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**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**  
**Thursday, December 09, 2010 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

**Consent Agenda**

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 22, 2010 Workshop and Regular Council Meeting.

- b. Presentation, possible action, and discussion regarding adoption of 2011 Council Meeting Calendar.

- c. Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2011 through December 31, 2011. The projected amount for both the renewals and total projected expenditures is \$7,574,073.48.

- d. Presentation, possible action, and discussion on approving an agreement with Allstate to provide voluntary Critical Illness and Accident Insurance for the period of January 1, 2011 through December 31, 2011.
- e. Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with A S & G Claims Administration Inc., for an annual expenditure of \$52,000. Anticipated FY11 workers compensation claims are \$225,000 and anticipated FY11 liability claims are \$300,000.
- f. Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$39,200, and an annual purchasing agreement for dewatering chemical (polymer) with Atlantic Coast Polymer, Inc. not to exceed \$172,560.
- g. Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-218). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.
- h. Presentation, possible action, and discussion on a Professional Services Contract 11-063 with Malcolm Pirnie, Inc. for \$406,641.00 for design, bidding, and construction phase services for the Dowling Road High Service Pump Station Improvement Project.
- i. Presentation, possible action, and discussion on a Professional Services Contract 11-064 with Jones & Carter, Inc. for \$242,000.00 for design, bidding, and construction phase services for a lift station to be constructed near the intersection of Rock Prairie Road and State Highway 6.
- j. Presentation, possible action, and discussion on a change order to the Professional Services Contract 09-070 with Weston Solutions, Inc. for an increase in the amount of \$103,647.00 to the South Knoll/The Glade Utility Rehabilitation Project.
- k. Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation (Bryan, TX) for one year; and authorize the annual estimated expenditures of \$1,252,000.00.
- l. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Fort Worth.
- m. Presentation, possible action, and discussion on a Participation Agreement with JP Morgan Chase for commercial card services related to our procurement card program.
- n. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Southwood 5-7 Rehabilitation project.
- o. Presentation, possible action, and discussion regarding an update to the Intergovernmental Contract between the City of College Station and the City of Bryan for the operation of the Larry J. Ringer Public Library.
- p. Presentation, possible action, and discussion regarding approval for the purchase of two (2) IBM System i Servers, respective Operating System (OS) and backup software, High Availability (HA) data replication

software, and related supplies for an amount not to exceed \$200,000, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

q. Presentation, possible action, and discussion regarding approval of a contract with MicroAge of College Station for computer network equipment, software and services to provide improved electronic data storage and management in an amount not to exceed \$177,802.58.

r. Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Brazos Valley Recycling to add the collection of food waste for the purpose of recycling, multifamily apartments and commercial businesses to its agreement.

s. Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.10-210) with Mitchell and Morgan in the amount of \$12,700.00 for the FM 2818/Jones Butler Waterline Conflict project.

### **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 1.317 acres from PDD Planned Development District to PDD Planned Development District to modify the District Concept Plan 330-A Holleman Drive East, generally located southeast of the intersection of Holleman Drive East and Lassie Lane.
2. Public Hearing, presentation, possible action and discussion regarding a Rezoning for 3180 Cain Road of 19.575 acres from A-O Agricultural Open to C-1 General Commercial, R-3 Townhouse and R-4 Multi-Family located at 3180 Cain Road and more generally located west of the intersection of Old Wellborn Road and Cain Road.
3. Public Hearing, presentation, possible action, and discussion regarding an alarm ordinance amendment to include the use of a graduated fine schedule and a third party vendor to administer the alarm program.

4. Presentation, possible action, and discussion regarding the appointment of individuals to the College Station Business Advisory Committee.
5. Presentation, possible action, and discussion regarding the appointment of additional members to the Medical Corridor Advisory Committee (MCAC).
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 Thursday, December 09, 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 6thth 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](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 6, 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](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
NOVEMBER 22, 2010

STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

Glenn Brown, 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 3:02 p.m. on Monday, November 22, 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.**

Items 2b, 2d, 2f, 2g, 2h, 2j, 2o were pulled from the Consent Agenda.

***Item 2g:*** Chief R.B. Alley, Fire Chief, explained the funding of the 2010 Homeland Security Grant Program.

***Item 2h:*** David Schmitz, Interim Director of Parks and Recreation, explained the cost of the total project. The original equipment was purchased in the last three months. This came to Council because the installation and rubberized surfacing brought this over the \$50,000 limit.

*Item 2j:* Jeff Kersten, Chief Financial Officer, explained the majority of the funding is from the sanitation department.

Items 2b, 2d, 2f, and 2o were not discussed.

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

David Gwin, Director of Economic and Community Development, presented a brief overview of the RVP history which was incorporated in 1989 as the Bryan College Station Economic Development Corporation. It was formed to coordinate the regional economic development activities for both cities and the county. It was re-branded as the Research Valley Partnership in 2003. Their responsibilities include regional target industries such as biotechnology, customer service and back office operations, corporate headquarters and operations, technology transfer, etc. There are three major deliverable areas: Administration (planning, communications, compliance, finance); Corporate Relations (business development, marketing, communications, TAMU partnerships); and Innovation (RVIC, international gateway, TAMU partnerships, access to capital, Research Angel Fund and Aggie Angel Network and the emerging network fund). Administrative primary incentives per guidelines include tax abatement, performance-based financial assistance, developed land, and brokerage fees for locations in the Business Center at College Station. Cash incentives, per guidelines, may be granted from one city, or from Brazos County, or from one city and Brazos County, or the Brazos County Incentive Fund.

The City's responsibilities for target development encompass retail (meets sales tax, capital investment or payroll thresholds, fills leakage gaps, is entertainment related, and fulfills Specific Development Goals); tourism/hospitality asset development; commercial or special district development such as the Medical Corridor; historical/arts development, and redevelopment. Economic development deliverables include general economic development activities (with incentives, permit fast tracking, assistance with city codes and ordinances, networking, recruitment, administration of the Enterprise Zone Program, administration of TIRZ, PID, etc., and special event promotion/facilitation. Primary incentives that can be offered by the City are general incentives (utility infrastructure, road, drainage, or other infrastructure, waiver of permits and fees, expedited municipal planning, infrastructure over-sizing) and performance based incentives (tax abatements, etc.) Recent projects include TIPS, TIGM, Reynolds and Reynolds, Lynntech, and the Bio-Corridor Master Planning effort. Large-scale retail development has been accomplished with Gander Mountain, Lowes, and HEB. Examples of smaller-scale retail development include Ninfa's, Shiraz Shish Kabob, Fuzzy's Taco, Fuego Tortilla Grill, Genghis Grill, and Chuys. Reinvestment/Expansion efforts were provided to the Central Station Shopping Center, Walmart, The Med, and the proposed Post Oak Mall renovation. The Medical Corridor and the College Station Business Advisory Committee are a part of the long-term visioning and planning.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, for the Council to work with Dr. Girior and the City of Bryan to directly negotiate the terms of engagement for the Research Valley Partnership. The motion carried unanimously.

Council also provided direction regarding future economic development engagement upon the appointment of the College Station Business Advisory Committee.

**3. Presentation, possible action, and discussion regarding the process and timeline for determination of potential City-wide impact fees for Water and Wastewater.**

David Coleman, Director of Water Services, reported that the City is a good candidate for impact fees. The policy question tonight is do we want to shift a portion of the cost to increase Water/Wastewater plant capacity away from the existing rate-payers and on to the new arrivals?

Tony Bagwell, HDR Austin, explained that an impact fee is a one-time, up-front payment levied on new or expanded development for its capital cost impact placed on the utility system. This helps growth to pay for itself. City-wide impact fees are considered because it increases equity among all the customers and helps to mitigate future rate increases. Overall fees are made up of component fees, such as water (supply/treatment, storage and transmission) and wastewater (treatment, pumping and interceptors). The maximum fee is determined by defining the impact fee service area and land use, projecting water and wastewater service demands, comparing existing capacity, identifying the amount and cost of existing available capacity and new facility needs, and then allocating current and future service demands to the facilities. Impact fees are typically assessed at the final plat and cannot be increased unless there is a change in demand. They are typically collected with the building permit, and as such, the actual collection of the impact fee usually occurs 12 to 18 months after the ordinance is adopted.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted four (4) for and two (2) opposed, with Councilmembers Fields and McMillan voting against, to proceed with the study. The motion carried.

**4. Presentation, possible action, and discussion regarding an update on sustainability efforts and implementation of projects funded through the Energy Efficiency and Conservation Block Grant.**

There was no discussion on this item.

**5. Presentation, possible action, and discussion regarding potential amendments to the Bryan / College Station Convention and Visitors Bureau (CVB) By-Laws.**

David Gwin, Director of Economic and Community Development, reminded the Council that an issue arose over the number of elected officials serving on the CVB in spring 2010. Staff presented the CVB's proposed amendments on June 10, 2010. Council embraced the amendments with several changes/clarifications. A redlined version was presented to the CVB, and they have agreed to not allow professional staff to serve on the Board of Directors. They also agree to include additional sections to the bylaws as they relate to matters of governance. However, they are unable to agree to reserving approval/veto power of bylaw changes. The Council was presented with two options: 1) approve the provision allowing the veto of

governance matters to be extended to both cities; or 2) rely on College Station's majority representation on the Executive Board to decide all matters.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted two (2) for and three (3) opposed, with Mayor Berry, and Councilmembers Lyles and McMillan voting against, and Councilmember Crompton abstaining, to retain veto power. The motion failed.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, with Councilmember Crompton abstaining, to accept majority representation to make the decisions. The motion carried.

**6. Presentation, possible action, and discussion regarding setting a date for a Council mid-year retreat and determining what items to include on the agenda.**

Staff was directed to place on the December 9 agenda an item to discuss topics for the Council Retreat.

**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.**

Councilmember Fields asked to discuss a Charter Review Commission at the Council Retreat. He also requested a future item on code enforcement.

Councilmember Crompton asked for staff to discuss the pros, cons, costs, and potential time tables for the City to initiate/accelerate the design work and acquiring the rights-of-way for developing the Bush/Wellborn and Rock Prairie Bridge intersections.

**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.**

Mayor Berry recommended that the Council view the CD on the Health Department.

Councilmember Maloney reported on the Wolf Pen Creek Oversight Committee.

Jess Fields reported on his attendance at Planning and Zoning.

## **10. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:11 p.m. on Monday, November 22, 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 McIlhaney, 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
- Legal issues of purchase and lease back to Arts Council

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

- City Manager
- City Secretary
- City Council Self-Evaluation

The Executive Session adjourned at 6:54 p.m. on Monday, November 22, 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 6:54 p.m. on Monday, November 22, 2010.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
NOVEMBER 22, 2010

STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

Glenn Brown, 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 7:03 p.m. on Monday, November 22, 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.**

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

Chief Jeff Capps recognized Tim Adams, Zeta Fail and Lesley Hicks for their efforts in the accreditation process.

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

Chief Jeff Capps presented Lt. Chuck Fleeger with the AMBER Alert Coordinator of the Year award.

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

David Schmitz, Interim Director of Parks and Recreation presented staff with their awards for the Texas Amateur Athletic Federation Gold Member City Award, James Farrell American Softball Association Award of Excellence and American Softball Association Complex of the Year for the Veterans Park Softball Complex.

Mayor Berry also recognized the A&M Consolidated High School Tigers for their accomplishments this season and encouraged everyone to attend the regional round of the Texas 5A Division-1 playoffs this Saturday, November 27.

- **Citizen Comments**

Kyle Dykhuizen, 215 Fraternity Row, asked the Council to change the left turn lane from northbound Wellborn onto 2818 to two turn lanes as it was before.

Chris Scotti, 7701 Gettysburg Court, representing the Northgate District Association, commended staff for their efforts on pedestrian improvements along University Drive in the Northgate area. However he just found out this past week that TXDOT is requesting the design phase be completed much sooner than anticipated. The Northgate District Association planned to start meeting with stakeholders in January since the holidays make it difficult to receive stakeholder input. He also reported that TXDOT is proposing a raised curb that will remove flexibility for the street being opened at certain times. If the bollards are installed at street level, then they can be installed earlier. He asked the Council to raise this issue with TXDOT.

## **CONSENT AGENDA**

**2a. Presentation, possible action, and discussion of minutes for November 10, 2010 Workshop and Regular Council Meeting.**

**2b. 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.**

**2c. 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.**

**2d. 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.**

**2e. 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.**

**2f. 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).**

**2g. 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 Subrecipient 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.**

**2h. 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.**

**2i. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.**

**2j. Presentation, possible action and discussion to authorize expenditure of funds to BSWMA, Inc in FY'11 for landfill disposal and compost expenditures estimated to be \$1,401,175.**

**2k. Presentation, possible action, and discussion regarding a resolution to change contract routing procedures and revise certain provisions of City standard contracts.**

**2l. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Brazos Valley Solid Waste Management Agency, Inc. (BWSWMA) for On-Line Bidding Services.**

**2m. 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).**

**2n. 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.**

**2o. 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.**

**2p. 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 Subrecipient 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.**

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

## **REGULAR AGENDA**

**1. Public hearing, presentation, possible action, and discussion regarding 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.**

At approximately 8:00 p.m. Mayor Berry opened the Public Hearing.

Brock Bailey, 1445 Ross, Dallas, Texas, voiced his approval of the proposal.

Neal Briers, 17990 Bella Lago, stated he is excited about Scott & White expanding their presence here. As to the location of Medical Avenue and the discussion on Tract 5, he said that Mr. Perry is easygoing and easy to get along with. He was one of the first persons Mr. Perry spoke with about the land swap with Scott and White. Mr. Perry’s desire is to come to an agreement that will work well for everyone, and Scott and White has been a little harsh in their representation.

Noelle Perry, 3600 Rock Prairie Road, stated that she is not opposed to the medical corridor or the Scott and White project as a whole. Their only issue is Medical Drive. They live on 25 acres on that adjacent tract, and they are a College Station family that owns commercial property in the

community. Their country life would be no more. They have been quiet throughout all the discussions on this tract of land. When Weingarten plowed down the trees on the corner, they were quiet, yet they were the ones most impacted. She reported that Scott and White approached them regarding a land swap, but then Scott and White changed a sensible layout and did not have the decency to inform them. The Perry's have tried to find a more reasonable plan for Tract 5. They have been told that the developer must only meet the minimum requirements. However, College Station expected more from the Perry's when they built their homeowner property. She expects more than minimum requirements from an organization that has been in existence more than 100 years. She requested that the Council show consideration for her property. She should not have to fight for reasonable access to Medical Avenue.

Brian Perry, 3600 Rock Prairie Road, stated he was optimistic when he met with Scott and White and City staff last Friday. He reported that the land swap looked like good deal at time. He conferred with Chuck Ellison, who asked about zoning and what restrictions were being placed on them. His first realization that the deal was no more was at the Planning and Zoning meeting when he noticed the roads had been redrawn. He was surprised they had not notified him. He met with Mr. Ellison to discuss what he should do now. They asked Scott and White if they would sell the three acre strip. He was told the price was over \$300,000. He counter-offered, and they stopped talking. Scott and White wanted to swap for three acres at the intersection of Lakeway and Medical Avenue, but that would cut the Perry's off. Tract 5 is a buffer against the neighbors and future development and referred to it as a spite strip. He fears that strip will never be developed.

Chuck Ellison, 2902 Camille Drive, said there are differences in their understanding. The Perry's are asking Council to approve this rezoning with three conditions: 1) that the platting of Tract 5 occur with the first phase so that the access points will be installed; 2) that Lakeway be realigned because the current alignment leaves a strip between the Perry property and the roadway; and 3) realign Medical Avenue as close to the boundary of the Perry property as possible, minimizing the controlled access in the reserved strip (this will still leave a strip which is not a preference, but it is technically still the same geometrically). He reiterated that they did not know the deal was gone until the project came before Planning and Zoning. At the end of the day, Scott and White wants a buffer, and they've wanted it for a long time. This realignment creates more usable land, even for Scott and White and allows for the free flow of traffic from Rock Prairie.

Paul Grier, 9100 Waterford Drive, asked if the exit onto Rock Prairie is a right in and right out only? He expressed concern with traffic coming through the neighborhood and stated that being an open area encourages fast drivers. He asked the Council to see if the area needs more stop signs. He also inquired about the possibility of speed reduction lanes.

John Cunningham, counsel with Scott and White, said they will agree to platting Tract 5 in the first phase and will build the street to give the Perry property access to Medical Avenue. They also do not object to the Lakeway realignment. They will not agree to the third condition.

Brain Perry stated, after hearing Mr. Cunningham's concessions to his first two requests, that he will withdraw his protest.

There being no further comments, the Public Hearing was closed at 8:37 p.m.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted six (6) for and none (0) opposed, to approve 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 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, with the meritorious modifications recommended by staff and the conditions agreed upon by Mr. Perry and Scott and White. The motion carried unanimously.

**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.**

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to approve the real estate contract conveying approximately 30 acres of property between the College Station Independent School District, the City, the Research Valley Partnership and Scott & White Healthcare. The motion carried unanimously.

**3. Presentation, possible action, and discussion regarding an Economic Development Agreement between the City and Scott & White Healthcare.**

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve the Economic Development Agreement between the City and Scott & White Healthcare. The motion carried.

**4. Presentation, possible action, and discussion regarding future updates to the City of College Station Unified Development Ordinance – Sections 3 and 8 (Subdivision Regulations).**

Bob Cowell, Director of Planning and Development, presented to the Council a summary of proposed substantive changes to Subdivision Regulations Standards, specifically Article 8. These changes will consolidate subdivision standards into stand-alone City and ETJ sections, implement the Comprehensive Plan, provide developer flexibility, and modernization efforts. Language has been clarified to better fit with the Comp plan. These changes will come back before the Council on January 13 for consideration.

No action was required by the Council.

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

The following appointments were made:

Zoning Board of Adjustment: clarified that Jim Davis should have remained an alternate  
Audit Committee: Jana McMillan

**6. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:59 p.m. on Monday, November 22, 2010.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

**December 9, 2010  
Consent Agenda Item No. 2b  
2011 Council Meeting Calendar**

**To:** Glenn Brown, City Manager

**From:** Sherry Mashburn, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding adoption of 2011 Council Meeting Calendar.

**Summary:** The schedule lists the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays for 2011 Council Meeting dates. Should there be a conflict; alternate dates will be provided for the City Council to choose due to schedule conflicts.

This schedule is provided to the public on the City's website.

**Attachments:**

1. Council Meeting and Holiday Calendar 2011
2. Council Meetings

# 2011 COUNCIL CALENDAR

- 1** New Year's Day
- 3** City Offices Closed
- 13** Regular Meeting
- 17** M.L. King Jr. Day
- 27** Regular Meeting

JANUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 4** Independence Day
- 14** Regular Meeting
- 15-16** TML Newly Elected Officials' Orientation
- 28** Regular Meeting

JULY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 10** Regular Meeting
- 24** Regular Meeting

FEBRUARY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

- 5-6** TML Newly Elected Officials' Orientation
- 11** Regular Meeting
- 25** Regular Meeting

AUGUST						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 10** Regular Meeting
- 12-16** NLC-Washington, DC
- 24** Regular Meeting

MARCH						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 5** Labor Day
- 8** Regular Meeting
- 22** Regular Meeting

SEPTEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 14** Regular Meeting
- 22** City Offices Closed
- 28** Regular Meeting

APRIL						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 10-14** TML Annual Conference
- 13** Regular Meeting
- 27** Regular Meeting

OCTOBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 12** Regular Meeting
- 26** Regular Meeting
- 30** Memorial Day

MAY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 8-12** NLC-Phoenix, AZ
- 10** Regular Meeting
- 11** Veteran's Day
- 21** Regular Meeting
- 24** Thanksgiving Day
- 25** City Offices Closed

NOVEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 9** Regular Meeting
- 23** Regular Meeting

JUNE						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 9** Regular Meeting
- 23-26** City Offices Closed

DECEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## **2011 CITY COUNCIL MEETING SCHEDULE**

### **Workshop Meetings**

Thursday January 13, 2011 3:00 pm  
Thursday January 27, 2011 3:00 pm

Thursday February 10, 2011 3:00 pm  
Thursday February 24, 2011 3:00 pm

Thursday March 10, 2011 3:00 pm  
Thursday March 24, 2011 3:00 pm

Thursday April 14, 2011 3:00 pm  
Thursday April 28, 2011 3:00 pm

Monday, May 12, 2011 3:00 pm  
Thursday May 26, 2011 3:00 pm

Thursday, June 9, 2011, 3:00 pm  
Thursday June 23, 2011, 3:00 pm

Thursday July 14, 2011, 3:00 pm  
Thursday July 28, 2011, 7:00 pm

Thursday, August 11, 2011, 3:00 pm  
Thursday August 25, 2011, 3:00 pm

Thursday Sept. 8, 2011, 3:00 pm  
Thursday Sept. 22, 2011, 3:00 pm

Thursday, October 13, 2011, 3:00 pm  
Monday, October 27, 2011, 3:00 pm

Thursday, November 10, 2011, 3:00 pm  
Monday, November 21, 2011, 3:00 pm

Thursday December 8, 2011, 3:00 pm

### **Regular Meetings**

Thursday January 13, 2011 7:00 pm  
Thursday January 27, 2011 7:00 pm

Thursday February 10, 2011 7:00 pm  
Thursday February 24, 2011 7:00 pm

Thursday March 10, 2011 7:00 pm  
Thursday March 24, 2011 7:00 pm

Thursday April 14, 2011 7:00 pm  
Thursday April 28, 2011 7:00 pm

Monday, May 12, 2011 7:00 pm  
Thursday, May 26, 2011 7:00 pm

Thursday, June 9, 2011, 7:00 pm  
Thursday June 23, 2011, 7:00 pm

Thursday July 14, 2011, 7:00 pm  
Thursday July 28, 2011, 7:00 pm

Thursday, August 11, 2011 7:00 pm  
Thursday August 25, 2011, 7:00 pm

Thursday Sept. 8, 2011, 7:00 pm  
Thursday Sept. 29, 2011, 7:00 pm

Thursday, October 13, 2011, 7:00 pm  
Monday, October 27, 2011, 7:00 pm

Thursday, November 10, 2011, 7:00 pm  
Monday, November 21, 2011, 7:00 pm

Thursday December 8, 2011, 7:00 pm

### ***Possible Conflicts:***

*TML Elected Officials' Conference, Austin—February 11-13*  
*National League of Cities, Washington, DC--March 12-16*  
*BCS Chamber of Commerce Washington DC Trip--TBA*  
*Texas Transportation Summit, Irving, TX – August 9-12*  
*TML-AMCC-Newly Elected Officials Conference, Austin – July 15-16*  
*TML-AMCC-Newly Elected Officials Conference, Austin – August 5-6*  
*Texas Municipal League Annual Conference, Houston--October 10-14*  
*National League of Cities, Phoenix, AZ--November 8-12*

**December 9, 2010  
Consent Agenda Item No. 2c  
2011 Health Plan Expenditures  
January 1, 2011 – December 31, 2011**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2011 through December 31, 2011. The projected amount for both the renewals and total projected expenditures is \$7,574,073.48.

