \$4,240.00 for the Nantucket Gravity Sewer Line project.

2k. Presentation, possible action, and discussion on a participation agreement between the City of College Station and the Estate of Gary Seaback for the extension of Victoria Avenue to William D. Fitch Parkway.

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

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 3.957 acres from A-O Agricultural Open and P-MUD Planning Mixed Use District to PDD Planned Development District for hotel, multi-family, office, and general commercial uses, for 1502 Texas Avenue South, generally located on the west side of Texas Avenue South, south of Milliff Road.

At approximately 8:55 p.m. Mayor Berry opened the Public Hearing.

Lloyd Smith, 1609 Armisted, reported that Redmond Terrace Acres is a historical part of College Station. However, it has narrow streets with parking on both sides and becomes one-way traffic. His research says streets need to be 31' to get a fire truck through. Several years ago, the residents signed a petition and went through negotiations. They agreed they have no problem with the development if there are concessions for traffic, such as making Milliff one way. The redevelopment of Redmond redirected a huge amount of traffic back through the neighborhood. They want to preserve the neighborhood and want to make it safe; currently there are no sidewalks, and it has narrow streets. He reiterated they want to see Milliff changed to a one-way street. He noted the Comprehensive Plan says the City will protect the neighborhoods.

Jason McAllister, 636 San Mario Court, spoke on the viability and long term success of the development. The retail space as shown is a very viable project. This location is in center of a defined retail corridor. However, the setback requirement and relocating parking to the rear takes that viability away. Customers are about convenience, and the tenants are about location. He opined that the owner could rent in the \$19-\$22 range with parking requested. The stabilization period is projected at 18 months, given the location.

Bob Sanders, 214 Redmond, believes the neighborhood supports this project. The developer needs to decide on the parking location, not the City.

Vernie Bodden, 4402 Edinburgh Place, stated that a tremendous amount of money has been invested in this tract. If they lose the access point, it will affect their ability to acquire respectable tenants. Texas Avenue frontage has marketability.

There being no further comments, the Public Hearing was closed at 9:20 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to approve the PDD, including a four-foot buffer for parking and two access points on Texas Avenue. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to make Milliff one-way from Redmond to the bridge. The motion carried unanimously.

2. Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

The following appointments were made:

Cemetery Committee: Dick Birdwell, Weldon Kruger (Chair), Shaundell Feast, Sara Mirza, Randy Matson, Bahman Yazdani

Construction Board of Adjustments and Appeals: Frank Cox, Richard Dabney (Chair), Oran Mikeal, Arthur Pinto

Design Review Board: Katy Jackson, Jason Kinard, Alan King, Bill Mather, Steven Schloss, Scott Shafer (Chair)

Historic Preservation Committee: Patricia Cleere, Linda Harvell, Susan Irza (Chair), Elizabeth Vastano

Medical Corridor Advisory Committee: John Anderson, Rodney Bailey, Bobby Bains, James Battenhorst, Carol Bode, Sharon Bond, Patricia Cleere, Ruth Cohen, Angela Clendenin, Alcia Dorsey, Eleanor Ebanks, Chuck Ellison, Ed Hard, Anne Hazen, Rajesh Harry Kissoon, Shane Lechler, James Mason, Nick McGuire, Jim Morgan, Timothy Ottinger, Doug Phillips, Sheila Rinard, Marsha Sanford, Juli Schulz, Jon Turton, Kirsten Walker, Ben White, Don Young. The committee will elect the chair.

BVSWMA, Inc. Board of Directors: Mayor Nancy Berry

Zoning Board of Adjustment: move Jim Davis up to committee, Paul Marvin as alternate

3. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 1.04 acres from A-O Agricultural Open to C-1 General Commercial generally located at 2270 Greens Prairie Road West.

At approximately 9:35 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:38 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to adopt the ordinance amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 1.04 acres from A-O Agricultural Open to C-1 General Commercial generally located at 2270 Greens Prairie Road West. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 5,666 square foot, 20-foot wide public utility easement, which is located on Lots 3 & 4 of the Valley Park Center Subdivision according to the plat recorded in Volume 7675, Page 282 of the Deed Records of Brazos County, Texas.

At approximately 9:40 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:41 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt the ordinance vacating and abandoning a 5,666 square foot, 20-foot wide public utility easement, which is located on Lots 3 & 4 of the Valley Park Center Subdivision according to the plat recorded in Volume 7675, Page 282 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

5. Presentation, possible action, and discussion regarding annexation of portions of the College Station ETJ, southwest of the City limits including properties located on the west and east sides of FM2154, generally referred to as the Wellborn area.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted five (5) for and two (2) opposed, with Councilmembers Fields and McMillan voting against, to initiate annexation proceedings for the Wellborn area as defined by the map provided by the City Manager. The motion carried.

Executive Session

In accordance with the Texas Government §551.074-Personnel, the College Station City Council convened into Executive Session at 10:35 p.m. on Wednesday, November 10, 2010 in order to continue discussing matters pertaining to:

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

The Executive Session adjourned at 10:54 p.m. on Wednesday, November 10, 2010.

No action was required from Executive Session.

6. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:56 p.m. on Wednesday, November 10, 2010.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

**November 22, 2010
Consent Agenda Item No. 2b
Emerald Ridge Estates Subdivision –
Sanitary Sewer City Participation Request**

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, CNU-A, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion for City participation providing sanitary sewer improvements in the Emerald Ridge Estates Subdivision being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Article 8, Subdivision Design and Improvements, Section 8.5, Responsibility for Payment for Installation Costs, Oversized Participation for a total requested City participation of \$39,489.00.

Recommendation(s): Staff recommends approval.

Summary: Improvements to the wastewater collection system in the vicinity of Emerald Parkway and Bent Oak Drive are required to satisfy a TCEQ directive. Several years ago, a sewer manhole at this intersection experienced chronic overflows during heavy rain, and this was resolved by operational changes at the treatment plant that reduced the back pressure in this line. However, the sewer lines in this area must be relocated to completely resolve the problem, and a Capital Improvement Project was initiated to address those requirements. Subsequently, the proposed development of Emerald Ridge Estates Subdivision provided the opportunity to participate with the developer in replacing and rerouting the existing 21 & 24 inch sanitary sewer mains. On August 24, 2010, the City entered into a participation agreement with Emerald Ridge Estates to participate in the installation of a 24 inch sanitary sewer line to replace an existing 21 inch sanitary sewer line through Phase I of Emerald Ridge Estates in an amount not to exceed \$284,482.86. The City's portion of the participation was less than this not to exceed amount and therefore the City desires to enter into an additional participation agreement in an amount not to exceed \$39,489.00 to replace an additional 277 feet of 24 inch sanitary sewer line.

This City Participation Agreement is mutually beneficial, and will resolve a TCEQ directive, so staff recommends approval.

Budget & Financial Summary: Funds in the amount of \$39,489.00 are budgeted for this project in the Wastewater Capital Improvement Projects Fund.

Attachments:

1. Location Map
2. Ordinance approving City Participation Agreement
3. Request Letter
4. Participation Agreement on file in the City Secretary's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND EMERALD RIDGE ESTATES, LTD. FOR THE DEVELOPMENT OF THE EMERALD RIDGE ESTATES SUBDIVISION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, Emerald Ridge Estates, Ltd. is a developer developing the Emerald Ridge Estates Subdivision Project; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: the Emerald Ridge Estates Subdivision Project (“Project”) as further set forth in a Participation Agreement; now, therefore,

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

- PART 1: That the City Council hereby finds it to be in the best interests of its citizens to enter into that one certain Participation Agreement with Emerald Ridge Estates, Ltd. for the construction of the Emerald Ridge Estates Subdivision Project. A copy of said Participation Agreement is attached as Exhibit “A” and incorporated herein by reference.
- PART 2: That the City Council hereby approves the contract with Emerald Ridge Estates, Ltd. obligating the CITY to pay a maximum of \$39,489.00 out of a total estimated amount of \$1,019,523.62 for the labor, materials and equipment required for the improvements related to the Emerald Ridge Estates Subdivision Project.
- PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvement Projects Fund, in the amount of \$39,489.00.
- PART 4: That this ordinance shall take effect immediately from and after its passage.

ADOPTED this 22 day of November, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson

City Attorney



Brazos Trace, LLC
A Property Development Company

October 15, 2010

City of College Station
P O Box 9960
College Station, Texas 77842

Attn: Josh Norton, P.E.
Assistant City Engineer

RE: Emerald Ridge Estates, Phase 1 – Extension of 24” Sanitary Sewer Line
Development Agreement Request

Dear Mr. Norton:

On behalf of Emerald Ridge Estates, Ltd., I would like to request participation by the City of College Station for costs associated with extending a 24” Sanitary Sewer Line through the development of Emerald Ridge Estates as outlined below.

The extent of participation for this project has been discussed in prior meetings held between the Emerald Ridge Estates and various city officials. We currently have an active development agreement with the City of College Station for the construction of a new 24” Sanitary Sewer Line to replace an existing 21” Sanitary Sewer Line through Phase 1 of Emerald Ridge Estates. The “Not to Exceed” amount in the current development agreement is \$284,482.86; after bids were opened the actual amount of the City’s share will be only \$227,724.75. This will leave \$56,758.11 of funds available to be used on the extension of the sewer line. The cost estimate for the additional extension is \$39,489.00. The additional extension of the 277 feet of the 24” Sanitary Sewer Line will complete most of the required rehab on the line, attached is an Exhibit depicting the additional work. Performing this task now will save the city money. The current total cost of the project is \$980,034.62, adding the additional \$39,489.00 will bring the project cost to \$1,019,523.62. The total accumulative city participation amount will now be \$267,213.75.

Accompanying this letter is a cost estimate with the amount of participation that the owner is requesting from the City of \$39,489.00. Additionally, I have attached a copy of the Corporate Resolution, Preliminary Plat, and a copy of the Title Policy with a “Nothing Further Certificate”.

Please feel free to contact the undersigned if you need any further information.

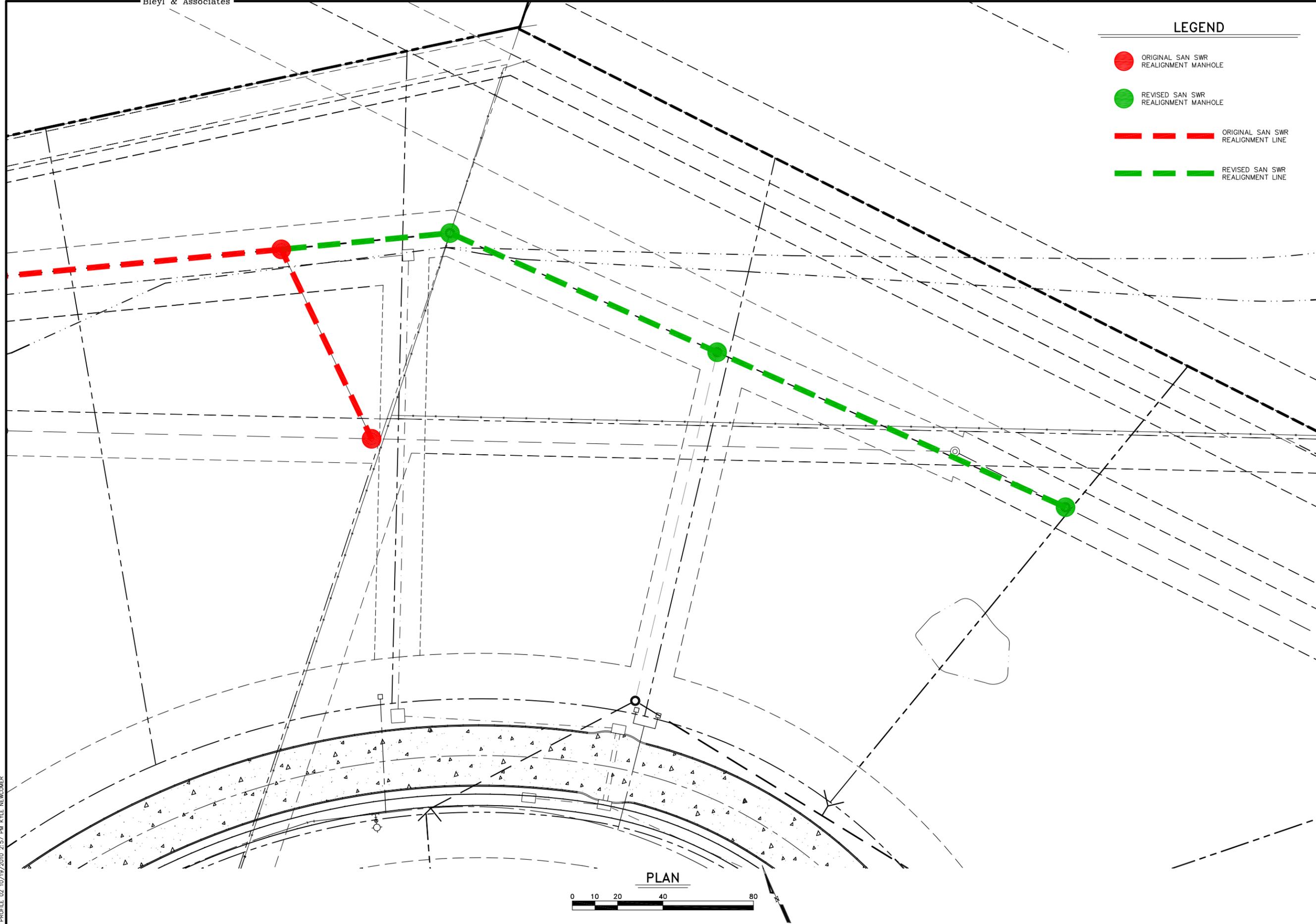
Sincerely,

Paul Leventis
Brazos Trace LLC
Managing Partner of Emerald Ridge Estates, LTD.

Cc: Bleyl & Associates

LEGEND

-  ORIGINAL SAN SWR REALIGNMENT MANHOLE
-  REVISED SAN SWR REALIGNMENT MANHOLE
-  ORIGINAL SAN SWR REALIGNMENT LINE
-  REVISED SAN SWR REALIGNMENT LINE



Z:\7052\7052 - EMERALD RIDGE\CD-7052\7052 ADDITIONAL SERVICES\EXHIBITS\7052-SEWER-REALIGN-EXHIBIT\SAN SWR REALIGNMENT PLAN & PROFILE 02 10 19 2010 2:57 PM KYLE NEWCOMER

REV	DATE	BY	APP	COMMENT
1				
2				
3				
4				

PREPARED FOR: EMERALD RIDGE ESTATES, LTD
 1722 BROADMOOR DR, SUITE 212
 BRYAN, TX 77802
 SCALE: AS SHOWN
 DATE: October 19, 2010
 DRAWN BY: KGN
 PROJECT MANAGER: SAM J. VERNON, P.E.

Bleyl & Associates
 Project Engineering & Management

2251 N. LOOP 336 W
 CONROE, TEXAS 77304
 (936) 441-7833 PHONE
 (936) 760-3833 FAX

1722 BROADMOOR, STE. 210
 BRYAN, TEXAS 77802
 (979) 288-1125 PHONE
 (979) 280-3849 FAX

TEXAS BOARD of PROFESSIONAL ENGINEERS: F-678

SANITARY SEWER REALIGNMENT

EMERALD RIDGE ESTATES
 46.073 ACRE SUBDIVISION
 26.656 ACRE TRACT
 MORGAN RECTER LEAGUE, A-46
 18.417 ACRE TRACT SANDY RIDGE AND LOT 14A
 SANDSTONE ADDITION (VOL. 501, PG. 473)
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

EXHIBIT

PROJECT NUMBER
7052

FILE NAME: 7052-SEWER-REALIGN-EXHIBIT.DWG

SHEET:
01 OF 01

November 22, 2010
Consent Agenda Item No. 2c
Asset Forfeiture Audit Reporting Form

To: Glenn Brown, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding the approval of the FY 2010 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.

Relationship to Strategic Goals: I. Financially Sustainable City providing response to Core Services and Infrastructure.

Recommendation(s): Acceptance of report

Summary: All law enforcement agencies who receive proceeds or property under Chapter 59 of the Code of Criminal Procedures- Forfeiture of Contraband, shall account for the seizure, forfeiture, receipt, and specific expenditure of all such proceeds and property in an audit, which is to be performed annually by the commissioners court or governing body of a municipality, as appropriate. The annual period of the audit for a law enforcement agency is the fiscal year of the municipality. The audit shall be completed on a form provided by the attorney general. Certified copies of the audit shall be delivered by the law enforcement agency to the comptroller's office and the attorney general not later than the 60th day after the date on which the annual period that is the subject of the audit ends.

This audit and subsequent report did not reveal any areas of concern and is submitted as an administrative requirement by the State.

Budget & Financial Summary: Separate Seizure Fund. No impact upon General Fund.

Attachments:

1. FY 2010 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency

**FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name:	<u>College Station Police</u>	Reporting Period: (local fiscal year)	<u>10/01/09 to 09/30/10</u>
Agency Mailing Address:	<u>2014 Texas Ave.</u>	example:	01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.
	<u>College Station, TX. 77840</u>		
Phone Number:	<u>979-764-3626</u>		
County:	<u>Brazos</u>		
Email Address:	<u>bnorris@cstx.gov</u>	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance..... Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.	<u>\$ 0.00</u>
B)	Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.....	<u>\$ 0.00</u>
	2) Amount seized and transferred to the District Attorney pending forfeiture.....	<u>\$ 42,054</u>
C)	Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary).....	<u>\$ 1,094</u>
D)	Ending Balance Instructions: Add lines A and B(1), subtract line C, put total in line D.	<u>\$ 43,148</u>

II. FORFEITED FUNDS

A)	Beginning Balance..... Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	<u>\$ 53,767</u>
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period..... Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	<u>\$ 54,889</u>

C)	Interest Earned on Forfeited Funds During Reporting Period Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$ 648.00
D)	Proceeds Received by Your Agency From Sale of Forfeited Property..... Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.	\$ 0.00
E)	Total Expenditures of Forfeited Funds During Reporting Period Instructions: From Total on Section VI.	\$ 47,010
F)	Ending Balance..... Instructions: Add lines A through D, subtract line E, place total in line F.	\$ 62,294

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	1	0	1	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	1	0	1	0
5) Other Property - Description: Sentry Safe	1	1	0	1
Other Property -Description:				
Other Property -Description:				

IV.

FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount).....	0
B)	Real Property (the number of separate parcels of property, not a currency amount).....	0
C)	Computers (the number of computers, not a currency amount).....	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

V.

FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount).....	0
B)	Real Property (the number of separate parcels of property, not a currency amount).....	0
C)	Computers (the number of computers, not a currency amount).....	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

VI.

EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	Total Salaries Paid out of Chapter 59 Funds.....	\$ 0
	1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).....	\$ 0
	2. Salary Budgeted Solely From Forfeited Funds.....	\$ 0
	3. Number of employees Paid Using Forfeiture Funds	0
B)	Total Overtime Paid out of Chapter 59 Funds	\$ 0
	1. For employees Budgeted by Governing Body.....	\$ 0
	2. For Employees Budgeted Solely out of Forfeiture Funds.....	\$ 0
	3. Number of employees Paid Using Forfeiture Funds.....	0
C)	Total Equipment Paid for with Chapter 59 Funds.....	\$ 38,161
	1. Vehicles.....	\$ 0
	2. Computers.....	\$ 5074
	3. Firearms, Vests, Personal Equipment	\$ 32,067

	4. Furniture.....	\$ 0
	5. Software.....	\$ 1020
	6. Maintenance Costs.....	\$ 0
	7. Uniforms.....	\$ 0
	8. K9 Related Costs.....	\$ 0
	9. Other (Provide Detail on Additional Sheet).....	\$ 0
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$ 1054
	1. Office Supplies.....	\$ 1054
	2. Cellular Air Time.....	\$ 0
	3. Internet.....	\$ 0
	4. Other (Provide Detail on Additional Sheet).....	\$ 0
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$ 0
	1. In State Travel	
	a) Hotel.....	\$ 0
	b) Air Fare.....	\$ 0
	c) Meals (including per diem).....	\$ 0
	d) Car Rental.....	\$ 0
	2. Out of State Travel	
	a) Hotel.....	\$ 0
	b) Air Fare.....	\$ 0
	c) Meals (including per diem).....	\$ 0
	d) Car Rental.....	\$ 0
	3. Fuel.....	\$ 0
	4. Parking.....	\$ 0
	5. Other (Provide Detail on Additional Sheet).....	\$ 0
F)	Total Training Paid Out of Chapter 59 Funds.....	\$ 2500
	1. Fees (Conferences, Seminars).....	\$ 2500
	2. Materials (Books, CDs, Videos, etc.).....	\$ 0
	3. Other (Provide Detail on Additional Sheet).....	\$ 0
G)	Total Investigative Costs Paid Out of Chapter 59 Funds.....	\$ 5295
	1. Informant Costs.....	\$ 0
	2. Buy Money.....	\$ 2500
	3. Lab Expenses.....	\$ 0
	4. Other (Provide Detail on Additional Sheet).....	\$ 2795

H)	Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (l), (j), (n)).....	\$ 0
I)	Total Facility Costs Paid Out of Chapter 59 Funds.....	\$ 0
	1. Building Purchase.....	\$ 0
	2. Lease Payments.....	\$ 0
	3. Remodeling.....	\$ 0
	4. Maintenance Costs.....	\$ 0
	5. Utilities.....	\$ 0
	6. Other (Provide Detail on Additional Sheet).....	\$ 0
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds.....	\$ 0
	1. Court Costs.....	\$ 0
	2. Filing Fees.....	\$ 0
	3. Insurance.....	\$ 0
	4. Witness Fees.....	\$ 0
	5. Audit Costs and Fees.....	\$ 0
	6. Other (Provide Detail on Additional Sheet).....	\$ 0
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$ 0
L)	TOTAL EXPENDITURES.....	\$ 47,010

NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.

CERTIFICATION

COUNTY JUDGE or MAYOR
(Printed Name): _____

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): _____

SIGNATURE: _____

DATE: _____

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20 _____.

Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
FAX (512)494-8283
E-mail: kent.richardson@oag.state.tx.us

**SCHEDULE A
SEIZED FUNDS AND PROPERTY RETURNED
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: 09-012268
DATE OF SEIZURE: 10/02/09
PROPERTY SEIZED: Detonics Scoremaster .45 Semiautomatic Pistol
DATE FUNDS OR PROPERTY RETURNED: 07/10/10
AMOUNT RETURNED OR PROPERTY RETURNED: Detonics Scoremaster .45 Semiautomatic Pistol
REASON RETURNED: Returned to Defendant's Father

**SCHEDULE A
SEIZED FUNDS AND PROPERTY RETURNED
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: 09-012268
DATE OF SEIZURE: 10/02/09
PROPERTY SEIZED: \$1094.00
DATE FUNDS OR PROPERTY RETURNED: 03/22/10
AMOUNT RETURNED OR PROPERTY RETURNED: \$1094.00
REASON RETURNED: Was not a felony amount of narcotics

**SCHEDULE A
SEIZED FUNDS AND PROPERTY RETURNED
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: 10-006275
DATE OF SEIZURE: 05/27/10
PROPERTY SEIZED: 2003 Toyota Camry
DATE FUNDS OR PROPERTY RETURNED: 08/30/10
AMOUNT RETURNED OR PROPERTY RETURNED: 2003 Toyota Camry
REASON RETURNED: Returned to Defendant for \$250.00 fine.

November 22, 2010
Consent Agenda Item No. 2d
Law Enforcement Handbill Exemption

To: Glenn Brown, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding amending Chapter 4, section F (1), "Business Regulations", of the code of ordinances of the City of College Station, which would exempt the City of College Station for the purpose of distributing public safety handbills.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Passage of the ordinance modification.

Summary: The College Station Police Department is continually searching for innovative ways to educate citizens about burglary prevention. The department has created a "Burglary of Vehicle Report Card" as a tool to assist in this education process. Officers plan to patrol highly populated parking lots and neighborhoods within the city, especially those known to have higher vehicle burglary rates and identify "at risk" vehicles. The Burglary of Vehicle Report Card will be completed by officers for each car observed and marked as "Pass" or "Fail". Every card contains burglary prevention tips that will help citizens protect their personal property, as well as contact information for the College Station Police Department's Crime Prevention Division. This program will increase police presence in target rich environments and give citizens appropriate feedback in regards to protecting their belongings. Those citizens that have "passed" will know that they are applying best practices, and those who have "failed" will be given instant educational tips to remedy the identified problem. In order for officers to disseminate handbills an exemption must be adopted to the current city ordinance, which currently prohibits this action.

Budget & Financial Summary: None. We will use the department's existing printing budget.

Attachments:

1. Chapter 4 "Business Regulations", Section 1(F) entitled "Exemptions".
2. Proposed Burglary of Vehicle Report Card

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS", SECTION 1 "SOLICITORS, CHARITABLE SOLICITORS, ITINERANT VENDERS, HANDBILL DISTRIBUTORS", F, "EXEMPTIONS" 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 4, "BUSINESS REGULATIONS", SECTION 1 "SOLICITORS, CHARITABLE SOLICITORS, ITINERANT VENDERS, HANDBILL DISTRIBUTORS", F, "EXEMPTIONS" 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 Five Hundred Dollars (\$500.00). 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 22nd day of November 2010.

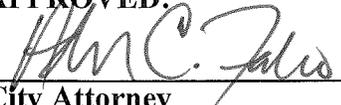
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 4, "Business Regulations", Section 1 "SOLICITORS, CHARITABLE SOLICITORS, ITINERANT VENDERS, HANDBILL DISTRIBUTORS", F, "EXEMPTIONS", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, as set out hereafter to read as follows:

F. EXEMPTIONS

- (1) This section shall not apply to the City of College Station for the purpose of distributing public safety handbills.
- (2) Any organization, group or individual making a distribution of a non-commercial handbill shall not be required to pay an application fee or obtain a permit.
- (3) No organization or group shall be exempt from the provisions of this Section as to itinerant vendors, solicitors and handbill distributors, except that charitable organizations making charitable sales or soliciting charitable contributions for a charitable purpose shall not be required to pay an application fee for any permit or provide a bond.
- (4) Christmas tree sales as defined herein are exempted from the location requirement of five percent (5%) or sixteen (16) spaces and are exempted from the time requirement of three (3) consecutive days or twenty-one (21) cumulative days. Christmas tree sales may be made during the Christmas holiday season, November 15 through December 24.
- (5) No person or other business entity doing business in interstate commerce shall be required to pay an application fee to obtain a permit or provide a bond.
- (6) Salesmen representing a commercial or industrial business or enterprise where the contacts are made for the solicitation of bulk orders, wholesale orders, special equipment sales, special instrument sales, the sale of special manufactured goods or pharmaceuticals are exempt from this ordinance.
- (7) A charitable organization holding a bazaar, fete, rummage sale or other special event for the purpose of raising funds no more than two (2) times per year are exempt from this ordinance.
- (8) Individuals selling farm products in an unrefined state shall be required to pay an application fee but shall not be required to provide a bond.
- (9) Individuals or corporations having a regular place of business or approved home occupation with a permanent fixed address in either College Station or Bryan, Texas are exempt from the permit fee and bond requirements.

College Station Police Department Vehicle Burglary Report Card



LICENSE PLATE NUMBER: _____

DATE/TIME: _____

LOCATION: _____

ATTENDING OFFICER: _____

PASS

FAIL

YOUR VEHICLE HAS FAILED FOR THE FOLLOWING REASONS:

**COLLEGE STATION POLICE DEPARTMENT
2611 TEXAS AVE.
COLLEGE STATION, TX 77845**

NON-EMERGENCY: (979) 764-3600 EMERGENCY: 911

College Station Police Department Vehicle Burglary Report Card

Want to keep thieves from stealing items from your car? If so, then leave it in the same condition as when it rolled off the factory floor. Leave nothing inside except the factory parts and this includes important papers often left in glove boxes, like vehicle titles, registration receipts, and identifying documents containing a social security number, driver license, or a credit card number.

If you must leave belongings, hide them from sight, close the windows, lock the doors, and take the keys. Never park in unattended parking lots or poorly lit areas. When you return, note any changes in your car's appearance that might signal it has been broken into. Here are a few tips on how to avoid becoming a victim of auto burglary:

Hide your valuables - Items in view make your car a target.

Lock your car - Many vehicles that are burglarized had the doors left unlocked.

Take your keys - Do not let the crooks take your car and belongings because your car is left unlocked.

Park in well lit or heavily traveled areas - Burglars do not like witnesses. Do not make it easy for them to seal your property.

Be aware of suspicious persons - If you see someone who appears nervous, is pulling vehicle door handles, looking in windows, or bumping into vehicles (checking for alarms), call CSPD immediately.

**COLLEGE STATION POLICE DEPARTMENT
2611 TEXAS AVE.
COLLEGE STATION, TX 77845**

NON EMERGENCY: (979)764-3600 EMERGENCY CALL 911



November 22, 2010
Consent Agenda Item No. 2e
Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
Memorandum of Understanding

To: Glenn Brown, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding participation in a Memorandum of Understanding (MOU) between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the College Station Police Department (CSPD) for the purpose of establishing a task force known as ATF TASK FORCE.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Acceptance of the MOU.

Summary: The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has agreements with Bomb Units across the State of Texas in an effort to respond to incidents where bomb technicians are required. The ATF is searching for agencies within Texas to expand their coverage of the state. With this agreement the ATF will supply equipment, reimbursement for training and overtime to local agencies for their participation.

Over half of these agencies have accredited bomb units. The College Station Police Department's bomb unit has been accredited for ten years and has been in existence for fourteen years. The bomb unit currently responds to all explosive incidents within the Brazos Valley seven county areas.

Potential benefits for the College Station Police Department:

- Bomb Unit Equipment
- Access to Federal resources
- Reimbursement for specialized training
- Reimbursement of overtime for Task Force call outs and assignments

Benefits for the ATF:

- Wider state coverage, north of the Houston area
- Access to three more bomb technicians
- Access to more equipment (robot etc.)

If approved, two of our three bomb technicians would be sworn in as special Federal US Marshals to have federal jurisdiction when operating for the ATF. Our third bomb technician is currently assigned the JJTF and already has federal jurisdiction.

If approved, the police department would agree to supply the ATF with bomb technicians when called upon. These bomb technicians would travel and operate under the ATF responding to emergency incidents, protection details, and explosive detection for large events.

Typically, ATF teams-up with larger agencies such as the Houston, Amarillo, Austin Police Departments. These larger agencies usually respond to more incidents because their bomb units are much larger. In reality, the College Station Police Department's bomb unit may not be called into action as much because of its size and proximity to these larger agencies.

Budget & Financial Summary: None

Attachments:

1. Memorandum of Understanding



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives
15355 Vantage Parkway West, Suite 200
College Station , TX 77032-1965

www.atf.gov

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND COLLEGE STATION POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) delineates a cooperative law enforcement effort between the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the College Station Police Department (CSPD), known collectively as the Agencies for the purpose of establishing a task force known as ATF TASK FORCE. This MOU is not intended as a formal contract between the Agencies but rather as an expression of understanding to facilitate cooperation on investigations as detailed below.

