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**Mayor**

Nancy Berry

**Mayor Pro Tem**

John Crompton

**City Manager**

David Neeley

**Council members**

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Jana McMillan

**Agenda**

**College Station City Council**

**Regular Meeting**

**Thursday, April 14, 2011 at 7:00 PM**

**City Hall Council Chamber, 1101 Texas Avenue**

**College Station, Texas**

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

**Presentation:**

**Proclamation recognizing May 1, 2011 as Lemonade Day in Bryan-College Station**

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 March 22, 2011 Executive Session and Special Meeting and March 24, 2011 Workshop and Regular Council Meeting.

b. Presentation, possible action, and discussion regarding an amendment to the existing Economic Development Agreement between the City and Scott & White Healthcare.

- c. Presentation, possible action, and discussion regarding a Resolution approving a conveyance agreement to transfer ownership of 6810 Appomattox, an undeveloped property, to Brazos Valley Community Action Agency.
- d. Presentation, possible action, and discussion regarding the proposed changes to the City's Down-Payment Assistance Program (DAP) Guidelines.
- e. Presentation, possible action, and discussion on the rejection of RFP #11-36, Retail Commercial Lease Space Opportunity in the Chimney Hill Shopping Center, specifically the wooden kiosk previously occupied by Shakes.
- f. Presentation, possible action and discussion regarding the extension of an Interlocal Agreement with the Texas A&M University Department of Atmospheric Sciences through December 31, 2011 for an air quality monitoring station located in Lick Creek Park.
- g. Presentation, possible action and discussion regarding the approval of a resolution to participate in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program.
- h. Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2011 at \$216,230.
- i. Presentation, possible action, and discussion regarding amending the Inter- Local Agreement (ILA) with the College Station Independent School District (CSISD) regarding School Resource Officers (SRO).
- j. Presentation, possible action, and discussion recommending approval for the water meter purchase contract with Aqua-Metric Sales Co. for the amount of \$149,432.70.

### **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 amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning Lot 14, Block 3 of the Hrdlicka Subdivision, being 0.22 acres located at 1013 Eleanor Street, from R-1 Single-Family Residential to PDD Planned Development District for a community services center.
2. Presentation, possible action, and discussion regarding three non-annexation development agreements associated with the Wellborn annexation.
3. Presentation, possible action, and discussion regarding an ordinance annexing approximately 649 acres located in the ETJ on the southwest side of the City generally known as the Wellborn area.
4. 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, April 14, 2011 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 8th day of April, 2011 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 April 8, 2011 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 \_\_\_\_\_, 2011 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

City Council Regular Meeting

Thursday, April 14, 2011

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.

**April 14, 2011**  
**Consent Agenda Item No. 2a**  
**City Council Minutes**

**To:** David Neeley, City Manager

**From:** Sherry Mashburn, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion of minutes for March 22, 2011 Executive Session and Special Meeting and March 24, 2011 Workshop and Regular Council Meeting.

**Attachments:**

- March 22, 2011 Executive Session Minutes
- March 22, 2011 Special Meeting Minutes
- March 24, 2011 Workshop Minutes
- March 24, 2011 Regular Minutes

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 22, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields, arrived after roll call  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Special Executive Session of the College Station City Council was called to order by Mayor Nancy Berry at 4:35 p.m. on Tuesday, March 22, 2011 in the Conference Room, Utilities Training Facility, 1603 Graham Road, College Station, Texas.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 4:35 p.m. on Tuesday, March 22, 2011 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
  - Clancey v. College Station, Glenn Brown, and Kathy Merrill

- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, Cause No. 09-000656-CV361
- Timothy Delasandro et al v. City of College Station et al; Cause No. 11-000240-CV-272
- City of College Station, Texas, v. Virtual Equity Group, Inc, et al relating to nonpayment of hotel occupancy taxes for College Station Inn
- Weingarten Realty Investors v. College Station, Ron Silva, David Ruesink, Lynn McIlhaney, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Water CCN / 2002 Annexation / Wellborn Water Supply Corporation

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

- Legal Issues related to Wellborn Annexation
- Legal Issues regarding possible revenue sharing and legislation in bio-corridor

The Executive Session adjourned at approximately 5:40 p.m. on Tuesday, March 22, 2011.

### **3. Action on Executive Session.**

No action was required from Executive Session.

### **4. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the Special Executive Session of the College Station City Council at approximately 5:40 p.m. on Tuesday, March 22, 2011. The motion carried unanimously.

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

ATTEST:

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

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 22, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 6:07 p.m. on Tuesday, March 22, 2011 in the Wellborn Community Center, 4119 Greens Prairie Road West, College Station, Texas.

**2. Public hearing, presentation, possible action, and discussion regarding annexation and the annexation service plan for approximately 649 acres located on the southwest side of the City, identified for annexation under the exempt status.**

Lance Sims, Assistant Director of Planning and Development Services, displayed a map showing the proposed area of annexation. White areas indicate three property owners that opted for a non-annexation development agreement. This annexation will increase the size of College Station by 2%, with a population increase of two-tenths of one percent. This is the first of two Public Hearings. The second Public Hearing will be March 24, and the Council will consider annexation at the April 14 meeting. The service plan will provide services to the annexation area in a manner comparable to the level of service available to similar areas of the City. It does not reduce the service level within existing city limits by more than a negligible amount. Immediate

services include police protection; fire protection; emergency medical service; solid waste collection; the operation and maintenance of water and wastewater facilities; operation and maintenance of public roads/streets; operation and maintenance of publicly-owned parks, playgrounds, and swimming pools; and the operation and maintenance of other publicly-owned facilities. Additional services include building permits and inspections; planning and development services; economic and community development; animal control; code enforcement; and recycling collection. Capital improvements in the service plan include wastewater service and street/road improvements. All other services in the annexed area will be served through existing facilities, mutual aid agreements, and franchise agreements.