**Recommendation(s):** Staff recommends approval of 2011 health plan expenditures.

**Summary:** The Blue Cross and Blue Shield medical and dental plan 2011 renewals are the third and final renewal of the original contract. The City's health plan includes:

- § Blue Cross and Blue Shield - Medical/Dental/Prescription/Stop Loss Coverage;
- § Minnesota Life – Basic Life Insurance and Accidental death and dismemberment;
- § Deer Oaks - Employee Assistance Program;
- § Daily Access - Flexible Spending Account Administration; and
- § United Health Care - Vision Plan

An RFP was sent out for stop loss reinsurance and BCBS was the only carrier to provide a proposal. Our benefits consultants were able to recommend slight policy changes and negotiate better rates. However, BlueCross/BlueShield requested no increase to the dental administration fees and provided a decreased medical administrative fee for adding prescription drug coverage.

The City's Basic Life/AD&D, programs are currently under a rate guarantee period and therefore will renew at the existing rate structure.

The 2010 plan year projected costs are based on a monthly average of 878 employees on the plan. This represents a cost to the City of approximately \$719 per employee per month.

**Budget and Financial Summary:** Funds are available and budgeted in the employee benefits fund.

**Attachments:**

1. Consultant Recommendation Letter
2. 2010 Cost Projections



**McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.**

5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 (469) 232-2100 Fax (469) 232-2101

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November 22, 2010

Ms. Alison Pond  
Human Resource Director  
City of College Station  
1101 Texas Avenue  
College Station, TX 77824

Re: Health and Welfare Renewals

Dear Ms. Pond,

As your Broker of Record, we would like to provide you with an explanation of the general state of the marketplace for health and welfare programs and how they relate to the City of College Station. Overall from a national perspective, employers are expected to see another increase in their medical benefit expenditures. The projected national average cost of providing medical benefits per employee per year for 2011 is projected to increase 9%, and for the first time, the majority of the American workforce is expected to have a health insurance deductible of \$400 or more, as employers return to "indemnity style" cost-sharing programs by raising out-of-pocket limits, replacing co-pays with coinsurance and adding high deductible health plans. The City of College Station's benefits cost per employee per year is currently running at \$8,642 (Medical, Dental, & RX) which is still below the national average of \$9,276.

It is important to note that the City has a self-funded medical plan and it is made up of three major components. These include administrative fees, re-insurance premium (stop-loss), and actual claims. For the 2011 plan year McGriff was able to negotiate a 3% discount on administrative fees, covering Medical, Rx and Dental.

From a re-insurance or stop-loss perspective, the market is still experiencing a tightening and hardening of rates. Annual stop loss renewals have commonly renewed between 10% and 25%. 2011 renewals are ranging between 15% and 75%. Also, many reinsurance markets are choosing to decline and not quote due to poor risk factors and uncompetitive rates. The driving force behind increasing stop loss premium is the prolonged recession, healthcare reform, and leveraged trend, which is due to inflationary increases in medical technology, advanced procedures, and large claims. During the last 12 months BC/BS has paid \$702,847 in stop-loss reimbursements and has collected an estimated \$465,217 in premium, equaling a loss ratio of 151%. Therefore, due to the current high claims, BC/BS was the only reinsurance carrier that offered a quote for 2011, and the renewal reflected a 60% rate increase based on the current \$100,000 Specific Deductible. Therefore, after evaluating the available options we recommend moving to a \$125,000 Specific Deductible. Based on past claims experience the \$125,000 Specific Deductible appears to be the



best viable option, lowering the renewal premium from 60% to 30% and also providing the lowest total expense for Medical and RX claims.

The third component of self-funding is the actual claim liability. This is the City's largest expense and greatest exposure. During the most recent 12-month period, the City's actual paid medical claims were \$5,452,515; however, as previously mentioned, reinsurance paid out \$702,847 bringing the City's total claim liability down to \$4,749,668 or \$5,466 per employee per year.

In summary, with increasing the Specific Deductible from \$100,000 to \$125,000 the fixed costs (administrative fees and re-insurance premiums combined) increased 12.28%. Due to the circumstances, high claims experience, and large ongoing claims we believe that overall the 2011 renewal is well within normative range.

We believe that the recommended health and welfare renewals are the most beneficial and cost effective options for the City of College Station. McGriff appreciates the opportunity to continue working with the City of College Station on the health and welfare programs. If you should have any questions please do not hesitate to call.

Regards,



Dodd Dorsey  
Vice President

# Executive Summary

Projected Program Costs for Claims and Administrative Fees  
01-01-2011 to 12-31-2011

**Average Monthly Employees on Health Plan**

**878**

<u>Administration</u>	<u>PEPM</u>	<u>Annual Expense</u>	
Medical (including wellness)	\$37.49	\$ 394,995	
Dental	\$3.72	\$ 39,194	
Pharmacy	\$0.00	\$ -	
Vision	Voluntary	Voluntary	
EAP	\$1.31	\$ 13,802	
Specific Stop Loss	\$44.21	\$ 465,797	
Aggregate Stop Loss	\$4.78	\$ 50,362	
Basic Life Insurance	rate = .009% payroll volume	\$ 101,210	
Basic AD&D	rate = .003% payroll volume	\$ 30,363	
Flexible Spending Acct*	\$ 5.50	\$ 24,960	*based on
<b>Total Fixed Costs</b>	<b>\$114.73</b>	<b>\$1,120,682.36</b>	360 Ees

<u>Claims</u>	<u>PEPM</u>	<u>Annual Expense</u>	
Medical	# EEs		
Option 1	88	\$416.09	\$438,392.42
Option 2	746	\$425.88	\$3,814,010.93
Option 3**	44	\$493.92	\$260,197.06
H.S.A. contribution	44		\$41,250.00
Dental		\$43.69	\$460,317.84
Pharmacy (Opt 1 & 2)		\$143.79	\$1,439,222.87

\*\*includes  
med & Rx

<b>Total Claims</b>	<b>\$6,453,391.12</b>
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<b>Total Projected Cost</b>	<b>\$7,574,073.48</b>
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**December 9, 2010  
Consent Agenda Item No. 2d  
2011 Allstate Voluntary Benefits**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approving an agreement with Allstate to provide voluntary Critical Illness and Accident Insurance for the period of January 1, 2011 through December 31, 2011.

**Recommendation(s):** Staff recommends approval.

**Summary:** The City is looking to partner with Allstate that will process American Heritage Life Insurance Company's Voluntary Insurance Program for the benefit of our employees.

**Budget & Financial Summary:** No cost to City (Employee Voluntary Benefit)

**Attachments:** Allstate Employer's Acceptance of Voluntary Insurance Program



# Employer's Acceptance of Voluntary Insurance Program

American Heritage Life Insurance Company  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224  
1-800-521-3535

This is to advise American Heritage Life Insurance Company (AHL) that we will process AHL's Voluntary Insurance Program for the benefit of our employees. For each employee who executes a payroll deduction request, we will withhold the amount authorized. We will forward this money either: (i) directly to AHL upon notice of the premium due from each employee, or (ii) to the credit union if named below.

We may, upon written notice to AHL and to our employees, discontinue our participation in AHL's Voluntary Insurance Program. In such event, the continued payment of premiums will be a matter directly between each employee and AHL.

We assume no responsibility for forwarding premiums from anyone other than current employees.

We understand that AHL does not disclose personal information about our employees to companies or organizations not affiliated with AHL that would use the information to market their own products and services. However, AHL may share with us personal information about our employees, and other persons, in order to carry out the purpose of AHL's Voluntary Insurance Program. Personal information includes all personally identifiable health information and other information about a person that:

- a person provides to AHL to obtain insurance,
- results from an insurance transaction, or
- is otherwise obtained in connection with providing insurance.

We agree not to disclose or use this personal information except as necessary for our participation in AHL's Voluntary Insurance Program. We may be provided access to this information in electronic form and are responsible for limiting this access to those necessary for our participation.

Employer Name: City of College Station, TX

Address (Street & Number): 1101 Texas Avenue

City: College Station State: TX Zip: 77840

Telephone: 979-764-3517 Fax: 979-764-3800 Email: kvoitier@cs.tx.gov

Employer Selected Insurance Plan(s): Group Accident ; Group Critical Illness

Future Purchase Option Rider Selected:  Yes  No

Check here if payroll deductions will be sent to Credit Union.

Credit Union to which deductions will be forwarded: \_\_\_\_\_

Agent of Record: Charlotte Santa Cruz Agent # 304wo

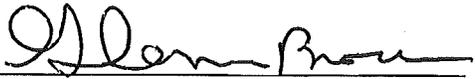
Accepted by Employer:

Signature: SEE ATTACHED Title: \_\_\_\_\_

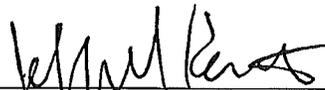
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

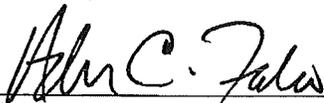
EXECUTED in triplicate originals this 17<sup>th</sup> day of November, 2010  
by CITY.

**CITY OF COLLEGE STATION**

BY:   
City Manager  
Date: 11/17/10

APPROVED:

  
Chief Financial Officer  
Date: 11-17-10

  
City Attorney  
Date: 11-17-10

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

December 9, 2010  
Consent Agenda Item No. 2e  
Third Party Administrator Services for Fiscal Year 2011

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with A S & G Claims Administration Inc., for an annual expenditure of \$52,000. Anticipated FY11 workers compensation claims are \$225,000 and anticipated FY11 liability claims are \$300,000.

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

**Recommendation(s):** In September 2008, Abercrombie Simmons & Gillette, Inc. was selected from a group of ten proposals for Third-Party Claims Administration. The approved contract provided for four (4) one-year renewals. Staff recommends renewal of the contract with A S & G Claims Administration, Inc., for the City's Third-Party Claims Administration, and authorization to pay up to \$525,000 for anticipated Workers' Compensation and Liability claims.

**Summary:** The City of College Station is self-insured, which requires claims adjustment services on all workers' compensation claims and significant liability claims. A S & G Claims Administration, Inc. has provided excellent customer service while continuing to assist the City in reducing claims administration costs. This is the second renewal option and is effective October 1, 2010 through September 30, 2011.

**Budget & Financial Summary:** Funds are available in the Property/Casualty Fund and the Workers' Compensation Fund of the FY11 budget to pay this premium and to pay anticipated claims.

**Attachments:**

Contract renewal for Third-Party Claims Administration is available in the City Secretary's Office.



**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew RFP No. 08-87; Contract No. 08-290, for Third Party Claims Administration in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$52,000.00.

I understand this renewal term will be for the period beginning October 1, 2010 through September 30, 2011. This is the second renewal term.

**ABERCROMBIE, SIMMONS & GILLETTE, INC.**

Wanda Browning  
Wanda Browning

11/17/10  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

Alan C. Julio  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

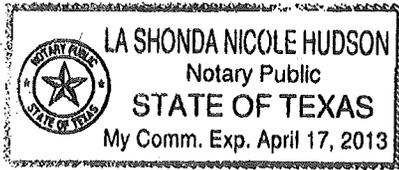
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 17<sup>th</sup> day of November, 2010,  
by Wanda Browning in his/her capacity as Exec Vice President of  
AS&G Claims Administration a TEXAS Corporation, on behalf of said corporation.



La Shonda Nicole Hudson  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
By \_\_\_\_\_, in his/her capacity as Mayor of the City of College  
Station, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

**December 9, 2010**  
**Consent Agenda Item No. 2f**  
**Renewal of Annual Purchasing Agreement for Dewatering Chemical**

**To:** Glenn Brown, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$39,200, and an annual purchasing agreement for dewatering chemical (polymer) with Atlantic Coast Polymer, Inc. not to exceed \$172,560.

**Relationship to Strategic Goals:** Financially sustainable city providing response to core services and infrastructure.

**Recommendation(s):** Staff recommends renewal of these annual purchasing agreements.

**Summary:** Polymer is a water treatment chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water for treatment and disposal. Three separate processes use polymer for solids removal:

- Ø the Carters Creek WWTP thickening process
- Ø the Carters Creek WWTP centrifuge process
- Ø the Lick Creek WWTP centrifuge process.

Invitation to bid #08-83 received bids from three vendors. Performance trials were conducted with products from all three companies. The products that were most cost effective in these trials result in the following projected annual costs:

- Ø Fort Bend Services' projected annual cost for the Carters Creek WWTP thickening process was \$39,200.00.
- Ø Atlantic Coast Polymer's projected annual cost for the Carters Creek WWTP centrifuge process was \$137,520.00.
- Ø Atlantic Coast Polymer's projected annual cost for the Lick Creek WWTP centrifuge process was \$35,040.00.

Fort Bend Services and Atlantic Coast Polymer have expressed a willingness to renew these annual agreements despite the fact that these chemicals are derived largely from petroleum and petroleum prices continue to fluctuate. Their prices are fair and reasonable, and the products continue to perform well, so staff recommends approval of the renewal.

**Budget & Financial Summary:** Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

**Attachments:**

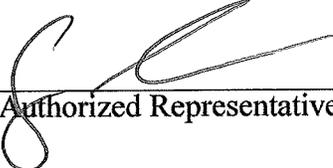
Renewal Agreements

-----  
**RENEWAL ACCEPTANCE NO. 2**

By signing herewith, I acknowledge and agree to renew Bid No. 08-83 for Annual Liquid & Dry Polymer in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$172,560.00.

I understand this renewal term will be for the period beginning December 16, 2010 through December 15, 2011.

**ATLANTIC COAST POLYMERS, INC.**

  
\_\_\_\_\_  
Authorized Representative

11/15/10  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

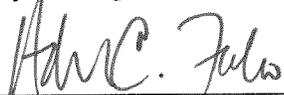
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Travis

This instrument was acknowledged on the 15 day of November, 2010,

by Stuart Siegel in his/her capacity as President of

Atlantic Coast Polymers Inc., a TEXAS Corporation, on behalf of said corporation.



Helin Kay Lehman  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

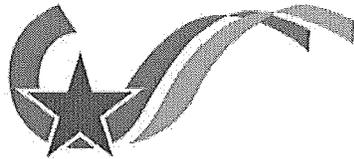
COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,

By \_\_\_\_\_, in her capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*



CITY OF COLLEGE STATION

1101 Texas Avenue  
College Station, TX 77840  
[www.cstx.gov](http://www.cstx.gov)

**ANNUAL PRICE AGREEMENT  
AND  
SPECIFICATIONS  
FOR  
BID #08-83**

**BID OPENING DATE: AUGUST 13, 2008 @2:00 P.M. CST**

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until August 13, 2008, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, C.P.M., Buyer, Purchasing Services Division, (979) 764-3437. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

**INTRODUCTION**

Bids are solicited for an annual agreement for liquid and dry polymer with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

**NOTE: Bid opportunities are posted on our website at [www.cstx.gov](http://www.cstx.gov). Some bids, but not all, are conducive to receipt of bids via the City of College Station's On-Line Bidding System. These bids are encrypted and remain effectively locked until the due date and time. If you are interested in submitting your bid on-line, you must be registered with the City of College Station. See On-Line Bidding at [www.cstx.gov](http://www.cstx.gov) for more information.**

**DEFINITIONS, TERMS AND CONDITIONS**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

**Definitions**

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**Collusion**

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

**Communication**

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

**Confidentiality**

Public agencies in Texas are subject to the Public Information Act.

**Delivery**

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

**Electronic Documents**

Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

**Exceptions**

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

**Extension of Contract**

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than five percent (8%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**Financial Condition**

Contractor must provide audited financial statements, if requested, to the City.

**Fiscal Funding**

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

**Forms**

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.



November 15, 2010

**RECEIVE**

Fort Bend Services, Inc.  
Attn: David James  
PO Box 1688  
Stafford, TX 77497

NOV 17 2010

**RE: Renewal #2 – Bid No. 08-83  
Annual Price Agreement for Liquid & Dry Polymer**

Dear Mr. James:

The City of College Station appreciates the services provided by Fort Bend Services, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of December 16, 2010 through December 15, 2011 under the same terms and conditions.

If this meets with your company's approval, please complete this renewal agreement with your signature and return it (original) to us no later than Tuesday, November 23, 2010. We will then issue your company a new purchase order effective December 16, 2010 through December 15, 2011.

Should you have any questions, please call me at (979) 764-3558 or send an e-mail to [ldavis@cstx.gov](mailto:ldavis@cstx.gov).

Sincerely,

Lisa D. Davis  
Buyer

-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid No. 08-83, for Annual Price Agreement for Liquid & Dry Polymer in accordance with all terms and conditions previously agreed to and accepted.

I understand this purchase order will be for a one (1) year period beginning December 16, 2010 through December 15, 2011. The amount of the renewal agreement shall not exceed \$39,200.00.

**Fort Bend Services, Inc,**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\*\*\*\*\*

**December 9, 2010  
Consent Agenda Item No. 2g  
Real Estate Appraisal Services  
Contract Renewal**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-218). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

**Relationship to Strategic Goals:** Goal 1, Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Staff recommends approval of the Master Agreements.

**Summary:** As a result of RFP No. 09-69, Request for Proposal of Real Estate Appraisal Services, three real estate appraisal firms were selected last year to prepare real estate appraisal reports and provide real estate consulting services to the City of College Station. At this time we are requesting that the Master Agreements for two of those three firms be renewed. Typical appraisal assignments include appraisal of public utility easements; the appraisal of partial fee simple acquisitions; the appraisal of tracts for park land and other municipal uses. Each agreement will have a not to exceed amount of \$50,000. In order to keep multiple projects going concurrently, staff will assign projects to these firms on a rotating basis.

**Budget & Financial Summary:** Funds for the appraisals are budgeted in the various funds out of which the land will be purchased. In the case of land purchases for capital projects, the funds are budgeted as part of the capital project.

**Attachments:**

- 1.) Renewal Acceptance Form - Holtkamp Realty Consultants (in City Secretary's Office)
- 2.) Renewal Acceptance Form - S.T. Lovett & Associates (in City Secretary's Office)

**December 9, 2010**  
**Consent Agenda Item No. 2h**  
**Dowling Road High Service Pump Station Improvements**  
**Professional Services Contract**  
**Project Number WF1223117**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract 11-063 with Malcolm Pirnie, Inc. for \$406,641.00 for design, bidding, and construction phase services for the Dowling Road High Service Pump Station Improvement Project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Staff recommends approval of this professional services contract.

**Summary:** The scope of the project is the design of improvements to the Dowling Road High Service Pump Station to increase the firm pumping capacity from 22,000 gallons per minute (GPM) to 29,000 GPM. This expansion will keep the City's firm pumping capacity within the Texas Commission on Environmental Quality rules for municipal water supply systems based on projected growth. Malcolm Pirnie, Inc. was selected for this project as part of RFQ #10-19.

**Budget & Financial Summary:** The P.O. for the project design is \$406,641. \$2,500,000 is budgeted for this project in the Water Capital Improvement Projects Fund. \$115,321 has been expended or committed to date, leaving a balance of \$2,384,679 for design and construction. The majority of the construction is scheduled to occur in FY12.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DOWLING ROAD HIGH SERVICE PUMP STATION IMPROVEMENTS PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services; and

WHEREAS, the selection of Malcolm Pirnie, Inc. is being recommended as the most highly qualified provider of the design and construction phase services; 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 Malcolm Pirnie, Inc. is the most highly qualified provider of the services for Dowling Road High Service Pump Station Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc. for an amount not to exceed \$406,641.00 for the design and construction phase services related to the Dowling Road High Service Pump Station Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$406,641.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
City Attorney

# DOWLING RD HIGH SERVICE PUMP STATION IMPROVEMENTS



**December 9, 2010  
Consent Agenda Item No. 2i  
Sanitary Sewer Lift Station  
Professional Services Contract  
Project Number WF1338390**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract 11-064 with Jones & Carter, Inc. for \$242,000.00 for design, bidding, and construction phase services for a lift station to be constructed near the intersection of Rock Prairie Road and State Highway 6.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of this professional services contract.

**Summary:** The proposed Scott & White Hospital, located at the southeast corner of North State Highway 6 and Rock Prairie Road, needs sewer service by June 2012. The scope of this professional services contract is for design and construction administration for a new lift station that will provide sewer service to the proposed Scott & White Hospital. The construction plans will include a force main design that will carry the flow from the lift station along the Highway 6 Frontage Road and discharge in to the Spring Creek gravity sewer line, approximately 3,000 feet north of William D. Fitch Parkway. The consultant will also evaluate the possibility of extending a gravity pipeline from the existing City of College Station Lift Station No. 3 site to this new lift station site which could allow the City to decommission Lift Station No. 3. The new lift station will be designed to accommodate the wastewater flow from all parcels of the Scott and White development.

**Budget & Financial Summary:** The contract amount for this project is \$242,000.00. The estimated total cost for this project (design and construction) is \$1,500,000. Funds for this project will come from several sources: \$500,000 will come from the Wastewater Capital Improvement Projects Fund, \$500,000 will come from the Economic Development Fund, \$250,000 will be the cash contribution from Scott and White, and \$250,000 will come from Scott and White in the form of a land donation for a future water tower. The land being donated is valued at \$250,000 and will offset a future necessary land purchase by the Water Fund.