I. AUTHORITY

This MOU is established pursuant to the participating Agencies' authority to investigate criminal activities. ATF's authority includes Chapters 40, 44, and 114, Title 18, United States Code, and Chapter 53, Title 26, United States Code.

II. DURATION OF THIS MOU

This MOU will become effective on the date it is completely executed by the participating Agencies. The participating Agencies will review the mission objectives and the need for continued operation under this MOU every year thereafter. Any participating Agency may withdraw from this MOU at any time, however, a written notice of intent to withdraw must be provided to the other participating Agency at least thirty (30) days prior to the date of the intended withdrawal.

III. PURPOSE OF THIS MOU

This MOU serves to formalize the relationship between the participating Agencies with regard to policy, guidance, planning, training, public relations, and media in order to foster an efficient and cohesive unit capable of addressing violent crime and to maximize interagency cooperation associated with the task force known as ATF TASK FORCE.

The goal of this MOU is to develop a cooperative effort among the participating Agencies charged with the investigation and prosecution of arson and explosives related criminal offenses. The criminal offenses investigated under this MOU will be referred to the courts of the United States and/or the courts of the State of Texas for prosecution.

The mission of the participating Agencies is to conduct in-depth investigations of arson and explosives related crimes; to identify and target for prosecution the perpetrators of such crimes; and to achieve maximum coordination and cooperation in bringing to bear the combined resources of the participating Agencies.

IV. CONDITIONS AND PROCEDURES

A. Administration

Because this MOU outlines a cooperative endeavor on the part of the participating Agencies, the supervisors of the participating Agencies shall be jointly responsible for the policy, program involvement, and direction of each participating Agency. Therefore, cases will be jointly investigated and no particular Agency will prevail over another or act unilaterally. Participating Agency supervisors shall meet to discuss, review and prioritize investigations undertaken as a result of this agreement on a regular basis.

B. Operational Guidelines

The following guidelines will guide the participating Agencies regarding the policy, planning, training, supervision and public relations. The participating Agencies agree that these guidelines will serve as a basis to mediate any disputes that arise during the operation of this agreement.

- 1. Chain of Command:** ATF agrees to designate the Group Supervisor, Houston Group III (Arson/Explosives), as ATF's coordinator of this agreement. The CSPD Chief and/or designee will serve as the department's coordinator. The coordinators have overall responsibility for the policies and guidelines affecting this MOU. Operational problems encountered between ATF and CSPD will be mutually addressed and resolved by the coordinators.
- 2. Operations:** The coordinators shall be primarily responsible for opening, assigning, directing, monitoring, and closing investigations subject to guidance from the participating Agencies. Each participating Agency agrees that it will take no unilateral action with respect to any operation under this MOU, as this would not be in the best interests of this cooperative effort.

ATF, as the sponsoring Federal law enforcement Agency, may request that CSPD Investigators be deputized by the United States Marshals Service (USMS) for the purpose of extending their jurisdiction to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal Grand Jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF as necessary.

The participating Agencies agree that any Federal authority that may be conferred by the above request will terminate when this MOU is terminated or when the deputized personnel leaves the task force.

3. Resources: ATF agrees to supply a supervisor and Special Agents as needed to fulfill the obligations committed as a result of this MOU. CSPD agrees to supply investigators/officers on a full-time or part-time basis, dependent on its manpower constraints, to fulfill its obligations under this MOU. Additional personnel will be covered by this MOU on an as-needed basis. Additions, deletions, and temporary reassignments of personnel under this MOU will be at the discretion of the respective participating Agencies, with notice to the other participating Agencies.

Continued assignment of specific personnel will be based upon performance and will be at the discretion of the respective participating Agency. Each participating Agency, upon request, will be provided with an update as to the program, duration and accomplishments occurring as a result of this agreement.

During the period of this MOU, each participating Agency will provide for the salary and employment benefits of its own respective employees. All participating Agencies will retain control over the personnel's work hours, including the approval of overtime.

ATF may have funds available for the payment of overtime to state and local Task Force members subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of the current MOUs established pursuant to the provisions of 28 USC § 524. The participating Agencies agree to abide by the terms of the applicable Federal statutes and Department of Justice guidelines and policy relative to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The CSPD is recognized under Texas law as a law enforcement Agency and their investigators as sworn law enforcement officers. If required or requested, the CSPD shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for purposes of overtime payment from the Department of Justice Asset Forfeiture Fund.

In accordance with this provision and the current MOU on Asset Forfeiture, the Group Supervisor shall be responsible for certifying requests for overtime expenses incurred as a result of this agreement. Proceeds of any legal forfeiture arising out of an operation under this MOU will be divided equally among the participants in accordance with applicable Federal law and the policies and guidelines of the Department of Justice Asset Forfeiture Fund. This MOU does not allocate or ensure that ATF has funds or will make any payments with regard to overtime to State and local Task Force Officers.

ATF Agent Cashier funds will normally be available for the purchase of evidence, informant expenses, and investigative expenses relating to criminal violations that fall within its jurisdiction. ATF will also provide access to professional training and laboratory services and may activate its Special Response Team(s) or the National Response Team, if necessary.

ATF, when appropriate, will supply intelligence officers, auditors and financial analysts.

4. General Guidelines: While all personnel assigned under this MOU will give primary considerations to the regulations and guidelines imposed by their own Agency, they will be mindful of those imposed by the other participants. When acting under USMS authority requested under this MOU, the participants agree that Federal policies and procedures are controlling. Accordingly, deputized personnel will:

- Receive training in ATF firearms, vehicle stops, and defense tactics policies, as well as legal matters and correspondence, and reporting matters.
- Comply with ATF enforcement policy regarding the use of firearms, financial and property controls, investigative techniques, and supervisory controls.
- Qualify with their respective firearms, using and complying with ATF's firearms proficiency standards. ATF certified firearms instructors shall train and administer the ATF Firearms Proficiency Course to measure firearms proficiency. All members must qualify using ATF standards in order to be deputized.
- Be made aware of and comply with the Department of Justice's Use of Force Policy, especially prior to any enforcement activity classified as high risk.
- Be made aware of and comply with ATF policies concerning the use and care of Federal Government-Owned Vehicles (GOV) and abide by ATF's Pursuit Driving Policy, in addition to the policies of their respective Agencies. Such vehicles are only for official use.
- Be made aware of and comply with the Department of Justice's Standard of Conduct, particularly as they relate to sexual harassment and Equal Employment Opportunity issues.

5. Media Relations: Media relations will be handled by a designated public information officer from each participating Agency in conjunction with the other participants. Press conferences and releases will always be mutual and will include all participating Agencies. Assigned personnel will be informed not to give statements to the media relative to any ongoing investigation or prosecution under this MOU, without the concurrence of the other participants and, where appropriate, the relevant prosecutor's office.

All participating Agencies will share investigative reports, finding, intelligence data, etc., in furtherance of the mission of this agreement. No disclosures of information will be made in violation of the Privacy Act, 5 USC § 552 (a), or the Internal Revenue Code of 1986, 28 USC § 6103. The disclosure of any ATF information, as defined in the appropriate Federal Regulations, to parties outside this MOU must be approved by ATF prior to release.

6. Physical Location: ATF will provide office space for CSPD personnel assigned to the Task Force.

7. Equipment: Assigned personnel will utilize equipment and vehicles assigned by their respective Agencies if ATF cannot provide a GOV or rental/lease vehicle.

C. Jurisdiction

The assigned coordinators will determine whether cases will be referred for prosecution to the United States Attorney's Office for the Southern Judicial District of Texas or to the relevant District Attorney's Office. The supervisors will base their determination upon which level of prosecution will best serve the interests of justice and upon achieving the greatest overall benefit to the public. Any question which arises pertaining to prosecution will be resolved through discussion among the investigative Agencies and prosecuting entities having an interest in the matter.

V. PROGRAM AUDIT

Operations under this MOU are subject to audit by ATF; the Department of Justice, Office of Inspector General; the Government Accountability Office; and other Government designated auditors. The CSPD agrees to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for overtime expenses either incurred during the course of this task force for a period of not less than three years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

These audits may include review of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this MOU, as well as the interview of any and all personnel involved in relevant transactions.

VI. LIABILITY

Claims against the United States for injury of loss of property, personal injury, or death, arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 USC § 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

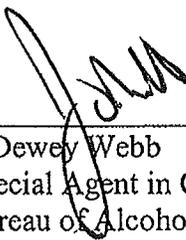
VII. REVISIONS

The terms of this MOU may be amended, modified, or reviewed in writing and such amendment, modification, or revision will become effective upon the signature of an authorized official of each participant.

VIII. NO PRIVATE RIGHT CREATED

This is an MOU between ATF and CSPD and is not intended to confer any right or benefit to any private person or party.

The MOU is hereby accepted as setting forth the general intentions and understandings of the undersigned authorized officials for their respective Agency.

By:  _____ Date: 6-8-10
J. Dewey Webb
Special Agent in Charge
Bureau of Alcohol, Tobacco, Firearms and Explosives

By: _____ Date: _____
Jeff Capps
Chief
College Station Police Department

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: _____

Chief Financial Officer

Date: _____

November 22, 2009
Consent Agenda Item No. 2f
Authorization to Disburse Incentive Funding for Texas Institute for
Preclinical Studies (TIPS)

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion and possible action authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of the second of five (5) annual payments of \$250,000 to Texas A&M University for performance in 2009-2010.

Summary: On, December 14, 2006 the City Council unanimously approved a resolution in support of a five (5) year, \$1.25 million incentive for the development of TIPS by Texas A&M University. In return for the City's investment, TIPS was to provide an investment of at least \$40,000,000 in real and personal property and construct an 112,000 square foot facility and maintain 12,000 gross square feet of life science business accelerator offices. Additionally, TIPS committed to create new jobs within TIPS each year for the term of the agreement. TIPS hired 13 new employees in Fiscal Year 2010 and maintained 26 total employees, not including student workers. Other details regarding TIPS' performance in Fiscal Year 2010 are included in the Annual Certification – Supporting Documentation form, which is attached.

Budget & Financial Summary: The cost of the City's portion of the total incentive package provided to TIPS is \$1.25 million over the life (five (5) years) of the agreement. The incentive offering also includes payments from the City of Bryan, \$84,000 annually, and Brazos County, \$166,000 annually. Both are also for a five (5) year period.

The City's 2010 payment of \$250,000 is budgeted and will be expended from the City's Economic Development Fund.

Attachments: TAMU Statement of Compliance
Annual Certification – Supporting Documentation Form

**STATEMENT OF COMPLIANCE WITH ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN TEXAS A&M UNIVERSITY AND THE RESEARCH
VALLEY PARTNERSHIP**

Company Name:	Texas A&M University
Date of Agreement:	October 22, 2008
Expenditure Report:	Provide a financial report detailing expenditures of the contribution.
Project Building:	Provide the amount of incubator office space and wet labs space for tenants in cooperation with RVP.
Jobs:	Provide the number of new jobs created within TIPS.
Advisory Board Membership:	Provide the RVP appointment of a member to TAMU Economic Development Advisory Board.
Cooperation:	Provide the summary of how TIPS and RVP are working together to attract technology based companies as tenants in the incubator space.
Contracts:	Provide the number of new companies contracted that will bring new monies to College Station.

Texas A&M University acting by and through its duly authorized representatives (the "Owner"), hereby certifies any improvements on the Property, as called for in the above referenced Agreement, have been completed and constructed pursuant to said agreement. Owner further certifies that it is in compliance with every other applicable term of said Agreement.

Signed this 29th day of October 2010.

TEXAS A&M UNIVERSITY

BY: 

Title: Senior Associate Vice President for Research Administration

**Economic Development Agreement between Texas A&M University
and The Research Valley Partnership, Inc.**

Annual Certification - Supporting Documentation

September 10, 2010

Expenditure Report

The prior year contribution by RVP was utilized by the Texas A&M Institute for Preclinical Studies (TIPS) in support of TIPS operational personnel salaries (82%), TIPS equipment (13%), and TIPS operational and maintenance expenses (5%). For the prior eleven (11) month period, TIPS has not received funding in grants, gifts, appropriations or otherwise, in excess of \$10,000,000 for use in paying start-up expenses (excluding project specific equipment, imaging equipment, and equipment leases) for the operation of TIPS.

Project Building

The TIPS facility includes a large laboratory hospital, vivarium, pasture and two barns for long-term holding of ruminant hoof stock, administrative space for TIPS and the Office of Technology Commercialization (OTC), incubator space and an *in vivo* research imaging core suitable for larger laboratory animal species. The incubator space includes nine office spaces, eleven lab spaces, as well as shared spaces combining for over 12,000 square feet. In the past year, GCON and Dr. Duncan Maitland's company DEP Shape Memory have been incubator space tenants.

Jobs

During Fiscal Year 2010, TIPS had 26 employees (excluding student workers) of which half were new personnel within TIPS.

TAMU has complied with all federal and state laws, including but not limited to Section 503 and 504 of the rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990, and will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in its employment policies or other programs.

Advisory Board Membership

The Institute for Innovative Therapeutics, the TAMUS-level entity that encompasses TIPS, TIGM and NCTM, has been approached about establishing an advisory board that will include RVP representation to not only provide guidance to TIPS, but also the broader enterprises in the IIT. It is anticipated that this board will be an excellent

interface for the basic and applied science programs as well as the commercial activities of the IIT components.

Cooperation

TIPS and RVP are working together along with the TAMUS Office of Technology and Commercialization (OTC) and TAMU Office of the Vice President for Research (VPR) to attract technology based companies as tenants in the incubator space. Seminars continue to promote the TIPS facility. TIPS senior personnel have been meeting with one to two companies per week on proposed sponsored research to be conducted at TAMU. Not all of these industry initiatives turn into TIPS research projects; some are directed to other University areas of specialty. TIPS attended the BIO conference as a partner with RVP, and TIPS is also part of the Bio-Corridor initiative with RVP. The RVP has provided assistance with direct action in the creation of the incubator application form, and also participates as an incubator committee member.

Contracts

TIPS conducted a variety of industry, academic and Department of Defense sponsored projects during the past year, the first year of occupancy in the new TIPS facility.

Work has been completed or is in progress for the following:

- Cyberonics
- Department of Defense (DARPA) - SBL
- DARPA - Fracture Putty
- DARPA - Deep Vascular Occlusion Device (with Siemens)
- HAART
- Repair Technologies
- On-Track Imaging (ETF)
- Nanomedical
- Texas Biochemicals
- Scott & White - Renal Stenosis
- Scott & White - Carotid Aneurism
- Salient Pharmaceuticals
- Sironics
- 4-Web Spine

Proposals/protocols are in the development stage for the following:

- Therapheresis
- ARA - Low Level Blast
- Elanco

- UTHSCA
- TAMHSC Temple
- Radikal Therapeutics Ltd.
- Micromed CV, Inc.
- Micrus Endovascular Corp.
- Texas Cardiac Arrhythmia Institute
- Vet Rx
- Swansea

The GLP research and imaging capabilities of TIPS continue to draw inquiries and create opportunities for research collaborations and industry partnerships. Collaborations are being formed in the following initiatives: cancer, imaging device/methodology, nanomedicine, pediatric devices, device development and emergency medicine.

About TIPS and Its Vision

• **TIPS is an outgrowth of the success of the Michael E. DeBakey Institute (MDI) at Texas A&M University** which was initially funded by a federal initiative. The first project completed under the MDI was the DeBakey Ventricular Assist Device (VAD). While the DeBakey group originators had the engineering expertise to develop the VAD, they did not have the expertise to design the animal studies or carry them out. After intensive efforts and a steep learning curve, the A&M group was able to implant the device and maintain the test animals for 90 days. The device is now in clinical trials in the U.S.

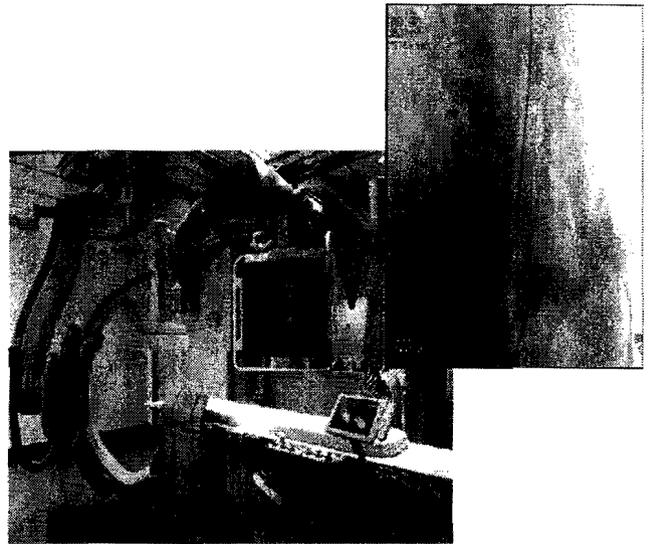
Other business groups began to request help in design and executing of their animal studies because of the broad wealth of expertise in all aspects of animal surgery, medicine, pathology, behavior and husbandry available at Texas A&M. These companies wanted not only preclinical animal work performed here at A&M, they also wanted GLP studies required for FDA approval to be performed within the Texas A&M/MDI network. With support from Dr. DeBakey and the federal initiative, an external consultant was hired to evaluate the GLP potential and A&M system support that would be needed to accomplish that goal.

Through University commitment of 47.8 M, 6 M commitment from the state Emerging Technology Funds, 1.5 M from TXDOT for road construction, 4 M Governor's loan and a 2.5 M contribution from the local community for support of incubator space in the TIPS building, TIPS became a reality. To assure successful GLP/FDA (21 CFR, Part 58) compliance, the external consultant became a permanent hire, and a GLP support system was put in place that incorporates Independent Quality Assurance within the Office of the Vice President for Research and reports up to Research Compliance.

• **The institute is uniquely positioned to perform preclinical development and testing of drugs and devices leading to human clinical trials.** Faculty and students in the Texas A&M Health Science Center and Texas A&M College of Veterinary Medicine and

Biomedical Sciences, Dwight Look College of Engineering and Mays Business School are developing partnerships with major medical centers throughout the world to provide research and support services complementing institute activity.

• **The TIPS mission:** To expedite the process and increase the success of development of new therapies to treat and prevent human and animal disease through seamless integration of all aspects of product development and to prepare students to become scientific leaders through active participation in the product development life cycle.

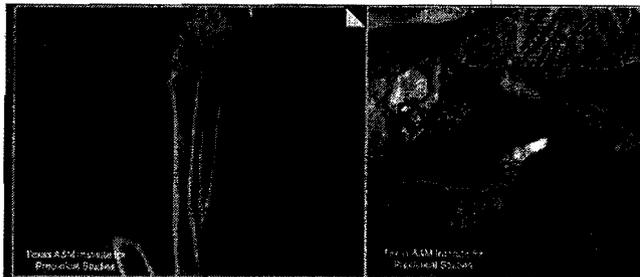


• **The TIPS vision:** To be a leader in translational research providing comprehensive preclinical research services through an interdisciplinary approach resulting in improved effectiveness and efficiency in drug and device development from bench top to bedside.

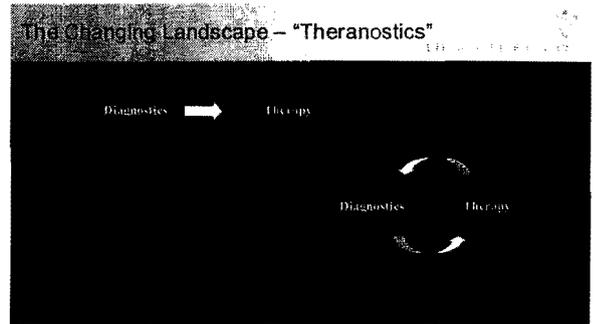
• **A variety of research endeavors and support mechanisms are available at TAMU.** These include, cardiovascular sciences/Michael E. DeBakey Institute, Texas A&M Institute for Genomic Medicine, reproductive biology, neuroscience research, bio-defense and emerging infectious disease studies, environmental medicine/ toxicology, Mays School of Business, the Integrative Center for Homeland Security and the National Center for Foreign Animal and Zoonotic Disease.

- **Recent and ongoing projects include** DARPA (Defense Advanced Research Project Agency) sponsored research into hemorrhagic shock, fracture repair and deep vascular occlusion; ventricular assist devices, aneurysm repair, drug eluting and bioresorbable stents, bone regeneration therapies, anti-obesity therapies, stem cell therapy, and endosurgical device development and testing.

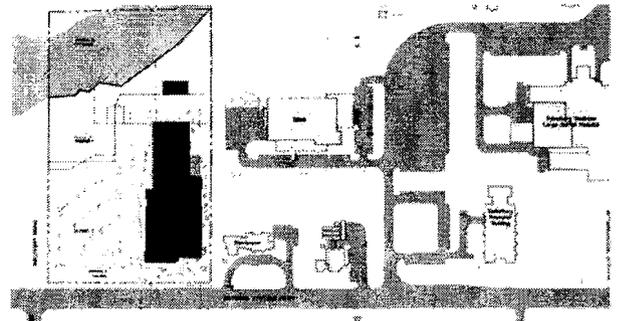
- **Through TIPS, the opportunity to incorporate companion animals into clinical trials of new drugs and devices that may improve and save lives of both humans and animals is a reality.** This is particularly significant post the sequencing of companion animal and human genomes and identification of genes common to both. For example, spontaneous tumors in companion animals are suitable models of human cancer. The relatively high incidence of some cancers, large body size, shorter life span, availability of pedigree information and commonality of life style and environmental factors between companion animals and humans provides a population which is more analogous to the real life situation. A recent Department of Defense funded study at a leading veterinary school, has found that the pre-neoplasia mammary lesions are virtually identical, microscopically, in dogs and women. Feline mammary carcinoma shows age incidence, histopathology and pattern of metastasis similar to human breast cancer. Osteosarcoma, melanoma, leukemia/lymphoma, diabetes, heart disease, obesity, autoimmune and endocrine disorders to name a few, are maladies shared by humans and their animal companions. Pet owners are extremely receptive to implementing new therapies in an attempt to improve the quality and longevity of their pets' lives. Amazingly to some, these owners' compliance rate for medical follow-ups and medication administration exceeds human patient clinical trial expectations.



- **TIPS partnership in Molecular Oncology and Imaging.** TIPS is developing unique partnerships with industry to allow rapid identification of molecular targets in animals that will translate to improved human therapy. Molecular imaging techniques developed at TIPS will accelerate the determination of candidate drugs and the migration to human models. It will also broaden the diagnostic and therapeutic indications for companies with new therapeutics or biologics and improve the efficient management of animal resources.



- **The unique location of a GLP based institute at a major university with both veterinary and medical schools, business and engineering colleges and an upcoming GMP laboratory, offers industry based research unparalleled opportunities.**



Contact Information

Texas A&M Institute for Preclinical Studies
 800 Raymond Stotzer Parkway, Suite 2060
 Texas A&M University
 College Station, TX 77843-4478
 P. 979.847.TIPS or 979.845.3374
 F. 979.845.6522
<http://tips.tamu.edu>
tfossum@tamu.edu

Bob Malaise

From: Charlene Miller [cmiller@tamu.edu]
Sent: Friday, September 17, 2010 5:07 PM
To: Bob Malaise
Cc: Lee Schultz
Subject: Research Valley Partnership - Annual Report

Bob,

As requested, the payroll information follows:

Total payroll amount for TIPS employees hired in the past year is \$605,785.

Total fringe benefit amount for TIPS employees hired in the past year is \$134,260.04

These totals account for 13 new hires at TIPS.

Please let me know if additional information is required.

Thank you,

Charlene

Charlene Miller
Assistant Vice President
Texas A&M University Research Services
cmiller@tamu.edu

2701 General Services Complex
750 Agronomy Road
1260 TAMU
College Station, TX 77843

Tel. 979.862.6450
Fax. 979.862.4593

**November 22, 2010
Consent Agenda Item No. 2g
Homeland Security Grant Program (SHSP)**

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2010 Homeland Security Grant Program Sub-recipient of \$55,880.53, naming a City staff member as manager of those grant funds, and approving the 2010 City of College Station Equipment List for purchase.

Recommendation(s): Staff recommends acceptance of the grant from Texas Division of Emergency Management (TDEM), and recommends the emergency management coordinator be designated as the "Grant Manager" for administration of this grant. It is also recommended that the attached 2010 City of College Station Equipment List be approved for purchase.

Summary: The City of College Station has been awarded the Homeland Security program grant of \$55,880.53 through TDEM. The funding will be used by city departments to purchase equipment that will enhance our response capabilities to terrorist threats or catastrophic events. \$45,990.00 will be used to purchase Personal Protective equipment and \$9,890.53 will be used to purchase communication software and equipment for the hazardous materials detection system. Attached is the equipment list for the 2010 Homeland Security Grant Program which funds are to be expended. The period of performance of this agreement shall end on July 31, 2012.

Budget & Financial Summary: This is an equipment grant and the City of College Station has no matching funds committed. Dependent upon equipment requested future budgets might include requests for O&M for equipment obtained.

Attachments: These items are on file in the City Secretary's office for review.
2010 Homeland Security Grant Program Notice of Sub-recipient Award – 10-SR 15976-01
2010 SHSP Grant Equipment List (SHSP).xlsx
Resolution Number: _____

**November 22, 2010
Consent Agenda Item No. 2h
Construction Contract #11-021 for New Playground in
Wolf Pen Creek Park**

To: Glenn Brown, City Manager

From: David Schmitz, Interim Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #11-021) with Marek Brothers Construction, Inc., for installation of a new Playground and rubberized surfacing in Wolf Pen Creek Park. The installation amount is \$38,079 and the total project amount is \$57,689.91.

Recommendation(s): Staff recommends approval of the resolution and award of the construction contract with Marek Brothers Construction Inc., for installation of a new Playground and rubberized surfacing in Wolf Pen Creek Park, in the amount of \$38,079.00 and forty-five (45) construction days. The total project amount of \$57,689.91 consists of \$19,610.45 for City-furnished materials, previously purchased through a Buyboard purchasing cooperative contract, plus the contract amount payable to Marek Brothers Construction, Inc.

Summary: This project will replace the existing playground unit in Wolf Pen Creek Park. The current unit is in need of repairs and replacement parts are no longer available. The current rubber surfacing is failing and needs to be replaced. These are both safety issues that will be addressed by this replacement.

Budget & Financial Summary: Eight (8) sealed, competitive bids were received and opened on November 4, 2010. The bid summary is attached. Funds are available and budgeted from Zone 3 Parkland Dedication.

Attachments:

- 1) Resolution
- 2) Bid Number 11-11 Tabulation
- 3) Playground Plan
- 4) Construction Contract 11-021
(This contract will be available in the City Secretary's Office.)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING CONTRACT #11-021 FOR A NEW PLAYGROUND IN WOLF PEN CREEK PARK, PROJECT NUMBER PK-1010, AND AUTHORIZING EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for construction of a new playground in Wolf Pen Creek Park, now therefore,

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

- PART 1: That the City Council hereby finds that Marek Brothers Construction, Inc. is the lowest, responsible bidder.
- PART 2: That the City Council hereby approves the contract with Marek Brothers Construction, Inc., in the amount of \$38,079.00 and forty-five (45) calendar days for the labor, materials, and equipment required for the construction of the new playground at Wolf Pen Creek Park.
- PART 3: That the funding for this contract shall be as budgeted from the Zone 3 Park Land Dedication Fund in the amount of \$38,079.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 22nd day of November, 2010.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

APPROVED:



CITY ATTORNEY



City of College Station - Purchasing Division
Bid Tabulation for #11-11
"Wolf Pen Creek Park Playground Replacement"
Open Date: November 4, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction, Inc. (College Station, TX)		OCC Construction Corp. (College Station, TX)		Orion Construction (Bryan, TX)		Ezell Construction LLC (Buffalo, TX)		Wade Contractors, Inc. (Kingwood, TX)		Follis-Cole Construction (Franklin, TX)		Four Seasons Development Co, Inc. (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	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1850	SF	Concrete Base, Curb & Footings	\$5.41	\$10,008.50	\$6.41	\$11,858.50	\$6.75	\$12,487.50	\$4.80	\$8,880.00	\$4.38	\$8,103.00	\$16.00	\$29,600.00	\$6.00	\$11,100.00	\$9.00	\$16,650.00
2	1	LS	Removal of Existing Concrete Curb and Playground	\$3,106.88	\$3,106.88	\$1,480.00	\$1,480.00	\$5,987.50	\$5,987.50	\$5,000.00	\$5,000.00	\$1,830.00	\$1,830.00	\$4,800.00	\$4,800.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00
3	1	LS	Installation of City-provided Playground Equipment	\$5,522.00	\$5,522.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$7,300.00	\$7,300.00	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
4	1	LS	Cost of City-provided Playground Equipment	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45
5	1	LS	Provide & Install Rubber Surface	\$19,442.08	\$19,442.08	\$25,504.89	\$25,504.89	\$22,800.00	\$22,800.00	\$26,000.00	\$26,000.00	\$28,600.00	\$28,600.00	\$7,100.00	\$7,100.00	\$27,000.00	\$27,000.00	\$37,450.00	\$37,450.00
Subtotal City Furnished Materials				\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	\$19,610.45	
Subtotal Contractor Furnished Materials & Labor				\$38,079.46	\$43,343.39	\$47,775.00	\$44,880.00	\$45,833.00	\$49,500.00	\$56,600.00	\$71,100.00								
Grand Total for Wolf Pen Creek Park Playground Replacement				\$57,689.91	\$62,953.84	\$67,385.45	\$64,490.45	\$65,443.45	\$69,110.45	\$76,210.45	\$90,710.45								
Certification of Bid				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Acknowledged Addendums				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Bid Bond				✓	✓	✓	✓	Cashier's Check #10041451	✓	✓	✓	✓	✓	✓	✓	✓	✓		

NOTES:

Marek Brothers Construction, Inc.

»Bidder miscalculated the total for Bid Item 1 as \$10,008.00, the subtotal for Contractor Furnished Material & Labor as \$38,078.92 and the Grand Total as \$57,689.41. The highlighted totals above are correct.

OCC Construction Corp.

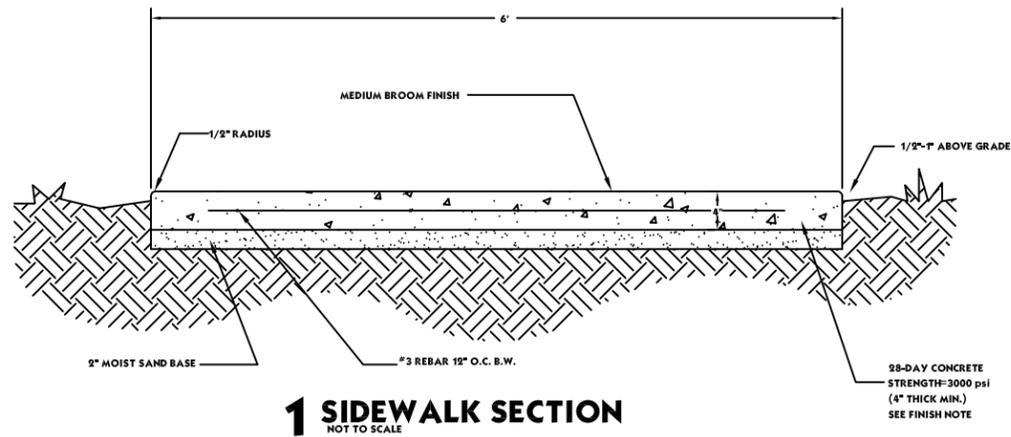
»Bidder miscalculated the total for Bid Item 1 as \$11,855.20, the subtotal for Contractor Furnished Material & Labor as \$43,340.09 and the Grand Total as \$62,950.54. The highlighted totals above are correct.

Wade Contractors

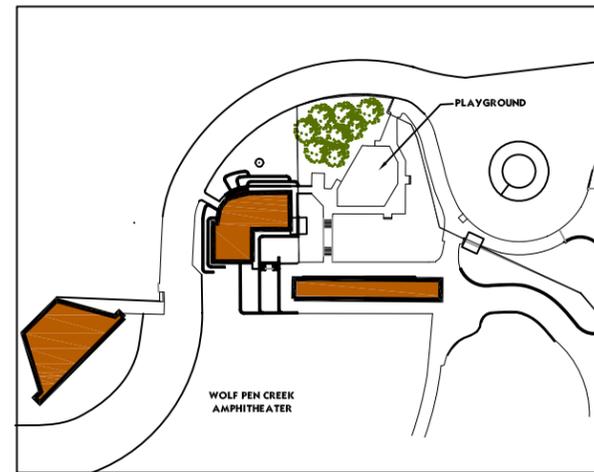
»Bidder miscalculated the Grand Total as \$65,443.00. The highlighted total above is correct.

Follis-Cole Construction, LLC

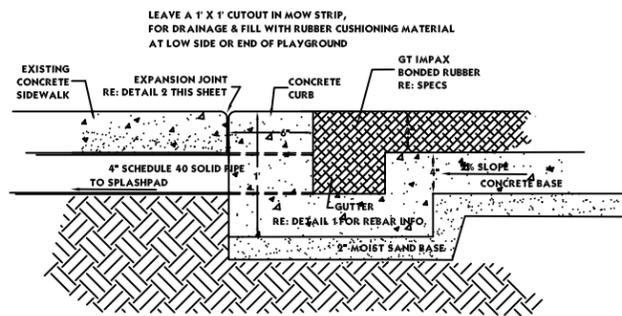
»Bidder miscalculated the total for Bid Item 1 as \$30,600.00, the subtotal for Contractor Furnished Material & Labor as \$15,422.00 and the Grand Total as \$85,532.45. The highlighted totals above are correct.



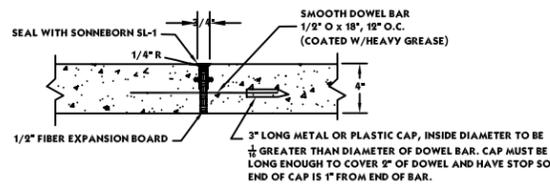
1 SIDEWALK SECTION
NOT TO SCALE



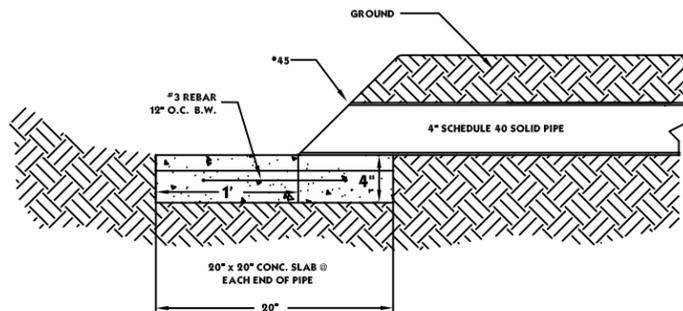
PLAYGROUND LOCATION



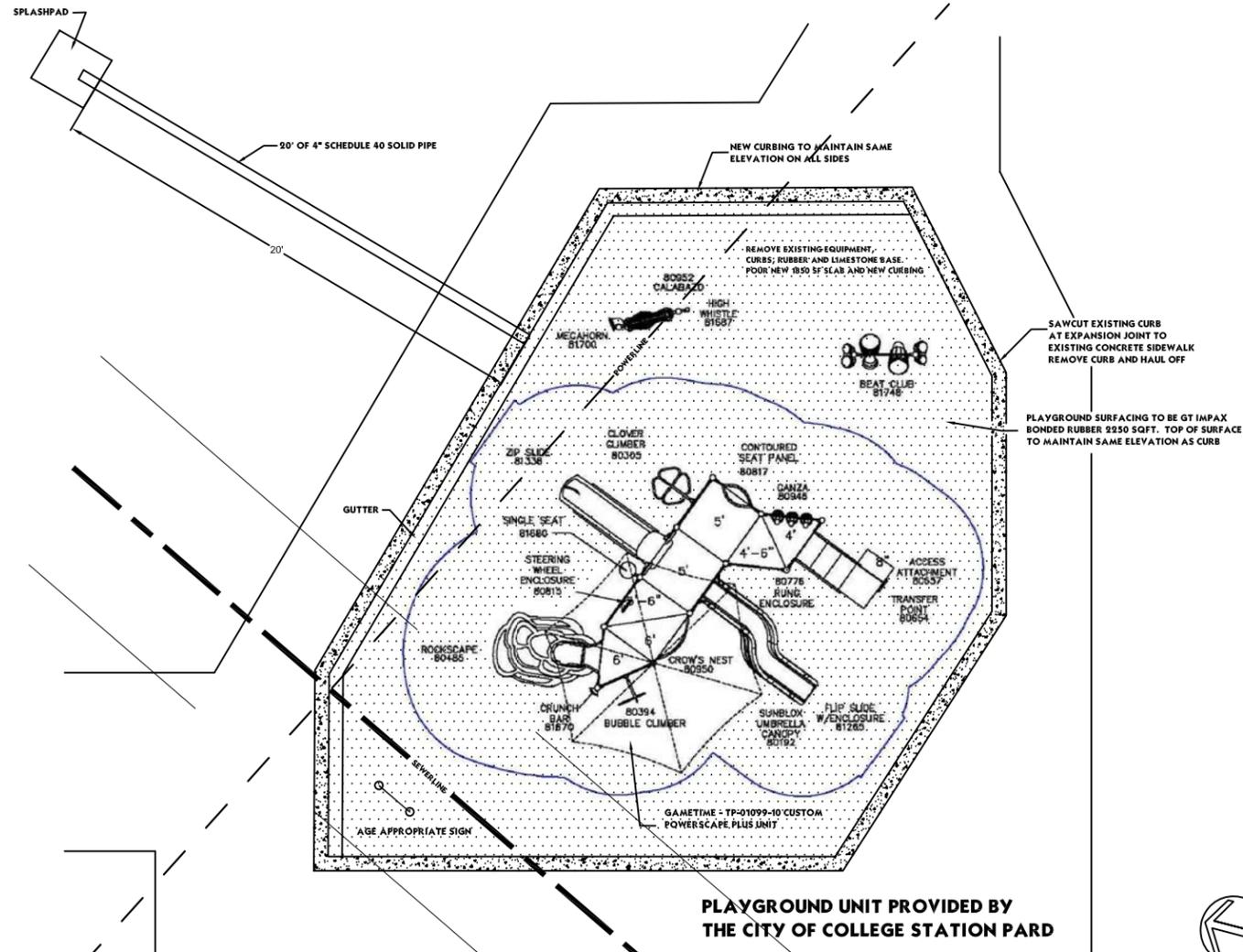
2 PLAYGROUND SURFACE/MOW STRIP
NOT TO SCALE



3 NEW TO EXISTING CURB OR SIDEWALK EXPANSION JOINT & CONSTRUCTION JOINT
NOT TO SCALE



4 DRAINPIPE SECTION SPLASHPAD
NOT TO SCALE



PLAYGROUND UNIT PROVIDED BY THE CITY OF COLLEGE STATION PARD

SCALE: 3/16" = 1'-0"



24" X 36" PAPER SIZE

CITY OF COLLEGE STATION
PARKS AND RECREATION DEPARTMENT
POST OFFICE BOX 9960
COLLEGE STATION, TX. 77842
WWW.CSTX.GOV

**WOLF PEN CREEK PARK
PLAYGROUND PLAN**



DATE: SEPT. 2010
PROJECT MANAGER:
DAVID WOOD
(979) 764-3888

REVISIONS:

SHEET:
1
OF 1

**November 22, 2010
Consent Agenda Item No. 2i
Municipal Irrigation Water Use Report**

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

Relationship to Strategic Goals: Goal I.1 - Spending taxpayer money efficiently

Recommendation: Receive the report and provide direction as appropriate.

Summary: This report is presented to promote water conservation in City operations. The report contains water usage for irrigation of City facilities, neighborhood parks, athletic fields, and other irrigated areas such as street medians, including:

- Total in FY 2009 vs. Actual for previous 12 months;
- Budgeted for last month vs. Actual for last month

The monthly water budgets (targets) were derived using the Texas Landscape Irrigation Auditing and Scheduling Software developed by the Irrigation Technology Center. The software uses the amount of irrigated acreage, historical weather data, as well as soil and vegetation characteristics to produce a site specific water budget.

Water usage in the month of October 2010 was much higher than budgeted. The model predicts that we will get several inches of rain in October, and normally by now we would have turned off many of the irrigation systems for the season. However, we only got one quarter inch of rain the whole month, and we are over 8 inches of rain behind what's normal for the year. For comparison, the prior August budgets are shown below, to indicate that given the dry weather, water usage was at a reasonable level. The monthly usage numbers for October, in thousand gallons, are:

Category	Used in Oct 2010	Oct Budget	AUG Budget
Parks & Fields	7,816	234	15,215
City Facilities	1,181	32	2,023
Other Areas	1,550	6	377

We did experience significant leaks at three locations (that have been repaired), and these leaks contributed to the high usage, but the vast majority of the high usage was caused directly by the warm and very dry weather. Details are in the attached report.

Budget & Financial Summary: N/A

Attachment:
Water Use Report – October 2010

**College Station Irrigation Water Use Report
Parks and Athletic Fields**

October 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Anderson Park- Soccer Fields	7.30	3,979.0	3,180.0	490.0	11.8	Compares well with August usage of 487
Beachy Central Park- Soccer	5.20	5,585.0	3,131.0	403.0	8.4	Compares well with August usage of 730
Beachy Central Park- Softball	8.60	4,681.0	2,116.0	179.0	13.9	Compares well with August usage of 642
Bee Creek Park	3.70	4,307.0	3,399.0	289.0	6.0	Compares well with August usage of 669
Castlegate Parks	4.40	7,357.0	2,400.0	347.0	7.2	Compares well with August usage of 551
College Station Business Center	5.10	6,868.0	2,936.0	455.0	8.2	Major leak reported and repaired
College Station Cemetery	15.80	2,463.0	1,321.0	138.0	25.5	May not irrigate entire acreage at all times
Eastgate Park	0.83	167.0	225.0	19.0	1.3	August usage = 16
Edelweiss Gartens Park	0.04	131.0	202.0	42.0	0.1	Compares well with August usage of 42
Edelweiss Park	1.07	627.0	726.0	115.0	1.7	Meter reading carry-over from Sep usage
Emerald Forest Park	0.01	42.0	36.0	1.0	0.0	Compares well with August usage of 60
J & D Miller Park	0.07	62.0	77.0	6.0	0.1	
John Crompton Park	0.07	241.0	379.0	31.0	0.1	New trees need to be established
Lemontree	0.80	722.0	538.0	102.0	1.3	Compares well with August usage of 95
Lions Park	0.01	25.0	14.0	0.0	0.0	
Memorial Cemetery of College Station	16.70	5,979.0	1,975.0	112.0	26.9	May not irrigate entire acreage at all times
Parkway Park	0.06	70.0	12.0	1.0	0.1	
Pebble Creek Park	0.79	355.0	336.0	18.0	1.3	More irrigated acres and est. new grass
Richard Carter Park	0.06	352.0	383.0	71.0	0.2	Compares well with August usage of 59
Sandstone Park	0.01	165.0	57.0	1.0	0.0	
Southern Oaks Park	0.21	199.0	487.0	127.0	0.2	New trees need to be established
Southwood- Baseball- LL	4.58	2,598.0	2,359.0	314.0	7.4	Compares well with August usage of 455
Southwood- Baseball- Senior	3.90	2,945.0	2,014.0	272.0	6.3	Compares well with August usage of 333

Southwood- Hallaran Pool	0.47	600.0	385.0	0.0	0.5	
Southwood- Soccer- Adult	4.40	2,854.0	2,483.0	279.0	7.1	Compares well with August usage of 710
Southwood- Soccer- Youth	4.90	4,615.0	3,195.0	419.0	7.9	Compares well with August usage of 612
Steeplechase Park	0.03	199.0	200.0	9.0	0.0	New trees need to be established
University Park	0.03	383.0	442.0	38.0	0.0	August usage = 39
Veterans Park and Athletic Complex	45.00	26,936.0	21,922.0	2,475.0	72.6	Compares well with August usage of 2671
Wayne Smith Baseball	3.20	2,762.0	2,180.0	409.0	5.2	Compares well with August usage of 357
Wolf Pen Creek Amphitheater	4.90	2,763.0	3,081.0	393.0	7.9	Compares well with August usage of 419
Wolf Pen Creek Trails	2.51	2,707.0	1,976.0	222.0	4.0	Compares well with August usage of 288
Woodland Hills Park	0.28	319.0	217.0	39.0	0.4	Major leak reported and repaired

TOTAL	94,058.0	64,384.0	7,816.0	233.6
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**College Station Irrigation Water Use Report
Municipal Buildings**

October 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Chimney Hill *	0.50	97.0	136.0	25.0	0.8	Compares well with August usage of 34
City Hall	1.83	2,144.0	902.0	152.0	3.0	Compares well with August usage of 145
Economic and Community Development	0.45	263.0	200.0	32.0	0.7	August usage = 26
Fire Station 1	0.53	242.0	108.0	0.0	0.9	
Fire Station 2	0.53	492.0	140.0	0.0	0.9	
Fire Station 3	1.00	863.0	875.0	151.0	1.6	Compares well with August usage of 148
Fire Station 5	1.10	1,532.0	763.0	133.0	1.8	Compares well with August usage of 182
Forestry Maint Shop	0.16	283.0	136.0	15.0	0.3	Compares well with August usage of 16
Larry Ringer Library	1.85	1,702.0	593.0	183.0	2.6	August usage = 88
Lincoln Center	0.46	868.0	690.0	68.0	0.7	Compares well with August usage of 113
Municipal Court	2.40	1,989.0	886.0	32.0	3.9	August usage = 185
Northgate Parking Garage	0.30	145.0	172.0	23.0	0.5	August usage = 28
Northgate Promenade	0.13	130.0	115.0	23.0	0.2	Compares well with August usage of 20
P Op- West District Maint Shop	0.22	184.0	113.0	19.0	0.4	Compares well with August usage of 18
Police Dept- Cy Miller Park	1.77	895.0	606.0	128.0	2.9	August usage = 80
Public Works Center	2.11	2,174.0	554.0	0.0	3.4	
Utility Customer Service	2.30	1,403.0	576.0	103.0	4.0	Compares well with August usage of 107
Utility Service Center	1.79	2,299.0	411.0	94.0	2.9	August usage = 130

TOTAL		17,705.0	7,976.0	1,181.0	31.5	
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* Site was newly established in FY10 and may not have 12-month history

**College Station Irrigation Water Use Report
Irrigated Medians and Right of Way**

October 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Barron Rd Streetscape *	0.41	797.0	838.0	41.0	0.7	Aug usage was 146
Dartmouth medians	0.51	723.0	839.0	104.0	0.8	Aug usage was 163
Dominik median @ Glen Haven	0.01	20.0	24.0	2.0	0.0	
Eagle Ave Streetscape *	0.04	270.0	311.0	41.0	0.1	Compares well with August usage of 29
George Bush Dr E: Texas to Dominik	0.19	565.0	183.0	17.0	0.3	Est trees: Aug usage was 32
Hereford & Winding median	0.01	13.0	13.0	0.0	0.1	
Krenek Tap Crossing	0.05	111.0	121.0	17.0	0.1	Compares well with August usage of 11
Rock Prairie Rd medians	0.01	103.0	6.0	0.0	0.1	
Tarrow St medians	0.27	531.0	164.0	58.0	0.4	Compares well with August usage of 25
Texas Av Phase I (University to GBDE)	0.25	2,081.0	965.0	236.0	0.4	Billing cycle is off; Aug usage was 117
Texas Av Phase II * (GBDE to FM 2818)	0.50	1,174.0	1,381.0	238.0	0.8	Billing cycle is off; Aug usage was 101
Univ Drive Medians	0.05	198.0	66.0	10.0	0.1	Compares well with August usage of 4
University Dr/SH 6 * Tree Planting	1.94	3,048.0	3,597.0	549.0	0.4	Major leak reported and repaired
W.D. Fitch medians & streetscape	1.00	1,091.0	2,466.0	235.0	1.6	New trees; August usage was 608
Welcome Sign- Post Oak Mall	0.01	36.0	4.0	2.0	0.0	
Welcome Sign - Hwy 6	0.01	24.0	10.0	0.0	0.0	

10,785.0 10,988.0 1,550.0 5.9

* Site was newly established in FY10 and may not have 12-month history

November 22, 2010
Consent Agenda Item No. 2j
BVSWMA, Inc Landfill Disposal and Compost Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditure of funds to BVSWMA, Inc in FY'11 for landfill disposal and compost expenditures estimated to be \$1,401,175.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the BVSWMA, Inc landfill disposal and compost expenditures.

Summary: Landfill disposal and compost services provided by Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a) (7) (c) gas, water, and other utility service.

These expenditures are for the landfill disposal fees that are included primarily in the Sanitation Fund for the daily disposal of garbage at the landfill.

Since BVSWMA, Inc is now a separate entity from the City of College Station, it is necessary to for the City Council to approve the expenditure of funds over \$50,000 for landfill and compost services.

Budget & Financial Summary: Funds are either available and budgeted in the various funds of the City for fiscal year 2011, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

Most of the funds for this expenditure (\$1,322,185) are budgeted in the Sanitation Fund.

Attachments: None

**November 22, 2010
Consent Agenda Item No. 2k
Contract Administration Procedures**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to change contract routing procedures and revise certain provisions of City standard contracts.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the resolution as presented.

Summary: Pursuant to the direction from Council after the Basic Public Purchasing presentation on November 10, 2010, staff is proposing some changes to our contract routing procedures and to certain provisions in our standard contracts:

- 1) Staff is proposing to streamline the contract routing process for contracts greater than \$50,000 that require Council approval. We are recommending that the contract resolution which is signed by Legal, the Mayor and the City Secretary, and approved by Council, would authorize the City Manager to execute the contract(s).
- 2) In 2003, City Council approved Standard Contract documents for Construction Services and Architectural & Engineering Professional Services. Current language in the City's Standard Form of Professional Services Agreement requires change orders in excess of five percent (5%) to be approved by City Council regardless of the original amount of the contract. Staff is proposing that the Council authorize the City Manager to approve change orders for these contracts as long as the change does not cause the contract to exceed \$50,000. Any change causing the contract to exceed \$50,000 would require Council approval.
- 3) Additionally, legislation for the payment bond threshold changed in 2009. Payment Bonds are now required for public works contracts over \$50,000 whereas prior to 2009 it was \$25,000. Staff is recommending that we change our Standard Form of Construction Agreement to reflect the revised statutes found in the Texas Government Code 2253.021.
- 4) And finally, staff recommends the Council delegate to the City Manager the authority to determine the alternative procurement method that provides the best value for the City pursuant to Local Government Code 271.112.

Budget & Financial Summary: None.

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, REVISING CONTRACT ROUTING PROCEDURES AND CERTAIN PROVISIONS OF CITY STANDARD CONTRACTS.

WHEREAS, the City of College Station adopted standard contract forms for construction services and professional services in February 2003; and

WHEREAS, the City Council approved administrative procedures for adoption of changes to these standard contracts in June 2003; and

WHEREAS, the City Council desires to revise certain paragraphs of the standard contracts established; and

WHEREAS, the City Council wishes to improve efficiencies by modifying contract routing procedures and administration procedures for certain City contracts; now, therefore

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

PART 1: When utilizing one of the City's Standard Form of Agreements, the contract resolution which is signed by Legal, Mayor and City Secretary, and approved by the City Council, may authorize the City Manager to execute the contract(s).

PART 2: Article IX, Paragraph 9.02 of the Professional Services Contract is revised to allow the City Manager or his delegate to approve written change orders provided that the change order does not increase the total amount set forth in the contract to more than \$50,000. Any changes resulting in a total amount that exceeds \$50,000 must be approved by the City Council prior to commencement of the services or work.

PART 3: Paragraph 28 of the Standard Form of Construction Agreement is modified to require payment bonds in the amount of \$50,000 for all public works contracts with governmental entities, pursuant to Texas Government Code 2253.021.

PART 4: Local Government Code 271 Subchapter H Alternative Project Delivery Methods for Certain Projects allows the City Council to delegate its authority to determine which procurement method provides the best value for the City; and the City Council hereby delegates this authority to the City Manager, pursuant to Section 271.112 of the Texas Local Government Code.

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

ADOPTED this _____ day of _____, 2010

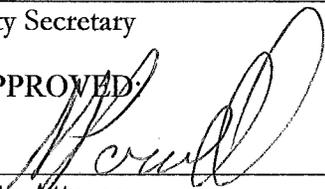
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

November 22, 2010
Consent Agenda Item No. 2L
Interlocal Agreement for On-Line Bidding

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) for On-Line Bidding Services.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

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

Summary: In February, 2004, the City of College Station launched the on-line bidding system as part of the new website unveiling. This online bidding system was designed to allow other agencies in the area to use the system for centralized vendor maintenance and centralized e-procurement functions. It includes automatic notification to registered vendors for bid postings, addendums, bid tabulations and bid awards. Now that BVSWMA is a separate entity, they will need to enter into an interlocal agreement with City of College Station to be able to use the system.

Budget & Financial Summary: The City of College Station has already paid for the system design and implementation. However, the Interlocal Agreement allows for the creation of a "Users Group" consisting of all participating agencies to share in the cost of mutually agreed upon enhancements to the system. There is no financial impact to allow BVSWMA to participate in our On Line Bidding System at this time.

Attachments: Interlocal Agreement with BVSWMA for On Line Bidding

**INTERLOCAL AGREEMENT FOR ON-LINE BIDDING
BETWEEN
THE CITY OF COLLEGE STATION
AND
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.**

This **INTERLOCAL AGREEMENT FOR ON-LINE BIDDING** ("Agreement") is by and between the **City of College Station, Texas** ("City") and **Brazos Valley Solid Waste Management Agency, Inc.** ("BVSWMA" or the "User") each acting by and through its Governing Body. (City and BVSWMA may be referred to herein collectively as the "Parties").

RECITALS:

WHEREAS, Interlocal Cooperation Act (Chapter 791, Texas Government Code, as amended, or "the Act") authorizes local governments, as that term is defined in the Act, 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; and

WHEREAS, Texas Local Government Code § 252.0415 allows a municipality to receive bids or proposals through electronic transmission if the governing body of the municipality has adopted rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time; and

WHEREAS, City has approved Ordinance 2635 (a true and correct copy of which is attached hereto as Exhibit A,) adopting policy, rules and procedures to ensure the identification, security, and confidentiality of electronic bidding and reverse auctions; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of sharing a common vendor database, sharing a common location for vendors to find opportunities for bids, proposals, and receive bids/proposals electronically; and

WHEREAS, 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, BVSWMA is a Texas local government corporation organized pursuant to Subchapter D, Chapter 431 of the Texas Transportation Code and a "local government" as defined by the Act; and

WHEREAS, the Parties 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 interest of the Parties that they enter into a mutually satisfactory agreement for the shared and common posting for bids, proposals, and other purchasing activity, including the receipt of electronic bids; and

WHEREAS, the Parties are of the opinion that cooperation in the shared and common postings for bids, proposals, and other purchasing activity including the receipt of electronic bids will be beneficial to City's taxpayers and BVSWMMA's rate-paying customers 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:

TERMS

1. **City as Site Host.** City will be responsible for hosting and maintaining an on-line bidding system which will be able to:

- a. Register interested bidders;
- b. Distribute bid and proposal documents electronically;
- c. Notify vendors automatically;
- d. Receive electronic bids/proposals using the Advanced Encryption Standard (AES) to ensure that the electronic bids or proposals remain effectively unopened until the proper time;
- e. Tabulate and publish bid results; and
- f. Post Notice of Award.

2. **Data Backup.** City will conduct regular backups of the information maintained on the site and will provide backup tapes as requested by BVSWMMA.

3. **User Groups.** The Parties agree to form an On-Line Bidding System User Group consisting of the purchasing manager, or their designee, for each Party. The purpose of the User Group will be to: review requests from either Party for enhancements to the On-Line Bidding System; prioritize and make recommendations regarding the requests for enhancements. City will consider the recommendations of the User Group and shall have final approval authority for any recommended enhancement; provided, however, that such approval will not be unreasonably withheld.

4. **Cost of Site Enhancement.** Any costs for approved enhancements shall be paid by the participating Parties in a manner and in an amount agreed to by all the Parties.

5. **Current Funds.** The Parties agree that funds used to perform the functions contemplated by this Agreement shall be available from current revenues.

6. **Addition of Parties.** Other parties may participate as users of the On-Line Bidding System upon the execution of this Agreement by the joining party.

7. **Compliance with Laws.** Each Party shall ensure that its own officers, employees, and agents comply with all relevant and applicable laws and ordinances in the performance of this Agreement or the handling of on-line bids generated as a result of Agreement.

8. **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, 2011. 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) 9 or 10.

9. **Modification.** The terms and conditions of this Agreement may be modified and amended only upon the mutual consent of all Parties. Mutual consent will be demonstrated by the approval of a motion or resolution of the Parties' respective governing bodies. 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.

10. **Termination.** This Agreement may be terminated at any time by any party without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 13 herein.

11. **Hold Harmless.** The Parties 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.

12. **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.

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

BVSWMA: President or Executive Director
Brazos Valley Solid Waste Management Agency, Inc.
Twin Oaks Landfill
2690 State Highway 30
Anderson, TX 77830

With Copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

The Parties may from time to time change the person and address to whom notices hereunder are to be sent by providing written notice of same to the other party, which change shall require assent from the governing body of the other party.

14. **Entire Agreement.** 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. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. 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.

15. **Texas Law; Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue for any disputes arising from or related to this Agreement shall be in a state district court in Brazos County, 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 party.

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

Brazos Valley Solid Waste Management Agency, Inc.

BY: _____
Nancy Berry, Mayor

BY: _____
Jason P. Bienski, President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

City Secretary

Secretary

APPROVED:

APPROVED AS TO FORM

City Manager

General Counsel

Carla A Robinson

City Attorney

Chief Financial Officer

Exhibit "A"
City of College Station Resolution No. 2635

November 22, 2010
Consent Agenda Item No. 2m
Interlocal Agreement with Brazos Valley Solid Waste Management Agency, Inc.

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and Brazos Valley Solid Waste Management Agency, Inc. (BWSWMA).

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

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

Summary: This agreement would authorize the City of College Station and BWSWMA to jointly prepare bids and proposals for the purchase of goods and services. It would also allow us to piggyback on each others bids and contracts when in our best interest.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement. Future savings may be realized through economies of scale in administrative, advertising and other purchasing costs.

Attachments: Interlocal Agreement with BWSWMA

**INTERLOCAL AGREEMENT REGARDING JOINT BIDS/PROPOSALS
BETWEEN
THE CITY OF COLLEGE STATION
AND
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC,**

This **INTERLOCAL AGREEMENT REGARDING JOINT BIDS/PROPOSALS** ("Agreement") is by and between the **City of College Station, Texas** ("City") and **Brazos Valley Solid Waste Management Agency, Inc.** ("BVSWMA") each acting by and through its Governing Body. (City and BVSWMA may be referred to herein collectively as the "Parties").

RECITALS.

WHEREAS, the Interlocal Cooperation Act (Ch. 791, Texas Government Code, as amended or "the Act", authorizes local governments, as that term is defined in the Act, 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; and

WHEREAS, the Parties 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, 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, BVSWMA is a Texas local government corporation organized pursuant to Subchapter D, Chapter 431 of the Texas Transportation Code and a "local government" as defined by the Act; and

WHEREAS, the Parties 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 interest of the Parties to enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services; and

WHEREAS, the Parties are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to City's taxpayers and BVSWMA's rate-paying customers 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:

Contract No. 11-038
11/15/10

TERMS

1. **Purpose.** City and BVSWMA 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. When appropriate each party will include language in their bid packet whether jointly bid or not that requires the successful bidder to extend prices and terms to all entities who have entered or will enter into a joint purchasing interlocal cooperation agreement with the party that prepared the bid.

2. **Allocation of Costs.** The Parties 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. **Distribution of Responsibilities: Rebates.** The Parties shall agree in advance of advertising a request for bids or proposals on who will be responsible for all 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 Parties shall share equally any and all cash rebates related to any joint purchases or contract entered pursuant to this Agreement.

4. **Payment of Invoices.** Each party shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to the party receiving such goods or services.

5. **Voluntary Participation.** 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. **Compliance with Laws.** Each Party shall ensure that its owns officers, employees, and agents comply with all relevant and applicable laws and ordinances in the performance of this Agreement or the handling of bids or proposals generated as a result of Agreement.

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, 2011. 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 and amended upon the mutual consent of all Parties. Mutual consent will be demonstrated by the approval of a motion or resolution of the Parties' respective governing bodies. 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.

Contract No. 11-038

11/15/10

9. **Termination.** This Agreement may be terminated at any time by either Party, with or without cause, upon thirty (30) days written notice to the other Party in accordance with Paragraph 12 herein.

10. **Hold Harmless.** The Parties 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 : Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

BVSWMA: President or Executive Director
Brazos Valley Solid Waste Management Agency, Inc.
Twin Oaks Landfill
2690 State Highway 30
Anderson, TX 77830

With Copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

The Parties may from time to time change the person and address to whom notices hereunder are to be sent by providing written notice of same to the other party, which change shall require assent from the governing body of the other party.

13. **Entire Agreement.** 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. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. 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.

Contract No. 11-038
11/15/10

14. **Texas Law; Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue for any disputes arising from or related to this Agreement shall be in a state district court in Brazos County, Texas.

15. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

16. **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 party.

17. **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.

18. **Agreement Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

19. **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 part to this Agreement.

20. **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

**Brazos Valley Solid Waste Management Agency,
Inc.**

BY: _____
Nancy Berry, Mayor

BY: _____
Jason P. Bienski, President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

City Secretary

Secretary

APPROVED:

APPROVED AS TO FORM

City Manager

General Counsel

Carla A. Robinson

City Attorney

Chief Financial Officer

November 22, 2010
Consent Agenda Item No. 2n
Authorize Brazos County Appraisal District Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize the FY 11 expenditures for the Brazos County Appraisal District in the amount of \$240,671 pursuant to the Property Tax Code 6.06D

Recommendation(s): Staff recommends approval of the expenditures in the amount of \$240,671 to the Brazos County Appraisal District.