This project was established as part of a development agreement approved by Council on November 22, 2010. The project was not anticipated when the FY 2011 budget was developed and was not included in the FY 2011 Wastewater Capital Improvement Projects Fund. Current and forecasted wastewater utility rates do not support the addition of the project without a corresponding rate increase. Therefore, construction on the South Knoll/The Glade Rehabilitation project will be deferred until the potential budget shortfall can be addressed.

Design for this project is estimated for FY 2011 and the majority of the construction is estimated to occur in FY 2012. This project will be included on a future FY 2011 budget amendment to establish the budget for design and construction.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE SCOTT & WHITE HOSPITAL LIFT STATION PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services for the Scott & White Hospital Lift Station Project; and

WHEREAS, the selection of Jones and Carter, Inc. is being recommended as the most highly qualified provider of the design and construction phase services; 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 Jones and Carter, Inc. is the most highly qualified provider of the services for Scott & White Hospital Lift Station Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Jones and Carter, Inc. for an amount not to exceed \$242,000.00 for the design and construction phase services related to the Scott & White Hospital Lift Station Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Services Fund in the amount of \$ 242,000.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

# SCOTT & WHITE LIFT STATION



December 9, 2010  
Consent Agenda Item No. 2j  
South Knoll/The Glade Utility Rehabilitation Project  
Professional Services Contract Change Order  
Project Numbers WF1044480 & WF1044485

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a change order to the Professional Services Contract 09-070 with Weston Solutions, Inc. for an increase in the amount of \$103,647.00 to the South Knoll/The Glade Utility Rehabilitation Project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II.1, Preserving and restoring older neighborhoods.

**Recommendation(s):** Staff recommends approval of the change order.

**Summary:** The purpose of this project is to rehabilitate deteriorating water and wastewater utilities in the area generally bounded by Haines, Southwest Parkway, Glade, and Langford. Currently many of the existing sanitary sewer lines are located in utility easements at the rear of the home. Having these pipelines at the rear of the house creates challenges for city crews to access the infrastructure to perform maintenance and cleaning. Therefore, the pipelines are being relocated into the right-of-way in front of the houses. Doing so will require that the gravity sanitary sewer service connection be routed from the rear of the house through the front yard to the new sewer line in the street.

The original project approach was to require the construction contractor to hire a licensed plumber to develop a detailed plan to reroute each service connection to the new gravity sewer line to be constructed in the right-of-way. Staff is recommending that the project scope be revised to include the design of the service connections in this contract. Doing so will place the design responsibility of the gravity sewer line and the service connection on the design engineer. In addition, the arborist on the design team will be able to assist the engineer in determining a route for new service connections to ensure any adjacent trees are not negatively impacted.

Please note, that this change order simply reduces the scope of work for the construction contractor and increases the scope of work for the design engineer, so the net impact to the project budget is negligible. Plus, the inclusion of this change order will increase the overall design fee to 11% of project cost, which is very reasonable for a rehabilitation project. The reasonable cost, combined with the advantage of one party being responsible for design, makes this change order a prudent action that staff recommends approving.

**Budget & Financial Summary:** Change Order No. 3 will increase the contract amount by \$103,647 for a revised contract total of \$472,530. \$2,246,738 is budgeted for this project in the Water Capital Improvement Projects Fund and \$2,052,223 is budgeted for this project in the Wastewater Capital Improvement Projects Fund. A total of \$374,500.65 has been expended or committed to date, leaving a balance of \$3,924,460.35 for this change order and construction. This increase will be applied to the Wastewater Capital Improvement Project Fund.

**Attachments:**

- 1.) Change Order
- 2.) Project Location Map

**CHANGE ORDER NO. 3** Contract No. 09-070 DATE: 9 November 2010  
P.O.# 090389 PROJECT: South Knoll/The Glade Rehabilitation Project

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

**CONTRACTOR:** Weston Solutions, Inc  
2705 Bee Caves Rd STE 100 Ph: (512) 651-7100  
Austin TX 78746 Fax: (512) 651-7101

**PURPOSE OF THIS CHANGE ORDER:**

**Additional Design Work:** In discussions with local residents, the design firm and water utilities, it has been recommended to add design of the rerouted private wastewater services to the design contract. As part of the project, the sanitary service connections that currently connect to rear lot lines are being abandoned and rerouted to the front of the homes. The purpose of preparing the design of these new service connections is to eliminate the need for the contractor and their licensed plumber to be responsible for the designs and routes during the construction phase. The objective of this change order is to prepare a service connection design specific to each relocated service connection to the proposed sanitary sewer connector which requires additional surveying and field work on private property requiring coordination with each owner.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Sanitary Sewer Service Relocation Design	\$103,647	0	1	\$103,647.00
					TOTAL	\$103,647.00

THE NET AFFECT OF THIS CHANGE ORDER IS 28.99% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$357,533.00	
Change Order No. 1	\$4,400.00	1.23% CHANGE
Change Order No. 2	\$6,950.00	1.94% CHANGE
Change Order No. 3	\$103,647.00	28.99% CHANGE
REVISED CONTRACT AMOUNT	\$472,530.00	32.16% TOTAL CHANGE

SUBSTANTIAL COMPLETION DATE 1-Apr-11

APPROVED

 11/11/2010  
A/E CONTRACTOR Date CHIEF FINANCIAL OFFICER Date

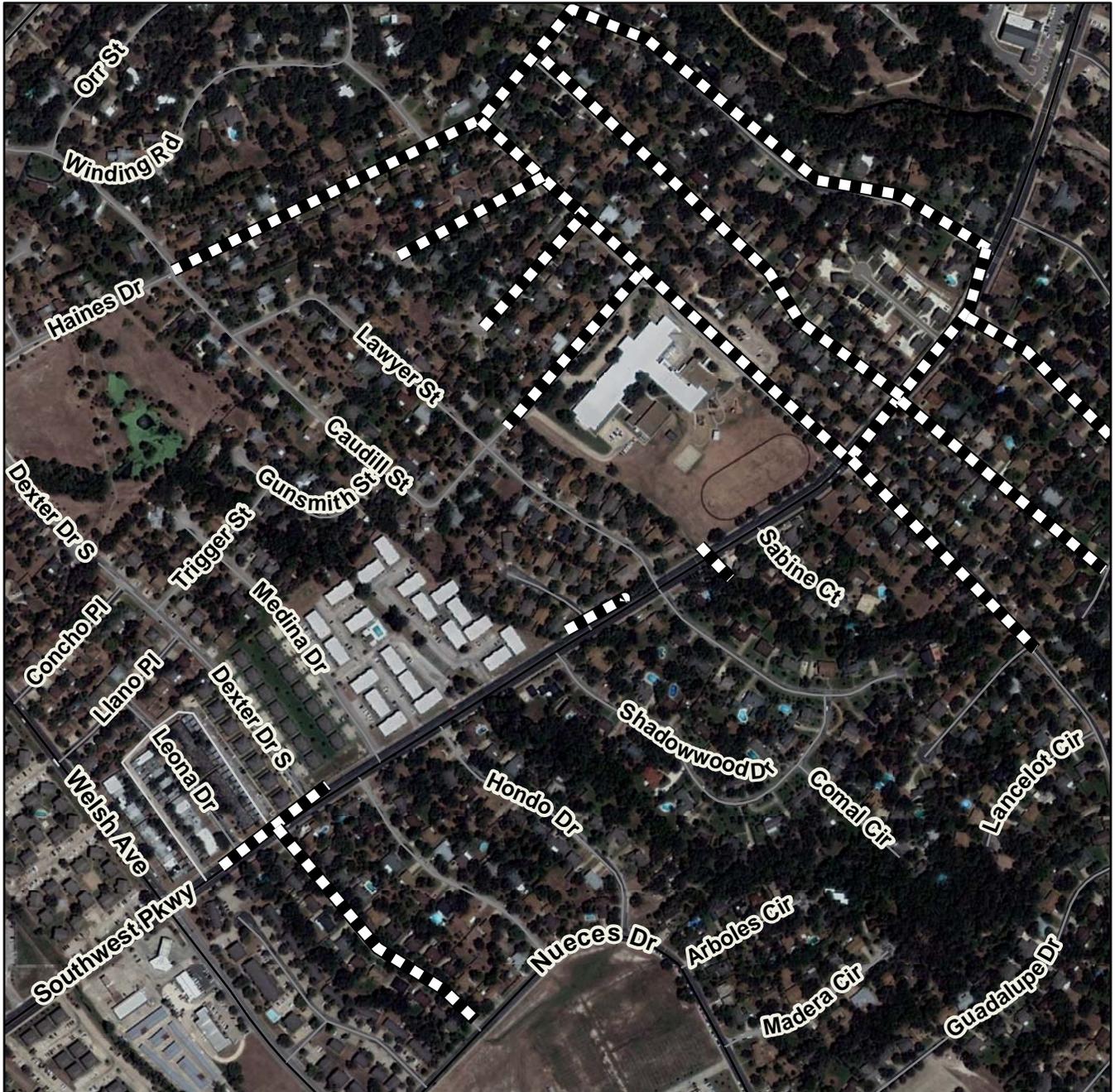
 11/15/2010   
PROJECT MANAGER Date CITY ATTORNEY Date

 16 Nov 10  
DEPARTMENT DIRECTOR Date CITY SECRETARY Date

CITY MANAGER Date

MAYOR Date

# South Knoll/The Glade Rehabilitation Project Location Map



**December 9, 2010  
Consent Agenda Item No. 2k  
Annual Contract for Gasoline and Diesel Fuel**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation (Bryan, TX) for one year; and authorize the annual estimated expenditures of \$1,252,000.00.

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

**Recommendation(s):** Staff recommends approval of the renewal of the contract and authorize estimated annual expenditures totaling \$1,252,000.00 to Brenco Marketing Corporation. The contract has firm fixed prices for profit and delivery, allowing the City to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on the anticipated annual fuel usage and the average price per gallon over the past year for gasoline and diesel.

**Summary:** Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Four (4) sealed bids were received and opened on July 20, 2009. Brenco Marketing Corporation's bid offered the best value meeting specifications.

This renewal agreement will allow the City to renew the agreement for a term of one year, December 20, 2010 through December 19, 2011. This is the first of four possible renewal terms available. Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

**Budget & Financial Summary:** Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

**Attachments:** Renewal Letter Acceptance

**December 9, 2010**  
**Consent Agenda Item No. 2L**  
**Interlocal Agreement with City of Fort Worth**

**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 City of Fort Worth.

**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 City of Fort Worth 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. Particularly, the City of Fort Worth has a contract with JP Morgan Chase for Procurement Card services that staff is interested in piggybacking that will provide the City of College Station with potential rebate revenue.

**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 City of Fort Worth

**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the City of College Station (“College Station”) and the City of Fort Worth, Texas (“Fort Worth”).

**WHEREAS**, both College Station and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, College Station and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, College Station and Fort Worth agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide College Station and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

**SECTION 3.** At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

**SECTION 4.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

City of Fort Worth & City of College Station  
Cooperative Purchasing Agreement

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**SECTION 10.** Execution of this Agreement does not obligate College Station or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

City of Fort Worth & City of College Station  
Cooperative Purchasing Agreement

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF FORT WORTH**  
1000 Throckmorton Street  
Fort Worth, Texas 76102

**CITY OF COLLEGE STATION**  
1101 Texas Avenue  
College Station, Texas 77840

By: \_\_\_\_\_  
Karen L. Montgomery

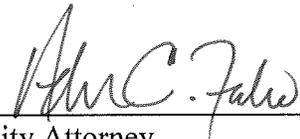
By: \_\_\_\_\_

Title: Assistant City Manager

Title: Mayor

**APPROVED AS TO  
FORM AND LEGALITY:**

\_\_\_\_\_  
Denis McElroy  
Assistant City Attorney

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Marty Hendrix, City Secretary

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**December 9, 2010**  
**Consent Agenda Item No. 2m**  
**Participation Agreement with JP Morgan Chase**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on a Participation Agreement with JP Morgan Chase for commercial card services related to our procurement card program.

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

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

**Summary:** City Council approved the original contract for procurement commercial card services in February 1999 with Bank of America. The banking industry has evolved and due to mergers the City is currently utilizing JPMorgan Chase for our procurement card program. By simply joining the Fort Worth consortium for card services, our program will not need to change, but we can expect to receive rebate revenue due to the increased aggregate volume realized through the consortium.

**Budget & Financial Summary:** No expenses will be incurred to approve the Participation Agreement. Future revenue through rebates may be realized through the new agreement with JPMorgan Chase by piggybacking the Fort Worth agreement.

**Attachments:** Participation Agreement with JPMorgan Chase utilizing the Fort Worth Commercial Card Sales Contract.

## PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date"), by and between City of College Station, a Texas Municipality (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

### WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, IL 60670-0199  
Attn: Commercial Card Contracts Manager

To the Participant: City of College Station  
  
\_\_\_\_\_  
1101 Texas Avenue  
  
\_\_\_\_\_  
College Station, TX 77840  
  
\_\_\_\_\_  
Attn: Cheryl Turney  
  
\_\_\_\_\_

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

**BANK:**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

**PARTICIPANT:**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

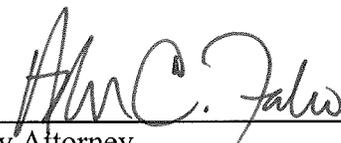
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

**December 9, 2010  
Consent Agenda Item No. 2n  
Reimbursement Resolution for  
Southwood 5-7 Rehabilitation Project**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Southwood 5-7 Rehabilitation project.

**Recommendation(s):** Staff recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** Council approved the construction contract for this project on October 25, 2010 (Consent Agenda Item 2k). On projects for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure. The resolution is typically adopted at the time the contract is awarded, but was inadvertently left off of the agenda when the item was brought to Council.

**Budget & Financial Summary:** The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for this project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, on March 26, 2009, the City adopted a resolution declaring intention to reimburse certain expenditures with proceeds from debt with respect to the Project in an amount not to exceed \$3,400,000; and

WHEREAS, as bids have been received for the by the City for the construction of the Project, it is possible that debt in excess of \$5,000,000 may be required to reimburse the City for the full costs of the Project; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$5,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 9th DAY OF DECEMBER, 2010.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:

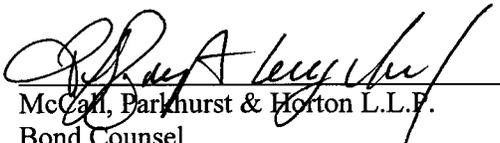
  
\_\_\_\_\_  
Robert A. Long  
McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Southwood 5-7: Rehabilitation of the water and wastewater lines in the Southwood area, in the vicinity of Southwest Parkway, FM 2818, Glade Street, Welsh Avenue and Shadowwood Drive.

**December 9, 2010**  
**Consent Agenda Item No. 2o**  
**Intergovernmental Contract between the City of College Station and the City of Bryan for the Operation of the Larry J. Ringer Public Library**

**To:** Glenn Brown, City Manager

**From:** David Schmitz, Interim Director, Parks and Recreation Department

**Agenda Caption:** Presentation, possible action, and discussion regarding an update to the Intergovernmental Contract between the City of College Station and the City of Bryan for the operation of the Larry J. Ringer Public Library.

**Relationship to Strategic Goals:**

Goal I - Financially Sustainable City Providing Response to Core Services and Infrastructure  
Item 1 - Spending taxpayer money efficiently

**Recommendation(s):** Staff recommends acceptance and approval of the Intergovernmental Contract between the two cities for the operation of the Larry J. Ringer Library.

**Summary:** This item is the culmination of an in-depth review by both cities staffs to update the agreement between the City of Bryan and the City of College Station to operation the Larry J. Ringer Library, which is part of the Bryan + College Station Library System. This agreement has been in effect since July 1, 1986. The current ILA was last updated and approved in 2006. Since the original agreement, many additions and procedures had been altered to accommodate technology and the growth of the system. This updated contract encompasses those changes. In addition, it sets up a scheduled review process. This item has been placed on the Bryan City Council agenda for December 7, 2010 for their approval.

**Budget & Financial Summary:** The contract has a formula which calculates the cost of operations for that fiscal year, as well as a method to "true up" any repayments at year end. The proposed FY11 payment to City of Bryan:

FY11 Payment for O&M = \$966,905

FY11 Payment for books = \$40,000 (note: \$20,000 from GF and \$20,000 from book fund)

FY11 Total payment to Bryan = \$1,006,905

In addition, College Station funds \$62,896 out of General Fund for the physical assets (utilities, fleet, insurance, building repairs).

FY11 Total Library Budget = \$1,069,801

**Attachments:**

1. Intergovernmental Contract between Bryan and College Station for the Operation of the Larry J. Ringer Library
- 2.

INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION

This agreement is entered into by and between the City of College Station (hereinafter referred to as "COLLEGE STATION") and the City of Bryan (hereinafter referred to as "BRYAN") and shall be effective on the 1<sup>st</sup> day of October 2010.

RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code; and

WHEREAS, home rule cities are authorized to enter into agreements with one another for the performance of any governmental service, activity or undertaking; and

WHEREAS, by voter approval of a referendum on the 25<sup>th</sup> day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits; and

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION desire to partner together through a mutual agreement to provide a Bryan + College Station Library System which includes libraries located in both municipalities;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

ARTICLE I. PREMISES

- 1.01 COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. Currently these premises are located at 1818 Harvey Mitchell Pkwy. S., College Station, TX 77845 and shall sometimes herein be referred to as the Premises or the Larry J. Ringer Library. The Premises shall, at a minimum, include 15,000 square feet of heated/air conditioned floor space. Said Premises shall be located within the city limits of COLLEGE STATION as provided by the terms of this Agreement.
- 1.02 In the event that COLLEGE STATION requires the relocation or expansion of the Premises, COLLEGE STATION shall pay the cost of same.
- 1.03 Except as may be expressly set forth herein, COLLEGE STATION shall be responsible for maintenance, repairs, and expansion of the grounds and the structures on the Premises.
- 1.04 BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control.
- 1.05 BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered on the premises.

Bryan + College Station Public Library System            1

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CS Contract # 11-022

## ARTICLE II. MANAGEMENT AND STAFFING

- 2.01 BRYAN shall be responsible for providing College Station Library Services. COLLEGE STATION shall pay for these services as set forth in this Agreement, including Exhibits "A" and "B" which are attached hereto and incorporated by reference herein.
- 2.02 A Library System Director shall be engaged by BRYAN whose responsibilities include overseeing the provision of College Station Library Services. All employees, contractors, agents, and volunteers engaged in providing College Station Library Services on the Premises or elsewhere shall be considered those of BRYAN, and such people shall provide services under the supervision and direction of the Library System Director.
- 2.03 Upon termination of this Agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.

## ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01 BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The final authority for the selection of library materials rests with the Library System Director. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
- 3.02 All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property of COLLEGE STATION. For purposes of this Agreement, "materials" means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.
- 3.03 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.
- 3.04 BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

Bryan + College Station Public Library System            2

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CS Contract # 11-022

#### ARTICLE IV. PROGRAMS AND OTHER SERVICES

- 4.01 BRYAN agrees to provide College Station Library Services as set forth in this Agreement. This includes providing, managing and paying personnel necessary to operate the Larry J. Ringer Library; maintaining regular hours of business; purchasing materials and electronic subscriptions or rights of access to various data bases for the library, managing the borrowing or accessing of materials; tracking when materials are accessed, checked out, returned, paid for, fines paid and revenue received; operational budgeting; paying invoices associated with library activity; maintaining software related to the provision of library functions; and any and all other library services typical to the overall functioning of the Premises as a public library unless expressly provided for otherwise pursuant to the terms of this Agreement. The term College Station Library Services shall also include a portion of the salaries and benefits for the Library System Director as well as a pro rata share of indirect costs as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 4.02 BRYAN operates one or more libraries outside of the city limits of the COLLEGE STATION. Collectively the libraries operated by BRYAN on the Premises and elsewhere throughout the community at large shall be referred to as the Bryan + College Station Library System (the "System"). This includes operation of the Twin City Inter-Library Loan Program under the direction of Library System Director. The Twin City Inter-Library Loan Program is the van delivery service that transfers library materials between the Larry J. Ringer Library and other libraries within the System. This loan program is included in the College Station Library Services to be provided by BRYAN to the Premises and the cost is shared equally among the parties. The cost of such program shall include vehicle replacement, maintenance and fuel.
- 4.03 BRYAN maintains a license with Polaris Library Systems to use and operate Polaris ILS, a library automation system. BRYAN will house, operate, upgrade and provide maintenance of the Polaris ILS. BRYAN will use the Polaris ILS to check in and out items, track book collections, and other collections, etc. BRYAN will perform back-ups, generate overdue notices and other reports as necessary. At all times during this Agreement the license shall remain with Bryan.
- 4.04 Significant upgrades and replacement of any other shared information technology may occur only with mutual agreement of both Cities.
- 4.05 Except as provided above, COLLEGE STATION shall maintain all hardware and software for the work stations that are in use at the Larry J. Ringer Library; and, notwithstanding any provision in this Agreement to the contrary, those workstations and the hardware and software related thereto remain the property of COLLEGE STATION.
- 4.06 BRYAN and COLLEGE STATION agree to maintain a secure network tunnel related to the Premises use as a public library and provision of College Station Library Services

Bryan + College Station Public Library System 3

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between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.

#### ARTICLE V. HOURS OF OPERATION

- 5.01 The Bryan + College Station Public Library System shall maintain operating hours as the parties shall mutually agree upon on an annual basis, subject to annual budget appropriations.