Summary: Chapter 6.01 of the Property Tax Code calls for an appraisal district to be established in each county. The district is responsible for appraising property in the district for ad valorem taxes purposes of each taxing unit that imposes ad valorem taxes in the district. Chapter 6.06 (d) stipulates how the funding is allocated: "each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposals is prepared bears to the sum of the total amount of property taxes imposed in the district by each participating unit for that year."

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Finance Administration Budget. Payments are made in four equal payments made at the end of each calendar quarter.

Attachments:
None

November 22, 2010
Consent Agenda Item No. 2o
Arts Council of Brazos Valley O&M Funding Agreements

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on two (2) operations and maintenance funding agreements between the City of College Station and the Arts Council of Brazos Valley for the 1st Quarter of FY11 (October 1 – December 31) totaling \$41,000.

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

Summary: As part of the 2010-2011 budget process the City Council approved operations and maintenance funding for the Arts Council of Brazos Valley in the amount of \$164,000.

These agreements are for the FY 11 1st Quarter of Operations and Maintenance funding for the Arts Council of Brazos Valley. These agreements are for operations and maintenance funding of \$41,000 for the 1st Quarter of FY11, from October 1, 2010 through December 31, 2010.

Of this amount, \$18,750 is from the General Fund for operations and maintenance of the Arts Council. \$22,250 is from the Hotel Tax fund for operations and maintenance associated with the administration of Hotel Tax funds. This item is for the consideration of the 2 funding agreements.

It is anticipated that the remainder of the funding for FY 11 will be brought back for approval in the near future once issues related to the Arts Council building are successfully resolved.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2010-2011 General Fund budget in the amount of \$75,000 and the Hotel Tax Fund budget in the amount of \$89,000.

Attachments:

1. Arts Council of Brazos Valley 1st Quarter General Fund Funding Agreement (available in City Secretary's Office)
2. Arts Council of Brazos Valley 1st Quarter Hotel Tax Fund O&M Funding Agreement (available in City Secretary's Office)

**November 22, 2010
Consent Agenda Item No. 2p
Homeland Security Grant Program (SHSP-LETPA)**

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution accepting from the Texas Division of Emergency Management (TDEM) the 2010 Homeland Security Grant Program Sub-recipient of \$59,318.92, naming a City staff member as manager of those grant funds, and approving the 2010 City of College Station Equipment List (SHSP-LETPA) for purchase.

Recommendation(s): Staff recommends acceptance of the grant from Texas Division of Emergency Management (TDEM), and recommends the emergency management coordinator be designated as the "Grant Manager" for administration of this grant. It is also recommended that the attached 2010 City of College Station Equipment List (SHSP-LETPA) be approved for purchase.

Summary: The City of College Station has been awarded the Homeland Security program grant of \$59,318.92 through TDEM. The funding will be used by city departments to purchase equipment that will enhance our response capabilities to terrorist threats or catastrophic events. \$37,500 will be used to purchase a Bomb trailer, \$7,660 to purchase Bomb Unit Equipment, and \$14,168.92 to purchase Bomb Squad Equipment. Attached is the equipment list for the 2010 Homeland Security Grant Program (SHSP-LETPA) which funds are to be expended. The period of performance of this agreement shall end on July 31, 2012.

Budget & Financial Summary: This is an equipment grant and the City of College Station has no matching funds committed. Dependent upon equipment requested future budgets might include requests for O&M for equipment obtained.

Attachments: These items are on file in the City Secretary's Office for review.
2010 Homeland Security Grant Program Notice of Sub-recipient Award – 10-SR 15976-01
2010 State Homeland Security Grant Equipment List (SHSP-LETPA).xlsx
Resolution Number: _____

**November 22, 2010
Regular Agenda Item No. 1
Scott & White Rezoning**

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 97.932 acres from A-O Agricultural Open, C-1 General Commercial, C-2 Commercial Industrial, and R-4 Multi-Family to PDD Planned Development District for 4005 State Highway 6, generally located southeast of the intersection of State Highway 6 and Rock Prairie Road.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their November 4, 2010 meeting and voted (6-0) to recommend approval of the rezoning request. The Planning & Zoning Commission's recommendation included several conditions related to land use, transportation, and infrastructure that were agreed with by the applicant and are now included in the rezoning request. Staff also recommended approval of the rezoning request.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan:

- The majority of Tracts 2, 3, and portions of Tract 1 are designated as **Suburban Commercial**, which is generally for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. According to the Comprehensive Plan, design of structures in these areas should be compatible in size, roof type and pitch, architecture, and lot coverage with single-family residential uses. The proposal in this area is consistent with the Comprehensive Plan.
- The frontage along Earl Rudder Freeway (including Tracts 6, 7, and portions of Tract 1) is designated as **General Commercial**. The General Commercial designation is for concentrations of commercial activities that cater to both nearby residents and to the larger community or region. It is preferred that development in these areas be concentrated in nodes instead of developed in strips. The proposal in this area is consistent with the Comprehensive Plan.
- The eastern portion of the property, including Tracts 4, 5, and portions of Tract 1, is designated as **General Suburban**. General Suburban is for areas that generally consist of high-density single-family, but may also be used for neighborhood commercial and office in growth areas. This portion of the property does fall into Growth Area III. Growth Area III states that neighborhood commercial and office activities are appropriate in this area as an element of a planned development and shall incorporate specific design criteria

including, but not limited to, minimum open spaces, floor-to-area ratios, and bufferyards. This area will be more restrictive than Suburban Commercial (described above), and so should also take into consideration the design of structures to ensure that they are compatible in size, roof type and pitch, architecture, and lot coverage with single-family residential uses. The proposal in this area is consistent with the Comprehensive Plan.

- The subject property is also located within the **Spring Creek District (Medical Corridor)** – a special planning area that at some point in the future will be studied in further detail. The focus of the Spring Creek District Plan should be linking current and future medical facilities into a cohesive district.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed PDD includes a hospital campus at the heart of the property with periphery retail and office uses. As such, the proposed zoning is generally compatible with the commercially zoned property located to the west. The property to the north, across Rock Prairie Road, is largely zoned A-O Agricultural Open and is undeveloped. At the entrance to the Woodcreek Subdivision, the Riviera Day Spa is zoned and developed as light commercial. The northeast corner of Rock Prairie Road and State Highway 6 is developed as the Plazas at Rock Prairie shopping center. The proposed PDD designation is compatible with the commercial development in the area. If periphery tracts are developed with appropriate scale, architectural features, limited land uses, and appropriate traffic management, as proposed, the development may be compatible with the larger neighborhood to the north. Previously, representatives of nearby neighborhoods have voiced concerns about proposed commercial developments in close proximity to existing residential neighborhoods. The primary concerns have focused on a potential lack of compatibility of the land uses and an increase in traffic congestion in the area. The proposal includes approximately 100 acres that is in the area of influence of a number of neighborhoods.
 3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is approximately 100 acres and under common ownership. There are several land use and character designations on the property (as described above) that generally allow for general commercial and neighborhood commercial type zoning. The requested PDD includes uses that the Comprehensive Plan anticipates as being suitable for this area over the 20-year Plan horizon.

This has been identified by the Fire Department as an area that is located within the 2.5 -mile ladder truck response area, and with the opening of the Barron Road overpass, is now located in an approximately 1.5 -mile engine response area (the ISO engine response recommendation).

Utility and transportation infrastructure do not currently exist to serve the development of the entire property. The PDD zoning allows for the development of the property to be phased in such a way that it will not exceed the capacity of the utility or roadway infrastructure at any given time. The general suitability of the land for development, including a discussion of the availability of water, wastewater and transportation infrastructure is included in Review Criteria #6. No FEMA floodplain exists on the property.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** A portion of the property is currently zoned A-O Agricultural Open. In this area, the A-O

district is used as a holding zone for property that is projected in the Comprehensive Plan for conversion to more intensive urban use at such time as the need for the uses is present and when it is possible to adequately serve development with necessary infrastructure and public services. While the permitted uses in A-O, including low density residential, agricultural or open space uses, are generally compatible with residential development, not all agricultural uses may be appropriate on the property due to its location and the level of development that has occurred in the area. Generally, the uses permitted in the A-O district are less intense, generate less traffic, and have lower utility demands than the proposed PDD uses. A-O uses generally have fewer service, infrastructure and facility needs. The property is generally suitable for A-O uses.

A portion of the property is zoned C-2 Commercial Industrial. Commercial Industrial is a district that is designed to provide a location for businesses offering goods and services to a limited segment of the general public. The uses permitted in this district generally serve other commercial and industrial enterprises, and because of this, are not as reliant on high-visibility site locations. The portion of the property zoned C-2 does not have frontage on a public street. The property is generally suitable for C-2 uses.

A portion of the property is zoned C-1 General Commercial. General Commercial is a district that is designed to provide goods and services to the general public and visitors. The uses permitted in this district are generally dependant on good access and visibility. The portions of the property zoned C-1 have frontage on Rock Prairie Road and State Highway 6. The property is generally suitable for C-1 uses.

A large portion of the subject property is zoned R-4 Multi-Family Residential. This portion of the subject property contains an active oil well that would need to be considered with any residential development plans. The property is generally suitable for R-4 uses.

- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing zoning allows the property to be marketed for residential and agricultural uses, general commercial, commercial industrial, and multi-family development.

A market analysis of the subject property has not been provided to the City; however, the existing A-O, C-1 General Commercial, and C-2 districts permit a mix of agricultural, residential, commercial, office, institutional, and light industrial uses, which are consistent with other uses found along the east side of the Bypass. Some of the property is zoned R-4 Multi-Family and was platted in anticipation of a multi-family development in 2008 by the property owner. While, in general, this area of the City is not anticipated to develop as multi-family housing (based on the Comprehensive Plan Land Use and Character Map for the area), it can be assumed that the existing R-4 zoning on this portion of the property may still be viable from a market perspective, based on past development actions by the property owner. In general, multi-family housing in College Station has very high occupancy rates, further indicating the strength of this market opportunity.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing water lines along State Highway 6 and Rock Prairie Road that can adequately provide water to this area. Required Water Master Plan lines also affect this property and will need to be designed and constructed in conjunction with the development of the property. This

includes the potential for Scott & White to provide a small parcel of land that will be used in the future by the City to construct a water tower.

Required Sewer Master Plan lines also affect this property, and will need to be designed and constructed in conjunction with the development of the property. This property is currently planned to gravity flow to the Lick Creek Wastewater Treatment Plant to the south; however, the infrastructure, including sewer collection lines, is not yet in place to support this. To provide timely sewer service to the Hospital, Clinic, and all adjoining parcels, the City and Scott & White are in discussions to create a development agreement whereby the City will construct a sewage lift station on the south side of the Scott & White property that will pump the sewage to the south, along State Highway 6, to empty into the existing Spring Creek trunk line.

The property is surrounded by State Highway 6 and Rock Prairie Road. State Highway 6 is classified on the City's Thoroughfare Plan as Freeway/Expressway and Rock Prairie Road is classified as a 4-Lane Major Arterial in this area, although it is currently constructed to a rural collector standard. Site development includes the construction of a 4-Lane Major Collector (Lakeway Drive), three 2-Lane Major Collectors (Medical Avenue, Healing Way, and Scott & White Drive), and a system of private drives. The collector roadways will include bike lanes and sidewalks to facilitate bicycle and pedestrian movements through the site.

Access to the property will be from Rock Prairie Road and State Highway 6. Driveways are proposed to be limited to the public and private street network proposed with this PDD. No additional driveways will be permitted on Rock Prairie Road or State Highway 6 Frontage Road.

College Station's Unified Development Ordinance (UDO) requires the development and submittal of a Traffic Impact Analysis (TIA) to help inform the Planning & Zoning Commission and City Council on the question of Rezoning. In accordance with this requirement, the applicant submitted a TIA that complies with the requirements outlined in the UDO. The TIA has been provided as a supporting document to this report. Observations and comments are as follows:

1. The Concept Plan includes the construction of all required thoroughfares, based on the City's Comprehensive Plan.
2. Right-turn deceleration lanes will be required, per the UDO, for the access points on the State Highway 6 Frontage Road at Lakeway Drive and Scott and White Drive, and will comply with TxDOT standards. Right-turn deceleration lanes will be required for access points on Rock Prairie Road at Scott and White Drive and the private driveway across from Stonebrook Drive. All deceleration lanes will comply with ASSHTO standards. A right-turn deceleration is required by the UDO for any development that generates 25 trips ingress in the peak hour for roadways in excess of 40 mph and any development that generates 50 trips ingress in the peak hour for roadways below 40 mph.
3. The Traffic Impact Analysis (TIA) calls for a left-turn bay westbound to the site on Rock Prairie Road and Stonebrook Drive. This area along Rock Prairie Road will have to be widened to accommodate the left-turn bay.
4. The TIA reflects the operational improvements to Longmire and Rock Prairie Road by the opening of the Barron Road overpass at State Highway 6, shifting 45% of the traffic on Rock Prairie Road to Barron Road. Staff agrees, based on the findings in the TIA, that no upgrades are needed to Rock Prairie Road

west of State Highway 6 for the development of the hospital, medical clinic, and 5,419 VPD equivalents (150,000 sq. ft. of additional Medical, Dental Office land use trips generated). However, any trips generated beyond the trips assigned to Tract 1 and the trips equivalent, as described above, will require another TIA or amending of the TIA. Furthermore, the intersection at Longmire and Rock Prairie Road will need operational improvements if trips are generated above the 5,419 VPD equivalents.

REVIEW OF CONCEPT PLAN

The Concept Plan includes specific details for the development of Tract 1 – the hospital site and the location of all public and private roads to be developed in the first phase. For all other Tracts (2-7), land uses only are proposed. Prior to any site plan or development of Tracts 2-7, a detailed revised Concept Plan will be required to be approved by the City Council through a standard PDD rezoning process.

Purpose & Intent Statement

The applicant has stated the purpose and intent of this Planned Development to be for development of a “Hospital, Medical Clinic, Medical Office, and future development.”

Land Use

The proposed land uses for each tract are included as an attachment to this report and are consistent with the Community Character and Land Use designations contained in the Comprehensive Plan.

Access

Driveway locations limited to those shown on the Concept Plan for Tracts 1 and 4, and exclude any further driveway access to Rock Prairie Road or State Highway 6.

Architectural Design

The applicant has proposed that for structures on Tracts 2, 3, 5, and the first 400 feet from Rock Prairie Road on Tract 4, the buildings architecture, styles, and facades of the structures will be similar to and consist of similar materials of those present in the neighborhoods located across Rock Prairie Road. The roof pitch is proposed at 4:12.

Additionally, architectural standards for Tract 4 and along Rock Prairie Road will relate to the “first layer” of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. The architectural and height limitations in this PDD were included to create the desired character along the Rock Prairie corridor in that area.

The Hospital buildings will meet all minimum ordinance requirements besides those granted as meritorious modifications. The applicant has provided the following information related to the architectural design on Tract 1 – the hospital building:

Exterior materials of the front elevation's two-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along the two-story lobby/waiting concourse. The stone pillars are six feet wide and occur along the concourse on 15-foot centers. The space between the pillars is recessed 18 inches and in-filled with glass curtain wall providing a regular pattern of articulation along the two-story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building three feet continuing the articulation of the façade of the building.

Lighting

The proposal includes restrictions on site lighting such that Tracts 2-5 will be limited to a maximum mounting height of 12 feet and Tracts 1, 6, and 7 will be limited to a maximum mounting height of 30 feet. The proposal provides for a more residential scale of lighting on the tracts identified as either General Suburban or Suburban Commercial and allows for the higher intensity commercial areas to use a type of lighting more appropriate to a general commercial development.

Drainage & Stormwater

The proposal includes a wet pond on site for increased water quality. The applicant has provided the following information regarding the wet pond:

This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TCC) removal efficiency. In addition to provide water quality, the pond will also detain the 2-, 10-, 25-, and 100- year storm events. The pond will also serve as an aesthetic landscape feature and serve as the main focal point as you enter the site.

Stormwater run-off from the developed portions of the site will be collected in roof drains, area inlet and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to the earth-wall wet pond providing both detention and water quality. The wet pond will also serve as a source of landscape irrigation water, ensuring the re-use of the stormwater at least once.

Base Zoning and Meritorious Modifications

The applicant proposes to utilize C-1 General Commercial as the base, underlying zoning district for standards not identified in the PDD. At the time of site plan and plat, the project will need to meet all applicable site, architectural and platting standards required by the Unified Development Ordinance except where meritorious modifications are granted with the PDD zoning. The applicant has requested the following meritorious modifications:

1. Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance

The applicant has proposed the following modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%. The applicant states that the proposed modification will reduce the amount of impervious cover on site.

2. Section 7.2.C "Dimensions & Access" of "Off-Street Parking Standards"

The applicant has proposed a minimum parking space size of not less than nine feet by eighteen feet six inches (9'x18.5'). The Unified Development Ordinance requires a minimum parking space size of nine feet by twenty feet (9'x20'), but allows for a length as little as eighteen feet (18') if the space abuts a four-foot landscaped island or a six-

foot sidewalk. The applicant states that the proposed modification allows for safe parking lot movements while reducing the impervious cover.

3. Section 5.4 “Non-Residential Dimensional Standards” of the Unified Development Ordinance

The applicant is proposing the following setbacks for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single- Family Height /Setback applies.

D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

4. Section 7.3.C.7 “Geometric Design of Driveway Access” of the Unified Development Ordinance

The applicant is proposing a modification to this section that would more clearly allow for medians within driveways. The Unified Development Ordinance requires commercial drives to be a minimum of 24 feet and a maximum of 36 feet in width. The applicant is proposing that the total pavement width (minus the median) be permitted to range between 24 and 36 feet. At the time of site plan, all drives will be designed to the satisfaction of the Fire Department and meet minimum sight distance requirements. The applicant states that the purpose of the added medians would be to add landscaping and reduce the heat island effect of pavement.

5. Section 7.4 “Signs” of the Unified Development Ordinance

The applicant is requesting that a special sign package be permitted for Tract 1, the hospital property. The proposal includes 29 signs that, due to their size, are considered freestanding signs. In addition, the applicant is requesting to utilize their corporate logo flag alongside the Country and State flags. Generally, corporate flags are permitted in lieu of a freestanding sign. The applicant has stated that the modifications provide for much needed directional signage for patients and emergency vehicles to locate their appropriate entrances.

To offset this request, the applicant has proposed that each tract (Tracts 2-7) be permitted only one freestanding sign and that the maximum height is 16 feet (relating to the height of the primary sign for the hospital tract). All other sign standards will be those of the C-1 General Commercial zoning district, with the exception that freestanding signs will not be permitted on Tracts 4 and 5, and roof signs will not be permitted on Tracts 2-5.

6. **Section 7.9 B.3 “Building Materials” of the Unified Development Ordinance**
The applicant is proposing to use 30% high grade architectural metal on the hospital structure on Tract 1. The Unified Development Ordinance restricts the use of metal to 20% of a façade. To offset this request, the applicant has proposed to limit metal on other structures to a maximum of 15%. In addition, each tract will have to meet the highest architectural standards of the Unified Development Ordinance, architectural standards for building plots over 150,000 square feet of building area (regardless of the building sizes constructed).
7. **Section 7.9.E.3 “ Additional Standards for 50,000 s.f. or Greater” “Landscaping” of the Unified Development Ordinance**
The applicant is requesting that trees required to be planted in tree wells within a sidewalk along primary facades be permitted to be planted in landscape areas instead.
8. **Section 7.9.F.4 “Additional Standards for 150,000 s.f. or Greater of the Unified Development Ordinance**
The applicant is requesting that parking screening berms not be required for parking areas located beyond 100 feet from the public right-of-way if the area between the parking and the right-of-way remains as open space. The parking will be required to be screened using another method such as landscaping to screen the parking.
9. **Table V “Streets and Alleys” of the Bryan/College Station Unified Design Guidelines**
The applicant proposes a 2-lane Major Collector right-of-way width of 60 feet (Scott & White Drive, Medical Avenue, Healing Way). Generally, 2-Lane Major Collectors are required a right-of-way width of 77 feet with bike lanes. The 4-Lane Major Collector (Lakeway) is proposed to have a right-of-way of 80 feet. Generally, 4-Lane Major Collectors are required a right-of-way width of 99 -101 feet with bike lanes.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The Concept Plan provides for a hospital development at the core of the property with supporting uses along the periphery, such as medical office and retail. Development of tracts located along the periphery of the site along Rock Prairie Road are proposed to have increased aesthetic requirements, and will have a scale and elements / materials similar and complementary to the neighborhoods to the north. Driveways to Rock Prairie Road and the Frontage Road are limited to those shown on the Concept Plan; all other drives will take access to roadways proposed within the development.
2. **The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The Concept Plan reflects the Community Character and Land Use designations included in the Comprehensive Plan. Along Rock Prairie Road and along the eastern portion of the site, the Comprehensive Plan describes future development as General Suburban and Suburban Commercial, calling for development that is compatible and complementary to existing residential areas. The proposal includes elements that complement the surrounding neighborhoods, such as increased aesthetic requirements, reduced scale, pitched roofs, and materials complementary to the neighborhoods to the north along Rock Prairie Road, as well as pedestrian scale lighting and increased open space throughout the

development.

3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The abutting properties are largely vacant, but are shown for future General Commercial, Natural Areas – Reserved, and General Suburban uses in the Comprehensive Plan. Tracts abutting areas shown for General Suburban have included increased standards to complement and be compatible with future residential development. Along the eastern property line the land is zoned A-P Administrative Professional and could be developed for uses such as personal service and office. The proposed development is similar to these uses and will be complementary. Properties located along State Highway 6 Frontage Road are shown for General Commercial. The Concept Plan includes uses similar (though slightly restricted) to General Commercial zoning and includes increased aesthetic requirements.
4. **Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** No dwelling units are proposed.
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** None proposed.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** Besides the requested meritorious modifications, the proposed development will meet all City requirements, and in some cases, exceed requirements.
7. **The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** The applicant has submitted a Traffic Impact Analysis, as required by the Unified Development Ordinance. Based on the findings of the TIA, development will be phased so that the roadways can adequately absorb the traffic. Site development includes the construction of a 4-Lane Major Collector (Lakeway Drive), three 2-Lane Major Collectors (Medical Avenue, Healing Way, and Scott & White Drive), and a system of private drives. The collector roadways will include bike lanes and sidewalks to facilitate bicycle and pedestrian movements through the site.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission meeting minutes (November 4, 2010)
4. Scott & White Proposal, including Concept Plan
5. List of Proposed Land Uses
6. Ordinance

BACKGROUND

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Wilshire HOA
 Sandstone HOA
 Foxfire HOA
 Amberlake HOA
 Chadwick HOA
 Stonebridge HOA
 Stonebridge Court HOA

Property owner notices mailed: 19
 Contacts in support: None as of date of staff report
 Contacts in opposition: Two as of date of staff report. Concerns related to retail and office on periphery of tract and related traffic.
 Inquiry contacts: Three as of date of staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Commercial and Restricted Suburban across Rock Prairie Road (Major Arterial)	A-O Agricultural-Open, C-3 Light Commercial, C-1 General Commercial across Rock Prairie Road (Major Arterial)	Vacant, Riviera Day Spa, Plazas at Rock Prairie shopping center across Rock Prairie Road (Major Arterial)
South	General Commercial and Natural Areas – Reserved	A-O Agricultural Open	Rural, Vacant
East	General Suburban in Growth Area III and General Commercial	A-O Agricultural-Open, A-P Administrative Professional	Rural, Vacant
West	General Commercial and Freeway	C-1 General Commercial	Vacant and State Highway 6

DEVELOPMENT HISTORY

- Annexation:** 1977 and 1983
- Zoning:** Annexed as A-O Agricultural-Open. A-O to C-2 Commercial Industrial in 1986; C-2 to R-5 Apartment/Medium Density in 1994; and R-5 renamed to R-4 Multi-Family in 2003. Portions of the property along the State Highway 6 Frontage Road and along Rock Prairie Road near its intersection with State Highway 6 were zoned C-1 General Commercial in 2009. Rezoning of approximately 44 acres to C-1 General Commercial was denied in 2009.
- Final Plat:** A portion of the property was platted as Rock Prairie Heights in 2008
- Site development:** Largely vacant, with an on-site oil well

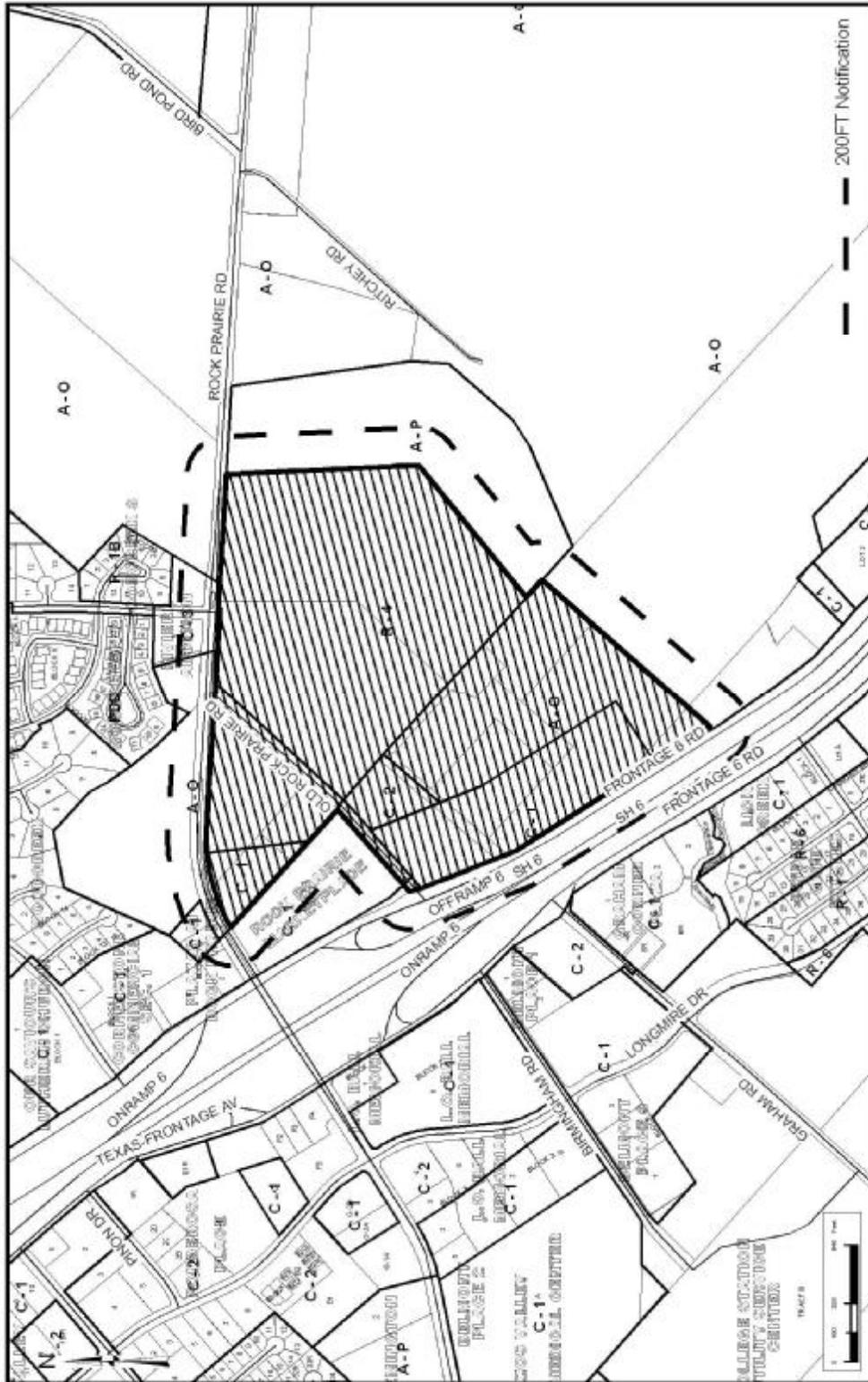


REZONING
Case: 10-189

SCOTT & WHITE HOSPITAL

DEVELOPMENT REVIEW





Zoning Districts	R-3	Townhouse	C-3	MPC	Wolf Pen Creek Dev. Corridor
A-O	R-4	Multi-Family	M-1	NG-1	Core Northgate
A-CR	R-6	High Density Multi-Family	M-2	NG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	NG-3	Residential Northgate
R-1B	A-P	Administrative/Professional	R & D	OV	Corridor Overlay
R-2	C-1	General Commercial	P-MUD	RDD	Redevelopment District
	C-2	Commercial-Industrial	PDD	KD	Krettek Tap Overlay

Case: **SCOTT & WHITE HOSPITAL** 10-189 **REZONING**



DEVELOPMENT REVIEW



MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
November 4, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman Scott Shafer, Mike Ashfield, Craig Hall, Hugh Stearns and Doug Slack

COMMISSIONERS ABSENT: Jodi Warner and Bo Miles

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Jennifer Prochazka, Matt Robinson, Joe Guerra, Erika Bridges, Carol Cotter, Alan Gibbs, Molly Hitchcock, Lance Simms, Bob Cowell, Carla Robinson, Kerry Mullins, and Brittany Caldwell

Regular Agenda

5. Public hearing, presentation, possible action and discussion regarding a Rezoning for 97.932 acres located at 4005 State Highway 6, at the southeast corner of Rock Prairie Road and State Highway 6, from A-O Agricultural Open, R-4 Multi-Family, C-1 General Commercial, and C-2 Commercial Industrial to PDD Planned Development District. **Case #10-00500189 (JP)**

Senior Planner Prochazka presented the Rezoning and recommended approval with the following conditions:

- Tracts 2-7 will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.
- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.
- The identified height and architectural standards for Tract 4 and along Rock Prairie Road should extend a minimum of 500 feet from Rock Prairie Road and should relate

to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road.

- At the time of site plan, all drives are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.
- Tract 2 should not include drive-thru restaurants as a permitted use on the portion not currently zoned C-1.

There was general discussion amongst the Commission regarding the Rezoning.

John Cunningham, Scott & White Healthcare, stated that a portion of the facility on University Drive would remain open initially and the size and layout of the new development would be similar to the facility in Temple.

Joel Bock, P.E., Jacobs, addressed the Commission regarding the wet pond and how it would function.

Shawn Massock, Jacobs, stated that the tree wells within the sidewalk are proposed to be removed because of safety issues. He stated that there would be landscaping and trees to provide shading on the sidewalk. He also proposed the following change to one of the conditions recommended by Staff:

- The identified height and architectural standards for Tract 4 and along Rock Prairie Road should extend a minimum of 400 feet from Rock Prairie Road and should relate to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. In addition, the structures should be a maximum of 4 stories on the west portion of Tract 4 beyond 400 feet and a maximum of 3 stories on the east portion of Tract 4 beyond 400 feet.

Scott Liles, Scott & White Healthcare, stated that he had met with the neighboring property owners and they were comfortable with the Concept Plan that had been submitted to the City.

There was general discussion amongst the Commission regarding the Rezoning.

Chairman Shafer opened the public hearing.

Brian Perry, 3600 Rock Prairie Road, had concerns about a lack of connectivity to his property and wanted Medical Avenue to abut his property to create street frontage.

Chairman Shafer closed the public hearing.

There was general discussion amongst the Commission regarding Mr. Perry's land.

Commissioner Slack motioned to recommend approval of the Rezoning with the conditions recommended by Staff except for the following change proposed by the applicant:

- **The identified height and architectural standards for Tract 4 and along Rock Prairie Road should extend a minimum of 400 feet from Rock Prairie Road and should relate to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. In addition, the structures should be a maximum of 4 stories on the west portion of Tract 4 beyond 400 feet and a maximum of 3 stories on the east portion of Tract 4 beyond 400 feet.**
Commissioner Hall seconded the motion, motion passed (5-0).

Commissioner Stearns stated that he would like to see drive-thru restaurants restricted.

The Commission stated that they would like for the issues between Mr. Perry and Scott & White Healthcare resolved.

Planned Development District

Submitted to:



Prepared for:



2401 South 31st Street
Temple, Texas 76508

August 25, 2010

Revised:

October 11, 2010

October 25, 2010

October 28, 2010

November 12, 2010

Prepared by:

JACOBS™

2705 Bee Cave Road, Suite 300
Austin, Texas 78746

PROJECT DESCRIPTION

EXECUTIVE SUMMARY

Tract 1

A new, 330,000-square-foot (SF), five-story (plus mechanical penthouse), freestanding, 143-bed acute care Scott & White Hospital at College Station and a 10,000-square-foot (SF) Central Utility Plant (CUP) is planned at the Southeast intersection of Rock Prairie and Highway 6. The proposed Hospital tract (Tract 1) will encompass approximately 38.9-acres of the 97.9-acre site.

A separate 150,000-square-foot (SF), five-story, Clinic building is planned to be constructed adjacent to the Hospital. The future Clinic will connect to the Hospital northwest corner of the first level only.

The facility will have five use-categorized entries to the facility including a main entrance for visitors, a staff entry, a delivery entrance, an ambulance Emergency Department (ED) entrance and a walk-in ED entrance. There will be a circulation drive around the Hospital and clinic that will provide access from these primary entry points. Much of the required parking, 880 spaces (two per bed and four per 1,000 SF of clinic) will be inside of the circulation drive with minimal crossing of driveways.

The Hospital will be designed to accommodate expansion at a later date; a one-story expansion at the east side; a two-story expansion at the south side; and a three-story addition at the west end. In addition, a future clinic and/or medical office building is proposed for up to five stories east of the clinic. This future square footage will be approximately 350,000 square feet.

The bed units will be provide for: Intensive Care (ICU) providing continuous observation of high acuity patients; Neonatal Intensive Care (NICU) providing that same level of care for infants; Post Partum Unit; Intermediate Care Unit (IMCU); and Medical/Surgical (M/S) Unit. Patient rooms will be private and there will be a minimum of one isolation room per unit and two for every 24 beds in M/S.

The Hospital will contain required ancillary and support departments. The ED will contain exam rooms and treatment bays. Imaging will contain treatment modalities required for an acute care facility, including general radiology, CT and MRI. Space is allocated in the Hospital for a PET scanner. At opening this modality will be provided with a mobile unit. Along with eight operating rooms in the Surgical Department there will be cardiac catheterization labs, endoscopic procedure rooms and a procedure center for EEG's and EKG's. Laboratory and pharmacy space will be provided to support patient needs.

The hospital will contain a full-service kitchen to support the patients, staff and visitors and a dining room. The design will include kitchen and support equipment. Administrative services and an Education/ Conference Center will also be included. The 10,000 SF CUP will be in a separate structure adjacent to the Hospital.

Exterior materials of the front elevation's 2-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along 2 story lobby/waiting concourse. The stone pillars are 6 ft wide and occur along the concourse on 15 ft centers. The space between the pillars is recessed 18" and in-filled with glass curtain wall providing a regular pattern of articulation along the 2 story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building 3 ft continuing the articulation of the façade of the building.

The 30-foot horizontal module and the 16-foot floor-to-floor height allows for windows and door openings to work well with standard masonry dimensions at all levels. At the building base, the openings are recessed into the brick and stone. The 2-story lobby/waiting area will be the focal point for public interaction, with clinical patient areas designed to have animated features and varying heights working within the vertical and horizontal module.

Canopies will be simple horizontal elements with a metal panel fascia, serving as an icon that becomes recognizable at the public entries. This element will float over the length of the lobby area. Outdoor areas will include the healing garden and exterior waiting areas, featuring trellises to provide sun protection.

Tracts 2-7

These tracts will be available for future development and entitled by this PDD and will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.

- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.

CIVIL/ SITE

The development of this site will be subject to the rules and regulations established by the City of College Station except as amended here in this PDD; the Environmental Protection Agency (EPA); the Texas Commission on Environmental Quality (TCEQ); the Texas Department of Licensing and Regulation (TDLR); Rockford Energy, due to their lease rights of the existing oil well at the northeast corner of the site; Bryan Texas Utilities (BTU), College Station Electric (CS Electric) and Atmos Energy.

This project site is comprised of numerous existing tracts and an existing oil well within the site. The site has an existing road, Old Rock Prairie, which will be removed, and overhead electric lines running through the middle that will be relocated. It is covered with natural grass vegetation and has three buildings that will be demolished. No portion of the site is within existing Federal Emergency Management Agency (FEMA) floodplain.

The site topography falls from north to south with average slopes on the range of two percent to four percent. The soils and geotechnical site conditions have been described in a geotechnical report previously prepared. A revised geotechnical report and pavement recommendations will be prepared by Terracon who has been retained by the Owner.

Future neighbors include the residential subdivision to the north and undeveloped property to the east, neither of which currently have a direct connection to the proposed project.

Zoning

Current zoning will be changed to Planned Development District (PDD) utilizing a base zoning of C-1 (general commercial). The PDD zoning ordinance will be written to support variances to the base zoning of C-1 for a building height maximum of six stories, landscape, signage, lighting, thoroughfare plan and parking.

Thoroughfare Plan and Access

Access to the site will be provided from two existing roads, Rock Prairie Road and the northbound Highway 6 frontage road, as well as four proposed roads as required by the City's Thoroughfare Plan: Medical Avenue, Scott & White Drive, Healing Way, and Lakeway Drive as this site is within part of the City's Thoroughfare Plan.

Parking

Parking for the new development will be provided on surface parking lots. The main circulation drives will be heavy duty concrete or asphalt pavement and the parking areas will be light duty concrete or asphalt pavement. Driveways from public streets, loading areas, ambulance drives, service courts and paved areas under canopies will be concrete or asphalt pavement. At the time of site plan, all drives

are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

Stormwater

Stormwater runoff from these developed portions of the site will be collected in roof drains, area inlets and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to an earth-wall wet pond providing both detention and water quality. Detention is required in the City and providing water quality will be an added benefit to the environment. The wet pond will also serve as a source of landscape irrigation water thus ensuring re-use of the stormwater at least once.

Wastewater Service

Wastewater will be collected from the site through a system of gravity lines leading to a lift station, which will pump to an existing on-site manhole. The City has verified limited existing capacity for wastewater service to this site. The City is currently undertaking wastewater studies to master plan wastewater service for the entire system in this region.

Water Service

Initial meetings with City engineers have dictated the design of the water system, which is sized to serve the site with a looping water line around both the Hospital and Clinic. Proper placement of fire hydrants will meet the fire protection requirements necessary for this project. The fire lanes of at least 23 feet (face of curb) in width and parking lot radii of 25 feet will be provided to give adequate access to the new facilities. AS this site is part of a City Water Master Plan an 18 inch waterline will be installed along the Highway 6 frontage Road.

Electric Service

Routed across the site is Old Rock Prairie and overhead electric lines. The existing road will be abandoned but the overhead electric lines will be relocated. Both CS Electric and BTU have lines that must be relocated to the frontage road of Highway 6.

Natural Gas Service

This site is served by Atmos Energy. A new service line will be extended to the site along the frontage road of Highway 6. From this service line, a feed will be extended to serve the Hospital and clinic and a feed will be extended to the CUP.

Telecommunications Service

This site is served by Suddenlink and all components to serve this site will be installed to their standards.

LANDSCAPE

The design focus for the project will be to provide landscaped entries, landscape areas defining parking areas, and islands within the parking lots with shade trees and lining pedestrian isles. In addition, irrigation may be provided through the collection of rainwater harvesting and air conditioning condensation collection and distributed in best management practices for irrigation system to reduce water costs.

Project design elements include planting a Texas vernacular landscape utilizing native and adaptive native plant material, the use of indigenous hardscape materials, such as Austin Stone and decomposed granite. Other hardscape materials will be proposed, such as concrete or concrete pavers, cast stone planters of various sizes to display seasonal color, water features (either self contained pumping system or pool design), and tree grates for planting trees in pavement. These materials will create shaded walkways, benches for the exterior of the building, arbors in the courtyards and moveable tables and chairs to provide seating for the courtyard spaces.

At least two proposed courtyard spaces located adjacent to the proposed Hospital building are being planned at easily accessible locations for patients, their families and staff. The courtyards will be designed to address the needs of this special user group and pedestrian flow patterns. The main areas of this design focus include a healing garden and outdoor waiting plazas.

WAYFINDING

A complete wayfinding package will be developed to meet Scott & White standards.

Exterior sign types include, but not limited to, an illuminated entry monument, secondary monument, primary hospital building mounted identification, building top identification logo, emergency identification on building, vehicular and pedestrian directional signage, and parking lot identification.

Interior sign types include, but not limited to, information kiosk, mission statement, building directory host, directionals, room identification, room numbers, restroom identification, interpretative services sign, elevator fire evacuation and stair identification.

DEVELOPMENT STANDARDS

The development of this site will be subject to the rules and regulations established by the City of College Station for the C-1 Base Zoning except as amended here:

Article 5. District Purpose Statements and Supplemental Standards

5.3 Non-Residential Zoning Districts

B. General Commercial (C-1)

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

5.4 Non-Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise identified in this UDO:

Non-Residential Zoning Districts	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. St. Side Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 Stories (96 feet)	2 Stories (30 feet)	2 Stories (30 feet)	4 Stories (50 feet) (D)	2 Stories (C)	4 Stories (50 feet)	4 Stories (50 feet)

Notes:

(A) A minimum side setback of 7.5 feet shall be required for each building or group of contiguous buildings.

(B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or separated by a dedicated public right-of-way or easement of at least 15 feet in width.

(C) See Section 7.1.H, Height. (below)

(D) Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

5.5 Planned Districts (P-MUD and PDD)

A. The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:

1. A maximum choice in the type of environment for working and living available to the public;
2. Open space and recreation areas;
3. A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
4. A creative approach to the use of land and related physical development;
5. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
6. An environment of stable character in harmony with surrounding development; and

7. A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

C. Planned Development District (PDD)

The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

Article 6. Use Regulations

6.2 Types of Use

C. Use Table

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.3, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.2, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Non-Residential Districts						
	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
RESIDENTIAL							
Boarding & Rooming House							
Extended Care Facility / Convalescent / Nursing Home	P	P	P	P	P	P	P
Dormitory							
Duplex							
Fraternity / Sorority							
Manufactured Home							
Multi-Family							
Multi-Family built prior to January 2002							
Single-Family Detached							
Townhouse							
PUBLIC, CIVIC AND INSTITUTIONAL							
Educational Facility, College & University	P	P	P	P	P	P	P
Educational Facility, Indoor Instruction	P	P	P	P	P	P	P

Educational Facility, Outdoor Instruction	P					P	
Educational Facility, Primary & Secondary		P	P	P	P	P	P
Educational Facility, Tutoring				P	P	P	P
Educational Facility, Vocational / Trade	P			P	P	P	P
Governmental Facilities		P	P	P	P	P	P
Health Care, Hospitals	P					P	
Health Care, Medical Clinics	P	P	P	P	P	P	P
Parks		P	P	P	P	P	P
Places of Worship		P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL							
Agricultural Use, Barn or Stable for Private Stock							
Agricultural Use, Farm or Pasturage							
Agricultural Use, Farm Product Processing							
Animal Care Facility, Indoor		P	P	P	P	P	P
Animal Care Facility, Outdoor							
Art Studio / Gallery		P	P	P	P	P	P
Car Wash						P*	P*
Commercial Garden / Greenhouse / Landscape Maint.						P*	P*
Commercial Amusements		C	C			P*	P*
Conference / Convention Center						P	
Country Club						P	
Day Care, Commercial		P	P	P	P	P	P
Drive-in / thru window		P*#	P**	P**	P*	P	P
Dry Cleaners & Laundry		P*	P*	P*		P	P
Fraternal Lodge						P	
Fuel Sales						P*	P*
Funeral Homes							
Golf Course or Driving Range							
Health Club / Sports Facility, Indoor		P#	P+	P+		P	P
Health Club / Sports Facility, Outdoor						P	
Hotels						P	P
Night Club, Bar or Tavern						C	C
Offices	P	P	P	P	P	P	P
Parking as a Primary Use					C	P	
Personal Service Shop		P	P	P	P	P	P
Printing / Copy Shop		P	P	P	P	P	P
Radio / TV Station / Studios				P	P	P	P
Restaurants		P	P			P	P
Retail Sales - Single						P	P

Tenant over 50,000 SF							
Retail Sales and Service		P*	P*	P*		P*	P*
Retail Sales and Service – Alcohol		P*	P*	P*		P*	P*
Sexually Oriented Business (SOB)							
Shooting Range, Indoor							
Theater						P	P
Retail Sales, Manufactured Homes							
Storage, Self Service						P	
Vehicular Sales, Rental, Repair and Service						P*	
Wholesales / Services							
Bulk Storage Tanks / Cold Storage Plant							
Industrial, Light							
Industrial, Heavy							
Recycling Facility – Large							
Salvage Yard							
Scientific Testing / Research Laboratory	P	P	P	P	P	P	P
Storage, Outdoor - Equipment or Materials							
Truck Stop / Freight or Trucking Terminal							
Utility		P*	P*	P*	P*	P*	P*
Warehousing / Distribution							
Waste Services							
Wireless Telecommunication Facilities – Intermediate	P*						
Wireless Telecommunication Facilities – Major				C	C	C	C
Wireless Telecommunication Facilities – Unregulated		P	P	P	P	P	P

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

** District with Supplemental Standards (Refer to Article 5).

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health clubs are limited to 20,000 s.f. and Drive-in / thru windows shall be limited to only the area identified as C-1 Zoning.

6.4 Accessory Uses

A. Accessory Uses

Accessory uses are allowed with permitted, established primary structures and uses subject to the following:

1. The use or structure is subordinate to and serves a primary use or principal structure;
2. The accessory use shall be subordinate in area, extent, and purpose to the primary use served;
3. The accessory use shall contribute to the comfort, convenience, or necessity of occupants of the primary use served;
4. The accessory use shall be located within the same zoning district as the primary use is permitted; and

5. Accessory uses located in residential districts shall not be used for commercial purposes other than permitted home occupations.

B. Accessory Structures

1. No accessory structure shall be erected in any required setback area. Excluded from this requirement is any portable storage building or structure if the Building Official has determined that it does not require a Building Permit.
2. On lots with approved rear access all setbacks shall be measured from the nearest boundary of the access easement or alley. On all other lots rear setbacks shall be measured from the rear property line. In no event shall more than 30 percent of the rear yard area (that portion of the yard between the rear setback line of the principal structure and the rear property line) be covered with accessory buildings, structures, or uses.
3. The following restrictions shall apply to accessory buildings, structures, or uses other than garages, carports, and living quarters for family or servants:
 - a. A minimum rear setback of 15 feet; and,
 - b. A maximum building eave height of eight feet (8').

Article 7. General Development Standards

7.1 General Provisions

D. Required Yards (Setbacks)

3. Features Allowed Within Required Yards

The following features may be located within a required yard but may be subject to additional regulations applied herein:

- o. Signage as indicated on the Proposed Signage Plan Exhibit.

H. Height

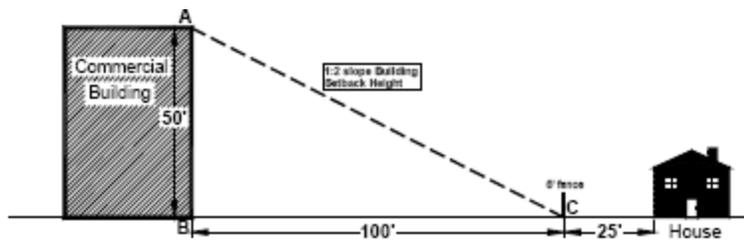
1. Building Height

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

- a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;
- b. The highest point of a mansard roof; or
- c. The highest point of the coping of a flat roof.

2. Single Family Protection

- a. With the exception of Tract 1, no multi-family or nonresidential structure shall be located nearer to any property line adjacent to or across the street from a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below.



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this PDD, the height limitations herein shall not apply to any of the following:

- 1) Utility structures such as elevated water storage tanks and electrical transmission lines;
- 2) Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than 33 percent of the area of the roof; or
- 3) Residential radio/television receiving antennas.

3. Maximum Building Heights

- a. Tract 1: 6 stories (96 feet)
- b. Tract 2: 2 stories (30 feet)
- c. Tract 3: 2 stories (30 feet)
- d. Tract 4: 4 stories (50 feet); Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to tract 1 shall be allowed to be up to 4 stories.
- e. Tract 5: per UDO A-P zoning requirements.
- f. Tract 6: 4 stories (50 feet)
- g. Tract 7: 4 stories (50 feet)

7.2 Off-Street Parking Standards

B. Off-Street Parking Spaces Required

2. Where off-street parking facilities are provided in excess of the minimum amounts specified by this Section, or when off-street parking facilities are provided but not required, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space as specified in this Section.

C. Dimensions and Access

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine by eighteen feet six inches (9' x 18'-6") and each stall shall be striped. This standard shall apply for off-street parking for all uses.
2. An 18-foot paved space (90 degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four feet (4'). An 18-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six feet.
5. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall, or stripe to stripe.

PARKING SPACE AND AISLE DIMENSIONS

	A	B	C	D		E	F	
	Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
				One way	Two way		One way	Two way
All Tracts	90	9 feet	18.5 feet	23.0 feet	23.0 feet	9.0 feet	60	60

E. Interior Islands

1. All interior islands shall be evenly distributed throughout the interior of the parking area.
2. For every fifteen (15) interior parking spaces, 180 square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than 180 square feet. Interior islands may have sidewalks through them.

I. Number of Off-Street Parking Spaces Required

8. When the developer of a large-scale development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the

development. Such a reduction in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. The balance of the land necessary to meet these requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand;

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Day Care Center	250 s.f.	.8	
Hospital	As determined by the Administrator	2/Bed	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	.8	
Office Building	250 s.f.	.875	

"s.f." = square footage.

* All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** No more than 25% of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in C-1 or C-3 and 1:350 in C-2) unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of 25%.

*** Any allowed uses not listed above shall refer to the City's UDO for parking requirements and may be reduced by 20%.

K. Alternative Parking Plans

2. Applicability

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.

7.3 Access Management and Circulation

C. Driveway Access Location and Design

2. Location of Driveway Access

Driveway locations shall be as shown on the PDD Concept Site Plan for Tract 1 & 4.

7. Geometric Design of Driveway Access

e. The maximum width of commercial driveway approaches for two-way operation shall not exceed thirty-six feet (36') of pavement, except that the Administrator may issue permits for driveway approaches greater than thirty-six feet (36') in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four feet (24') of pavement.

7.4 Signs

C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Apartment/Condominium/ Manufactured Home Park Identification Signs							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X
Attached Signs	X	X	X	X	X	X	X
Commercial Banners		X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X
Directional Traffic Control Signs	X	X	X	X	X	X	X
Freestanding Signs	X	X	X			X	X
Home Occupation Signs							
Low Profile Signs	X	X	X	X	X	X	X
Non-Commercial Signs		X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X
Roof Signs	X					X	X

D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

3. Inflated signs, pennants, tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.P, Grand Opening Signs and Section 7.4.U, Special Event Signs.
5. Excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).

F. Sign Standards

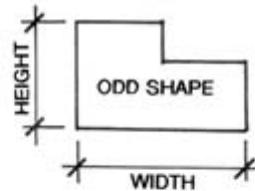
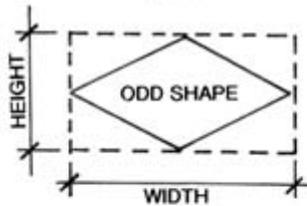
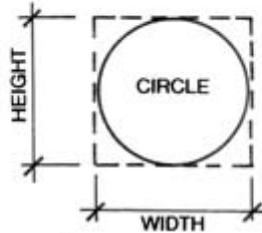
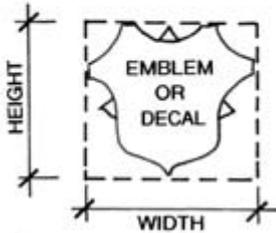
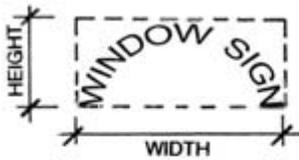
The following table summarizes the sign standards for the City of College Station:

Sign Type	Maximum Area (s.f.)*		Maximum Height (ft.)		Setback From ROW (ft.)		Number Allowed	
	Tract 1	Tracts 2-7						
Area Identification Signs	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	16 feet.	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	per UDO
Attached Signs								
Development Signs								
Residential /Collector Street								
Arterial Street								
Freeway (As designated on Thoroughfare Plan)								
Directional Traffic Control Signs								
Freestanding Signs								

Low Profile Signs (In lieu of permitted Freestanding Sign)								
Real Estate, Finance, and Construction Signs								
Up to 150-foot frontage								
Greater than 150-foot frontage								
Roof Signs								

* Except as provided for in Section 7.4.N.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.



G. Area Identification and Subdivision Signs

1. Area Identification Signs shall be permitted upon private property in any zone to identify multiple-lot subdivisions of 10 to 50 acres in size and subject to the requirements set forth in Section 7.4.F, Sign Standards above. Area Identification Signs may also be used within a large subdivision to identify distinct areas within that subdivision, subject to the requirements in Section 7.4.F, Sign Standards above.

3. Both Area Identification and Subdivision Signs must be located on the premises as identified by a preliminary or master preliminary plat of the subdivision. Subdivision Signs will be permitted only at major intersections on the perimeter of the subdivision (intersection of two collector or larger streets). At each intersection either one or two Subdivision Signs may be permitted so long as the total area of the signs does not exceed 150 square feet. Flags may be utilized in place of a Subdivision Identification Sign, but the overall height shall not exceed 20 feet and 25 square feet in area in a residential zone and 35 feet in height and 100 square feet in area in industrial or commercial districts.

L. Directional Traffic Control Sign

1. Directional Traffic Control Signs may be utilized as traffic control devices in off-street parking areas subject to the requirements set forth in Section 7.4.F, Sign Standards above.
2. For multiple lots sharing an access easement to public right-of-way, there shall be only one directional sign located at the curb cut.
3. Logo or copy shall be less than 50% of the sign area.
4. No Directional Traffic Control Sign shall be permitted within or upon the right-of-way of any public street unless its construction, design, and location have been approved by the City Traffic Engineer.

M. Flags

1. One freestanding corporate flag per premise, not to exceed 35 feet in height or 100 square feet in area, is allowed in multi-family, commercial, and industrial districts.
2. Flags used solely for decoration and not containing any copy or logo and located only in multi-family, commercial, and industrial districts or developments are allowed without a permit. In multi-family developments, such flags will be restricted to 16 square feet in area. In all permitted zoning districts such flags will be restricted to 30 feet in height, and the number shall be restricted to no more than 6 flags per building plot.

N. Freestanding Commercial Signs

1. Any development with over 75 linear feet of frontage will be allowed one Freestanding Commercial Sign. All Freestanding Commercial Signs shall meet the following standards:

a. Allowable Area

Allowable Area For Freestanding Signs		
Frontage (Feet)	Maximum Area (s.f.)	
	Tract 1	Tracts 2-5
0-75	As per Conceptual Site Sign Location Plan	Per UDO
76-100		
101-150		
151-200		
201-250		
251-300		
301-350		
351-400		
401-450		
451-500		
501-550		
551-600+		

d. Allowable Height

- 1) The allowable height of a Freestanding Commercial Sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two. No Freestanding Commercial Sign shall exceed 35 feet in height.
- 2) For the purposes of this Section, height of a sign shall be measured from the elevation of the curb or pavement edge.

3) For the purposes of this Section, the distance from curb shall be measured in feet from the back of curb or pavement edge to the nearest part of the sign.

5. A premise with more than 150 feet of frontage shall be allowed to use one Freestanding Commercial Sign or any number of Low Profile Signs as long as there is a minimum separation between signs of 150 feet. In lieu of one Low Profile Sign every 150 feet, hospital uses may have one low profile sign located at each driveway.

7. No more than one Freestanding Commercial Sign shall be allowed on any premises except when the site meets one of the following sets of criteria:

- a. The building plot, as recognized on an approved Plat or Site Plan, must be 25 acres or more in area with at least 1,000 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) toward which one additional Freestanding Commercial Sign may be displayed (see diagram below); or
- b. The Building plot, as recognized on an approved Plat or Site Plan, must be 15 acres or more in area with at least 600 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) and the site must have additional frontage on a street classified as a minor arterial or greater on the Thoroughfare Plan, toward which the additional Freestanding Commercial Sign may be displayed.

T. Roof Signs

1. Signs mounted to the structural roof shall be regulated as Freestanding Commercial Signs.

7.5 Landscaping and Tree Protection

C. Landscaping Requirements

1. The landscaping requirements shall be determined on a point basis as follows:

- a. Minimum Landscape Points required: 30 points per 1,000 square feet of site area;
 - 1) Tract 1 requires 50,874 points [(1,695,791/1000 * 30)]
 - 2) Tracts 2-7 per UDO6 has no required landscaping

6. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs shall be permitted.

D. Streetscape Requirements

1. The streetscaping requirements shall be determined along all major arterials, freeways, and expressways as follows:

- a. Within 50 feet of the property line along the street, one canopy tree for every 25 linear feet of frontage shall be installed. Two non-canopy trees may be substituted for each one canopy tree;
 - 1) Tract 1:
Rock Prairie frontage requires 4 canopy trees (102 l.f./25)
 - 2) Tracts 2-7:
Per UDO
- b. Canopy and non-canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired; and
- c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

2. The streetscaping requirements shall be determined along all other roadways by the following:

- a. Within 50 feet of the property line along the street, one canopy tree for every 32 feet of frontage shall be installed. Two non-canopy trees may be substituted for one canopy tree;
 - 1) Tract 1:
Medical Avenue frontage requires 25 canopy trees (799 l.f./32)
Scott & White Drive frontage requires 27 canopy trees (867 l.f. /32)

Lakeway Drive frontage requires 26 canopy trees (828 l.f./32)
Healing Way frontage requires 29 canopy trees (914 l.f./32)

2) Tracts 2-7:
Per UDO

- b. Canopy and non-canopy trees must be selected from the Administrator's Streetscape Plant List and may be grouped as desired; and
- c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

3. Three hundred additional landscape points shall be required for every 50 linear feet of frontage on a right-of-way. Driveway openings, visibility triangles, and other traffic control areas may be subtracted from total frontage. The additional landscape points can be dispersed throughout the site.

- a. Tract 1 requires an additional 21,060 points [(3,510 l.f./50) * 300]
- b. Tracts 2-7 per UDO

7.9 Non-Residential Architectural Standards

B. Standards for All Non-Residential Structures

The following table summarizes the Non-Residential Architectural Standards for the City of College Station:

3. Building Materials

5) Stainless steel, chrome, standing seam metal and premium grade architectural metal may be used as an architectural accent and shall not cover greater than thirty percent (30%) of any façade for Tract 1 and 15% for Tracts 2-7. For Tracts all of 2-3 & 5, and within 400 feet of Rock Prairie Road of tract 4 the building architecture, styles and façades of the structures will be similar to and consist of similar materials as those present in the subdivisions across Rock Prairie Road (Stonebrook, etc), The pitch will be a minimum of 4:12, or as approved by the City's design review board.

D. Additional Standards for 20,000 S.F. or Greater

In addition to the standards set out in Section 7.9.B, the following shall apply to any single building or combinations of buildings of 20,000 gross square feet in area, whether connected or not, but determined to be a single building plot.

E. Additional Standards for 50,000 S.F. or Greater

In addition to the standards set out in this Section 7.9.B and 7.9.D, the following shall apply to any single building or combinations of buildings of 50,000 gross square feet in area or greater, whether connected or not, but determined to be a single building plot.

3. Landscaping

These requirements are in addition to and not in lieu of the requirements established in Section 7.5 Landscaping and Tree Protection.

- a. The minimum required landscape points for a site shall be double (2 x minimum landscape points) of that required for developments of less than 50,000 gross square feet in area. The minimum allowable tree size is two inch (2") caliper. Streetscape point requirements remain the same and shall count toward the landscape point requirement.

- 1) Tract 1 requires a total 122,808 points (50,874*2 + 21,060)
- 2) Tracts 2-7 per UDO

- b. Trees are required along fifteen percent (15%) of the linear front of any façade facing a public right-of-way and shall include a minimum of one (1) canopy tree for every required six feet (6') in length. Non-canopy trees may be substituted in the tree wells provided that the number required shall be doubled. This landscaping shall count toward the overall landscape requirement.

Trees may be at grade or may be raised a maximum of thirty inches (30") in height, so long as the soil is continuous with the soil at grade. If the trees are located within interior

parking islands, then the islands shall not count toward the required interior parking islands as described in Section 7.2.E Interior Islands.

F. Additional Standards for 150,000 S.F. or Greater

In addition to the standards set out in Sections 7.9.B, 7.9.D, and 7.9.E, the following shall apply to any single building or combinations of buildings of 150,000 gross square feet in area or greater, whether connected or not but determined to be a single building plot.

3. The minimum allowable tree size is two and one half inches (2.5") caliper.
4. All parking areas must be screened from the public right-of-way using berms without exception for parking areas within 100 feet of the public right of way. Parking areas beyond 100 feet from the public right of way may choose to not provide berms so long as the area between the right of way and parking is open space area.

7.10 Outdoor Lighting Standards

It is recognized that no design can eliminate all ambient light from being reflected or otherwise being visible from any given development; however, the following requirements shall be followed to the fullest extent possible in order to limit nuisances associated with lighting and resulting glare.

All lighting within each Tract shall meet the requirements of this Section.

A. Site Lighting Design Requirements

1. Fixture (luminaire)

The light source shall not project below an opaque housing. No fixture shall directly project light horizontally.

2. Light Source (lamp)

Only incandescent, florescent, metal halide, mercury vapor, or color corrected high pressure sodium may be used. The same type must be used for the same or similar types of lighting on any one site throughout any master-planned development.

3. Mounting

Fixtures shall be mounted in such a manner that the projected cone of light does not cross any property line.

- a. Tracts 2 thru 5 shall be limited to a maximum mounting height of 12 feet.
- b. Tracts 1, 6 & 7 shall be limited to a maximum mounting height of 30 feet.