#### ARTICLE VI. INSURANCE AND LIABILITY

- 6.01 COLLEGE STATION shall maintain insurance on the Premises for the Larry J. Ringer Library, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. COLLEGE STATION will maintain liability insurance on all vehicles owned by it and used to fulfill its obligations hereunder, including property damage and bodily injury.
- 6.02 BRYAN shall maintain workers compensation coverage for its employees on the Premises and shall carry such other liability insurance coverage for its employees, contractors, volunteers and agents engaged in providing services pursuant to this Agreement as it would for its other libraries within the System.
- 6.03 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 terms of this Agreement, as permitted by law.
- 6.04 The insurance benefits provided by BRYAN to the employees retained under the terms of this Agreement shall be the same as provided to all other BRYAN employees.
- 6.05 BRYAN shall, to the extent permitted by law, indemnify, and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this Agreement, and its use of any contractor, agent or volunteer in providing College Station Library Services.

#### ARTICLE VII. FINANCIAL

- 7.01 COLLEGE STATION and BRYAN agree to abide by and share in the development and implementation of a budget for the Premises as set forth herein. The budget shall include at a minimum the cost of College Station Library Services to be performed by BRYAN, the cost of janitorial services, the cost of maintaining and purchasing library materials, building and premises maintenance and operation, and any and all other

Bryan + College Station Public Library System 4

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CS Contract # 11-022

miscellaneous costs as may be required or desired by COLLEGE STATION related to the upkeep and improvement of the Premises. Said costs shall collectively be referred to as the College Station Library Costs. COLLEGE STATION is responsible for paying the College Station Library Costs as set forth herein.

- 7.02 By May 31st of each year, BRYAN shall submit to COLLEGE STATION its projected costs in providing College Station Library Services and janitorial services. The projected costs in providing such services shall be provided by BRYAN to COLLEGE STATION in such reasonable detail as COLLEGE STATION may require. COLLEGE STATION shall prepare a complete budget for the College Station Library Costs which shall include the projected costs of College Station Library Services and janitorial services to be provided by BRYAN. Such budget shall be a part of the COLLEGE STATION general budget and shall include all costs necessary to operate the Premises in a professional manner, including those expenditures associated with operating the library.
- 7.03 Both parties agree that the proposed budget for College Station Library Services shall be duly approved by the governing body for each. Both parties will advise the other as to the approved annual budget as promptly as possible. It is understood by the parties that the approval of the budget is a legislative function.
- 7.04 Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's materials to the total number of materials in the Bryan + College Station Library System. Restricted gift revenue, endowments and other financial resources not generated as revenue from the provision of library services will be excluded from this calculation. At the end of each budget cycle actual expenditures shall be offset by credits pursuant to the formula as set forth in Exhibit "A."
- 7.05 At the time the proposed costs for College Station Library Services and janitorial services are submitted by BRYAN as described in this article, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered or how much is still owed for which there is an insufficient budgeted amount from the College Station Library Services and janitorial services line items that were adopted as part of the budget for the College Station Library Costs for the most recently closed fiscal year. Said funds shall be applied as an adjustment to or against the next fiscal year's College Station Library Services, as the case may be.
- 7.06 In the event this Agreement is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION.
- 7.07 The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in "Exhibit A".
- 7.08 No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.

#### ARTICLE VIII. MANNER OF PAYMENT

Bryan + College Station Public Library System 5

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CS Contract # 11-022

- 8.01 COLLEGE STATION agrees to pay BRYAN as set forth herein. COLLEGE STATION shall pay BRYAN the amount it owes for the current fiscal year pursuant to the terms of this Agreement, including Exhibits "A" and "B" for services to be performed by BRYAN in twelve (12) equal monthly installments due on the first day of each month.
- 8.02 In addition to the consideration paid herein, COLLEGE STATION shall make available to BRYAN a monetary amount to be determined annually by COLLEGE STATION through the budget appropriation process in consultation with the Library System Director, to be used by BRYAN for the purchase of Larry J. Ringer Library materials.

#### ARTICLE IX. REPORTING AND ACCOUNTING

- 9.01 Within twenty (20) days of the end of the previous month, BRYAN shall send to the COLLEGE STATION City Manager or his representative a monthly expense budget report and account activity report.
- 9.02 BRYAN shall promptly submit all invoices relating to expenditures from any COLLEGE STATION purchase orders provided by COLLEGE STATION to BRYAN for the purchase of library materials.
- 9.03 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 9.04 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the Larry J. Ringer Library with the Library System Director in February of each year this Agreement is in effect. The annual review shall include, but is not limited to, library performance measures, library goals, library operation changes, and renewal of this Agreement. Performance measures will be reported quarterly to the COLLEGE STATION City Manager or his representative.

#### ARTICLE X. ADVISORY BOARD

- 10.01 A Bryan + College Station Library System Advisory Board was established January 1, 1998. The Advisory Board is comprised of eight (8) members serving two year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) Board members appointed by each City shall expire annually.
- 10.02 The duties of the Bryan + College Station Library System Advisory Board will be to encourage the development of the Bryan + College Station Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and

render to the City Councils all recommendations it considers advisable regarding the Bryan + College Station Library System.

ARTICLE XI. TERM

- 11.01 This Agreement shall automatically renew annually for up to a total of four one year terms and be effective from October 1<sup>st</sup> of each year until September 30<sup>th</sup>. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each City.
- 11.02 Either party may terminate this Agreement by written notice sent not less than six (6) months prior to the annual expiration date.
- 11.03 This Agreement is the entire Agreement of the parties and may be changed or amended only by written agreement of both parties.
- 11.04 In the event of termination of this Agreement, COLLEGE STATION and BRYAN shall return to the other entity any of the other's personalty. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION. BRYAN shall remain the license holder for Polaris ILS and COLLEGE STATION hereby consents to the removal of all software and hardware related to said license from the Premises as required by the license agreement with Polaris Library Systems. BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services, subject to offsets for any penalties assessed by the subscription or service provider(s).

*(The remainder of this page intentionally left blank.)*

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Mayor Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Manager Date \_\_\_\_\_

\_\_\_\_\_  
City Attorney Date \_\_\_\_\_

\_\_\_\_\_  
Date  
Chief Financial Officer

**CITY OF BRYAN**

\_\_\_\_\_  
Jason P. Bienski, Mayor Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Janis K. Hampton, City Attorney Date \_\_\_\_\_

Bryan + College Station Public Library System 8

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CS Contract # 11-022

Exhibit A

Payment Formula:  $P = CB + I - BV - R - IL$

P = Total amount COLLEGE STATION will pay BRYAN in upcoming fiscal year.

CB = Adopted O&M budget for Larry J. Ringer Library.

I = Estimated BRYAN Indirect Costs for Larry J. Ringer Library based on a study produced by or on behalf of BRYAN

BV = Prior fiscal year adopted budget less prior fiscal year actual expenditures for Larry J. Ringer Library.

R = Prior year Larry J. Ringer Library revenue.

IL = Credit due to COLLEGE STATION for 50% of costs associated with the O&M costs for Twin City Inter-Library Loan Program.

EXHIBIT B  
INDIRECT COSTS

1. Executive Services
2. Communications & Marketing
3. Internal Audit
4. Finance
5. Budget
6. Purchasing
7. Information Technology
8. Human Resources

\*COLLEGE STATION's share of the above indirect costs are based on a study conducted regularly from an independent firm.

**December 9, 2010  
Consent Agenda Item No. 2p  
i5 Replacement Project and a  
Resolution Declaring Intention to Reimburse Certain  
Expenditures with Proceeds From Debt**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval for the purchase of two (2) IBM System i Servers, respective Operating System (OS) and backup software, High Availability (HA) data replication software, and related supplies for an amount not to exceed \$200,000, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

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

**Recommendation(s):** Staff recommends approval of the purchases and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This project will replace the servers that run the City's enterprise software solution, including Financials, Utility Billing, Planning, Permitting, Work Orders, Human Resources, and Payroll among others. The machines to be replaced, in production since January of 2005, are at high risk for increased hardware failure and other problems due to age of the system. Additionally, the existing system is experiencing performance degradation in the form of slower response times for users, and storage space is reaching capacity.

To obtain best value for the city, the initial purchase will be to SPSVar, LLC, for the server hardware, OS software, and data migration services in the amount of \$139,134, to be eligible to take advantage of year-end price breaks. After functional testing and evaluation of several options for HA software, an additional purchase of up to \$36,000 will be made to SPSVar, LLC, or our existing HA software vendor, Vision Solutions. Additional backup tapes and other related supplies will also be purchased as the project implementation timeframe, scheduled for the end of January 2011, nears.

**Budget & Financial Summary:** Funds in the amount of \$200,000 are budgeted for this project (CO1101) in the General Government Capital Improvement Projects Fund. No funds have been expended or committed to date. The purchases to SPSVar, LLC are made under terms and conditions of IBM GSA Schedule 70 Contract #GS-35F-4984H. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year.

**Attachments:**

- 1.) Pricing Sheet for hardware purchase – options selected as highlighted
- 2.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

# Rates and expenses

Power requirements: 220 V

Plug type 26 is a 250 V, 10 A, IEC 320 - C14 plug

<b>Power 7 Primary Server Equipment with Optional Solid State Drives</b>	
Hardware	\$43,460
Software	\$18,669
Hardware installation and Data Migration Services	\$5,850
<b>Total Price</b>	<b>\$67,979</b>
Travel expenses (not to exceed - will bill at actual)	\$1,200
<b>Optional pricing items:</b>	
Take out price of the existing 520 Serial # A32EE	-\$1,200
Optional one year renewable maintenance agreement (1st yr charge)	\$1,000
2 x 177GB Solid State Drives Module with eMLC	\$7,480
PCIe RAID & Solid State Drive SAS Adapter	\$2,596
IBM PowerHA SystemMirror for i	\$2,763
OTC HA Switchable Resources (required for PowerHA under 6.1)	\$3,376

<b>Power 7 Secondary Server Equipment</b>	
Hardware	\$42,781
Software	\$9,048
Hardware installation and Data Migration Services	\$5,850
<b>Total price</b>	<b>\$57,679</b>
Travel expenses (not to exceed - will bill at actual)	\$1,200
<b>Optional pricing items:</b>	
Take out price of the existing 520 Serial # A32EE	-\$1,200
Optional one year renewable IBM maintenance agreement (1st yr charge)	\$1,000

<b>Maxava (formerly noMax) - logical replication software solution</b>	
<b>All products and services provided by SunGard Corporation</b>	
High Availability Software License - Primary	\$10,500
Annual maintenance	\$2,100
High Availability Software License - Target	\$10,500
Annual maintenance	\$2,100

Training and Installation	\$8,000
Total	<b>\$33,200</b>
Travel expenses (not to exceed - will bill at actual)	\$2,500

<b>PowerHA training and implementation</b>	
<b>All services provided by DLB Associates</b>	
Implementation and training	<b>\$22,500</b>
Travel expenses (not to exceed - will bill at actual)	\$2,000

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$200,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 9th DAY OF DECEMBER, 2010.

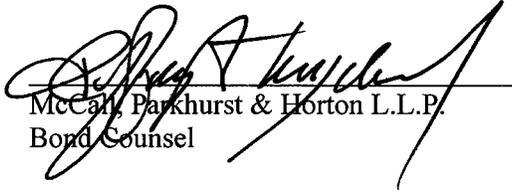
\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Replacement of the i5 system, which includes the purchase of the servers that run the City's enterprise software solution, the purchase of the respective Operating System and backup software, the purchase of High Availability data replication software and related supplies.

**December 9, 2010**  
**Consent Agenda Item No. 2q**  
**Server Consolidation and Electronic Storage Modernization**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, Information Technology Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract with MicroAge of College Station for computer network equipment, software and services to provide improved electronic data storage and management in an amount not to exceed \$177,802.58.

**Recommendation(s):** Staff recommends approval.

**Summary:** Electronic data storage for electronic files currently exceeds 8 Terabytes (8,000,000,000,000 bytes, or 8 trillion bytes), and is growing at the rate of 12% - 18% per year. The city has managed file storage by purchasing hard disk drives with individual servers for storing these files. This method is no longer feasible as storage space needs increase. There is an immediate need to implement an enterprise storage solution that can be centrally controlled and managed.

In September, the City released RFP 11-07 requesting proposals for implementing an enterprise storage management system. The City received 8 responses to the RFP. Of these responses, 1 did not address the requirements stated in the RFP and was ruled as non-responsive. A team evaluated the remaining responses and selected the top four vendors, who were invited to provide additional information regarding their proposals and to answer questions. Through this process, the lead vendor, MicroAge of College Station, was selected.

**Budget & Financial Summary:** Funding is available in the Capital Improvement Projects fund, Project # CO 0901 and CO0801 in the amount of \$169,836.92. The remaining funds in the amount of \$7,965.66 will be transferred from other technology capital projects.

**Attachments:**

1. MicroAge quote



1400 University Drive East - College Station, TX 77840  
 Phone (979)846-9727 Fax (979)268-1017  
 www.MicroAgeCS.com

# Quotation

Quote #	Date
1033	12/02/10
Sales Rep	
Ext.	

For	Phones			
Ben Roper CITY OF COLLEGE STATION 310 Krenek Tap Road College Station, TX 77842 United States	(979) 764-3538			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	12/7/2010	

	Part	Description	Qty	Price	Ext. Price
1		<b>Location 1 SAN Hardware</b>	<b>1</b>	<b>\$89,751.86</b>	<b>\$89,751.86</b>
2	BQ889A	HP P4500 G2 28.8TB SAS Multi-Site SAN Solution (4 Nodes - 20.74TB Useable)	1	\$70,314.44	\$70,314.44
3	HA110A5-8W8	HP 5y Support Plus 24 SVC - P4500 Multi-Site JW Support (support pack for BQ889A)	1	\$15,419.42	\$15,419.42
4	BQ891A	(4) HP P4000 G2 10G BASE SFP+ Upgrade Kit	4	\$1,004.50	\$4,018.00
5					
6		<b>Backup to Disk Hardware</b>	<b>1</b>	<b>\$22,407.12</b>	<b>\$22,407.12</b>
7	AW596A	HP P2000 G3 10 GbE iSCSI Dual Controller LFF Array System	1	\$7,830.20	\$7,830.20
8	AW556A	(12) HP P2000 2TB 3G SATA 7.2K 3.5in MDL HDD	12	\$599.10	\$7,189.20
9	AP843A	P2000 12 BAY 3.5IN LFF DUAL I/O DRIVE ENCLOSURE	1	\$2,332.40	\$2,332.40
10	AW556A	(6) HP P2000 2TB 3G SATA 7.2K 3.5in MDL HDD	6	\$599.10	\$3,594.60
11	HA101A3-1N7	HP 3y Next Day HW Support MSA2000 G3 support (hardware support pack for AW596A)	1	\$792.83	\$792.83
12	HA106A3-1N7	HP 3y SW Support MSA2000 G3 support (software support pack for AW596A)	1	\$152.47	\$152.47
13	HA101A3-9CL	HP 3y Next Day HW Support MSA2000 Enclosure Support (hardware support pack for AP843A)	1	\$515.42	\$515.42
14					
15		<b>Procurve Blades for connectivity</b>	<b>1</b>	<b>\$13,881.28</b>	<b>\$13,881.28</b>
16	J9309A	(4) PROCURVE 4PORT 10GBE SFP+ ZL MODULE	4	\$2,845.22	\$11,380.88
17	J9285B	(10) PROCURVE 10-GBE SFP+ 7M CABLE	10	\$250.04	\$2,500.40
18					
19		<b>MicroAge Installation/Configuration of HP Hardware</b>	<b>1</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>
20	SERPPS	SAN Installation/Configuration	1	\$6,000.00	\$6,000.00
21					
22		<b>CommVault Upgrade to Capacity-based</b>	<b>1</b>	<b>\$33,562.32</b>	<b>\$33,562.32</b>

	Part	Description	Qty	Price	Ext. Price
		<b>Licensing Model for deduplication</b>			
23	CAP-I-UPG-1T	(12) Convert existing licensed blocks of Core Infrastructure to full Enterprise Infrastructure feature set. Purchased in 1TB block increments based on production size. (Qty Entered is per Terabyte)	12	\$885.60	\$10,627.20
24	CAP-C-DP-1T-X	(12) Upgrade to CLA/CAP-C-DP-1T (Qty entered is per Terabyte)	12	\$1,237.34	\$14,848.08
25	S-PREM L1	CommVault Maintenance (13% of list price)	1	\$8,087.04	\$8,087.04
26					
27		<b>CommVault Professional Services for Installation/Configuration of CommVault Software</b>	<b>1</b>	<b>\$12,200.00</b>	<b>\$12,200.00</b>
28	FXTRVL-CONS	(4) Fixed Price Travel Expenses - fixed price per day per consultant	4	\$500.00	\$2,000.00
29	IC-CONS-BB	REMOTE ONLY PS Services for US, Canada, EMEA, UK and ANZ	1	\$1,200.00	\$1,200.00
30	IC-CONSDEP	(4) Installation and core product configuration for MSFT databases and applications, file systems, deduplication, replication	4	\$2,250.00	\$9,000.00
				SubTotal	\$177,802.58
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$177,802.58</b>

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

**December 9, 2010**  
**Consent Agenda Item No. 2r**  
**Food Waste, Multifamily and Commercial Collection**  
**Franchise Amendment – Brazos Valley Recycling**

**To:** Glenn Brown, City Manager

**From:** Hayden Migl, Assistant to the City Manager

**Agenda Caption:** Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Brazos Valley Recycling to add the collection of food waste for the purpose of recycling, multifamily apartments and commercial businesses to its agreement.

**Relationship to Strategic Goals:** V. Green Sustainable City

**Recommendation(s):** Staff recommends approval.

**Summary:** The proposed amendment would add the collection of food waste for the purpose of recycling as well as adding service to multifamily apartments and commercial businesses to the list of services that can be provided by Brazos Valley Recycling through its current non-exclusive five (5) year franchise agreement. Brazos Valley Recycling is currently limited to collecting only construction and demolition debris for recycling purposes.

The company will be responsible for developing onsite collection of the food waste and recyclables and that they are not collecting municipal solid waste.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

**Budget & Financial Summary:** N/A

**Attachments:**

1. Franchise Ordinance is on file in the City Secretary's Office

December 9, 2010  
Consent Agenda Item No. 2s  
FM 2818/Jones Butler Waterline Conflict Change Order  
Work Order Number WF1272122

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.10-210) with Mitchell and Morgan in the amount of \$12,700.00 for the FM 2818/Jones Butler Waterline Conflict project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the change order.

**Summary:** The FM 2818/Jones Butler Waterline conflict is a project that arose due to the construction of the overpass at FM 2818 and FM 2154 (Wellborn Road). During that construction by TXDOT's contractor, a 30" transmission waterline owned by the City of College Station was uncovered in TXDOT ROW. TXDOT gave the City of College Station the opportunity to develop and design an alternative solution to this resolve conflict in lieu of relocating the waterline, such as modifying some of the site grading or adding a storm water collection system.

The City entered into a contract with Mitchell and Morgan to develop and design an alternative solution as staff felt that modifications to the site drainage would be more cost effective. After designing and presenting several options to TXDOT, staff concluded that relocating the waterline is a better option due to the liability, time and cost involved with an alternative solution. Additionally, relocating the waterline would relieve the City of any responsibility to relocate the waterline out of TXDOT ROW in the future.

This change order to Mitchell and Morgan is for the survey and design for relocating the 30" waterline. This change order is also for the inclusion of construction materials testing and construction phase services.

**Budget & Financial Summary:** Change Order 1 will increase the contract amount by \$12,700.00 for a revised contract total of \$34,700.00. Funds in the amount of \$145,000 are budgeted in the Water Capital Projects Fund for this project. Funds in the amount of \$22,000.00 have been expended or committed to date, leaving a balance of \$123,000.00 for this change order and future expenses.