B. Specific Lighting Requirements

1. Façade and flagpole lighting must be directed only toward the façade or flag and shall not interfere with the night-visibility on nearby thoroughfares or shine directly at any adjacent residential use.
2. All lighting fixtures incorporated into non-enclosed structures (i.e., gas pump canopies, car washes, etc.) shall be fully recessed into the underside of such structures.

7.12 Traffic Impact Analyses

A TIA has been submitted for the Proposed PDD Concept Plan, and was prepared according to the methodology approved by the City.

Article 8. Subdivision Design and Improvements

8.2 General Requirements and Minimum Standards of Design

A. Urban Standards

17. Drainage

All drainage shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications, Chapter 13 Flood Hazard Protection Ordinance* and all applicable state and federal requirements.

Even though the City of College Station does not have a water quality requirement, we will still be providing water quality via a Wet Pond. This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TSS) removal efficiency. In addition to providing water quality the pond will also detain the 2, 10, 25, and 100 year storm events. The pond will also serve as an aesthetic landscape feature, and serve as the main focal point as you enter the site.

Site Design Minimum Standards for Commercial and Multi-Family Projects

Sign Standards

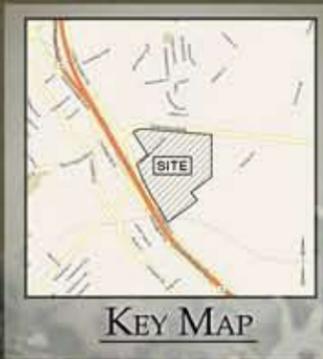
Sign Visibility

As per Preliminary Site Sign Locations Plan for Tract 1.

Bryan/College Station Unified Design Guidelines, 2009, Streets and Alleys

Table V

- Minor Collectors (Scott & White Drive, Medical Avenue, Healing Way) Right-of-Way width shall be 60 feet.
- Major Collector (Lakeway Drive) Right-of-Way width shall be 80 feet.



SITE INFORMATION

TRACT 1:	39 +/- ACRES	(PROPOSED HOSPITAL SITE)
TRACT 2:	7 +/- ACRES	(FUTURE DEVELOPMENT)
TRACT 3:	8 +/- ACRES	(FUTURE DEVELOPMENT)
TRACT 4:	11 +/- ACRES	(FUTURE DEVELOPMENT)
TRACT 5:	3 +/- ACRES	(FUTURE DEVELOPMENT)
TRACT 6:	13 +/- ACRES	(FUTURE DEVELOPMENT)
TRACT 7:	5 +/- ACRES	(FUTURE DEVELOPMENT)
R.O.W.:	11 +/- ACRES	(PROPOSED ROAD RIGHT OF WAYS)
OVERALL:	97.9 ACRES	

DEVELOPER/APPLICANT:	ENGINEER/PLANNER:
SCOTT & WHITE	JACOBS
2401 SOUTH 31ST STREET	2705 BEE CAVE RD, SUITE 300
TEMPLE, TEXAS 78508	AUSTIN, TEXAS 78746

NOTES:

- 1) EACH TRACT IS A BUILDING PLOT
- 2) NO ADDITIONAL ACCESS SHALL CONNECT TO ROCK PRAIRIE RD. OR HWY 6 FRONTAGE RD.

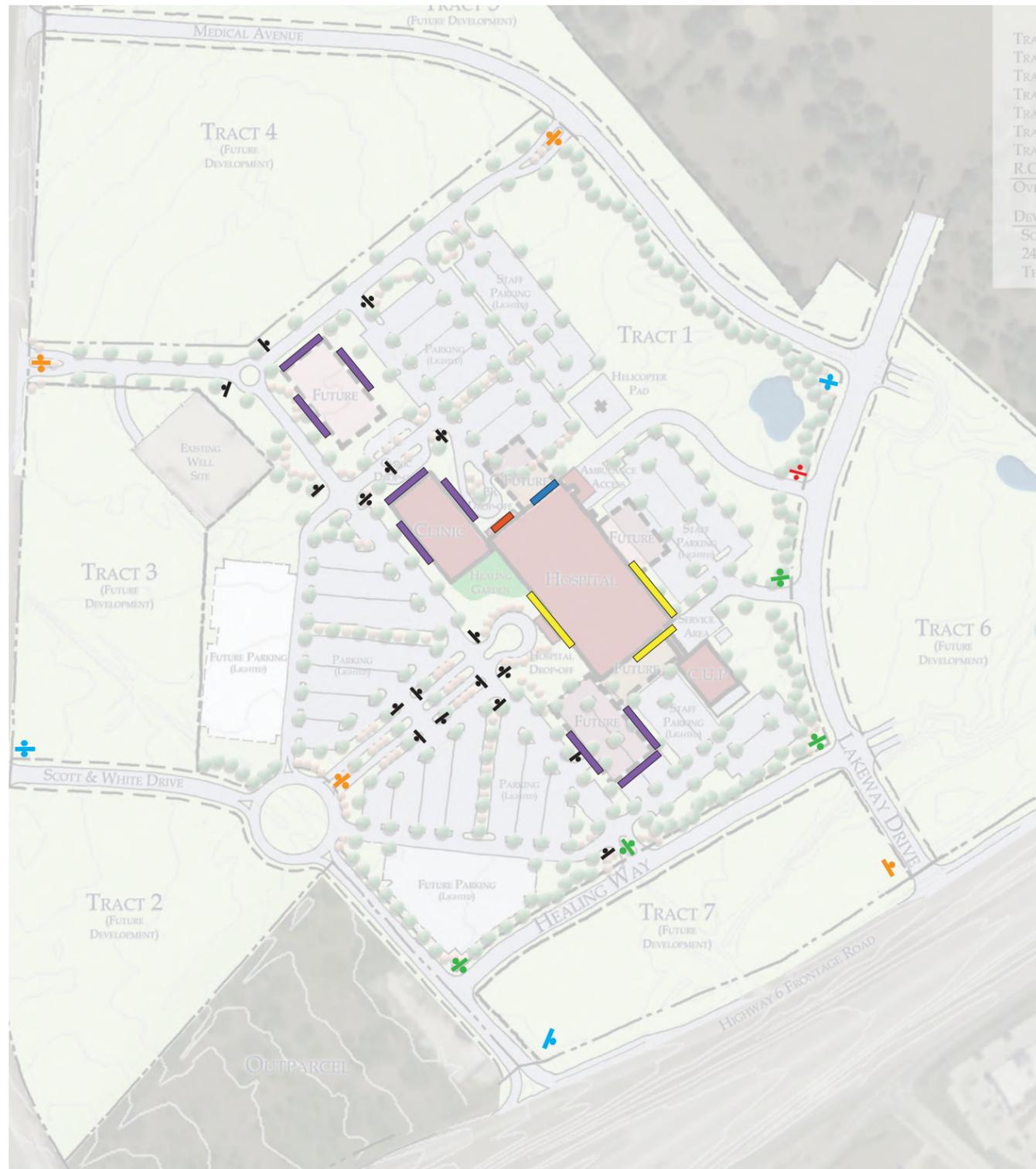


SCOTT & WHITE HOSPITAL - COLLEGE STATION, TEXAS
 CONCEPTUAL PDD SITE PLAN



Site Plan : NTS

Note: Building footprint and sign locations shown are preliminary



Sign Type	Size	Qty.	Square Ft per location
Primary Identification	16'h x 10'w	3	160 sq. ft. ea.
Secondary Identification	9'- 9"h x 6'- 6"w	4	63 sq. ft. ea.
Tertiary Identification	9'- 3"h x 4'- 3"w	1	40 sq. ft. ea.
Vehicular Directional	5'- 3"h x 4'- 9"w	4	25 sq. ft. ea.
Hospital Building Identification Logo and Name	4'- 0"h x 48' Letters & 10' x 10' logo	3	600 sq. ft.± ea.
Hospital Building Logo	10' x 10' logo	1	100 sq. ft. ea.
Hospital Emergency Identification	1'-6"h x 20' letters	1	30 sq. ft. ea.
Clinic & Future Building Identification	2'-0"h x 18' letters	6	36 sq. ft. ea.
Vehicular Directional (Less visible from Public Right of Way)	5'- 3"h x 4'- 9"w	17	25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

Jankedesign

v: 512 329 8343 f: 512 329 6195
a: 1100 W. 6th St., Austin, TX 78703
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Prepared for: Jacobs

Preliminary
11 Oct 2010

Issue: PDD Documentation
Date: Oct 11, 2010
Scale: NTS

Preliminary Site Sign Locations

G | 1.0

Signage Examples



Hospital Building Identification
4'- 0" Cap. Ht. Letters – 192 sq. ft. (estimated)



Hospital Building Logo
10' x 10' – 100 sq. ft. (estimated)



Primary Identification Sign
16'h x 10'w – 160 sq. ft.



Secondary Identification Sign
9'- 9"h x 6'- 6"w – 63 sq. ft.



Tertiary Identification Sign
9'- 3"h x 4'- 3"w – 40 sq. ft.



Vehicular Directional Sign
5'- 3"h x 4'- 9"w – 25 sq. ft.

Proposed Land Uses

Tract 1:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Vocational / Trade
- Health Care, Hospitals
- Health Care, Medical Clinics
- Offices
- Scientific Testing / Research Laboratory
- Wireless Telecommunication Facilities- Intermediate*

Tract 2:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window*#
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor*#
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 3:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary

- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 4:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *

- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 5:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*
- Offices
- Parking as Primary Use (C)
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 6:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospitals
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery

- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Conference / Convention Center
- Country Club
- Daycare, Commercial
- Drive-in / thru window
- Dry Cleaners & Laundry
- Fraternal Lodge
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Health Club / Sports Facility, Outdoor
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Parking as Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Storage, Self Service
- Vehicular Sales, Rental, Repair and Service*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 7:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*

- Commercial Amusements*
- Daycare, Commercial
- Drive-in / thru window*
- Dry Cleaners & Laundry
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

* Land Use with Supplemental Standards (Refer to Article 5 of the Unified Development Ordinance)

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health Clubs are limited to 20,000 square feet and Restaurant Drive-Thru permitted only on portion of Tract 2 previously zoned C-1 General Commercial

(C) Conditional Use Permit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; 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," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 22nd day of November, 2010

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O Agricultural Open, C-1 General Commercial, C-2 Commercial Industrial, and R-4 Multi-Family to PDD Planned Development District, with the restrictions listed in Exhibit "B" and in accordance with the Concept Plan shown in Exhibit "C" and Exhibit "D" and the Concept Plan Notes listed in Exhibit "E", and as shown graphically in Exhibit "F":

PROPERTY DESCRIPTION

DESCRIPTION OF A 97.932 ACRE TRACT IN THE THOMAS CARUTHERS LEAGUE ABSTRACT NUMBER 9, AND THE ROBERT STEVENSON LEAGUE ABSTRACT NUMBER 54 IN BRAZOS COUNTY, TEXAS BEING ALL OF A CALL 4.31 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7583 PAGE 108 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 6.566 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7282 PAGE 72 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 17.21 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 8948 PAGE 46 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.576 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 256 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 19.1 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 7.158 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7680 PAGE 227 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.917 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7310 PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALL 30.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 1033 PAGE 534 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID 97.932 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING GRID AND REFERENCE TO THE TEXAS COORDINATE SYSTEM NAD 83 CENTRAL ZONE AND THE SURVEY CONTROL NETWORK OF THE CITY OF COLLEGE STATION, TEXAS:

BEGINNING at a TXDOT Type 1 concrete monument found in the easterly right-of way line of State Highway 6, and the northwesterly right-of-way line of Old Rock Prairie Road, being the southerly corner of a call 0.9877 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7819 Page 266 of the Official Public Records of Brazos County, Texas, same being the southerly corner of Lot 1, Block 1, of Rock Prairie Marketplace, a subdivision of record in Volume 9506 Page 205 of the Official Public Records of Brazos County, Texas and being a westerly corner of Old Rock Prairie Road right-of-way and of the herein described tract;

THENCE departing the said easterly right-of-way of State Highway 6 **N 48°24'40" E** with a line common to the said 0.9877 acre tract, of Lot 1 Block 1 of Rock Prairie Marketplace, and the said northwest right-of-way line for a distance of **595.11** feet to an iron rod with cap stamped "JACOBS" set monumenting the easterly corner of the said Lot 1 Block 1 and the southerly corner of the said 4.31 acre tract;

THENCE departing the said northwest right-of-way line of Old Rock Prairie Road with the common line of the said Lot 1 Block 1 Rock Prairie Market Place and the 4.31 acre tract **N 47°41'31" W** for a distance of **868.04** to an iron rod with cap stamped Pate Eng RPLS 5647 found in the arc of a curve to the right in the southerly right-of-way line of Rock Prairie Road as described in a Right-of-Way Agreement to the City of College Station and recorded in Volume 4123 Page 1 of the Deed Records of Brazos County, Texas, said iron rod with cap being the most westerly corner of the herein described tract;

THENCE with the said southerly and southeasterly right-of-way line of Rock Prairie Road and with the arc of said curve to the right passing through a central angle of **34°06'14"** to an iron rod with cap stamped Strong RPLS 4961 found at the Point of Tangency, said curve having a radius of **955.00** feet, an arc length of **568.44** feet, and a long chord bearing **N 76°29'39" E** for a distance of **560.08** feet;

THENCE continuing with the south right-of-way line of the said Rock Prairie Road **S 86°27'05" E** a distance of **1,203.23** feet to an iron rod with cap stamped Strong RPLS 4961 found monumenting the northeast corner of the said 17.21 acre tract and being in the west line of the said College Station Independent School District 30.00 acre tract;

THENCE with the said west line of the 30.00 acre tract **N 03°21'05" E** for a distance of **13.12** feet to a calculated point for the northwest corner of the said 30.00 acre tract and being in the south right-of-way line of Rock Prairie Road (same being Old Rock Prairie Road right-of-way);

THENCE with the said south right-of-way line **S 86°38'36" E** for a distance of **737.90** feet to a calculated point for the northeast corner of the said 30.00 acre tract and the northwest corner of a call 25.79 acre tract as described in a General Warranty Deed to Perry Brian Howard and recorded in Volume 1980 Page 272 of the Deed Records of Brazos County, Texas;

THENCE departing the said south right-of-way line and with a line common to the said 30.00 acre tract and the 25.79 acre tract the following two (2) courses and distances;

1. **S 02°42'50" E** for a distance of **1054.75** feet to a calculated angle point the said common line,
2. **S 50°49'56" W** for a distance of **930.53** feet to a calculated point in the northeasterly line of the aforementioned 5.576 acre Weingarten Investments Inc., tract same being the southerly corner of the said 30.00 acre tract,

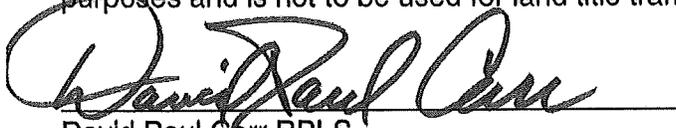
THENCE with a line common to the said 5.576 acre tract and the 25.79 acre tract **S 47°37'11" E** a distance of **128.13** feet to a 1" inch iron pipe found in the westerly line of a call 61.48 acre tract as described in a deed to M.D. Wheeler LTD., as recorded in Volume 3007 Page 341 of the Deed Records of Brazos County, Texas, said iron pipe being the most easterly corner of the said 5.576 acre tract and a easterly corner of the herein described tract,

THENCE with a line common to the said 61.48 acre tract **S 41°15'39" W** passing at a distance of 366.35 feet an 1" inch iron pipe found monumenting the southerly corner of the said 5.576 acre tract and the most easterly corner of the said 19.10 acre tract, in all **1224.85** feet to an Iron rod with cap stamped "JACOBS" set in the east right-of-way line of State Highway 6 and monumenting the most southerly corner of the said 19.10 acre tract and the southerly corner of the herein described tract;

THENCE with the said east right-of-way line of State Highway 6 the following four (4) courses and distances;

1. **N 34°26'19" W** for a distance of **228.75** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears **N 89°47'02" E** for a distance of 0.38 feet,
2. **N 32°11'00" W** for a distance of **1033.48** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears **S 10°54'36" W** for a distance of 0.24 feet,
3. **N 21°52'19" W** for a distance of **554.64** feet to a punch hole set in a broken TXDOT Type 1 concrete monument found, said monument being the west corner of the said 5.917 acre tract and the southerly corner of Old Rock Prairie Road right-of-way,
4. **N 13°01'53" W** with the west line of Old Rock Prairie Road for a distance of **66.50** feet to the **POINT OF BEGINNING** of the herein described tract and containing 97.932 acres of land more or less.

The foregoing metes and bounds description was generated from and on the ground survey by Jacobs Engineering Group of the Weingarten Tracts and an office survey of the deed description of the College Station Independent School District tract for zoning purposes and is not to be used for land title transfer.



David Paul Carr RPLS
Texas Registration No. 3997

7/26/10
Date

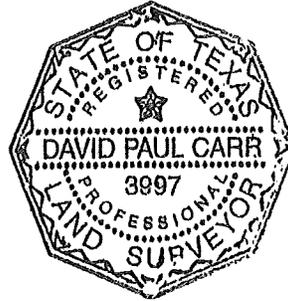


EXHIBIT "B"**Purpose & Intent:**

Hospital, Medical Clinic, Medical Office, and future development.”

Permitted Uses:

Tract 1:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Vocational / Trade
- Health Care, Hospitals
- Health Care, Medical Clinics
- Offices
- Scientific Testing / Research Laboratory
- Wireless Telecommunication Facilities- Intermediate*

Tract 2:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window # (drive-thru with a restaurant only permitted on the portion of the property previously zoned C-1 General Commercial, as indicated on the Concept Plan).
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor#
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 3:

- Extended Care Facility / Convalescent / Nursing Home

- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 4:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory

- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 5:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*
- Offices
- Parking as Primary Use (C)
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 6:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospitals
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*

- Conference / Convention Center
- Country Club
- Daycare, Commercial
- Drive-in / thru window
- Dry Cleaners & Laundry
- Fraternal Lodge
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Health Club / Sports Facility, Outdoor
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Parking as Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Storage, Self Service
- Vehicular Sales, Rental, Repair and Service*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 7:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Daycare, Commercial
- Drive-in / thru window*
- Dry Cleaners & Laundry
- Fuel Sales*

- Health Club / Sports Facility, Indoor+
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

* Land Use with Supplemental Standards (Refer to Article 5 of the Unified Development Ordinance)

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health Clubs are limited to 20,000 square feet and Restaurant Drive-Thru permitted only on portion of Tract 2 previously zoned C-1 General Commercial

(C) Conditional Use Permit

Access

Driveway locations limited to those shown on the Concept Plan for Tracts 1 and 4, and exclude any further driveway access to Rock Prairie Road or State Highway 6, except where an existing access easement is located on Tract 2 providing cross access with the adjacent property owner. All access points will have to meet any conditions required by a revised Transportation Impact Analysis.

Architectural Design

Structures on Tracts 2, 3, 5, and the first 400 feet from Rock Prairie Road on Tract 4, the buildings architecture, styles, and facades of the structures will be similar to and consist of similar materials of those present in the neighborhoods located across Rock Prairie Road. The roof pitch is 4:12.

The architectural standards for Tract 4 and along Rock Prairie Road extend a minimum of 400 feet from Rock Prairie Road and relate to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. The architectural and height limitations in this PDD are included to create the desired character along the Rock Prairie corridor in that area.

The Hospital buildings will meet all minimum ordinance requirements besides those granted as meritorious modifications. The following information relates to the architectural design on Tract 1 – the hospital building:

Exterior materials of the front elevation's two-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along the two-story lobby/waiting concourse. The stone pillars are six feet wide and occur along the concourse on 15-foot centers. The space between the pillars is recessed 18 inches and in-filled with glass curtain wall providing a regular pattern of articulation along the two-story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building three feet continuing the articulation of the façade of the building.

Lighting

The Concept Plan includes restrictions on site lighting such that Tracts 2-5 will be limited to a maximum mounting height of 12 feet and Tracts 1, 6, and 7 will be limited to a maximum mounting height of 30 feet. The zoning provides for a more residential scale of lighting on the tracts identified as either General Suburban or Suburban Commercial and allows for the higher intensity commercial areas to use a type of lighting more appropriate to a general commercial development.

Drainage & Stormwater

The Concept Plan includes a wet pond on site for increased water quality and includes the following information regarding the wet pond:

This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TCC) removal efficiency. In addition to provide water quality, the pond will also detain the 2-, 10-, 25-, and 100- year storm events. The pond will also serve as an aesthetic landscape feature and serve as the main focal point as you enter the site.

Stormwater run-off from the developed portions of the site will be collected in roof drains, area inlet and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to the earth-wall wet pond providing both detention and water quality. The wet pond will also serve as a source of landscape irrigation water, ensuring the re-use of the stormwater at least once.

Base Zoning and Meritorious Modifications

C-1 General Commercial is the base, underlying zoning district for standards not identified in the PDD. At the time of site plan and plat, the project will need to meet all applicable site, architectural and platting standards required by the Unified Development Ordinance except where meritorious modifications are granted with the PDD zoning.

Meritorious Modifications Granted:

- Section 7.2.I “Number of Off-Street Parking Spaces Required” of the Unified Development Ordinance**
The following are the modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%.

- Section 7.2.C “Dimensions & Access” of “Off-Street Parking Standards”**
The minimum parking space size is not less than nine feet by eighteen feet six inches (9’x18.5’).
- Section 5.4 “Non-Residential Dimensional Standards” of the Unified Development Ordinance**
The following are the setbacks and height limitations for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
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Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single-Family Height /Setback applies.

D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 500 feet. Beyond the 500 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

4. Section 7.3.C.7 “Geometric Design of Driveway Access” of the Unified Development Ordinance

The modification allows for medians within driveways. The total pavement width (minus the median) will be in the range of 24 and 36 feet. At the time of site plan, all drives will be designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

5. Section 7.4 “Signs” of the Unified Development Ordinance

A special sign package is permitted for Tract 1, the hospital property, and is attached as a part of “EXHIBIT G.” The proposal includes 29 signs that, due to their size, are considered freestanding signs by the Unified Development Ordinance. In addition, the hospital is permitted to utilize their corporate logo flag alongside the Country and State flags.

Each tract (Tracts 2-7) is permitted only one freestanding sign and the maximum height is 16 feet (relating to the height of the primary sign for the hospital tract). All other sign standards will be those of the C-1 General Commercial zoning district, with the exception that freestanding signs will not be permitted on Tracts 4 and 5 (low profile only), and roof signs will not be permitted on Tracts 2-5.

6. Section 7.9 B.3 “Building Materials” of the Unified Development Ordinance

Up to 30% high-grade architectural metal is permitted on the hospital structure on Tract 1. Metal is limited on other structures to a maximum of 15%. In addition, each tract shall meet the highest architectural standards of the Unified Development Ordinance, architectural standards for building plots over 150,000 square feet of building area (regardless of the building sizes constructed).

7. Section 7.9.E.3 “Additional Standards for 50,000 s.f. or Greater” “Landscaping” of the Unified Development Ordinance

Trees generally required to be planted in tree wells within a sidewalk along primary facades are permitted to be planted in landscape areas instead. Shade structures or plantings shall be located along the sidewalks.

8. Section 7.9.F.4 “Additional Standards for 150,000 s.f. or Greater of the Unified Development Ordinance

Parking screening berms are not required for parking areas located beyond 100 feet from the public right-of-way if the area between the parking and the right-of-way remains as open space. The parking shall be screened using another method such as landscaping.

9. Table V “Streets and Alleys” of the Bryan/College Station Unified Design Guidelines

A 2-lane Major Collector right-of-way width of 60 feet (Scott & White Drive, Medical Avenue, Healing Way) is permitted with bike lanes. The 4-Lane Major Collector (Lakeway) is permitted to have a right-of-way width of 80 feet with bike lanes.

Specific Conditions of Zoning:

- Tracts 2-7 will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.
- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.
- At the time of site plan, all drives are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

EXHIBIT "D"

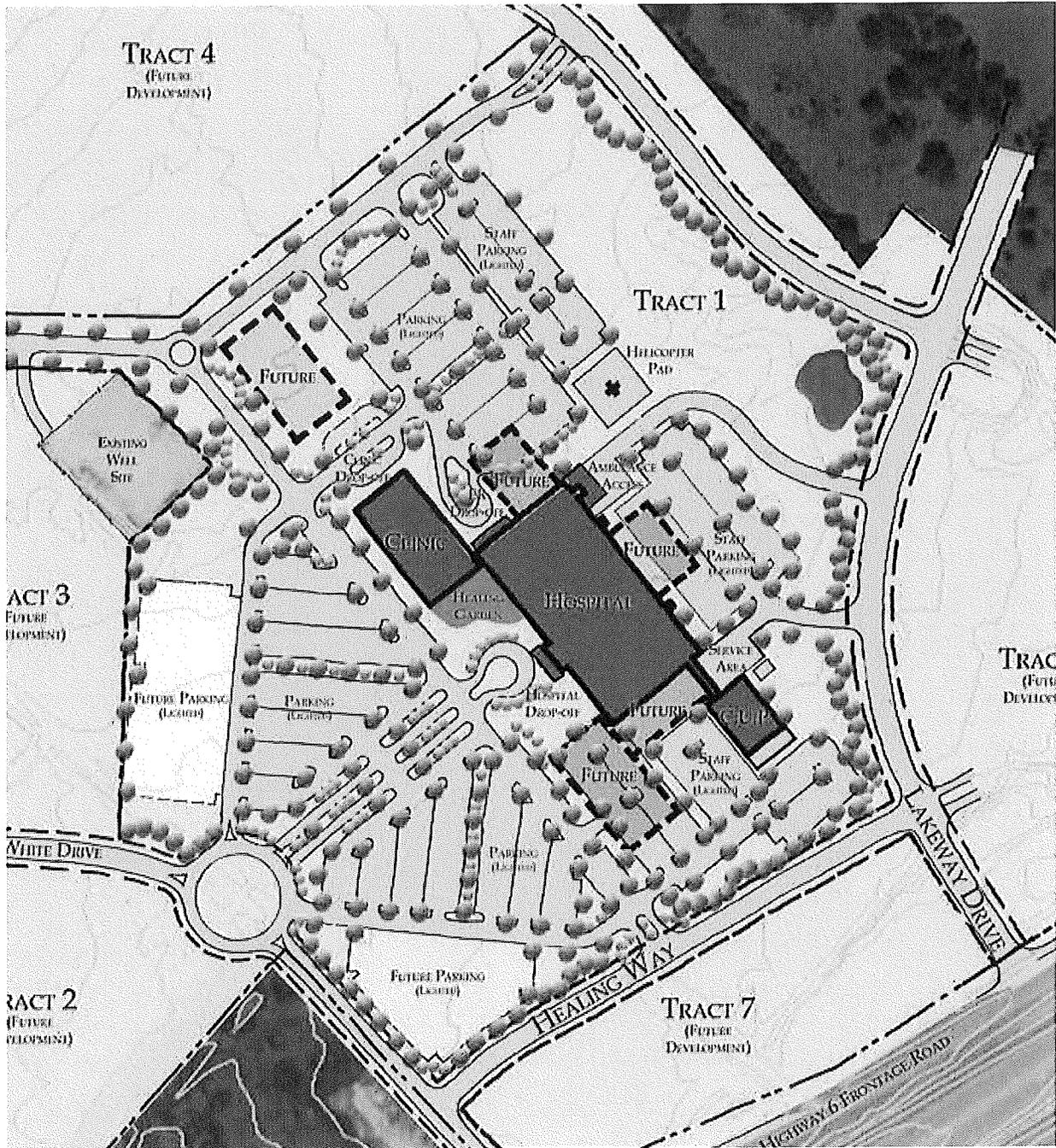


EXHIBIT "E"

SITE INFORMATION

TRACT 1: 39 +/- ACRES (PROPOSED HOSPITAL SITE)
TRACT 2: 7 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 3: 8 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 4: 11 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 5: 3 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 6: 13 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 7: 5 +/- ACRES (FUTURE DEVELOPMENT)
R.O.W.: 11 +/- ACRES (PROPOSED ROAD RIGHT OF WAYS)

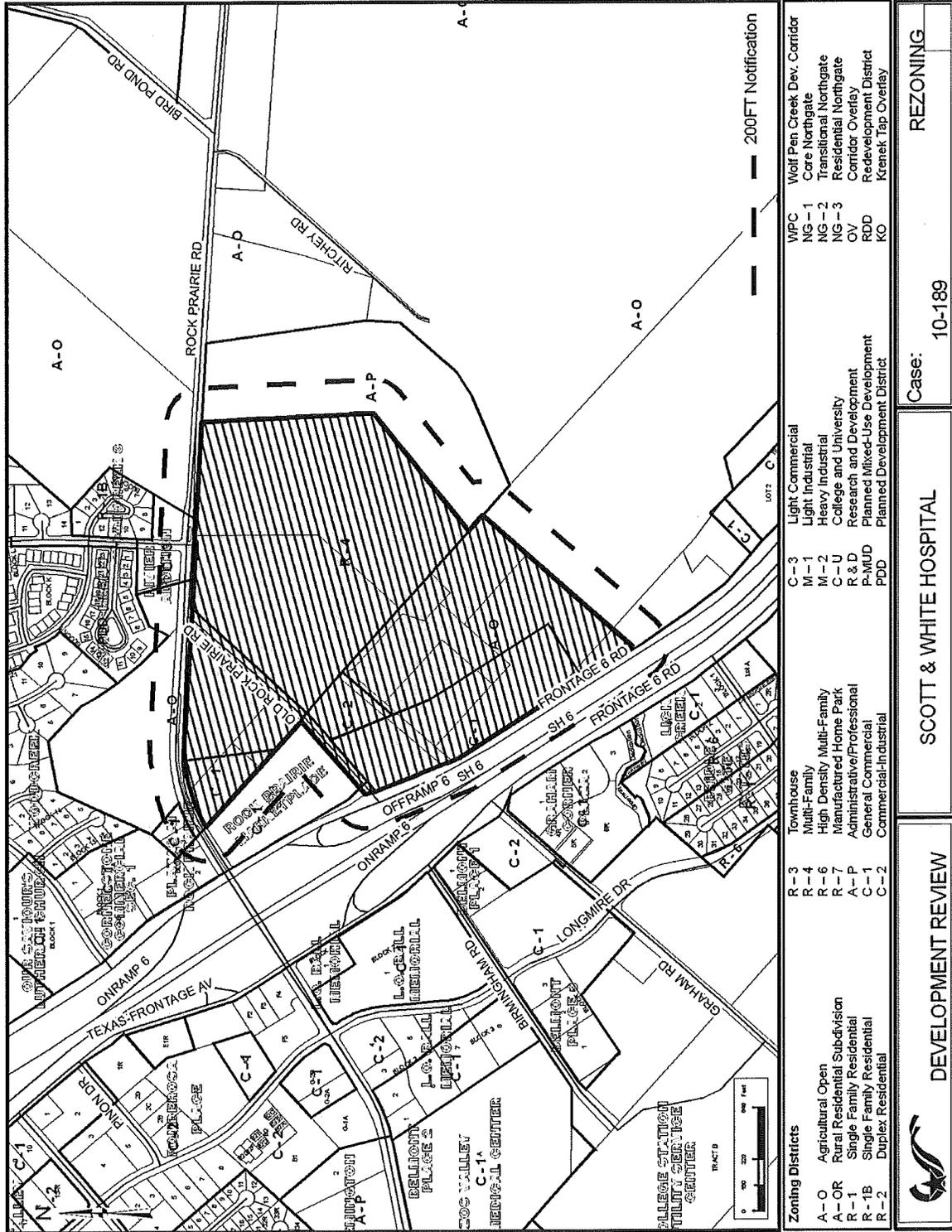
OVERALL: 97.9 ACRES

<u>DEVELOPER/APPLICANT:</u> SCOTT & WHITE 2401 SOUTH 31ST STREET TEMPLE, TEXAS 78508	<u>ENGINEER/PLANNER:</u> JACOBS 2705 BEE CAVE RD, SUITE 300 AUSTIN, TEXAS 78746
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NOTES:

- 1) EACH TRACT IS A BUILDING PLOT
- 2) NO ADDITIONAL ACCESS SHALL CONNECT TO ROCK PRAIRIE RD. OR HWY 6 FRONTAGE RD.