**Attachments:**

- 1.) Change Order
- 2.) Project Location Map

**CHANGE ORDER NO. 1** Contract No. 10-210 DATE: 11/20/2010  
P.O.# 100896 PROJECT: FM 2818/Jones Butler Waterline Conflict Project No. WF1272122

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

**CONTRACTOR:** Mitchell & Morgan  
511 University Drive, Ste. 204  
College Station, Texas 77840

Ph: (979) 260-6963  
Fax: (979) 260-3564

**PURPOSE OF THIS CHANGE ORDER:**  
A. Additional Survey and Design for relocating a 30" water collection line out of TXDOT ROW  
B. Addition of construction materials testing to design contract

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional Survey	\$2,200.00	0	1	\$2,200.00
2	LS	Design and Bid Preparation	\$7,500.00	0	1	\$7,500.00
3	LS	Construction Materials Testing	\$3,000.00	0	1	\$3,000.00
					TOTAL	\$12,700.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 57.73% INCREASE

ORIGINAL CONTRACT AMOUNT \$22,000.00  
Change Order No. 1 \$12,700.00  
REVISSED CONTRACT AMOUNT \$34,700.00

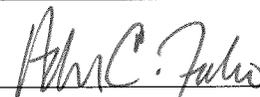
57.73% CHANGE  
57.73% TOTAL CHANGE

ORIGINAL CONTRACT DESIGN TIME 60 Days  
Change Order No. 1 175 Days  
Revised Contract Design Time 135 Days

ORIGINAL COMPLETION DATE October 1, 2010  
REVISSED COMPLETION DATE March 25, 2011

APPROVED

  
\_\_\_\_\_  
AE CONTRACTOR

  
\_\_\_\_\_  
CITY ATTORNEY

  
\_\_\_\_\_  
CONSTRUCTION CONTRACTOR

\_\_\_\_\_  
DIRECTOR OF FISCAL SERVICES

  
\_\_\_\_\_  
PROJECT MANAGER

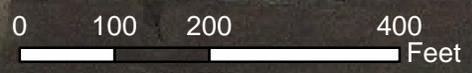
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
DEPARTMENT DIRECTOR FOR CRG

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
CITY MANAGER

FM 2818 / Jones Butler  
Waterline Conflict

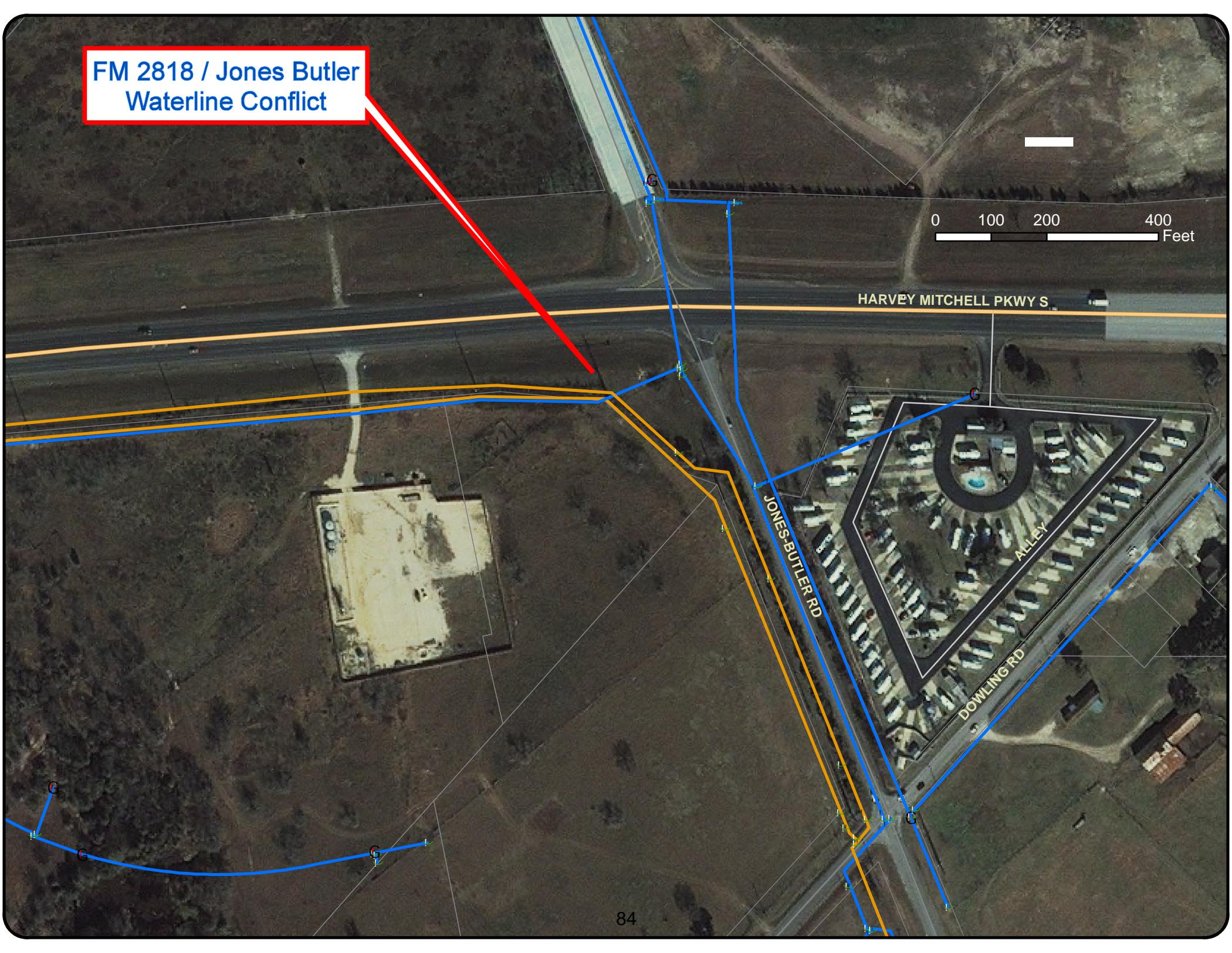


HARVEY MITCHELL PKWY S

JONES-BUTLER RD

DOWLING RD

ALLEY



**December 9, 2010**  
**Regular Agenda Item No. 1**  
**Wolf Point Center 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 1.317 acres from PDD Planned Development District to PDD Planned Development District to modify the District Concept Plan 330-A Holleman Drive East, generally located southeast of the intersection of Holleman Drive East and Lassie Lane.

**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 18, 2010 meeting and voted (5-1) to recommend approval of the rezoning request. The Planning & Zoning Commission's recommendation included conditions that were agreed upon by the applicant and are now included in 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 Comprehensive Plan designates the subject property and the surrounding area as Urban Mixed Use. Urban Mixed Use is described as a designation for "areas that should have the most intense development activities. These areas will tend to consist exclusively of residential, commercial, and office uses in vertical mixed-use structures." The proposed development includes a vertical mixed use structure along the frontage of Holleman Drive and two multi-family structures located toward the back of the property.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Properties located to the east and west of the subject property are zoned C-1 General Commercial and are developed as office and office-industrial uses. Properties to the south are zoned R-1 Single-Family Residential and developed as single-family structures. Multi-family uses can be compatible with both office and single-family uses if properly designed. The proposed Concept Plan includes canopy trees to screen site lighting at the rear of the property. The Concept Plan does not include a buffer adjacent to the single-family to the south (a modification has been requested). No buffers exist on the adjacent commercial properties because the subject property was planned for non-residential or mixed-use development. All of the surrounding properties are slated for future Urban Mixed-Use development.
4. **3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD zoning includes the following uses: multi-family residential units, professional offices, retail uses, personal service shops, medical clinics, restaurants and

drive-thru facilities. Non-residential uses are proposed to be located on the ground floor of the building fronting on Holleman Drive. Two multi-family structures are proposed at the rear of the property and are not proposed to contain non-residential uses due to lack of visibility. The proposal differs from the current zoning only in that the non-residential spaces can be phased over time.

The properties located to the east and west are zoned C-1 General Commercial and are currently developed as office and office-industrial uses. Holleman is designated as a 2-Lane Major Collector in this area. The property is suitable for mixed-use development.

5. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing PDD zoning includes the following uses: multi-family residential units, professional offices, retail, personal service shops, medical clinics, restaurants and drive-thru facilities. Non-residential uses are permitted to be located on the ground floor of the building fronting on Holleman Drive. Two multi-family structures were included at the rear of the property and would not contain commercial uses due to lack of visibility. A site plan for the development was approved in September of this year. The proposal differs from the current zoning only in that the non-residential spaces can be phased over time.
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:** A mixed-use development was recently built in the area -the Lofts at Wolf Pen Creek. Additionally, a mixed-use site plan was approved in September of this year conforming to the existing mixed-use PDD zoning.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject property is located adjacent to an 8-inch water main which runs along the north side of Holleman Drive. The nearest public sanitary sewer manhole is located approximately 150 feet east of the subject property. Public utility extensions will be required as a part of site development. The subject tract is located in the Wolf Pen Creek Drainage Basin; development of the tract will have to meet the City's Storm Water Design Guideline requirements. The subject tract is not located within a FEMA regulated Special Flood Hazard Area. The subject tract is located adjacent to Holleman Drive (2-Lane Major Collector) and will take access from a recently established cross access easement with the adjacent property off Holleman Drive.

#### **REVIEW OF CONCEPT PLAN**

The following uses are included in the PDD zoning: multi-family residential units, professional offices, retail uses, personal services shops, medical clinics, restaurants and drive-thru facilities. Non-residential uses are proposed to be located on the ground floor of the building fronting on Holleman Drive. Two multi-family structures are proposed at the rear of the property and are not proposed to contain non-residential uses due to lack of visibility. The proposal differs from the current zoning only in that the non-residential spaces can be phased over time.

The applicant has provided the following information related to the proposed zoning district:

"The project will include 34 residential units (60 bedrooms) in three separate buildings ranging in height from 2-3 stories and 1,000 square feet of non-residential space facing Holleman. Another 3,000 square feet of first floor living

spaces will be constructed to commercial standards for future conversion to non-residential space if the market supports such a conversion, up to a project total of 4,000 square feet."

At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development Ordinance. The existing PDD zoning district includes several meritorious modifications that are being requested to remain with the new PDD zoning. The following meritorious modifications are being requested to remain on the property:

- **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**  
The applicant is requesting a parking requirement of 1 parking space per bedroom for the residential units and a minimum parking requirement of 1 parking space per 250 square feet of non-residential uses.
- **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**  
The applicant is requesting that no interior parking island be required in side or rear parking areas.
- **Section 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**  
The applicant is requesting that no minimum front setback be required from Holleman Drive to allow the mixed-use structure to be located closer to Holleman Drive. Additionally the applicant is requesting a 15-foot rear setback.
- **Section 7.1.2 "Single-Family Protection" of the Unified Development Ordinance**  
The applicant is requesting that the height of the structures not be limited by the adjacent single-family structures to the south. As designated on the Comprehensive Plan, the future use of the property to the south is also high-density Urban Mixed-use, although the property is currently developed as single-family residential.
- **Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**  
The applicant is requesting that no buffer be required adjacent to the single-family development to the south. As designated on the Comprehensive Plan, the future use of the property to the south is also a high-density Urban Mixed-use.

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 applicant has proposed a mixed-use development including multi-family units, retail, restaurant and office uses. As designated on the Comprehensive Plan, the subject property and the entire surrounding area is proposed to be high-density Urban Mixed Use in the future. A mixed-use environment potentially allows for residents to shop, dine and work where they live, reducing traffic congestion on nearby streets and encouraging a more walkable environment.
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 proposed concept plan is in general conformity with the policies, goals and objectives of the Comprehensive Plan. The Future Land Use and Character Map calls for Urban Mixed Use, which is what is currently proposed on the concept plan

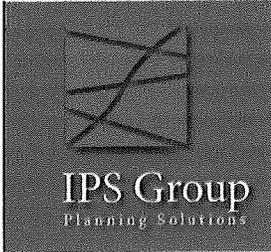
3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development includes a vertical mixed-use structure on the front of the property adjacent to Holleman Drive and multi-family structures toward the rear of the property. Properties to the east and west are currently developed as office uses and are generally compatible with the proposed development. Properties to the south are currently developed as single-family uses. The applicant has proposed to exclude non-residential uses adjacent the existing single-family. Properties to the south are designated on the Comprehensive Plan for future high-density Urban Mixed Use.
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:** All dwelling units will have access to a public street via a joint access easement with the adjacent office-industrial development (currently Verizon).
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development includes a provision for public sidewalks along Holleman Drive.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The surrounding area is also designated for future high-density Urban Mixed-Use. The proposed development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.
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 development of the subject property includes the installation of sidewalks along Holleman Drive. A mixed-use environment potentially allows for residents to shop, dine and work where they live, reducing traffic congestion on nearby streets and encouraging a more walkable environment.

**Budget & Financial Summary: N/A**

**Attachments:**

1. Letter from the Applicant
2. Background Information
3. Aerial & Small Area Map (SAM)
4. Draft Planning & Zoning Commission meeting minutes (November 18, 2010)
5. Concept Plan
6. Ordinance

10-227  
11-23-10  
3:30  
AC



## MEMORANDUM

DATE: November 18, 2010

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TO: Honorable Mayor Berry, City Council Members

THROUGH: Bob Cowell, Dir. Planning & Development Services

FROM: Jane Kee, IPS Group representing JP Miles Construction

RE: Revised PDD Request - 300 Holleman Drive

On behalf of the owner of the above referenced property, this memorandum is submitted to indicate that this application is being revised to reflect a compromise considered by the Planning & Zoning Commission.\*

**The Commission voted 5-1 in favor of this compromise which differs from what is approved only in that the non-residential space can be phased over time.** The project will include 34 residential units (60 bedrooms) in three separate buildings ranging in height from 2-3 stories and 1,000 square feet of non-residential space facing Holleman. Another 3,000 square feet of first floor living space will be constructed to commercial standards for future conversion to non-residential space if the market supports such a conversion, up to a project total of 4,000 square feet. All current meritorious modifications are included.

The current PDD approved several months ago, calls for a multi-family development with 4,000 square feet of non-residential lease space, resulting in a mixed use project. The most recent request under consideration was to remove all non-residential space and develop a 100% multi-family project. Just prior to P&Z, I indicated that my client would like to modify his request to retain the non-residential aspect, but to develop just 1,000 square feet initially.

My client understood that the existing PDD included meritorious modifications *because* of the mixed use character of the project; that being the non-residential space associated with the apartment project. Without the meritorious modifications, only a low density residential project is feasible on this small site and that has already been denied by the City and does not comply with the current

Comprehensive Plan. Knowing that the city would not feel justified in allowing the modifications without a non-residential component, the compromise offered was to allow a lesser non-residential component initially, with construction that would allow for future conversion from residential to non-residential space, if and when the market supported that conversion, up to the original 4,000 square feet.

Specifically, the proposal is to require 1,000 square feet of non-residential on the first floor of the front building. As indicated at P&Z, the reason for this request is that not only is decent financing almost impossible to obtain for a mixed use project, but the market is not supporting the lease of non-residential space at this location, particularly retail space. But in a good faith effort to develop at least some non-residential component, the plan is to begin with the 1,000 square feet and allow up to 4,000 square feet in the future if conversion becomes economically feasible.

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I will present more detail at the Council meeting after the staff presentation and will be glad to answer any questions, you may have.

Thank you for your time and consideration.

\* Both Mr. Cowell and the legal staff at P&Z indicated that notification issues were covered, due to the nature of the compromise relative to the existing PDD zoning and the advertized PDD request.



<b>FOR OFFICE USE ONLY</b>	
CASE NO.:	<u>10-227</u>
DATE SUBMITTED:	<u>9-29-2010</u>
TIME:	<u>9:46 Am</u>
STAFF:	<u>malford</u>

## ZONING MAP AMENDMENT (REZONING) APPLICATION PLANNED DISTRICTS

**(Check one)**

- Planned Development District (PDD)                       Planned - Mixed Used Development (P-MUD)

### MINIMUM SUBMITTAL REQUIREMENTS:

- Not to exceed*
- \$835 Rezoning Application Fee.
  - Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
  - Traffic Impact Analysis or calculations of projected vehicle trips showing that a TIA is not necessary for the proposed request.
  - Two (2) copies of a fully dimensioned Rezoning Map on 24"x36" paper showing:
    - a. Land affected;
    - b. Legal description of area of proposed change;
    - c. Present zoning;
    - d. Zoning classification of all abutting land; and
    - e. All public and private rights-of-way and easements bounding and intersecting subject land.
  - Written legal description of subject property (metes & bounds or lot & block of subdivision, whichever is applicable).
  - A CAD (dxf/dwg) - model space State Plane NAD 83 or GIS (shp) digital file (e-mailed to P&DS\_Digital\_Submittal@cstx.gov).
  - Fourteen (14) copies of the Concept Plan on 24"x36" paper in accordance with Section 3.4.D of the UDO.
  - The attached Concept Plan checklist with all items checked off or a brief explanation as to why they are not checked off.
  - Proof that the Greenways Manager has reviewed and approved the Concept Plan (if applicable).
  - Proof that the Parks and Recreation Advisory Board has reviewed and approved the Concept Plan (if applicable).

**NOTE:** If a petition for rezoning is denied by the City Council, another application for rezoning shall not be filed within a period of 180 days from the date of denial, except with permission of the Planning & Zoning Commission.

Date of Optional Preapplication Conference \_\_\_\_\_

NAME OF PROJECT Wolf Pointe Center

ADDRESS 300 East Holleman Drive A

LEGAL DESCRIPTION (Lot, Block, Subdivision) Lot 2R, Block 2, Pooh's Park Subdivision

GENERAL LOCATION OF PROPERTY IF NOT PLATTED:

*Located on the south side of Holleman Drive, east of Lassie Lane between the Ellison Law Office and Verizon.*

TOTAL ACREAGE 1.317

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name James P. Miles E-mail milesconstruction@gmail.com  
Street Address PO Box 10467  
City CS State TX Zip Code 77842  
Phone Number 979-777-4675 Fax Number 979-690-8100

PROPERTY OWNER'S INFORMATION:

Name James P. Miles E-mail milesconstruction@gmail.com  
Street Address PO Box 10467  
City CS State TX Zip Code 77842  
Phone Number 979-777-4675 Fax Number 979-690-8100

This property was conveyed to owner by deed dated 12-11-2008 and recorded in Volume 8897, Page 166 of the Brazos County Official Records.

Existing Zoning PDD Planned Development Proposed Zoning PDD Planned Development

Present Use of Property vacant

Proposed Use of Property multi-family development

Proposed Use(s) of Property for PDD, if applicable:

Multi-family housing, approximately 32 one and two bedroom units

P-MUD uses are prescribed in Section 6.2.C. Use Table of the Unified Development Ordinance.

If P-MUD:

Approximate percentage of residential land uses: \_\_\_\_\_

Approximate percentage of non-residential land uses: \_\_\_\_\_

**REZONING SUPPORTING INFORMATION**

- 1. List the changed or changing conditions in the area or in the City which make this zone change necessary.

Property location mid-block and current economy make it infeasible to successfully market any non-residential uses on this tract.

- 2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes in that the proposal will increase the density in an area where the plan anticipates higher density development. It is infeasible to focus on vertical mixed use on a tract this size and located mid-block without sufficient vehicular traffic volume to compete with nearby sites on Texas Avenue and Highway 30.

3. How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

*This proposed zone change was determined previously to be compatible and this request is only to remove the 4,000 SF of non-residential uses associated with the current PDD.*

4. Explain the suitability of the property for uses permitted by the rezoning district requested.

*Tract is a small infill tract that can be developed using existing utilities and roadways without adding to sprawl. The non-residential uses are not suitable in this location. Area designated for mixed use but tract size does not allow for residential and non-residential uses and adequate parking. Lowering unit numbers is not financially feasible. Non-residential space is not feasible at a mid-block location such as this. The larger area contains a mix of uses with small older single family behind the tract, office to the east, utility to the west and multi-family and commercial uses across Holleman.*

5. Explain the suitability of the property for uses permitted by the current zoning district.

*The current PDD allows multifamily units and non-residential uses in 4,000 SF. To make the entire project workable the non-residential component must be eliminated. It is difficult on such a small site to provide adequate parking for both uses. In order to avoid vehicles parking on adjacent property or on-street, it is necessary to scale the project back.*

6. Explain the marketability of the property for uses permitted by the current zoning district.

*A primary conclusion of a market study done in December 2008 for this tract concluded that "the subject property does not currently have a high enough traffic volume to justify the economical feasibility for retail development." The prediction at that time was that the B/CS retail market would soften creating a downward pressure on demand - which has been the case and continues to be at present.*

7. List any other reasons to support this zone change.

*The property is sitting vacant at this time. Allowing development may help to spur other tracts in the vicinity not currently in their highest and best use, to redevelop and or vacant tracts to begin to develop.*

8. State the purpose and intent of the proposed development.

*Allow development of a small infill tract for multi-family development. There will be approximately 32 units housed in three structures ranging in height from 2 - 3 stories. Residential density will be approximately 24 units per acre. From a design standpoint the structure nearest Holleman will be placed close to the street giving the appearance of a more dense development. while hiding parking behind.*

## CONCEPT PLAN SUPPORTING INFORMATION

1. What is the range of future building heights?

*One 2-story building and two 3-story buildings maximum 40 foot building height on property.*

2. Provide a general statement regarding the proposed drainage.

*Drainage will be collected and detained on-site in accordance with the Drainage Ordinance.*

3. List the general bulk or dimensional variations sought.

*Keep the same variations approved as part of the current PDD:*

- 1. Parking to be 1 per bedroom. Extra spaces will be for visitors*
- 2. No interior islands in side or rear parking areas.*
- 3. No front setback and maximum 15 foot rear setback.*
- 4. No buffer along rear other than wood fence*
- 5. No setback / building height restrictions at rear.*

4. If variations are sought, please provide a list of community benefits and/or innovative design concepts to justify the request.

*These variations were previously approved by P&Z and City Council. The development will appear more urban in nature as it will be pushed up close to the street*

5. Explain how the concept plan proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area.

*Previous staff recommendation to screen any lighting that is placed closer than the building face to the rear property line will be screened using canopy trees.*

6. Explain how the proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan.

*The proposal is to develop a vacant tract into a higher density development which is moving toward the intent of the Comprehensive Plan.*

7. Explain how the concept plan proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development.

*Holleman contains a mix of public, office, retail, entertainment and multi-family residential uses along its south side. Multi-family uses are compatible with the area uses.*

8. State how dwelling units shall have access to a public street if they do not front on a public street.

*Access will be as previously approved - via Holleman to a private parking lot and shared access with the adjacent Verizon property.*

9. State how the development has provided adequate public improvements, including, but not limited to: parks, schools, and other public facilities.

*Development will utilize existing public facilities including utilities, roads and parks. As previously approved by the PARD Director, a fee in lieu of land park dedication will be provided.*

10. Explain how the concept plan proposal will not be detrimental to the public health, safety, or welfare, or be materially injurious to properties or improvements in the vicinity.

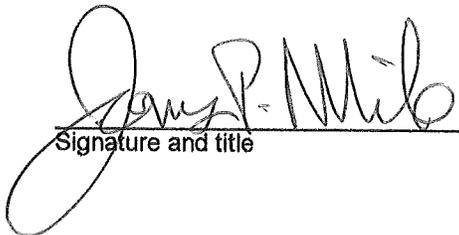
*This development will comply with all drainage, site construction and building code standards so as not to negatively impact any properties in the area. Eliminating the non-residential uses will allow for more on-site parking for residents.*

11. Explain how the concept plan proposal 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 reasonable anticipated in the area considering existing zoning and land uses in the area.

*Subject property is a small infill tract surrounded by development. The sidewalk along Holleman will be continued through this property providing for pedestrian and bike circulation. The tract dedicated additional ROW for a future widening of Holleman to provide for adequate vehicular circulation in 2008 when it was platted.*

Please note that a "complete site plan" must be submitted to Planning & Development Services for a formal review after the "concept plan" has been approved by the City Council prior to the issuance of a building permit - except for single-family development.

*The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.*

 OWNER  
Signature and title

9/27/10  
Date

**BACKGROUND**

Advertised Commission Hearing Date: November 18, 2010

Advertised Council Hearing Dates: December 9, 2010

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:

N/A

Property owner notices mailed: 12  
Contacts in support: None as of date of staff report  
Contacts in opposition: None as of date of staff report  
Inquiry contacts: None as of date of staff report

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban Mixed-Use across Holleman Drive, Major Collector	WPC Wolf Pen Creek	Vacant and Multi-Family
South	Urban Mixed-Use	R-1 Single-Family	Single-Family
East	Urban Mixed-Use	C-1 General Commercial	Office
West	Urban Mixed-Use	C-1 General Commercial	Industrial / Office

**DEVELOPMENT HISTORY**

**Annexation:** 1967  
**Zoning:** R-1 Single Family Residential to C-1 General Commercial (1984)  
C-1 to PDD Planned Development District-Mixed-Use (2009)  
**Final Plat:** Pooh’s Park Final Plat, April 1973  
Pooh’s Park Final Plat-Replat, August 14, 2008  
**Site development:** Vacant

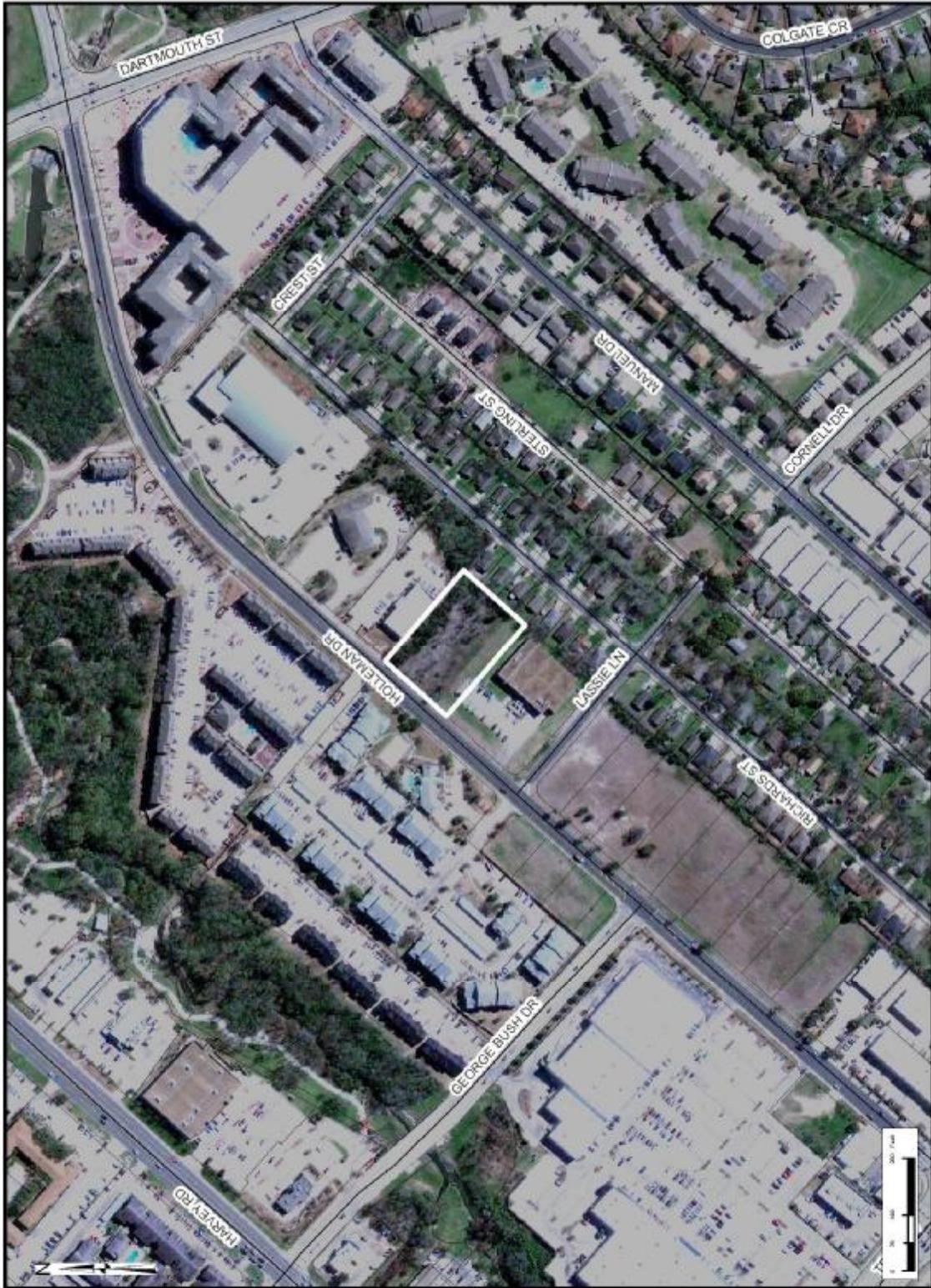
**ZONING HISTORY**

In late 2009, the property was rezoned from C-1 General Commercial to PDD Planned Development District for a mixed-use development. The PDD zoning includes a vertical mixed-use structure along the frontage of Holleman Drive and two multi-family structures located toward the back of the property.

The uses permitted by the existing PDD zoning include multi-family residential units, professional offices, retail, personal service shops, medical clinics, restaurants and drive-thru facilities. The existing Concept Plan for the property includes non-residential uses located on the ground floor of the building fronting on Holleman Drive. The two multi-family structures located at the rear of the property would not contain commercial uses due to lack of visibility.

The 2009 mixed-use PDD request came after a failed attempt to designate the property for multi-family uses in 2008. At that time, the Planning and Zoning Commission and City Council stated that mixed-use was the preferred land use for the property in and surrounding Wolf Pen Creek.

A site plan was prepared and approved in September 2010 that complies with the existing mixed-use PDD zoning, but it has not been constructed.



REZONING  
Case: 10-227

WOLF POINT CENTER

DEVELOPMENT REVIEW







**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**November 18, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Bo Miles, Hugh Stearns and Doug Slack

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney and Jess Fields

**CITY STAFF PRESENT:** Jennifer Prochazka, Matt Robinson, Joe Guerra, Josh Norton, Carol Cotter, Alan Gibbs, Lance Simms, Bob Cowell, Mary Ann Powell, Kerry Mullins, and Brittany Caldwell

**Regular Agenda**

6. Public hearing, presentation, possible action and discussion regarding a Rezoning for Lot 2R, Block 2 of the Pooh's Park Subdivision, being 1.317 acres located at 300 A Holleman Drive East, located on the south side of Holleman Drive, east of Lassie Lane, from PDD Planned Development District (Mixed-Use) to PDD Planned Development District (Multi-Family).  
**Case #10-00500227 (JP)**

**PDD Purpose Statement:**

Develop an infill tract meeting the intent of the Comprehensive Plan for an urban mixed use project with a residential density of approximately 26 units per acre.

**NOTES:**

LOT 2R IS OUTSIDE THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO. 48041C0144 C. DATED JULY 2, 1992.

BUILDING ADJACENT TO HOLLEMAN - 2 STORY  
OTHER BUILDINGS TO BE 3 STORY, 40'-0" TO PEAK.

PROJECT WILL CONTAIN 34 DWELLING UNITS AND A 1,000 SQUARE FEET NON-RESIDENTIAL SPACE.

AN ADDITIONAL 3,000 SQUARE FEET OF LIVING SPACE WILL BE CONSTRUCTED TO COMMERCIAL STANDARDS FOR FUTURE CONVERSION TO NON-RESIDENTIAL SPACE IF THE MARKET SUPPORTS SUCH A CONVERSION, UP TO A PROJECT TOTAL OF 4,000 SQUARE FEET.

ALL NON-RESIDENTIAL SPACE WILL BE HOUSED ON THE FIRST FLOOR OF THE FRONT BUILDING FACING HOLLEMAN DRIVE.

PROVIDED PARKING ON-SITE = 74 SPACES  
1,000 SF NON-RESIDENTIAL (1/250 SPACE/SF) = 4 SPACES  
60 BEDS (1 SPACE/BED) = 60 SPACES  
VISITOR = 10 SPACES

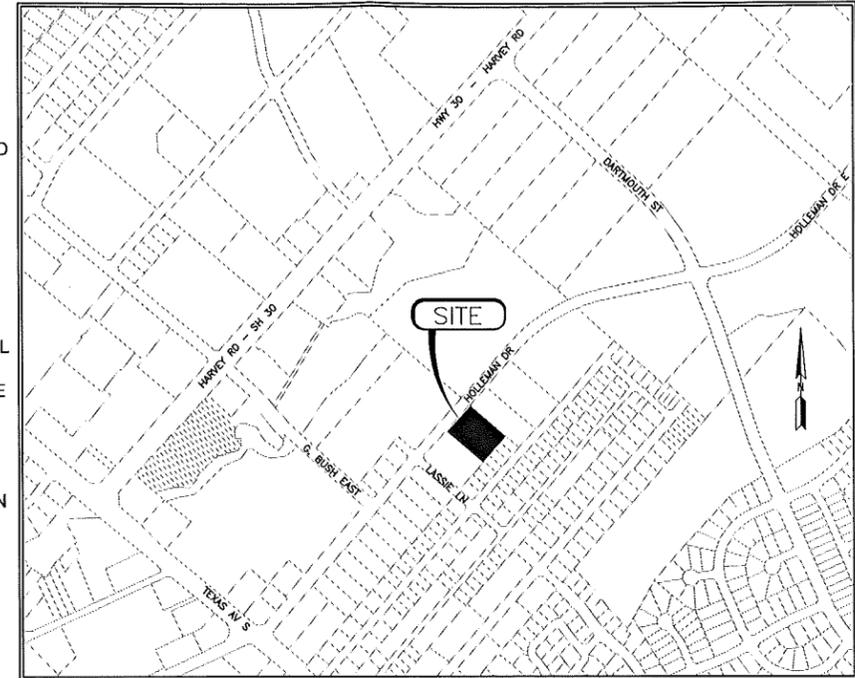
ALL PARKING TO BE ARTIFICIALLY LIT. ANY LIGHTING CLOSER TO THE REAR PROPERTY LINE THAN THE FACE OF THE REAR BUILDING WILL BE SCREENED BY CANOPY TREES.

**TRIP GENERATION:**

	TRIP RATES	TRIPS
34 DWELLING UNITS	0.62 TRIPS/UNIT	= 21 TRIPS
1,000 SF NON-RESIDENTIAL AT 3.75		= 4 TRIPS
		25 TOTAL TRIPS

**MERITORIOUS MODIFICATIONS:**

- Parking Required
  - 1 per bedroom - residential uses
- Interior Islands are not required in side or rear parking areas
- No landscape buffer yard required adjacent to existing single family
- No front setback
- 15' rear setback
- No height restrictions or other neighborhood protection standards



# CONCEPT PLAN WOLF POINTE CENTRE

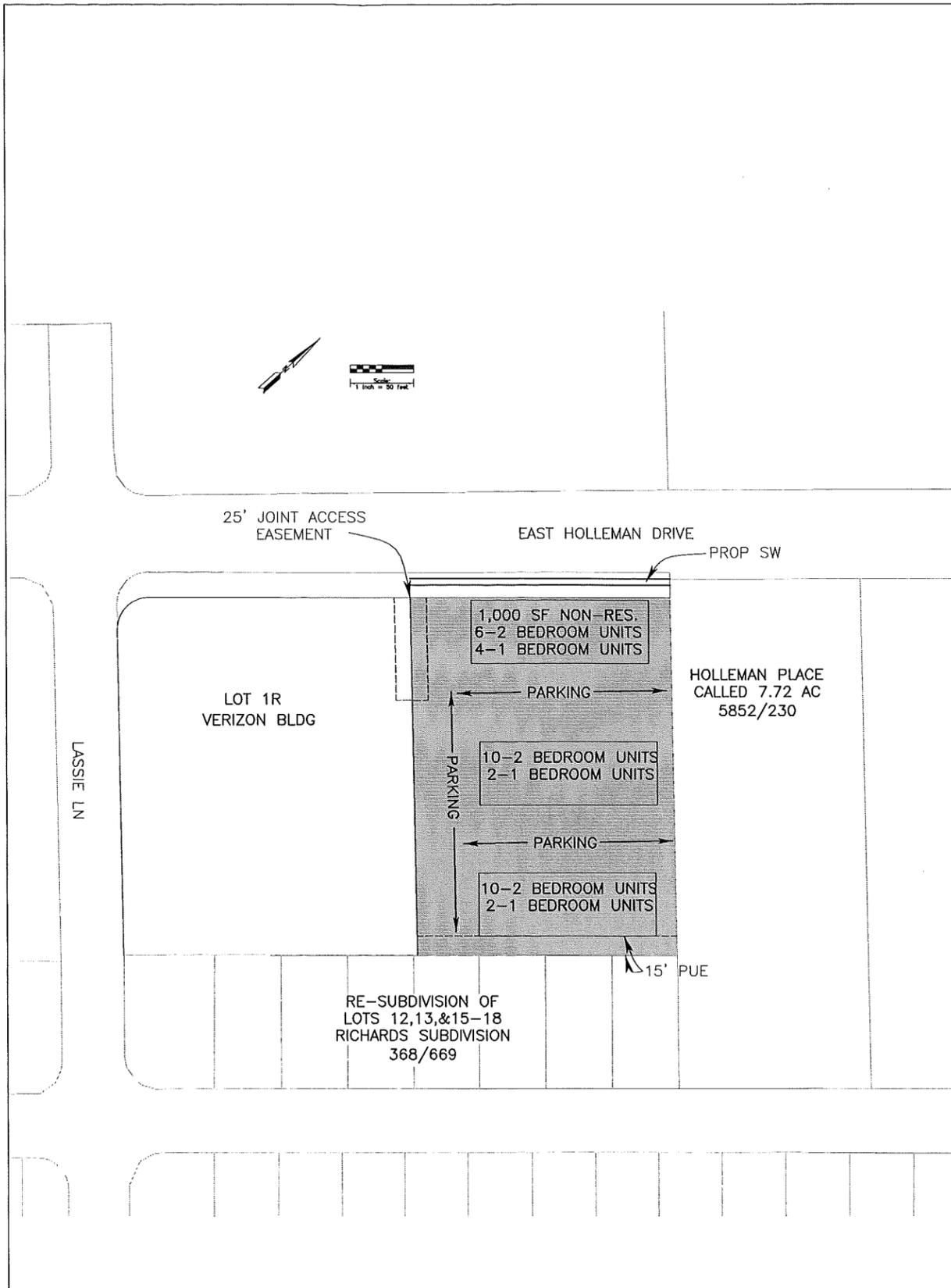
1.317 ACRES  
LOT 2R  
POOH'S PARK SUBDIVISION  
300 EAST HOLLEMAN DR.  
CITY OF COLLEGE STATION  
BRAZOS CO., TEXAS

SCALE 1"=50' September 29, 2010

BO MILES  
P.O. BOX 10467  
COLLEGE STATION, TX 77842  
(979) 777-4675

IPS GROUP  
511 UNIVERSITY DRIVE E., STE 205  
COLLEGE STATION, TEXAS 77840  
(979) 846-9259

MITCHELL & MORGAN, L.L.P.  
511 UNIVERSITY DRIVE E., STE 204  
COLLEGE STATION, TEXAS 77840  
(979) 260-6963



RE-SUBDIVISION OF  
LOTS 12,13,&15-18  
RICHARDS' SUBDIVISION  
368/669

HOLLEMAN PLACE  
CALLED 7.72 AC  
5852/230

10-227  
11-23-10  
3:30  
AC

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 9<sup>th</sup> day of December, 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 C-1 General Commercial to PDD Planned Development District: Lot 2R, Block 2, Pooh's Park Subdivision, 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":

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

The project will include 34 residential units (60 bedrooms) in three separate buildings ranging in height from 2-3 stories and 1,000 square feet of non-residential space facing Holleman. Another 3,000 square feet of first floor living spaces will be constructed to commercial standards for future conversion to non-residential space, up to a project total of 4,000 square feet of commercial uses.

**Base Zoning and Meritorious Modifications**

C-1 General Commercial and R-6 High density Multi-Family are the base, underlying zoning district for standards not identified in the PDD. The structure closest to Holleman on the Concept Plan must be a vertical mixed-use structure with all ground floor uses being (or being convertible to) non-residential. The primary store fronts shall be oriented to Holleman Drive. At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development Ordinance, including, but not limited to landscape, attached signage, and non-residential architectural standards (for non-residential portion of the building). Through the PDD, the following meritorious modifications have been granted:

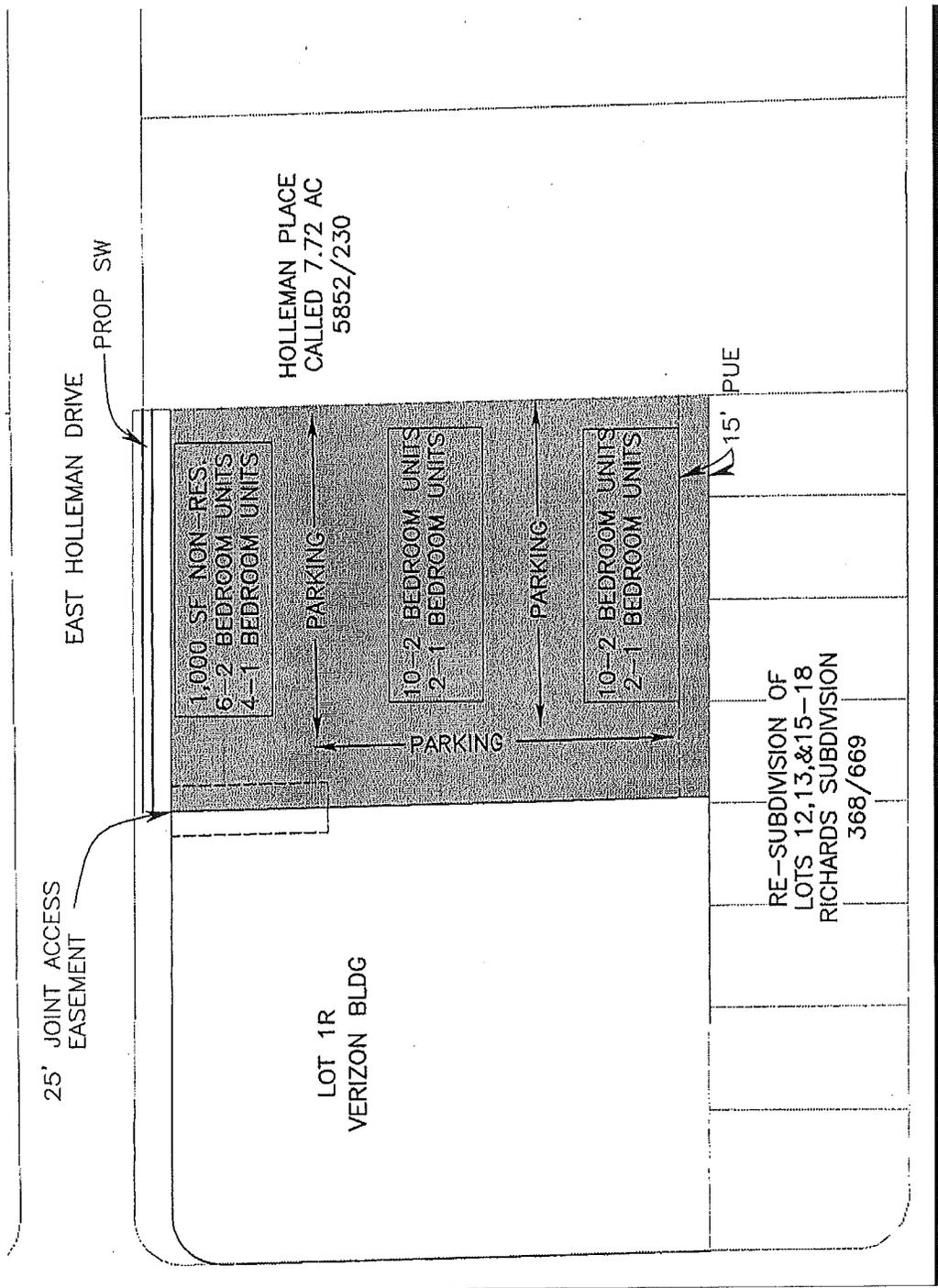
- **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**  
The parking requirement shall be 1 parking space per bedroom for the residential units and a minimum parking requirement of 1 parking space per 250 square feet of non-residential uses.
- **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**  
No interior parking island are required in side or rear parking areas.
- **Section 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**  
No minimum front setback is required from Holleman Drive to allow the mixed-use structure to be located closer to Holleman Drive. Additionally a 15-foot rear setback has been granted. Side setback will remain 7.5 feet.
- **Section 7.1.2 "Single-Family Protection" of the Unified Development Ordinance**  
The height of the structures are not limited by the adjacent single-family structures to the south because, as designated on the Comprehensive Plan, the future use of the property to the south is also high-density Urban Mixed Use. The maximum height of the structures is three stories.
- **Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**  
No buffer is required adjacent to the single-family development to the south because, as designated on the Comprehensive Plan, the future use of the property to the south is also a high-density Urban Mixed Use.

ORDINANCE NO. \_\_\_\_\_

Page 4

**EXHIBIT "C"**

EXHIBIT "D"



**EXHIBIT "E"**

**PDD Purpose Statement:**

Develop an infill tract meeting the intent of the Comprehensive Plan for an urban mixed use project with a residential density of approximately 26 units per acre.

**NOTES:**

LOT 2R IS OUTSIDE THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO. 48041C0144 C. DATED JULY 2, 1992.

BUILDING ADJACENT TO HOLLEMAN - 2 STORY  
OTHER BUILDINGS TO BE 3 STORY, 40'-0" TO PEAK.

PROJECT WILL CONTAIN 34 DWELLING UNITS AND A 1,000 SQUARE FEET NON-RESIDENTIAL SPACE.

AN ADDITIONAL 3,000 SQUARE FEET OF LIVING SPACE WILL BE CONSTRUCTED TO COMMERCIAL STANDARDS FOR FUTURE CONVERSION TO NON-RESIDENTIAL SPACE IF THE MARKET SUPPORTS SUCH A CONVERSION, UP TO A PROJECT TOTAL OF 4,000 SQUARE FEET.

ALL NON-RESIDENTIAL SPACE WILL BE HOUSED ON THE FIRST FLOOR OF THE FRONT BUILDING FACING HOLLEMAN DRIVE.