EXHIBIT "F"



Zoning Districts	Development Review	Case:	Rezoning
A-O Agricultural Open	DEVELOPMENT REVIEW	10-189	REZONING
A-OR Rural Residential Subdivision			
R-1 Single Family Residential			
R-1B Single Family Residential			
R-2 Duplex Residential			
R-3 Townhouse			
R-4 Multi-Family			
R-6 High Density Multi-Family			
R-7 Manufactured Home Park			
A-P Administrative/Professional			
C-1 General Commercial	SCOTT & WHITE HOSPITAL	10-189	REZONING
C-2 Commercial-Industrial			
C-3 Light Commercial			
M-1 Light Industrial			
M-2 Heavy Industrial			
C-U College and University			
R&D Research and Development			
P-MUD Planned Mixed-Use Development			
PDD Planned Development District			
WPC Wolf Pen Creek Dev. Corridor			
NG-1 Core Northgate	200FT Notification	REZONING	
NG-2 Transitional Northgate			
NG-3 Residential Northgate			
OV Corridor Overlay			
RDD Redevelopment District			
KO Krenek Tap Overlay			

EXHIBIT "G"
See Attached Scott & White Proposal

Planned Development District

Submitted to:



Prepared for:



2401 South 31st Street
Temple, Texas 76508

August 25, 2010

Revised:

October 11, 2010

October 25, 2010

October 28, 2010

November 12, 2010

Prepared by:

JACOBS™

2705 Bee Cave Road, Suite 300
Austin, Texas 78746

PROJECT DESCRIPTION

EXECUTIVE SUMMARY

Tract 1

A new, 330,000-square-foot (SF), five-story (plus mechanical penthouse), freestanding, 143-bed acute care Scott & White Hospital at College Station and a 10,000-square-foot (SF) Central Utility Plant (CUP) is planned at the Southeast intersection of Rock Prairie and Highway 6. The proposed Hospital tract (Tract 1) will encompass approximately 38.9-acres of the 97.9-acre site.

A separate 150,000-square-foot (SF), five-story, Clinic building is planned to be constructed adjacent to the Hospital. The future Clinic will connect to the Hospital northwest corner of the first level only.

The facility will have five use-categorized entries to the facility including a main entrance for visitors, a staff entry, a delivery entrance, an ambulance Emergency Department (ED) entrance and a walk-in ED entrance. There will be a circulation drive around the Hospital and clinic that will provide access from these primary entry points. Much of the required parking, 880 spaces (two per bed and four per 1,000 SF of clinic) will be inside of the circulation drive with minimal crossing of driveways.

The Hospital will be designed to accommodate expansion at a later date; a one-story expansion at the east side; a two-story expansion at the south side; and a three-story addition at the west end. In addition, a future clinic and/or medical office building is proposed for up to five stories east of the clinic. This future square footage will be approximately 350,000 square feet.

The bed units will be provide for: Intensive Care (ICU) providing continuous observation of high acuity patients; Neonatal Intensive Care (NICU) providing that same level of care for infants; Post Partum Unit; Intermediate Care Unit (IMCU); and Medical/Surgical (M/S) Unit. Patient rooms will be private and there will be a minimum of one isolation room per unit and two for every 24 beds in M/S.

The Hospital will contain required ancillary and support departments. The ED will contain exam rooms and treatment bays. Imaging will contain treatment modalities required for an acute care facility, including general radiology, CT and MRI. Space is allocated in the Hospital for a PET scanner. At opening this modality will be provided with a mobile unit. Along with eight operating rooms in the Surgical Department there will be cardiac catheterization labs, endoscopic procedure rooms and a procedure center for EEG's and EKG's. Laboratory and pharmacy space will be provided to support patient needs.

The hospital will contain a full-service kitchen to support the patients, staff and visitors and a dining room. The design will include kitchen and support equipment. Administrative services and an Education/ Conference Center will also be included. The 10,000 SF CUP will be in a separate structure adjacent to the Hospital.

Exterior materials of the front elevation's 2-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along 2 story lobby/waiting concourse. The stone pillars are 6 ft wide and occur along the concourse on 15 ft centers. The space between the pillars is recessed 18" and in-filled with glass curtain wall providing a regular pattern of articulation along the 2 story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building 3 ft continuing the articulation of the façade of the building.

The 30-foot horizontal module and the 16-foot floor-to-floor height allows for windows and door openings to work well with standard masonry dimensions at all levels. At the building base, the openings are recessed into the brick and stone. The 2-story lobby/waiting area will be the focal point for public interaction, with clinical patient areas designed to have animated features and varying heights working within the vertical and horizontal module.

Canopies will be simple horizontal elements with a metal panel fascia, serving as an icon that becomes recognizable at the public entries. This element will float over the length of the lobby area. Outdoor areas will include the healing garden and exterior waiting areas, featuring trellises to provide sun protection.

Tracts 2-7

These tracts will be available for future development and entitled by this PDD and will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.

- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.

CIVIL/ SITE

The development of this site will be subject to the rules and regulations established by the City of College Station except as amended here in this PDD; the Environmental Protection Agency (EPA); the Texas Commission on Environmental Quality (TCEQ); the Texas Department of Licensing and Regulation (TDLR); Rockford Energy, due to their lease rights of the existing oil well at the northeast corner of the site; Bryan Texas Utilities (BTU), College Station Electric (CS Electric) and Atmos Energy.

This project site is comprised of numerous existing tracts and an existing oil well within the site. The site has an existing road, Old Rock Prairie, which will be removed, and overhead electric lines running through the middle that will be relocated. It is covered with natural grass vegetation and has three buildings that will be demolished. No portion of the site is within existing Federal Emergency Management Agency (FEMA) floodplain.

The site topography falls from north to south with average slopes on the range of two percent to four percent. The soils and geotechnical site conditions have been described in a geotechnical report previously prepared. A revised geotechnical report and pavement recommendations will be prepared by Terracon who has been retained by the Owner.

Future neighbors include the residential subdivision to the north and undeveloped property to the east, neither of which currently have a direct connection to the proposed project.

Zoning

Current zoning will be changed to Planned Development District (PDD) utilizing a base zoning of C-1 (general commercial). The PDD zoning ordinance will be written to support variances to the base zoning of C-1 for a building height maximum of six stories, landscape, signage, lighting, thoroughfare plan and parking.

Thoroughfare Plan and Access

Access to the site will be provided from two existing roads, Rock Prairie Road and the northbound Highway 6 frontage road, as well as four proposed roads as required by the City's Thoroughfare Plan: Medical Avenue, Scott & White Drive, Healing Way, and Lakeway Drive as this site is within part of the City's Thoroughfare Plan.

Parking

Parking for the new development will be provided on surface parking lots. The main circulation drives will be heavy duty concrete or asphalt pavement and the parking areas will be light duty concrete or asphalt pavement. Driveways from public streets, loading areas, ambulance drives, service courts and paved areas under canopies will be concrete or asphalt pavement. At the time of site plan, all drives

are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

Stormwater

Stormwater runoff from these developed portions of the site will be collected in roof drains, area inlets and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to an earth-wall wet pond providing both detention and water quality. Detention is required in the City and providing water quality will be an added benefit to the environment. The wet pond will also serve as a source of landscape irrigation water thus ensuring re-use of the stormwater at least once.

Wastewater Service

Wastewater will be collected from the site through a system of gravity lines leading to a lift station, which will pump to an existing on-site manhole. The City has verified limited existing capacity for wastewater service to this site. The City is currently undertaking wastewater studies to master plan wastewater service for the entire system in this region.

Water Service

Initial meetings with City engineers have dictated the design of the water system, which is sized to serve the site with a looping water line around both the Hospital and Clinic. Proper placement of fire hydrants will meet the fire protection requirements necessary for this project. The fire lanes of at least 23 feet (face of curb) in width and parking lot radii of 25 feet will be provided to give adequate access to the new facilities. AS this site is part of a City Water Master Plan an 18 inch waterline will be installed along the Highway 6 frontage Road.

Electric Service

Routed across the site is Old Rock Prairie and overhead electric lines. The existing road will be abandoned but the overhead electric lines will be relocated. Both CS Electric and BTU have lines that must be relocated to the frontage road of Highway 6.

Natural Gas Service

This site is served by Atmos Energy. A new service line will be extended to the site along the frontage road of Highway 6. From this service line, a feed will be extended to serve the Hospital and clinic and a feed will be extended to the CUP.

Telecommunications Service

This site is served by Suddenlink and all components to serve this site will be installed to their standards.

LANDSCAPE

The design focus for the project will be to provide landscaped entries, landscape areas defining parking areas, and islands within the parking lots with shade trees and lining pedestrian isles. In addition, irrigation may be provided through the collection of rainwater harvesting and air conditioning condensation collection and distributed in best management practices for irrigation system to reduce water costs.

Project design elements include planting a Texas vernacular landscape utilizing native and adaptive native plant material, the use of indigenous hardscape materials, such as Austin Stone and decomposed granite. Other hardscape materials will be proposed, such as concrete or concrete pavers, cast stone planters of various sizes to display seasonal color, water features (either self contained pumping system or pool design), and tree grates for planting trees in pavement. These materials will create shaded walkways, benches for the exterior of the building, arbors in the courtyards and moveable tables and chairs to provide seating for the courtyard spaces.

At least two proposed courtyard spaces located adjacent to the proposed Hospital building are being planned at easily accessible locations for patients, their families and staff. The courtyards will be designed to address the needs of this special user group and pedestrian flow patterns. The main areas of this design focus include a healing garden and outdoor waiting plazas.

WAYFINDING

A complete wayfinding package will be developed to meet Scott & White standards.

Exterior sign types include, but not limited to, an illuminated entry monument, secondary monument, primary hospital building mounted identification, building top identification logo, emergency identification on building, vehicular and pedestrian directional signage, and parking lot identification.

Interior sign types include, but not limited to, information kiosk, mission statement, building directory host, directionals, room identification, room numbers, restroom identification, interpretative services sign, elevator fire evacuation and stair identification.

DEVELOPMENT STANDARDS

The development of this site will be subject to the rules and regulations established by the City of College Station for the C-1 Base Zoning except as amended here:

Article 5. District Purpose Statements and Supplemental Standards

5.3 Non-Residential Zoning Districts

B. General Commercial (C-1)

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

5.4 Non-Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise identified in this UDO:

Non-Residential Zoning Districts	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. St. Side Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 Stories (96 feet)	2 Stories (30 feet)	2 Stories (30 feet)	4 Stories (50 feet) (D)	2 Stories (C)	4 Stories (50 feet)	4 Stories (50 feet)

Notes:

(A) A minimum side setback of 7.5 feet shall be required for each building or group of contiguous buildings.

(B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or separated by a dedicated public right-of-way or easement of at least 15 feet in width.

(C) See Section 7.1.H, Height. (below)

(D) Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

5.5 Planned Districts (P-MUD and PDD)

A. The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:

1. A maximum choice in the type of environment for working and living available to the public;
2. Open space and recreation areas;
3. A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
4. A creative approach to the use of land and related physical development;
5. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
6. An environment of stable character in harmony with surrounding development; and

7. A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

C. Planned Development District (PDD)

The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

Article 6. Use Regulations

6.2 Types of Use

C. Use Table

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.3, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.2, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE Specific Uses	Non-Residential Districts						
	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
RESIDENTIAL							
Boarding & Rooming House							
Extended Care Facility / Convalescent / Nursing Home	P	P	P	P	P	P	P
Dormitory							
Duplex							
Fraternity / Sorority							
Manufactured Home							
Multi-Family							
Multi-Family built prior to January 2002							
Single-Family Detached							
Townhouse							
PUBLIC, CIVIC AND INSTITUTIONAL							
Educational Facility, College & University	P	P	P	P	P	P	P
Educational Facility, Indoor Instruction	P	P	P	P	P	P	P

Educational Facility, Outdoor Instruction	P					P	
Educational Facility, Primary & Secondary		P	P	P	P	P	P
Educational Facility, Tutoring				P	P	P	P
Educational Facility, Vocational / Trade	P			P	P	P	P
Governmental Facilities		P	P	P	P	P	P
Health Care, Hospitals	P					P	
Health Care, Medical Clinics	P	P	P	P	P	P	P
Parks		P	P	P	P	P	P
Places of Worship		P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL							
Agricultural Use, Barn or Stable for Private Stock							
Agricultural Use, Farm or Pasturage							
Agricultural Use, Farm Product Processing							
Animal Care Facility, Indoor		P	P	P	P	P	P
Animal Care Facility, Outdoor							
Art Studio / Gallery		P	P	P	P	P	P
Car Wash						p*	p*
Commercial Garden / Greenhouse / Landscape Maint.						p*	p*
Commercial Amusements		C	C			p*	p*
Conference / Convention Center						P	
Country Club						P	
Day Care, Commercial		P	P	P	P	P	P
Drive-in / thru window		p*#	p*+	p*+	p*	P	P
Dry Cleaners & Laundry		p*	p*	p*		P	P
Fraternal Lodge						P	
Fuel Sales						p*	p*
Funeral Homes							
Golf Course or Driving Range							
Health Club / Sports Facility, Indoor		p#	p+	p+		P	P
Health Club / Sports Facility, Outdoor						P	
Hotels						P	P
Night Club, Bar or Tavern						C	C
Offices	P	P	P	P	P	P	P
Parking as a Primary Use					C	P	
Personal Service Shop		P	P	P	P	P	P
Printing / Copy Shop		P	P	P	P	P	P
Radio / TV Station / Studios				P	P	P	P
Restaurants		P	P			P	P
Retail Sales - Single						P	P

Tenant over 50,000 SF							
Retail Sales and Service		p*	p*	p*		p*	p*
Retail Sales and Service - Alcohol		p*	p*	p*		p*	p*
Sexually Oriented Business (SOB)							
Shooting Range, Indoor							
Theater						P	P
Retail Sales, Manufactured Homes							
Storage, Self Service						P	
Vehicular Sales, Rental, Repair and Service						p*	
Wholesales / Services							
Bulk Storage Tanks / Cold Storage Plant							
Industrial, Light							
Industrial, Heavy							
Recycling Facility - Large							
Salvage Yard							
Scientific Testing / Research Laboratory	P	P	P	P	P	P	P
Storage, Outdoor - Equipment or Materials							
Truck Stop / Freight or Trucking Terminal							
Utility		p*	p*	p*	p*	p*	p*
Warehousing / Distribution							
Waste Services							
Wireless Telecommunication Facilities - Intermediate	p*						
Wireless Telecommunication Facilities - Major				C	C	C	C
Wireless Telecommunication Facilities - Unregulated		P	P	P	P	P	P

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

** District with Supplemental Standards (Refer to Article 5).

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health clubs are limited to 20,000 s.f. and Drive-in / thru windows shall be limited to only the area identified as C-1 Zoning.

6.4 Accessory Uses

A. Accessory Uses

Accessory uses are allowed with permitted, established primary structures and uses subject to the following:

1. The use or structure is subordinate to and serves a primary use or principal structure;
2. The accessory use shall be subordinate in area, extent, and purpose to the primary use served;
3. The accessory use shall contribute to the comfort, convenience, or necessity of occupants of the primary use served;
4. The accessory use shall be located within the same zoning district as the primary use is permitted; and

5. Accessory uses located in residential districts shall not be used for commercial purposes other than permitted home occupations.

B. Accessory Structures

1. No accessory structure shall be erected in any required setback area. Excluded from this requirement is any portable storage building or structure if the Building Official has determined that it does not require a Building Permit.
2. On lots with approved rear access all setbacks shall be measured from the nearest boundary of the access easement or alley. On all other lots rear setbacks shall be measured from the rear property line. In no event shall more than 30 percent of the rear yard area (that portion of the yard between the rear setback line of the principal structure and the rear property line) be covered with accessory buildings, structures, or uses.
3. The following restrictions shall apply to accessory buildings, structures, or uses other than garages, carports, and living quarters for family or servants:
 - a. A minimum rear setback of 15 feet; and,
 - b. A maximum building eave height of eight feet (8').

Article 7. General Development Standards

7.1 General Provisions

D. Required Yards (Setbacks)

3. Features Allowed Within Required Yards

The following features may be located within a required yard but may be subject to additional regulations applied herein:

- o. Signage as indicated on the Proposed Signage Plan Exhibit.

H. Height

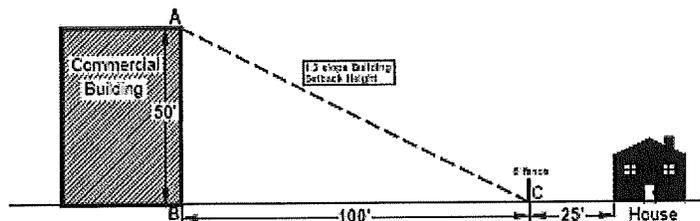
1. Building Height

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

- a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;
- b. The highest point of a mansard roof; or
- c. The highest point of the coping of a flat roof.

2. Single Family Protection

- a. With the exception of Tract 1, no multi-family or nonresidential structure shall be located nearer to any property line adjacent to or across the street from a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below.



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this PDD, the height limitations herein shall not apply to any of the following:

- 1) Utility structures such as elevated water storage tanks and electrical transmission lines;
- 2) Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than 33 percent of the area of the roof; or
- 3) Residential radio/television receiving antennas.

3. Maximum Building Heights

- a. Tract 1: 6 stories (96 feet)
- b. Tract 2: 2 stories (30 feet)
- c. Tract 3: 2 stories (30 feet)
- d. Tract 4: 4 stories (50 feet); Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to tract 1 shall be allowed to be up to 4 stories.
- e. Tract 5: per UDO A-P zoning requirements.
- f. Tract 6: 4 stories (50 feet)
- g. Tract 7: 4 stories (50 feet)

7.2 Off-Street Parking Standards

B. Off-Street Parking Spaces Required

2. Where off-street parking facilities are provided in excess of the minimum amounts specified by this Section, or when off-street parking facilities are provided but not required, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space as specified in this Section.

C. Dimensions and Access

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine by eighteen feet six inches (9' x 18'-6") and each stall shall be striped. This standard shall apply for off-street parking for all uses.
2. An 18-foot paved space (90 degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four feet (4'). An 18-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six feet.
5. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall, or stripe to stripe.

PARKING SPACE AND AISLE DIMENSIONS

	A	B	C	D		E	F	
	Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
				One way	Two way		One way	Two way
All Tracts	90	9 feet	18.5 feet	23.0 feet	23.0 feet	9.0 feet	60	60

E. Interior Islands

1. All interior islands shall be evenly distributed throughout the interior of the parking area.
2. For every fifteen (15) interior parking spaces, 180 square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than 180 square feet. Interior islands may have sidewalks through them.

I. Number of Off-Street Parking Spaces Required

8. When the developer of a large-scale development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the

development. Such a reduction in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. The balance of the land necessary to meet these requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand;

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Day Care Center	250 s.f.	.8	
Hospital	As determined by the Administrator	2/Bed	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	.8	
Office Building	250 s.f.	.875	

"s.f." = square footage.

* All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** No more than 25% of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in C-1 or C-3 and 1:350 in C-2) unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of 25%.

***Any allowed uses not listed above shall refer to the City's UDO for parking requirements and may be reduced by 20%.

K. Alternative Parking Plans

2. Applicability

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.

7.3 Access Management and Circulation

C. Driveway Access Location and Design

2. Location of Driveway Access

Driveway locations shall be as shown on the PDD Concept Site Plan for Tract 1 & 4.

7. Geometric Design of Driveway Access

e. The maximum width of commercial driveway approaches for two-way operation shall not exceed thirty-six feet (36') of pavement, except that the Administrator may issue permits for driveway approaches greater than thirty-six feet (36') in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four feet (24') of pavement.

7.4 Signs

C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Apartment/Condominium/ Manufactured Home Park Identification Signs							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X
Attached Signs	X	X	X	X	X	X	X
Commercial Banners		X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X
Directional Traffic Control Signs	X	X	X	X	X	X	X
Freestanding Signs	X	X	X			X	X
Home Occupation Signs							
Low Profile Signs	X	X	X	X	X	X	X
Non-Commercial Signs		X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X
Roof Signs	X					X	X

D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

3. Inflated signs, pennants, tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.P, Grand Opening Signs and Section 7.4.U, Special Event Signs.
5. Excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).

F. Sign Standards

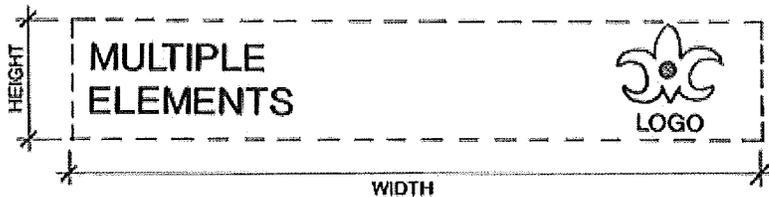
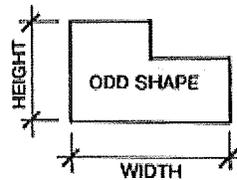
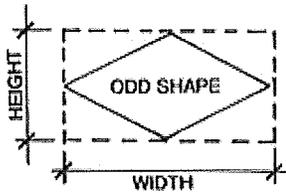
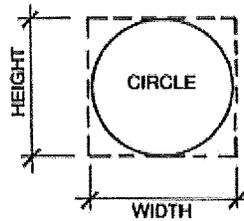
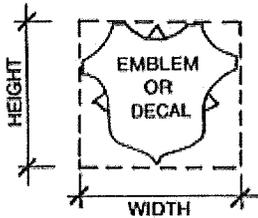
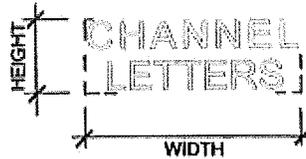
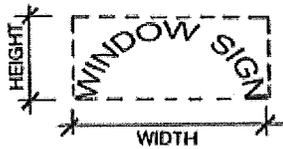
The following table summarizes the sign standards for the City of College Station:

Sign Type	Maximum Area (s.f.)*		Maximum Height (ft.)		Setback From ROW (ft.)		Number Allowed	
	Tract 1	Tracts 2-7						
Area Identification Signs	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	16 feet.	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	per UDO
Attached Signs								
Development Signs								
Residential /Collector Street								
Arterial Street								
Freeway (As designated on Thoroughfare Plan)								
Directional Traffic Control Signs								
Freestanding Signs								

Low Profile Signs (In lieu of permitted Freestanding Sign)								
Real Estate, Finance, and Construction Signs								
Up to 150-foot frontage								
Greater than 150-foot frontage								
Roof Signs								

* Except as provided for in Section 7.4.N.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.



G. Area Identification and Subdivision Signs

1. Area Identification Signs shall be permitted upon private property in any zone to identify multiple-lot subdivisions of 10 to 50 acres in size and subject to the requirements set forth in Section 7.4.F, Sign Standards above. Area Identification Signs may also be used within a large subdivision to identify distinct areas within that subdivision, subject to the requirements in Section 7.4.F, Sign Standards above.

3. Both Area Identification and Subdivision Signs must be located on the premises as identified by a preliminary or master preliminary plat of the subdivision. Subdivision Signs will be permitted only at major intersections on the perimeter of the subdivision (intersection of two collector or larger streets). At each intersection either one or two Subdivision Signs may be permitted so long as the total area of the signs does not exceed 150 square feet. Flags may be utilized in place of a Subdivision Identification Sign, but the overall height shall not exceed 20 feet and 25 square feet in area in a residential zone and 35 feet in height and 100 square feet in area in industrial or commercial districts.

L. Directional Traffic Control Sign

1. Directional Traffic Control Signs may be utilized as traffic control devices in off-street parking areas subject to the requirements set forth in Section 7.4.F, Sign Standards above.
2. For multiple lots sharing an access easement to public right-of-way, there shall be only one directional sign located at the curb cut.
3. Logo or copy shall be less than 50% of the sign area.
4. No Directional Traffic Control Sign shall be permitted within or upon the right-of-way of any public street unless its construction, design, and location have been approved by the City Traffic Engineer.

M. Flags

1. One freestanding corporate flag per premise, not to exceed 35 feet in height or 100 square feet in area, is allowed in multi-family, commercial, and industrial districts.
2. Flags used solely for decoration and not containing any copy or logo and located only in multi-family, commercial, and industrial districts or developments are allowed without a permit. In multi-family developments, such flags will be restricted to 16 square feet in area. In all permitted zoning districts such flags will be restricted to 30 feet in height, and the number shall be restricted to no more than 6 flags per building plot.

N. Freestanding Commercial Signs

1. Any development with over 75 linear feet of frontage will be allowed one Freestanding Commercial Sign. All Freestanding Commercial Signs shall meet the following standards:

a. Allowable Area

Allowable Area For Freestanding Signs		
Frontage (Feet)	Maximum Area (s.f.)	
	Tract 1	Tracts 2-5
0-75	As per Conceptual Site Sign Location Plan	Per UDO
76-100		
101-150		
151-200		
201-250		
251-300		
301-350		
351-400		
401-450		
451-500		
501-550		
551-600+		

d. Allowable Height

- 1) The allowable height of a Freestanding Commercial Sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two. No Freestanding Commercial Sign shall exceed 35 feet in height.
- 2) For the purposes of this Section, height of a sign shall be measured from the elevation of the curb or pavement edge.

3) For the purposes of this Section, the distance from curb shall be measured in feet from the back of curb or pavement edge to the nearest part of the sign.

5. A premise with more than 150 feet of frontage shall be allowed to use one Freestanding Commercial Sign or any number of Low Profile Signs as long as there is a minimum separation between signs of 150 feet. In lieu of one Low Profile Sign every 150 feet, hospital uses may have one low profile sign located at each driveway.

7. No more than one Freestanding Commercial Sign shall be allowed on any premises except when the site meets one of the following sets of criteria:

- a. The building plot, as recognized on an approved Plat or Site Plan, must be 25 acres or more in area with at least 1,000 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) toward which one additional Freestanding Commercial Sign may be displayed (see diagram below); or
- b. The Building plot, as recognized on an approved Plat or Site Plan, must be 15 acres or more in area with at least 600 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) and the site must have additional frontage on a street classified as a minor arterial or greater on the Thoroughfare Plan, toward which the additional Freestanding Commercial Sign may be displayed.

T. Roof Signs

1. Signs mounted to the structural roof shall be regulated as Freestanding Commercial Signs.

7.5 Landscaping and Tree Protection

C. Landscaping Requirements

1. The landscaping requirements shall be determined on a point basis as follows:

- a. Minimum Landscape Points required: 30 points per 1,000 square feet of site area;
 - 1) Tract 1 requires 50,874 points $[(1,695,791/1000 * 30)]$
 - 2) Tracts 2-7 per UDO6 has no required landscaping

6. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs shall be permitted.

D. Streetscape Requirements

1. The streetscaping requirements shall be determined along all major arterials, freeways, and expressways as follows:

- a. Within 50 feet of the property line along the street, one canopy tree for every 25 linear feet of frontage shall be installed. Two non-canopy trees may be substituted for each one canopy tree;

1) Tract 1:

Rock Prairie frontage requires 4 canopy trees (102 l.f./25)

2) Tracts 2-7:

Per UDO

- b. Canopy and non-canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired; and

- c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

2. The streetscaping requirements shall be determined along all other roadways by the following:

- a. Within 50 feet of the property line along the street, one canopy tree for every 32 feet of frontage shall be installed. Two non-canopy trees may be substituted for one canopy tree;

1) Tract 1:

Medical Avenue frontage requires 25 canopy trees (799 l.f./32)

Scott & White Drive frontage requires 27 canopy trees (867 l.f. /32)

Lakeway Drive frontage requires 26 canopy trees (828 l.f./32)
Healing Way frontage requires 29 canopy trees (914 l.f./32)

2) Tracts 2-7:
Per UDO

- b. Canopy and non-canopy trees must be selected from the Administrator's Streetscape Plant List and may be grouped as desired; and
- c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

3. Three hundred additional landscape points shall be required for every 50 linear feet of frontage on a right-of-way. Driveway openings, visibility triangles, and other traffic control areas may be subtracted from total frontage. The additional landscape points can be dispersed throughout the site.

- a. Tract 1 requires an additional 21,060 points [(3,510 l.f./50) * 300]
- b. Tracts 2-7 per UDO

7.9 Non-Residential Architectural Standards

B. Standards for All Non-Residential Structures

The following table summarizes the Non-Residential Architectural Standards for the City of College Station:

3. Building Materials

5) Stainless steel, chrome, standing seam metal and premium grade architectural metal may be used as an architectural accent and shall not cover greater than thirty percent (30%) of any façade for Tract 1 and 15% for Tracts 2-7. For Tracts all of 2-3 & 5, and within 400 feet of Rock Prairie Road of tract 4 the building architecture, styles and façades of the structures will be similar to and consist of similar materials as those present in the subdivisions across Rock Prairie Road (Stonebrook, etc), The pitch will be a minimum of 4:12, or as approved by the City's design review board.

D. Additional Standards for 20,000 S.F. or Greater

In addition to the standards set out in Section 7.9.B, the following shall apply to any single building or combinations of buildings of 20,000 gross square feet in area, whether connected or not, but determined to be a single building plot.

E. Additional Standards for 50,000 S.F. or Greater

In addition to the standards set out in this Section 7.9.B and 7.9.D, the following shall apply to any single building or combinations of buildings of 50,000 gross square feet in area or greater, whether connected or not, but determined to be a single building plot.

3. Landscaping

These requirements are in addition to and not in lieu of the requirements established in Section 7.5 Landscaping and Tree Protection.

- a. The minimum required landscape points for a site shall be double (2 x minimum landscape points) of that required for developments of less than 50,000 gross square feet in area. The minimum allowable tree size is two inch (2") caliper. Streetscape point requirements remain the same and shall count toward the landscape point requirement.
 - 1) Tract 1 requires a total 122,808 points (50,874*2 + 21,060)
 - 2) Tracts 2-7 per UDO
- b. Trees are required along fifteen percent (15%) of the linear front of any façade facing a public right-of-way and shall include a minimum of one (1) canopy tree for every required six feet (6') in length. Non-canopy trees may be substituted in the tree wells provided that the number required shall be doubled. This landscaping shall count toward the overall landscape requirement.