PROVIDED PARKING ON-SITE = 74 SPACES  
1,000 SF NON-RESIDENTIAL (1/250 SPACE/SF) = 4 SPACES  
60 BEDS (1 SPACE/BED) = 60 SPACES  
VISITOR = 10 SPACES

ALL PARKING TO BE ARTIFICIALLY LIT. ANY LIGHTING CLOSER TO THE REAR PROPERTY LINE THAN THE FACE OF THE REAR BUILDING WILL BE SCREENED BY CANOPY TREES.

**TRIP GENERATION:**

	<u>TRIP RATES</u>	<u>TRIPS</u>
34 DWELLING UNITS	0.62 TRIPS/UNIT	= 21 TRIPS
1,000 SF NON-RESIDENTIAL AT 3.75		= <u>4 TRIPS</u>
		25 TOTAL TRIPS

**MERITORIOUS MODIFICATIONS:**

- Parking Required
  - 1 per bedroom - residential uses
  - Interior Islands are not required in side or rear parking areas
- No landscape buffer yard required adjacent to existing single family
- No front setback
- 15' rear setback
- No height restrictions or other neighborhood protection standards



**December 9, 2010  
Regular Agenda Item No. 2  
Rezoning for 3180 Cain Road**

**To:** Glenn Brown, City Manager

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

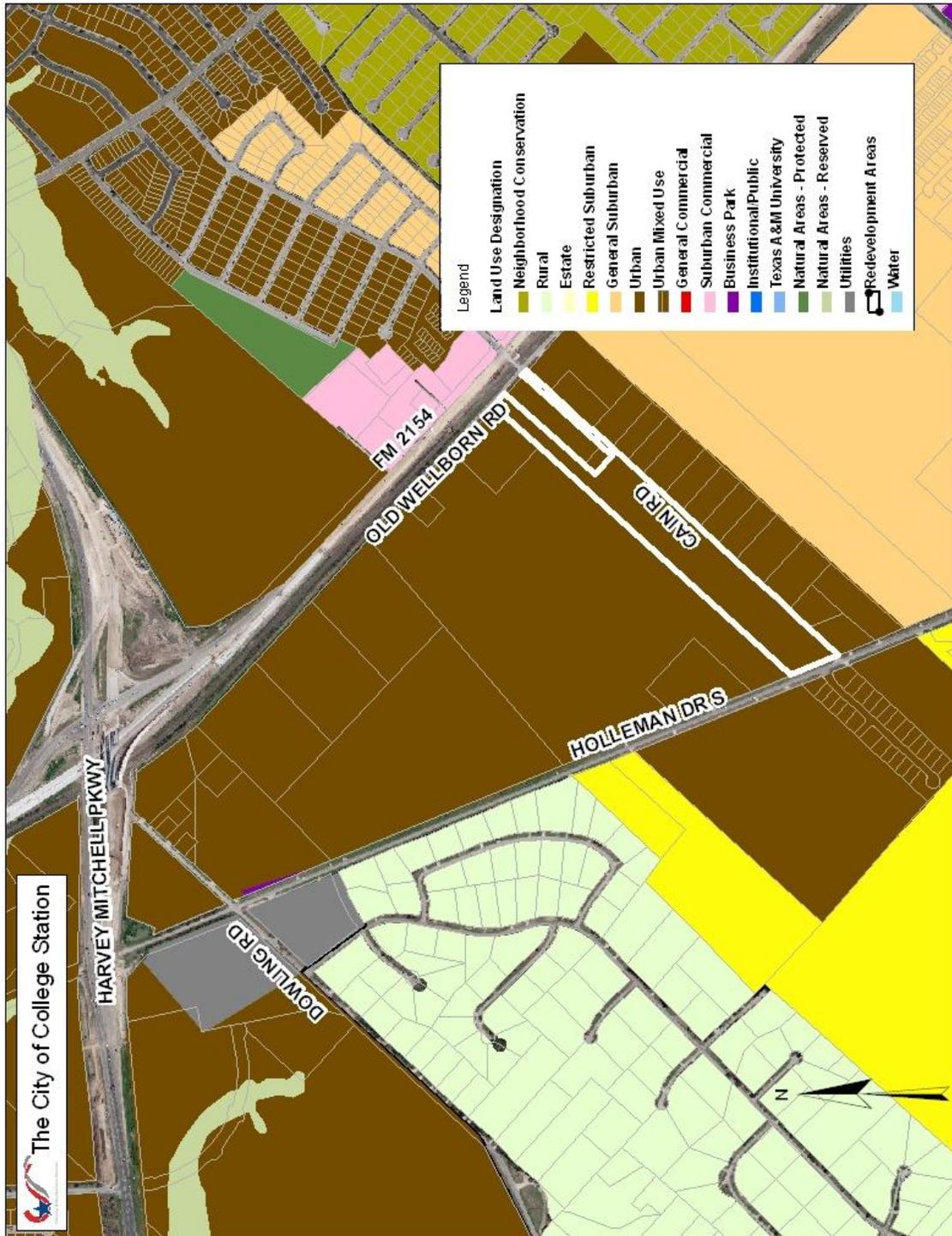
**Agenda Caption:** Public hearing, presentation, possible action and discussion regarding a Rezoning for 3180 Cain Road of 19.575 acres from A-O Agricultural Open to C-1 General Commercial, R-3 Townhouse and R-4 Multi-Family located at 3180 Cain Road and more generally located west of the intersection of Old Wellborn Road and Cain Road.

**Recommendation(s):** The Planning and Zoning Commission considered this item at their November 18, 2010 meeting and voted 7-0 to recommend denial. Staff also recommended denial of the request.

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

**REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban on the Future Land Use and Character Map of the Comprehensive Plan and is located within Growth Area Five. Under the Urban designation in Growth Area Five, intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed-use are appropriate land uses. As proposed, the applicant is requesting three zoning designations on the property, which includes 12 acres of R-3 Townhouse; 6.3 acres of R-4 Multi-Family; and 1.2 acres of C-1 General Commercial. While the zoning designations allow uses that are consistent with the Comprehensive Plan, they also allow uses that are not. These uses include single-family detached residences, which would be allowed in the R-3 Townhouse zoning district and duplexes, which would be allowed in the R-4 Multi-Family zoning district.
  
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Currently, the surrounding properties are all zoned A-O Agricultural Open with uses consisting of single-family residences, manufactured homes, commercial strip centers and a self-storage business. In addition, there are several properties that are currently vacant. With the exception of the single-family residences, none of the existing uses are allowed under the current zoning A-O zoning designation. However, these uses existed prior to annexation and as such are allowed to continue as is. Single-family residences and townhomes would be compatible at this time, but the subject property as well as the surrounding properties are designated as Urban on the Future Land Use and Character Map in the Comprehensive Plan and as such are intended for a higher intensity of land use than what currently exists.



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 requested zoning changes are generally representative of uses that the Comprehensive Plan anticipates as being suitable for this area. However, the proposed zoning designations of R-3 Townhouse and R-4 Multi-Family, allow uses that would not be

suitable for the area. This includes the ability to develop single-family detached residences and duplexes, which would be at much lower land use intensity than what is currently planned for the area. Infrastructure in the area is currently inadequate to serve additional development and improvements will be needed even for the least intense uses as Cain Road is not currently built to City standards. Additionally, a local street(s) would need to be provided for any development consisting of single-family detached homes, townhomes or duplexes as these uses are not permitted to take direct access to a collector street (Cain Road). Without improvements to the current street system, the property is not suitable for the type and intensity of development proposed by the applicant or planned by the City.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned A-O, Agricultural Open, which allows for agricultural, low-intensity residential and open space uses. These uses may not be suitable for this property due to the existing commercial businesses and duplexes existing on or adjacent to the subject property. Additionally, the Future Land Use and Character Map of the Comprehensive Plan designates the area as Urban, which is intended for the most intense land use activities. As such, A-O land use activities will eventually become less and less suitable as the surrounding properties develop.
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 marketability of the property is limited under the current A-O, Agricultural Open zoning designation, which limits potential development to agricultural, low-intensity residential or open space uses. Through the rezoning, the applicant is seeking to enhance the marketability of the property.
6. **Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is currently being served water service through a private water main. There is an 18-inch water main along Old Wellborn Rd, which is adjacent to this tract. Development of the subject tract would have to meet the City's water system and fire flow requirements. The subject tract is located adjacent to a 12-inch sanitary sewer main, located along the property's northern property boundary. The subject tract is located in the Bee Creek Tributary "B" drainage basin. The subject tract is not located in a FEMA Regulated Special Flood Hazard Area; however, drainage problems have been reported near the intersection of Cain Rd. and Old Wellborn Rd. Development of the subject tract will be required to meet the minimum requirements of the City's storm water design guidelines. The subject tract is located adjacent to Holleman Drive South (future 4 Lane Major Collector), Wellborn Rd. (future 6 Lane Major Arterial), Cain Rd. (future 2 Lane Minor Collector), and the future extension of General Pkwy (future 2 Lane Minor Collector). Although Cain Rd. is on the City thoroughfare plan, Cain Rd. currently exists as a 21 foot privately owned and maintained road. At this point the existing transportation facilities are inadequate to serve development on the subject property.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Planning & Zoning Commission Minutes – December 9, 2010
4. Ordinance

## BACKGROUND INFORMATION:

### NOTIFICATIONS

Advertised Commission Hearing Date: November 18, 2010

Advertised Council Hearing Dates: December 9, 2010

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

None

Property owner notices mailed: 18  
Contacts in support: None at time of staff report  
Contacts in opposition: None at time of staff report  
Inquiry contacts: 2

### ADJACENT LAND USES

Direction	Comprehensive	Zoning	Land Use
North	Urban, Growth Area 5	A-O, Agricultural Open	Vacant, not developed
South	Urban, Growth Area 5	A-O, Agricultural Open	Private street, single-family residences, manufactured homes, vacant property
East	Urban, Growth Area 5	A-O, Agricultural Open	Commercial strip center, Old Wellborn Road
West	Urban, Growth Area 5, 4-Lane Major Collector	A-O, Agricultural Open	Thoroughfare - Holleman Drive South

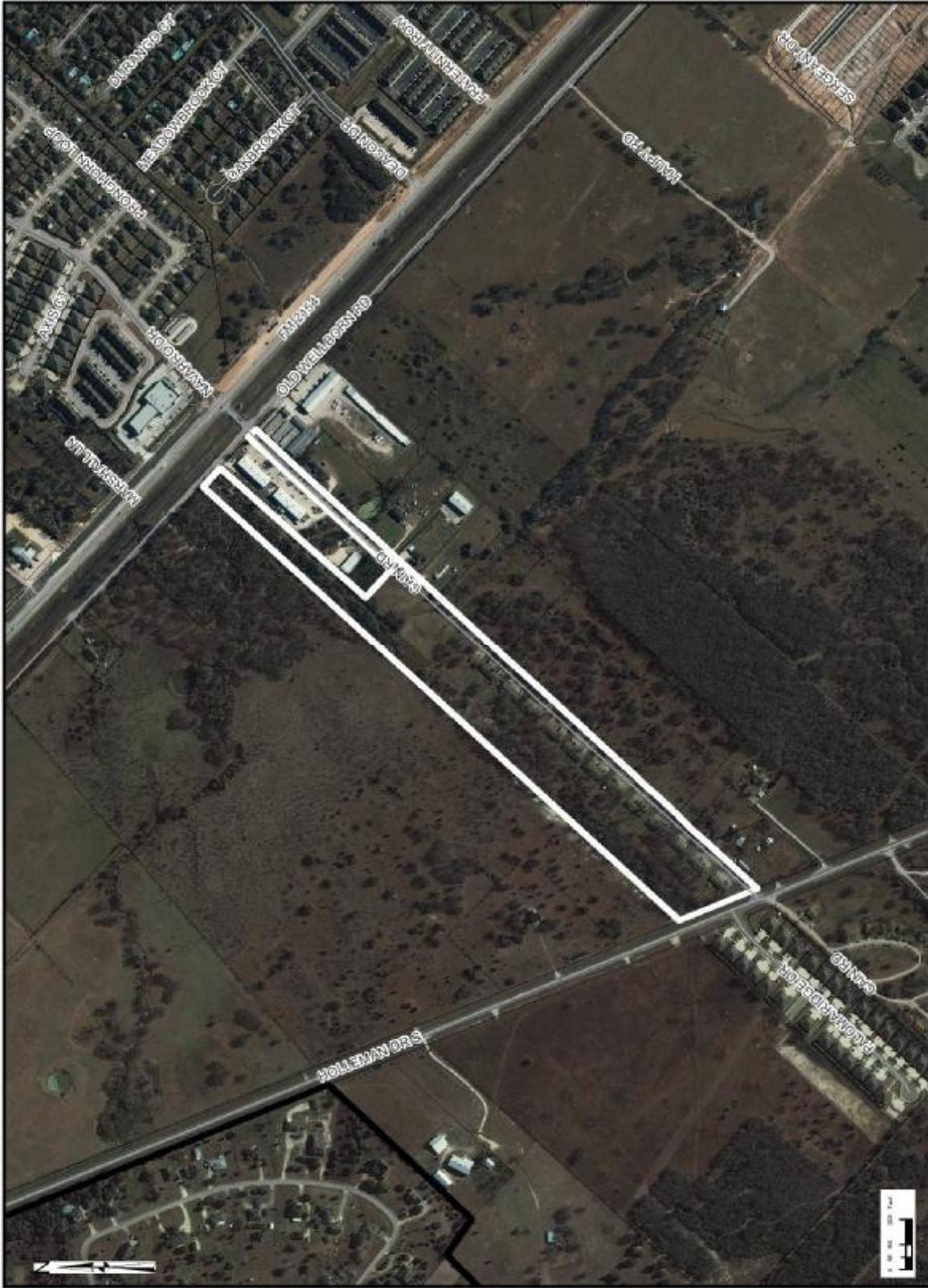
### DEVELOPMENT HISTORY

**Annexation:** 2002

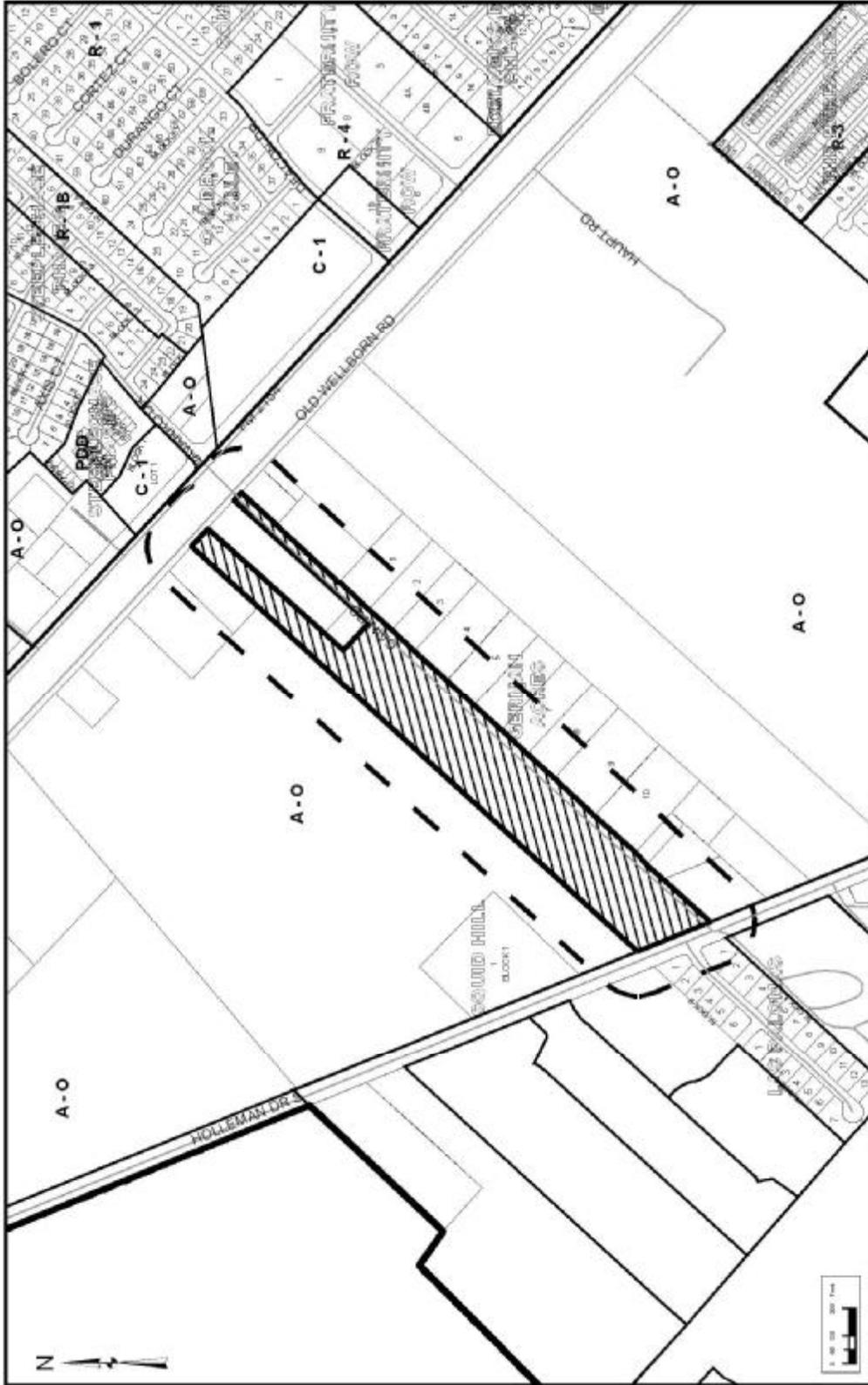
**Zoning:** A-O Agricultural Open upon annexation (2002)

**Final Plat:** N/A

**Site development:** A private street (Cain Road) is included on the southern portion of the tract with duplexes developed along a portion of the street. The remainder of the site is largely vacant.



	DEVELOPMENT REVIEW	UNIVERSITY ACRES	Case: 10-139	REZONING
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Zoning Districts	
A-O	Agricultural Open
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
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
NG-2	Transitional Northgate
NG-3	Residential Northgate
OV	Corridor Overlay
RDD	Redevelopment District
KO	Krensh Tap Overlay

	DEVELOPMENT REVIEW	UNIVERSITY ACRES	Case: 10-139	REZONING
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**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**November 18, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Bo Miles, Hugh Stearns and Doug Slack

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney and Jess Fields

**CITY STAFF PRESENT:** Jennifer Prochazka, Matt Robinson, Joe Guerra, Josh Norton, Carol Cotter, Alan Gibbs, Lance Simms, Bob Cowell, Mary Ann Powell, Kerry Mullins, and Brittany Caldwell

1. Call meeting to order.

Chairman Shafer called the meeting to order at 7:00 p.m.

2. Hear Citizens.

None

3. **Consent Agenda.**

3.1 Consideration, discussion, and possible action to approve meeting Minutes.

- October 26, 2010 ~ Joint Workshop
- November 4, 2010 ~ Workshop
- November 4, 2010 ~ Regular

Commissioner Stearns asked that Consent Agenda Item 3.1 be removed from the Consent Agenda.

**Regular Agenda**

4. Public hearing, presentation, possible action and discussion regarding a Rezoning for 3180 Cain Road of 19.575 acres from A-O Agricultural Open to C-1 General Commercial, R-3 Townhouse and R-4 Multi-Family located at 3180 Cain Road and more generally located west of the intersection of Old Wellborn Road and Cain Road. **Case #10-00500139 (MR)**

5. Adjourn.

**Commissioner Stearns motioned to adjourn the meeting. Commissioner Hall seconded the motion, motion passed (5-0).**

The meeting was adjourned at 9:20 p.m.

**Approved:**

---

Scott Shafer, Chairman  
Planning and Zoning Commission

**Attest:**

---

Brittany Caldwell, Admin. Support Specialist  
Planning and Development Services

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 Exhibits "A", "B", "C" and "D" 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 properties being rezoned from A-O, Agricultural Open to C-1, General Commercial and as shown graphically in Exhibit "D":

**METES AND BOUNDS DESCRIPTION  
OF A  
0.478 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 19.575 ACRE TRACT AS DESCRIBED BY A DEED TO MBS SCHULTZ REAL ESTATE, LLC, RECORDED IN VOLUME 9452, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF A CALLED 3.201 ACRE TRACT AS DESCRIBED BY A DEED TO KENNETH C. TRIPP AND ELIZABETH A. TRIPP RECORDED IN VOLUME 7153, PAGE 78 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING AN INTERIOR CORNER OF SAID 19.575 ACRE TRACT;

THENCE: S 47° 30' 15" E ALONG THE COMMON LINE OF SAID 3.201 ACRE TRACT AND SAID 19.575 ACRE TRACT FOR A DISTANCE OF 174.33 FEET TO A 3/4 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.201 ACRE TRACT;

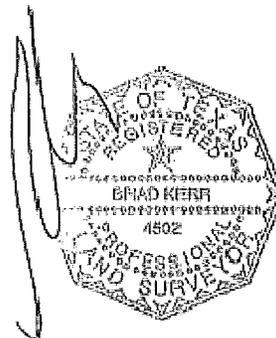
THENCE: S 42° 28' 33" W THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 119.24 FEET;

THENCE: N 47° 45' 18" W CONTINUING THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 173.29 FEET;

THENCE: N 41° 58' 50" E CONTINUING THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.478 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:\WORK\MAB\10-365R\MAB



**EXHIBIT "A" CONTINUED**

**METES AND BOUNDS DESCRIPTION  
OF A  
0.797 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 19.575 ACRE TRACT AS DESCRIBED BY A DEED TO MJBS SCHULTZ REAL ESTATE, LLC, RECORDED IN VOLUME 9452, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE MOST NORTHERLY CORNER OF SAID 19.575 ACRE TRACT AND THE EAST CORNER OF A CALLED 4.46 ACRE TRACT AS DESCRIBED BY A DEED TO F. MALCOLM HAYS RECORDED IN VOLUME 421, PAGE 90 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 47° 17' 50" E ALONG THE SOUTHWEST LINE OF OLD WELLBORN ROAD FOR A DISTANCE OF 115.06 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 3.201 ACRE TRACT AS DESCRIBED BY A DEED TO KENNETH C. TRIPP AND ELIZABETH A. TRIPP RECORDED IN VOLUME 7153, PAGE 78 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

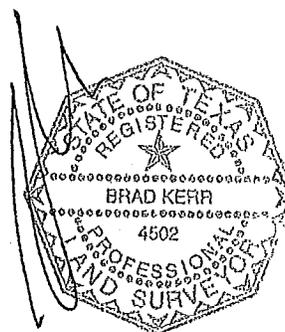
**THENCE:** S 41° 58' 50" W ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 3.201 ACRE TRACT FOR A DISTANCE OF 300.00 FEET, FOR REFERENCE A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 3.201 ACRE TRACT BEARS: S 41° 58' 50" W FOR A DISTANCE OF 441.43 FEET;

**THENCE:** N 47° 18' 15" W THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 116.44 FEET TO THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 4.46 ACRE TRACT;

**THENCE:** N 42° 14' 42" E ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 4.46 ACRE TRACT FOR A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.797 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

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**EXHIBIT "B"**

The following property is rezoned from A-O, Agricultural Open to R-3, Townhouse and as shown graphically in Exhibit "D":

**METES AND BOUNDS DESCRIPTION  
OF A  
12.002 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 19.575 ACRE TRACT AS DESCRIBED BY A DEED TO MJBS SCHULTZ REAL ESTATE, LLC, RECORDED IN VOLUME 9452, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE EASTERLY LINE OF JONES BUTLER ROAD (100' R.O.W.) MARKING THE NORTHWEST CORNER OF SAID 19.575 ACRE TRACT AND THE SOUTH CORNER OF THE REMAINDER OF A CALLED 70.4 ACRE TRACT AS DESCRIBED BY A DEED TO ANN FLEMING HAYS RECORDED IN VOLUME 6751, PAGE 275 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 14' 42" E ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID REMAINDER OF 70.4 ACRE TRACT FOR A DISTANCE OF 2545.57 FEET, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE MOST NORTHERLY CORNER OF SAID 19.575 ACRE TRACT BEARS: N 42° 14' 42" E FOR A DISTANCE OF 300.00 FEET;

THENCE: S 47° 18' 15" E THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 116.44 FEET; TO THE COMMON LINE OF SAID 19.575 ACRE TRACT AND A CALLED 3.201 ACRE TRACT AS DESCRIBED BY A DEED TO KENNETH C. TRIPP AND ELIZABETH A/ TRIPP RECORDED IN VOLUME 7153, PAGE 78 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 58' 50" W ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 3.201 ACRE TRACT, AT 441.43 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 3.201 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 561.43 FEET;

THENCE: S 47° 45' 18" E THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 173.29 FEET;

THENCE: N 42° 28' 33" E CONTINUING THROUGH SAID 19.575 ACRE TRACT, AT 119.24 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.201 ACRE TRACT, CONTINUE ON ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 3.201 ACRE TRACT FOR A TOTAL DISTANCE OF 859.93 FEET TO A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF OLD WELLBORN ROAD MARKING THE EAST CORNER OF SAID 3.201 ACRE TRACT;

THENCE: S 45° 28' 53" E ALONG THE SOUTHWEST LINE OF OLD WELLBORN ROAD FOR A DISTANCE OF 48.59 FEET TO A ¾ INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 0.7658 ACRE TRACT AS DESCRIBED BY A DEED TO CAIN ROAD CORP. RECORDED IN VOLUME 4126, PAGE 117 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 40' 08" W ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID 0.7658 ACRE TRACT FOR A DISTANCE OF 225.37 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF THE REMAINDER OF A CALLED 2.92 ACRE TRACT AS DESCRIBED BY A DEED TO CHERYL JONES RECORDED IN VOLUME 6332, PAGE 96 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**EXHIBIT "B" CONTINUED**

**THENCE:** S 42° 38' 55" W ALONG THE COMMON LINE OF SAID 19.575 ACRE TRACT AND SAID REMAINDER OF 2.92 ACRE TRACT FOR A DISTANCE OF 400.06 FEET TO A 5/8 INCH IRON ROD MARKING THE WEST CORNER OF SAID REMAINDER OF 2.92 ACRE TRACT AND THE MOST NORTHERLY CORNER OF A 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION AS REFLECTED ON THE PLAT OF GERMAN ACRES RECORDED IN VOLUME 2393, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 42° 28' 30" W ALONG THE SOUTHEAST LINE OF SAID 19.575 ACRE TRACT, SAME BEING THE NORTHWEST LINE OF SAID RIGHT-OF-WAY DEDICATION, FOR A DISTANCE OF 795.57 FEET;

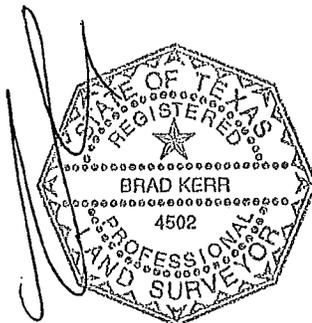
**THENCE:** N 47° 45' 18" W THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 181.65 FEET;

**THENCE:** S 42° 14' 42" W CONTINUING THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 1494.44 FEET TO THE EASTERLY LINE OF JONES BUTLER ROAD MARKING THE MOST SOUTHERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 22° 10' 35" W ALONG THE EASTERLY LINE OF JONES BUTLER ROAD FOR A DISTANCE OF 171.84 FEET TO THE POINT OF BEGINNING CONTAINING 12.002 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/10-365A.MAB



REVISED 07-02-10

**EXHIBIT "C"**

The following property is rezoned from A-O, Agricultural Open to R-4, Multi-Family and as shown graphically in Exhibit "D":

**METES AND BOUNDS DESCRIPTION  
OF A  
6.298 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 19.575 ACRE TRACT AS DESCRIBED BY A DEED TO MJBS SCHULTZ REAL ESTATE, LLC, RECORDED IN VOLUME 9452, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE EASTERLY LINE OF JONES BUTLER ROAD (100' R.O.W.) MARKING THE NORTHWEST CORNER OF SAID 19.575 ACRE TRACT AND THE SOUTH CORNER OF THE REMAINDER OF A CALLED 70.4 ACRE TRACT AS DESCRIBED BY A DEED TO ANN FLEMING HAYS RECORDED IN VOLUME 6751, PAGE 275 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 22° 10' 35" E ALONG THE EASTERLY LINE OF JONES BUTLER ROAD FOR A DISTANCE OF 171.84 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 42° 14' 42" E THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 1494.44 FEET;

THENCE: S 47° 45' 18" E CONTINUING THROUGH SAID 19.575 ACRE TRACT FOR A DISTANCE OF 181.65 FEET TO THE NORTHWEST LINE OF A 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION AS REFLECTED ON THE PLAT OF GERMAN ACRES RECORDED IN VOLUME 2393, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 28' 30" W ALONG THE SOUTHEAST LINE OF SAID 19.575 ACRE TRACT, SAME BEING THE NORTHWEST LINE OF SAID RIGHT-OF-WAY DEDICATION, THE NORTHWEST LINE OF A CALLED 1.476 ACRE TRACT AS DESCRIBED BY A DEED TO B. BRENT SEWELL RECORDED IN VOLUME 6666, PAGE 290 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE NORTHWEST LINE OF A CALLED 2 ACRE TRACT AS DESCRIBED BY A DEED TO FLETCHER N. GERMAN, JR. RECORDED IN VOLUME 3250, PAGE 249 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 1578.36 FEET TO A 5/8 INCH IRON ROD ON THE EASTERLY LINE OF JONES BUTLER ROAD MARKING THE SOUTH CORNER OF SAID 19.575 ACRE TRACT;

THENCE: N 22° 10' 35" W ALONG THE EASTERLY LINE OF JONES BUTLER ROAD FOR A DISTANCE OF 194.36 FEET TO THE POINT OF BEGINNING CONTAINING 6.298 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/10-365B.MAB

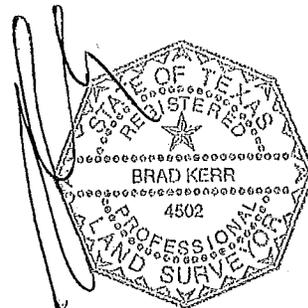
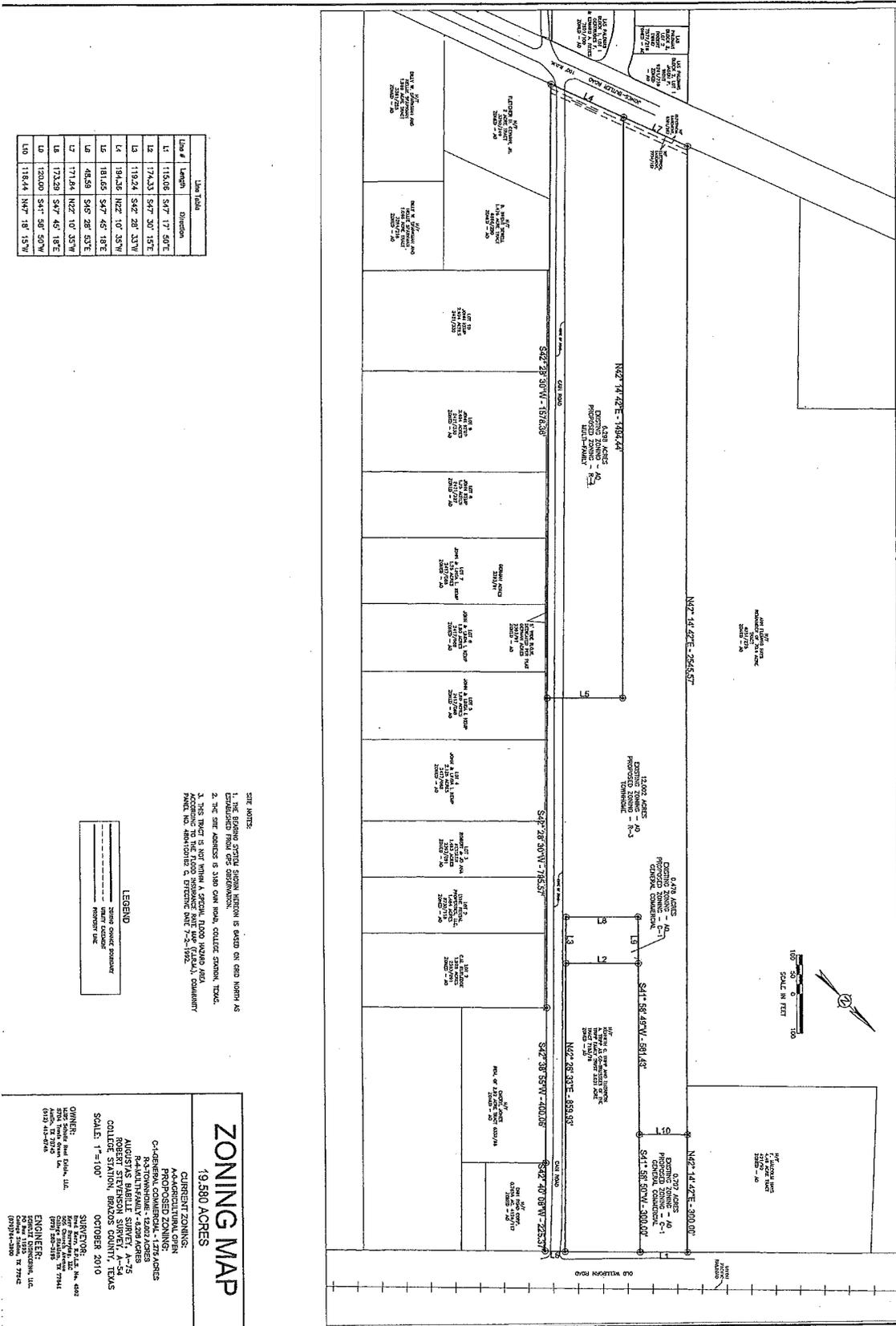


EXHIBIT "D"



Lot #	Length	Direction
L1	118.08	S47° 17' 50"E
L2	172.33	S47° 30' 19"E
L3	119.24	S42° 28' 33"W
L4	189.26	N22° 10' 35"W
L5	181.65	S47° 45' 18"E
L6	48.58	S45° 28' 53"E
L7	171.84	N22° 10' 35"W
L8	173.20	S47° 45' 18"E
L9	120.00	S41° 58' 50"W
L10	118.44	N47° 18' 15"W

- SEE NOTES:
1. THE EXISTING LOT LINE, HEREON IS SHOWN ON GRID NORTH AS COMPARED FROM GPS DETERMINATION.
  2. THE LOT LINES IS SHOWN OWN ROAD, COLLECTOR ROAD, TRAIL.
  3. THIS TRACT IS NOT PART OF A SPECIAL ADJACENT MAP AREA ACCORDING TO THE ROAD VARIANCE MAP LAW (LOCAL) CHAPTER 201, TITLE 10, SUBTITLE A, SECTION 201.02, COUNTY FAYETTE, TEXAS.



ZONING MAP  
19.580 ACRES

OWNER:  
BRIAN KERRY AND COLIN, LLC  
2000 WEST 11TH STREET  
AUSTIN, TX 78700  
PH: 512-318-1111

ENGINEER:  
DANIEL R. HARRIS, P.E.  
1000 WEST 11TH STREET  
AUSTIN, TX 78700  
PH: 512-318-1111

DATE: OCTOBER 2010

SCALE: 1" = 100'

PROPOSED ZONING:  
C-1 GENERAL COMMERCIAL - 1.278 ACRES  
R-4 MULTIFAMILY - 4.233 ACRES  
R-10 SINGLE-FAMILY RESIDENTIAL - 13.069 ACRES  
C-2 OFFICE BUILDING COMMERCIAL - 0.020 ACRES

**December 9, 2010  
Regular Agenda Item No. 3  
Alarm Ordinance Amendment**

**To:** Glenn Brown, City Manager

**From:** Jeff Capps, Chief of Police

**Agenda Caption:** Public Hearing, presentation, discussion and possible action regarding an alarm ordinance amendment to include the use of a graduated fine schedule and a third party vendor to administer the alarm program.

**Relationship to Strategic Goals:** Goal I.8 Evaluating Public Safety Needs.

**Recommendation(s):** Amend current ordinance to require a graduated fine schedule and reduce the number of false alarms allowed. Use third party vendor to manage the collection of associated fines resulting from excessive false alarms.

**Summary:** This item is returning to Council after staff received direction at the workshop meeting held on September 23, 2010. Staff seeks Council approval to amend the current alarm ordinance by reducing the number of false alarms allowed before fines are assessed from five to three.

Further, we seek to establish a graduated fine schedule for continued false alarm responses. The proposed fine scheduled is as follows:

Number of False Alarms	Fine
1 - 3 false alarms	\$0
4 – 5 false alarms	\$50.00 each
6 – 7 false alarms	\$75.00 each
8 and above false alarms	\$100.00 each

Finally, staff recommends that a third party vendor be engaged to administer the false alarm process.

**Budget & Financial Summary:** N/A

**Attachments:**

- Draft of amended City of College Station Code of Ordinances **Section 8: I False Alarms**

**December 9, 2010**  
**Regular Agenda Item No. 4**  
**College Station Business Advisory Committee Appointments**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Relationship to Strategic Goals:** Goal III.6 CS Economic Development Corporation

**Agenda Caption:** Presentation, possible action, and discussion regarding the appointment of individuals to the College Station Business Advisory Committee.

**Recommendation(s):** Staff is seeking the appointment of individuals to the College Station Business Advisory Committee.

**Summary:** At the September 23<sup>rd</sup> workshop meeting City Council approved a resolution creating the College Station Business Advisory Committee. The committee is to be a resource for the City in matters of communication, connection, recognition, and strategic planning regarding the City's ongoing economic development efforts.

The committee is to be comprised of up to seven members, each serving two year appointments, with extensive experience in the local business community. At Council's direction, Mayor Berry will serve as the committee's chair.

It is anticipated that the first meeting of the College Station Business Advisory Committee will take place in January 2011. It is further anticipated that the first task for the new committee will be to review the City's current economic development incentives policies.

**Budget & Financial Summary:** Initial startup cost for the CSBAC will be absorbed in the FY 2011 budget.

**Attachments:**

Attachment 1 - List of Staff Recommended Appointments

**Attachment 1 - Staff Recommended Appointments - CSBAC**

<b><u>Member</u></b>	<b><u>Affiliation</u></b>
Nancy Berry, Chairperson	Mayor of College Station
Tedi Ellison	Ellison Law Firm
Celia Goode-Haddock	University Title Company
Dick Haddock	ANCO Insurance
Larry Hodges	Copy Corner / Double Dave's
Tom Jackson	College Station Medical Center
Hub Kennady	A&M Super Storage

**December 9, 2010**  
**Regular Agenda Item No. 5**  
**Medical Corridor Advisory Committee (MCAC)**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding the appointment of additional members to the Medical Corridor Advisory Committee (MCAC).

**Recommendation(s):** Staff recommends that the City Council appoint additional individuals to the MCAC as identified in Attachment 2.

**Summary:** On October 25, Council appointed twenty-seven (27) individuals to the Medical Corridor Advisory Committee and directed staff to identify any additional members that might be necessary.

The individuals identified in Attachment 2 are believed to reside in College Station unless otherwise noted. Once the final membership of the MCAC has been established, Staff will move forward in engaging this new Committee in furthering the Medical Corridor Project.

**Budget & Financial Summary:** Staff anticipates minimal additional costs incurred from the expansion of this committee.

**Attachments:**

Attachment 1 – List of Additional Committee Appointments as Recommended by Staff

Attachment 2 – Current Medical Corridor Advisory Committee Members

**Attachment 1 - List of Additional Committee Appointments as Recommended by Staff**

	<b>Stakeholder Name</b>	<b>Stakeholder Affiliation</b>	<b>Address</b>
1	Dennis Anderholm	Brandon Heights HOA	3210 Westchester Ave.
2	Denise Barnett	Edelweiss Estates HOA	3622 Glenna Ct.
3	Joe Brown	College Station Medical Center, Dir. of Public Communications	4210 Cripple Creek Ct
4	Frank Hartman	College Station Medical Center, Dir. of Development	(Note: Residential Location Unknown)
5	Tom Jackson	College Station Medical Center, Chief Executive Officer	6011 Augusta Cr.
6	Jan McMurray	Devonshire HOA	3400 Mustang Ln.
7	Bill Rayburn	Scott & White Medical Center, Assoc. Reg. Chief Medical Officer	5151 Enchanted Oaks Dr.
8	Chuck Sanders	Southwood Forest HOA	2904 Coronado Dr.
9	Gentry Woodard	Scott & White Medical Center, Dir. Of Govt. & Community Affairs	4102 Settlers Way
10	Randy Yates	Shadowcrest HOA	9208 Shadowcrest Dr.

## Attachment 2 - Current Medical Corridor Advisory Committee Members

	Stakeholder Name	Stakeholder Affiliation	Address
1	Anderson, John E.	Wealth Management Advisor, Merril Lynch	200 Fireside Circle
2	Bailey, Rodney	Material Management Directo, CSMC	3712 Marielene Circle
3	Bains, Dr. Bobby	Cancer Liaison Physician, CSMC	902 Winged Foot Dr.
4	Batenhorst, James	Project Engineer, Mitchell & Morgan, LLP	3705 Ardonne Ct.
5	Bode, Carol	Quality Management Regulatory Compliance Director, CSMC	3209 Wild Rye
6	Bond, Sharon	HR Director, CSMC (Southwood Valley Animal Hospital)	1108 Todd Trail
7	Cleere, Patricia	Owner, Life Design Realtor	601 Guernsey
8	Clendenin, Angela	Director of Communications & Public Relations, Texas A&M University College of Veterinary Medicine & Biomedical Sciences	1304 Mullins Loop South
9	Cohen, Ruth	Concerned Citizen, Woodcreek	1310 Essex Green
10	Dorsey, Alicia M.	Vice President, Community Outreach, Texas A&M HSC	722 Berry Creek
11	Ebanks, Eleanor	Concerned Citizen, Woodcreek	9204 Brookwater Circle
12	Ellison, Chuck	Ellison Law Firm, Attorney, Owner	2902 Camille Dr.
13	Hard, Ed	Transporation Research, Texas Transportation Institute	11760 Durrand
14	Hazen, Anne	Former College Station Councilwoman; Vice President, Hospice Auxilliary Brazos Valley, Inc.	1309 Wilshire Ct.
15	Harrykissoon, Rajesh	Critical Care Physician	4414 Woodland Ridge Dr.
16	Lechler, Shane	Facility Pharmacy Director at Community Health Systems	101 Walcourt Loop
17	Mason, James M.	Retired Physician, Woodcreek	1302 Autumnwood Dr.

## Attachment 2 - Current Medical Corridor Advisory Committee Members

	Stakeholder Name	Stakeholder Affiliation	Address
18	McGuire, R.N. "Nick", Jr.	Retired, Glenhaven Estates	1107 Woodhaven Circle
19	Morgan, Jim	Associate Professor of Civil Engineering, TAMU	11782 Great Oaks Dr.
20	Ottinger, Timothy	Vice President, Communications & Marketing at St. Joseph Health System	3000 Cochise Ct.
21	Phillips, Doug	Optometrist, Texas State Optical, Stonebridge HOA	800 Marion Pugh Dr, Apt 1606
22	Rinard, Sheila	Director, Patient Care Services, CSMC	11770 Great Oaks Dr.
23	Sanford, Marsha	Real Estate Broker, REMAX Real Estate	4603 Shoal Creek
24	Schultz, Julie	Owner, Schultz Engineering	3208 Insbruck Cir.
25	Turton, Jon	Vice President for Ambulatory Services, St. Joseph Regional Health Center	5108 Sycamore Hills
26	Walker, Kirsten	Retired, Westfield Village	3909 Tranquil Path Dr.
27	White, Ben	Former Mayor and Medical Professional Society Administrator	