Trees may be at grade or may be raised a maximum of thirty inches (30") in height, so long as the soil is continuous with the soil at grade. If the trees are located within interior

parking islands, then the islands shall not count toward the required interior parking islands as described in Section 7.2.E Interior Islands.

F. Additional Standards for 150,000 S.F. or Greater

In addition to the standards set out in Sections 7.9.B, 7.9.D, and 7.9.E, the following shall apply to any single building or combinations of buildings of 150,000 gross square feet in area or greater, whether connected or not but determined to be a single building plot.

3. The minimum allowable tree size is two and one half inches (2.5") caliper.

4. All parking areas must be screened from the public right-of-way using berms without exception for parking areas within 100 feet of the public right of way. Parking areas beyond 100 feet from the public right of way may choose to not provide berms so long as the area between the right of way and parking is open space area.

7.10 Outdoor Lighting Standards

It is recognized that no design can eliminate all ambient light from being reflected or otherwise being visible from any given development; however, the following requirements shall be followed to the fullest extent possible in order to limit nuisances associated with lighting and resulting glare.

All lighting within each Tract shall meet the requirements of this Section.

A. Site Lighting Design Requirements

1. Fixture (luminaire)

The light source shall not project below an opaque housing. No fixture shall directly project light horizontally.

2. Light Source (lamp)

Only incandescent, florescent, metal halide, mercury vapor, or color corrected high pressure sodium may be used. The same type must be used for the same or similar types of lighting on any one site throughout any master-planned development.

3. Mounting

Fixtures shall be mounted in such a manner that the projected cone of light does not cross any property line.

a. Tracts 2 thru 5 shall be limited to a maximum mounting height of 12 feet.

b. Tracts 1, 6 & 7 shall be limited to a maximum mounting height of 30 feet.

B. Specific Lighting Requirements

1. Façade and flagpole lighting must be directed only toward the façade or flag and shall not interfere with the night-visibility on nearby thoroughfares or shine directly at any adjacent residential use.

2. All lighting fixtures incorporated into non-enclosed structures (i.e., gas pump canopies, car washes, etc.) shall be fully recessed into the underside of such structures.

7.12 Traffic Impact Analyses

A TIA has been submitted for the Proposed PDD Concept Plan, and was prepared according to the methodology approved by the City.

Article 8. Subdivision Design and Improvements

8.2 General Requirements and Minimum Standards of Design

A. Urban Standards

17. Drainage

All drainage shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications, Chapter 13 Flood Hazard Protection Ordinance* and all applicable state and federal requirements.

Even though the City of College Station does not have a water quality requirement, we will still be providing water quality via a Wet Pond. This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TSS) removal efficiency. In addition to providing water quality the pond will also detain the 2, 10, 25, and 100 year storm events. The pond will also serve as an aesthetic landscape feature, and serve as the main focal point as you enter the site.

Site Design Minimum Standards for Commercial and Multi-Family Projects

Sign Standards

Sign Visibility

As per Preliminary Site Sign Locations Plan for Tract 1.

Bryan/College Station Unified Design Guidelines, 2009, Streets and Alleys

Table V

- Minor Collectors (Scott & White Drive, Medical Avenue, Healing Way) Right-of-Way width shall be 60 feet.
- Major Collector (Lakeway Drive) Right-of-Way width shall be 80 feet.

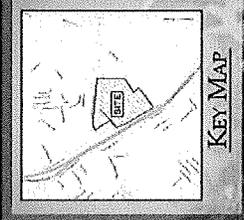
SITE INFORMATION

TRACT 1: 39 +/- ACRES (Proposed Hospital Site)
 TRACT 2: 7 +/- ACRES (Future Development)
 TRACT 3: 8 +/- ACRES (Future Development)
 TRACT 4: 11 +/- ACRES (Future Development)
 TRACT 5: 3 +/- ACRES (Future Development)
 TRACT 6: 13 +/- ACRES (Future Development)
 TRACT 7: 5 +/- ACRES (Future Development)
 ROWS: 11 +/- ACRES (Proposed ROW Right of Way)
 OVERALL: 97.9 ACRES

DEVELOPER/APPLICANT:
 SCOTT & WHITE
 2401 SOUTH 31ST STREET
 TEMPLE, TEXAS 78768

ENGINEER/PLANNER:
 JACOBS
 2705 BEL CANYE RD, SUITE 300
 AUSTIN, TEXAS 78746

NOTES:
 1) EACH TRACT IS A BULKING PLOT
 2) NO ADDITIONAL ACCESS SHALL CONNECT TO ROCK PRAIRIE RD. OR HWY 6 FRONTAGE RD.



SCALE: 1" = 100'

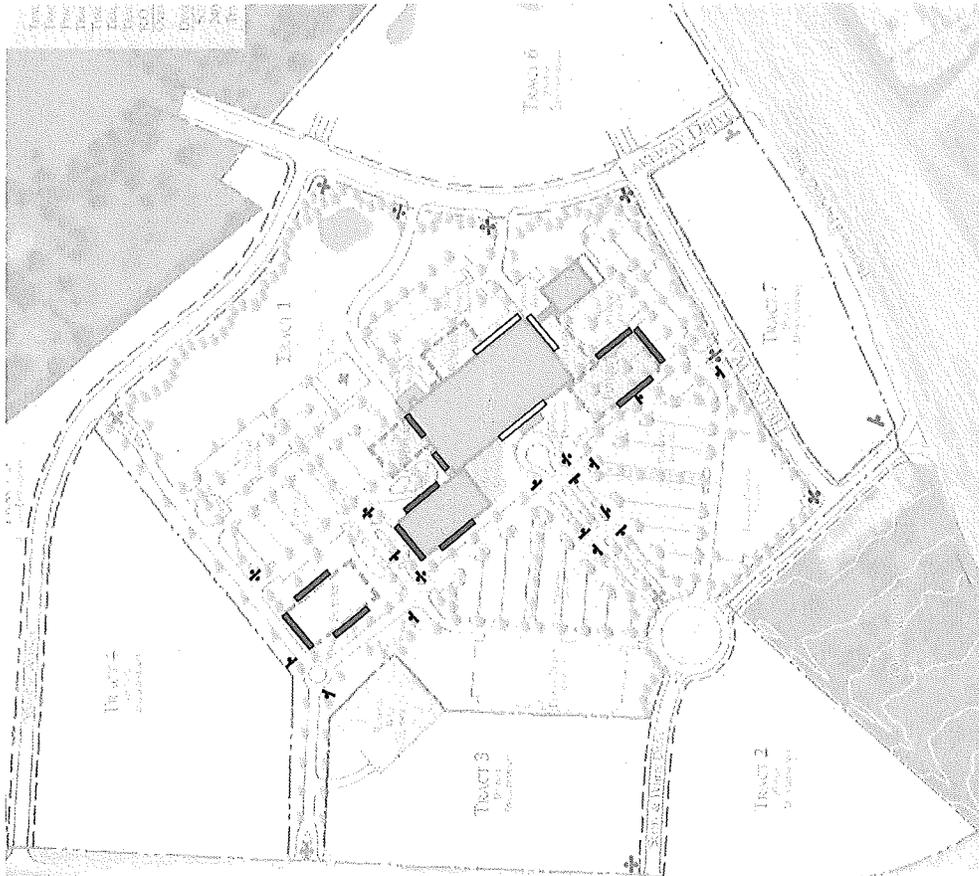
JACOBS
 AECOM
 OCTOBER 25, 2010

SCOTT & WHITE HOSPITAL - COLLEGE STATION, TEXAS
 CONCEPTUAL PDD SITE PLAN



Site Plan : NTS

Note: Building footprint and sign locations shown are preliminary



Sign Type	Size	Qty.	Square Ft per location
Primary Identification	16'h x 10'w	3	160 sq. ft. ea.
Secondary Identification	9'- 9"h x 6'- 6"w	4	63 sq. ft. ea.
Tertiary Identification	9'- 3"h x 4'- 3"w	1	40 sq. ft. ea.
Vehicular Directional	5'- 3"h x 4'- 9"w	4	25 sq. ft. ea.
Hospital Building Identification Logo and Name	4'- 0"h x 48' Letters & 10' x 10' logo	3	600 sq. ft.± ea.
Hospital Building Logo	10' x 10' logo	1	100 sq. ft. ea.
Hospital Emergency Identification	1'-6"h x 20' letters	1	30 sq. ft. ea.
Clinic & Future Building Identification	2'-0"h x 18' letters	6	36 sq. ft. ea.
Vehicular Directional (Less visible from Public Right of Way)	5'- 3"h x 4'- 9"w	17	25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

Jankedesign
#512.229.8243 E:512.229.6195
10000 N. Loop West, Suite 1470
Dallas, Texas 75242

Prepared for: Jacobs

Preliminary
11 Oct 2010

Issue: PDD Documentation
Date: Oct 11, 2010
Scale: NTS

Preliminary Site Sign Locations

G | 1.0

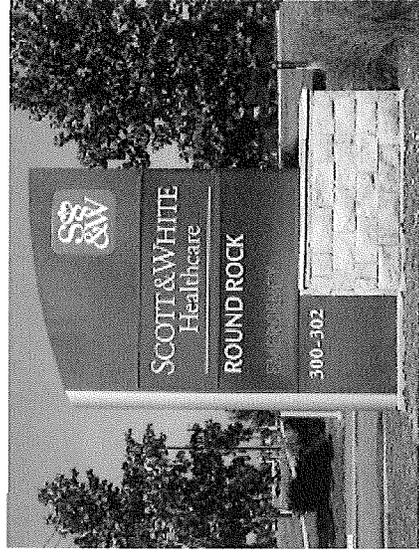
Signage Examples



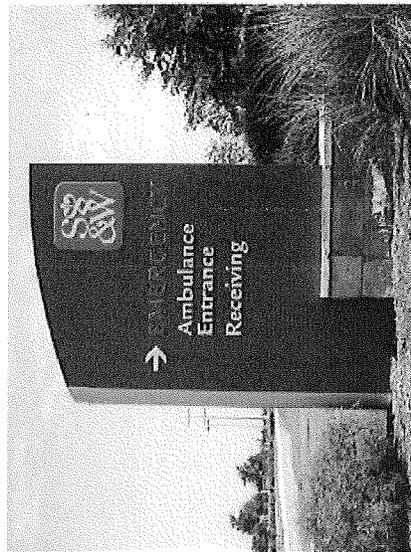
Hospital Building Identification
9'-9" H. x 6'-6" W - 63 sq. ft.



Hospital Building Logo
10' x 10' - 100 sq. ft. (estimated)



Primary Identification Sign
16' H. x 10' W - 160 sq. ft.



Secondary Identification Sign
9'-9" H. x 6'-6" W - 63 sq. ft.



Tertiary Identification Sign
9'-3" H. x 4'-3" W - 40 sq. ft.



Vehicular Directional Sign
5'-3" H. x 4'-9" W - 25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

JKD
512.239.8900 & 512.239.9188
#1100 W. 8th St., Austin, TX 78703
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Jankedesign

Notes:
1. Clinic Building Identification example not shown.
2. Wayfinding messages and project name to vary.

Preliminary
11 OctY 2010

Issue: PPD Documentation
Date: Oct 11, 2010
Scale: N/A

Scott & White Signage
Examples

G | 2.0

November 22, 2010
Regular Agenda Item No. 2
Scott & White Healthcare Real Estate Contract and Conveyance

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion and possible action regarding a real estate contract and the conveyance of approximately 30 acres of property between the College Station Independent School District, the City, the Research Valley Partnership and Scott & White Healthcare.

Relationship to Strategic Goals: Goal III.1 Promote knowledge-based businesses.

Recommendation(s): Staff recommends that Council approve the conveyance of the 30 acre parcel of property to the Research Valley Partnership for ultimate transfer to Scott & White Healthcare.

Summary: On October 1, 2010, the College Station Independent School District (CSISD) approved selling 30 acres of property located at Rock Prairie Road and State Highway 6 to the City of College Station. Furthermore, the City Council approved the real estate contract on October 6, 2010 and ultimately received the property on November 17, 2010.

The area in and around the property, known as the Thomas Carruthers League, Abstract No. 9, College Station, Brazos County, Texas, has been generally identified as a part of the City's Medical Corridor and the ultimate acquisition and development of the subject property by Scott & White Healthcare will result in the construction of a new hospital, medical clinic, and other medically related facilities.

Upon the City Council's approval of the real estate contract to convey the property to the RVP as considered under this item, the RVP will accept the land and committed to enter into a real estate contract to convey the property to Scott & White Healthcare at the RVP Board of Directors meeting on November 17, 2010. Scott & White healthcare will be the end developers of the referenced property.

Budget & Financial Summary: The net effect of this transaction is budget neutral as the purchase and sale of the property, in the amount of \$4,020,000, is to be paid entirely by Scott & White Healthcare.

Attachments:

- 1) Real Estate Contract between the City and the RVP

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("Contract" and/or "Agreement") is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("Seller" or the "City"), and the RESEARCH VALLEY PARTNERSHIP, a Texas non-profit corporation ("Buyer" or "RVP"), upon the terms and conditions set forth herein.

RECITALS

- A. Whereas, the City is currently under contract with the College Station Independent School District ("CSISD") dated _____, 2010, to purchase approximately thirty (30.00) acres of real property situated on Rock Prairie Road, east of Texas Highway 6 South, in College Station, Brazos County, Texas, and more particularly described in Article I below (the "**Property**"); and
- B. Whereas, the City has identified the geographic area in and around the Property as an area of the City that would be appropriately developed as a hospital or medical care corridor ("**Medical Corridor**"); and
- C. Whereas, the City desires that the Property be acquired and developed as a part of the Medical Corridor; and
- D. Whereas, the City wants to have the Property developed pursuant to a contract with RVP; and
- E. Whereas, RVP is prepared to facilitate the acquisition and development of the Property as a part of the Medical Corridor, and is prepared to do so by selling the Property to Scott & White Healthcare ("**S&W**"), for the construction of a hospital and other related medical facilities and office complexes; and
- F. Whereas, the City has determined that the ultimate acquisition and development of the Property through RVP and by S&W will serve a public purpose and significantly advance the Medical Corridor concept in the City of College Station; and
- G. Whereas, pursuant to Section 272.001 of the TEXAS LOCAL GOVERNMENT CODE, without following the notice and bidding procedures of Section 272.001, the City may convey the Property to the RVP, an independent foundation, to facilitate the development of the Medical Corridor; and
- H. Whereas, in furtherance of the above described public purpose, RVP will transfer the Property to S&W for the development and construction of a hospital and related medical facilities and office complexes; and
- I. Whereas, these Recitals accurately express the intent of the Buyer and the Seller, and as such, these Recitals are intended to be incorporated into and made a part of this Agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, and on the basis of the permitted procedures described in these Recitals, the Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Upon closing the Real Estate Contract referenced in Recital A above, Seller agrees to sell and convey and BUYER agrees to purchase the following interests in property being all that certain 30.00 acre tract or parcel of land, lying and being situated in the Thomas Carruthers League, Abstract No. 9, College Station, Brazos County, Texas, and being the same property described in that certain Warranty Deed dated March 8, 1988, from Grantor First Republicbank A&M to Grantee College Station Independent School District and being recorded at Volume 1033, Page 534, of the Official Records of Brazos County, Texas and being more particularly described on Exhibit "A" attached hereto and made a part hereof hereinafter referred to as the "Property".

1.2 This Contract by Seller to sell the Property is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of Seller's representative to this Contract.

1.3 This Contract by Buyer to purchase the Property is subject to approval by the Board of Directors of the RVP; such approval indicated by signature of Buyer's representative to this Contract.

1.4 Seller will not insure title to the Buyer. However, title will be insured, at CSISD's expense, upon Buyer's conveyance and closing of the Property to S&W.

1.5 The City will not provide a survey, but S&W, at its expense, will provide a survey of the Property. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Special Warranty Deed.

1.6 Buyer and Seller are tax-exempt entities and as such are not subject to rollback or other taxes.

1.7 The sale of the Property shall be made by a Special Warranty Deed from Seller to Buyer in the form prepared by Seller attached hereto as Exhibit "B."

ARTICLE II PURCHASE PRICE

2.1 The purchase price for the Property shall be the sum of Four Million Twenty Thousand and 00/100ths Dollars (\$4,020,000.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 Seller hereby represents and warrants to Buyer as follows:

(a) Seller has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) (c) Seller is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., Seller is not non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates as those terms are defined in the Code and regulations promulgated thereunder).

(d) To the best of Seller's knowledge, there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the Property, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the Property, or any part thereof, or for which Buyer will be responsible.

(e) The Property shall be sold to Buyer subject to the following provisions, each of which shall survive closing and shall be incorporated into the special warranty deed:

As a material part of the consideration for this Contract, Seller and Buyer agree that Buyer is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the Property has a particular financial value or is fit for a particular purpose. Buyer acknowledges and stipulates that Buyer is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Buyer's examination of the Property. Buyer takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Buyer hereby acknowledges that Buyer is purchasing the Property, and the Property is hereby conveyed to Buyer "AS IS," "WHERE IS" and "WITH ALL FAULTS", and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller, except for those expressly set forth herein as a warranty under this Contract. Buyer acknowledges that Buyer has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee, or warranty (whether express or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of Seller. Seller has not, does not, and will not with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability, or fitness for a particular use, or with respect to the value, profitability or marketability of the Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 Buyer represents and warrants to Seller as of the effective date and as of the closing date that:

(a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Contract and to carry out Buyer's obligations under this Contract, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company within ninety (90) calendar days from the execution and tender of this Contract by Buyer, at such time and date as Seller and Buyer may agree upon (the "closing date"). The City Attorney is authorized to extend the time for closing.

5.2 At the closing, Seller shall:

(a) Deliver to Buyer the duly executed and acknowledged Special Warranty Deed prepared by Seller conveying good and marketable title in the Property, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the Buyer's election to terminate this Contract in the event Buyer disapproves of any Reviewable Matter, which objection is to be cured by Seller on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the Property to Buyer.

ARTICLE VI
CONVEYANCE FOR PUBLIC PURPOSE

7.1 The Property is one of several adjacent properties as described in **Exhibit "C"** attached hereto and made a part hereof (hereinafter referred to as the "**Adjacent Properties**"). It is the express intent of the Seller to convey the Property to Buyer for the purpose of advancing the public purpose of developing the Medical Corridor. Accordingly, the Seller's obligations under this Contract are contingent upon the Buyer entering into a contract to convey the Property to S&W in a simultaneous, or near simultaneous transaction. Further it is the express intent of the Seller to convey the Property only on the condition that S&W is able to acquire and to close on Adjacent Properties. In furtherance of this contingency, and for the consideration expressed, the Buyer has agreed to the termination provisions set for in Article VII that follows.

ARTICLE VII
TERMINATION

8.1 In consideration of Five Dollars (\$5.00) paid by Seller to Buyer, and other good and valuable consideration the receipt and sufficiency of which is acknowledged here, the Seller may terminate this Contract at any time prior to Closing. In the event that Seller terminates this Contract, Buyer shall be entitled to retain the independent consideration.

ARTICLE VIII
MISCELLANEOUS

9.1 **Survival of Covenants:** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 **Notice:** Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the addresses set forth below:

SELLER: City Manager
 City of College Station
 1101 Texas Avenue
 College Station, TX 77842

With a Copy to:

City Attorney
City of College Station
1101 Texas Avenue
College Station, Texas 77842

BUYER: Research Valley Partnership
 1500 Research Parkway, Suite 270
 College Station, Texas 77845

9.3 **Texas Law to Apply:** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel, if any, have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: 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.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

9.12 List of Exhibits: The Exhibits attached to and incorporated into this Contract are as follows:

- A. Legal Description of the Property;
- B. Form of Special Warranty Deed; and
- C. List of Adjacent Properties.

EXECUTED on this the _____ day of _____, 2010.

BUYER:
RESEARCH VALLEY PARTNERSHIP

SELLER:
CITY OF COLLEGE STATION

Stephen Hoiditch
Chairman
Date: _____

Mayor
Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Chief Financial Officer

Date: _____

City Attorney

Date: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the ____ day of _____, 2010, by Nancy Berry, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledge before me on the ____ day of _____, 2010, by Stephen Holditch, as Chairman of the Board of the Research Valley Partnership, a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC in and for
the STATE OF TEXAS

Exhibit "A"

Being all that certain 30.00 acre tract or parcel of land, lying and being situated in the THOMAS CARRUTHERS LEAGUE, ABSTRACT NO. 9, College Station, Brazos County, Texas, and being a portion of the 53.23 acre remainder of that same 54.99 acre tract conveyed from Robert Welch, Trustee, to RepublicBank A & M, as described by deed recorded in Volume 948, page 798, of the Official Records of Brazos County, Texas, said 30.00 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found marking the northeast corner of said 54.99 acre tract and the northwest corner of a 25.74 acre tract conveyed from E. Ridley Briggs, et al, to William H. Clayton, et ux, as described by deed recorded in Volume 241, page 72 of the Deed Records of Brazos County, Texas and lying in the south right-of-way line of Rock Prairie Road;

THENCE S 00° 07' 12" E for a distance of 1054.76 feet with the common line between said 54.99 acre tract and said 25.74 acre tract to a 3/4" iron rod found for corner at the base of a fence post;

THENCE S 53° 25' 33" W for a distance of 929.00 feet with said common line to a 1/2" iron rod found marking the south corner of said 54.99 acre tract and the west corner of said 25.74 acre tract and lying in the northeast line of a called 4.84 acre tract conveyed from Ida Mae Lee to Claude E. Dubois, et ux, as described by deed recorded in Volume 590, page 24, of the Deed Records of Brazos County, Texas. Said northeast line being also the northeast line of a 103 acre tract conveyed from L. V. Williams, et ux, to L. T. Lee, et ux, as described by deed recorded in Volume 138, page 543 of the Deed Records of Brazos County, Texas;

THENCE N 44° 48' 27" W for a distance of 484.22 feet with the line of said 53.23 acre tract to a 1/2" iron rod set for angle point;

THENCE N 45° 49' 42" W for a distance of 244.31 feet with said line to a 1/2" iron rod set for corner;

THENCE N 44° 10' 18" E for a distance of 650.03 feet across said 53.23 acre tract to a 1/2" iron rod set for angle point;

THENCE N 05° 57' 00" E for a distance of 708.59 feet across said 53.23 acre tract to a 1/2" iron rod set for corner, and lying in the south right-of-way line of Rock Prairie Road;

THENCE S 84° 03' 00" E for a distance of 737.90 feet with said right-of-way line to the PLACE OF BEGINNING and containing 30.00 acres of land, more or less.

Exhibit "B"

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2010

Grantor: City of College Station, Texas
1101 Texas Avenue
College Station, Brazos County, Texas 77842

Grantee: Research Valley Partnership
1500 Research Parkway Suite 270
College Station, Brazos County, Texas 77845

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including any improvements):

Being all that certain 30.00 acre tract or parcel of land, lying and being situated in the THOMAS CARRUTHERS LEAGUE, ABSTRACT NO. 9, College Station, Brazos County, Texas, and being a portion of the 53.23 acre remainder of that same 54.99 acre tract conveyed from Robert Welch, Trustee, to RepublicBank A & M, as described by deed recorded in Volume 948, page 798, of the Official Records of Brazos County, Texas, said 30.00 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found marking the northeast corner of said 54.99 acre tract and the northwest corner of a 25.74 acre tract conveyed from E. Ridley Briggs, et al, to William H. Clayton, et ux, as described by deed recorded in Volume 241, page 72 of the Deed Records of Brazos County, Texas and lying in the south right-of-way line of Rock Prairie Road;

THENCE S 00° 07' 12" E for a distance of 1054.76 feet with the common line between said 54.99 acre tract and said 25.74 acre tract to a 3/4" iron rod found for corner at the base of a fence post;

THENCE S 53° 25' 33" W for a distance of 929.00 feet with said common line to a 1/2" iron rod found marking the south corner of said 54.99 acre tract and the west corner of said 25.74 acre tract and lying in the northeast line of a called 4.84 acre tract conveyed from Ida Mae Lee to Claude E. Dubois, et ux, as described by deed recorded in Volume 590, page 24, of the Deed Records of Brazos County, Texas. Said northeast line being also the northeast line of a 103

acre tract conveyed from L. V. Williams, et ux, to L. T. Lee, et ux, as described by deed recorded in Volume 138, page 543 of the Deed Records of Brazos County, Texas;

THENCE N 44° 48' 27" W for a distance of 484.22 feet with the line of said 53.23 acre tract to a 1/2" iron rod set for angle point;

THENCE N 45° 49' 42" W for a distance of 244.31 feet with said line to a 1/2" iron rod set for corner;

THENCE N 44° 10' 18" E for a distance of 650.03 feet across said 53.23 acre tract to a 1/2" iron rod set for angle point;

THENCE N 05° 57' 00" E for a distance of 708.59 feet across said 53.23 acre tract to a 1/2" iron rod set for corner, and lying in the south right-of-way line of Rock Prairie Road;

THENCE S 84° 03' 00" E for a distance of 737.90 feet with said right-of-way line to the PLACE OF BEGINNING and containing 30.00 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1. REA Easement from C.F. Goen to the City of Bryan, dated April 30, 1937, recorded in Volume 98, page 325, Deed Records of Brazos County, Texas.
2. Utility Easement from Joe A. Ferreri to The City of College Station, dated October 10, 1983, recorded in Volume 613, page 524, Official Records of Brazos County, Texas, and as shown on survey plat prepared by Mark R. Paulson, Registered Public Surveyor, State of Texas No. 2099, dated February 1988.
3. Discrepancy between the property line and the existing fence along the southwest side of the property as shown on survey plat prepared by Mark R. Paulson, Registered Public Surveyor, State of Texas No. 2099, dated February 1988.
4. Royalty Deed from W.T. Franklin to Irene Franklin, et al, dated April 8, 1963, recorded in Volume 228, page 357, Deed Records of Brazos County, Texas.
5. Oil and gas Lease from Joe A. Ferreri to Chaparral Minerals, Inc., dated October 10, 1977, recorded in Volume 29, page 285, O&GL Records of Brazos County, Texas; as ratified by instruments recorded in Volume 754, page 716, Volume 756, page 759, Volume 760, page 211, and Volume 762, page 615, Official Records of Brazos County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is

by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE THE DATE OF THIS DEED, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AS OF THE DATE OF THIS DEED. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

City of College Station

Nancy Berry, Mayor

STATE OF TEXAS

§

COUNTY OF BRAZOS

§

§

This instrument was acknowledged before me on this _____ day of _____, 2010, on behalf of the City of College Station, a Texas Home-Rule Municipality, on behalf of said municipality.

Notary Public, State of Texas

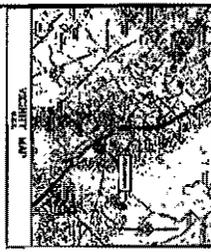
Prepared by:

Legal Department
City of College Station
1101 Texas Avenue
College Station, Texas 77842

After Recording Return To:

Legal Department
City of College Station
1101 Texas Avenue
College Station, Texas 77842

Exhibit "C"
Adjacent Properties



DATE: 10/26/04
BY: [Signature]

SCALE: 1" = 100'
NORTH

- 1. 1/4" = 1" = 100'
- 2. 1/8" = 1" = 200'
- 3. 1/16" = 1" = 400'
- 4. 1/32" = 1" = 800'
- 5. 1/64" = 1" = 1600'
- 6. 1/128" = 1" = 3200'
- 7. 1/256" = 1" = 6400'
- 8. 1/512" = 1" = 12800'
- 9. 1/1024" = 1" = 25600'
- 10. 1/2048" = 1" = 51200'
- 11. 1/4096" = 1" = 102400'
- 12. 1/8192" = 1" = 204800'
- 13. 1/16384" = 1" = 409600'
- 14. 1/32768" = 1" = 819200'
- 15. 1/65536" = 1" = 1638400'
- 16. 1/131072" = 1" = 3276800'
- 17. 1/262144" = 1" = 6553600'
- 18. 1/524288" = 1" = 13107200'
- 19. 1/1048576" = 1" = 26214400'
- 20. 1/2097152" = 1" = 52428800'
- 21. 1/4194304" = 1" = 104857600'
- 22. 1/8388608" = 1" = 209715200'
- 23. 1/16777216" = 1" = 419430400'
- 24. 1/33554432" = 1" = 838860800'
- 25. 1/67108864" = 1" = 1677721600'
- 26. 1/134217728" = 1" = 3355443200'
- 27. 1/268435456" = 1" = 6710886400'
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November 22, 2010
Regular Agenda Item No. 3
Scott & White Healthcare Economic Development Agreement

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding an Economic Development Agreement between the City and Scott & White Healthcare

Relationship to Strategic Goals: Goal III.1 Promote knowledge-based businesses.

Recommendation(s): Staff recommends that Council receive a presentation on a proposed Economic Development Agreement and then consider action to approve it.

Summary: Earlier this year, Scott & White Healthcare entered into discussions with the City regarding the long-term development of a new full service hospital and medical complex to be located in the City's identified "Medical Corridor" and generally located on the south east corner of Texas Highway 6 and Rock Prairie Road.

In order to secure this important project, the City has been working diligently to negotiate a development incentive package agreeable to both parties. The specific terms and conditions of the proposed performance-based agreement will be presented to the City Council at the meeting.

Budget & Financial Summary: Specific costs, and anticipated return on investment will be identified at the meeting.

Attachments: None

November 10, 2010
Regular Agenda Item No. 4
UDO Amendment (Subdivision Regulations) Discussion

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, CNU-A, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion regarding future updates to the City of College Station Unified Development Ordinance – Sections 3 and 8 (Subdivision Regulations)

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy, Improving Multi-modal Transportation, and Green Sustainable City

Recommendation(s): The information presented is for information purposes, staff is not seeking any specific action from Council at this meeting. Future meetings and public hearings will be conducted where specific action is sought.

Summary: For a number of years, the City staff has worked with the City Council, the Planning & Zoning Commission, and various stakeholder groups to update and revise the regulations regarding the subdivision and development of land. The most recent approach has been to divide the update into a series of phases. The first phase was completed nearly two years ago and involved moving the subdivision regulations into the UDO and updating the regulations due to changes in state law. Further revisions are needed to update the regulations to contemporary practices, to implement the adopted comprehensive plan, and to further the legal sufficiency of the regulations. These revisions will be accomplished in Phase II. Future phases will continue to modernize the regulations and respond to stakeholder concerns and community needs.

The purpose of this presentation will be to provide Council with further detail on Phase II of this update and to explain the process that will be used to present the revisions for consideration and action by the Council. No action is required at this time.

Budget & Financial Summary: N/A

Attachments: N/A

November 22, 2010
Regular Agenda Item No. 5
Appointment to Various Boards and Committees

To: Glenn Brown, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding selection of applicants to various Boards and Committees.

CITIZEN MEMBERSHIP

Zoning Board of Adjustment (correction to alternate)

COUNCIL MEMBERSHIP

Audit Committee

Attachments: N/A