At approximately 7:43 p.m. Mayor Berry opened the Public Hearing.

Steve Arden, 1101 University, stated that his boyhood home was located in the southwest part of town just outside the city limits. It was an idealic place to grow up. Soon, the growth pattern started moving his direction. The first thing to happen was the lake became controlled, and commercial growth grew up around lake. Homes moved up to and around his own home, so he understands the resident's feelings, but after many years, he came to realize the real value was in the growth pattern. Properties realize their real value when subdivision and development occurs. The real value for Wellborn is the growth pattern, and they should be taking advantage of that. Many may not appreciate that now, but their heirs may do so in the future.

Terry Childers, 4400 Belvoir, related his municipal experience and the planning and growth management strategies employed by those cities, resulting in higher quality communities. He believes that College Station is on the cusp of making those same decisions. The recent census indicates that College Station is growing faster than other cities, and we need to plan for that growth using all the tools available. To do otherwise will result in a second class community. He offered an example of Oklahoma City, which grew around pocket communities and surrounded them by the city limits. Oklahoma City had to support those communities because those communities could not afford to provide the full breadth of services to their citizens.

Duke Hobbs, 1301 Essex Green, said logic indicates that Wellborn will be a part of College Station, whether by annexation or as an incorporated area surrounded by College Station. It can be zoned to maintain its rural feel like the Fox Fire subdivision, or it can become a small city surrounded by a larger city. It is logical to be annexed. If maintaining a separate community is so important, why didn't they incorporate in last one hundred years. He asked them to please join College Station.

Veronica Morgan, 905 Candlelight, said the basic question is if there is room for a city of Wellborn. Months ago she would have said yes and even signed the original petition. She is familiar with Bellaire and West University, which are both surrounded by Houston. However, she does not believe these two communities can co-exist. In this case, there is no middle ground because there is no compromise on the map. The map that many have seen shows that it was disjointed and haphazardly put together. No city in the state that would agree to such a map, creating an adjoining community. She tried to help with the map, but was told there would be no compromise with the map. She provided some history of the petitions and litigation, stating her tax dollars are being spent, and this is not a wise use.

Chris Scotti, 7701 Gettysburg, expressed his sympathy for Wellborn residents and reported that he had even voted against annexation in February 2008. He removed that area from consideration because of the number of passionate pleas. Wellborn leaders convinced him that they would begin incorporation proceeding immediately. It was supposed to be a small area, not the current sprawling map with long arms. This area must be part of a city. Counties are not equipped to handle the development issues this area is seeing. He saw several yrs ago that the rural lifestyle would be changing, and here we are today even further behind the curve. College Station cannot allow this to continue. The prudent thing to do is to annex the area and work with the residents to maintain their rural lifestyle. He wished h had voted for annexation three years ago.

John Nichols, 1317 Angelina Court, remarked about the comprehensive plan and noted this is the foundational document for decision making. The existing plan does identify some of the paths being considered tonight. Some on the Council may not have voted for that document, but they are the stewards of that document and the community. The plan is a living document. Chapter 8, Map 8-1, designates areas that might be considered for annexation. Growth is a fact of life in College Station, bringing with it development pressure. As a Council, we have to consider the impact of growth, not only on current land owners, but future land owners as well. 20-30 years from now, citizens will continue to expect efficient services. We need to preserve future options for good public services.

Mark Boller, 5155 Straub Road, reported he served in the military, and if others have served, then they want the right to vote. That's what he served for. Men that have given their life for that right to vote are turning over in their graves right now. Comments have been made that Wellborn uses College Station roads and parks, but he doesn't think that is accurate. The roads are county and state roads. If a person lives out in country, then they don't have the need or the time to go to a park. He does agree with statements that Wellborn is opposed to taxes. That is because College Station is not being good stewards of the money it has. Why would they give the City more? He asked the Council to put themselves in Wellborn's shoes and see how they would feel if they could not vote in the presidential election.

Larry Schueckler, 15206 Post Oak Bend, reported that he built his home in Wellborn 35 years ago. He has seen the community grow up with paved roads, banks, restaurants, and schools. He has long suspected that the area would become College Station some day. His home was annexed a while back, and he has experienced good service from police, solid waste collection and recycling. It is working well for him. He wants this to be resolved so he is not embarrassed to say he lives in the Wellborn community anymore.

Bette Smith, 15032 Turnberry, brought a paper clip as visual aid and stated she has used it for 28 years to vote every election. She and her husband vote an absentee ballot because her husband is in the military. One democrat and one republican sit at the table and vote. Some have said

what a waste of time because they are cancelling each other out. She asserts it is not a waste. People are dying so that we can vote.

Dr. Leigh Turner, 3301 Triple Bend, provided information regarding the laws for incorporation of cities. For Wellborn to incorporate, Texas law requires College Station to provide permission. This ability of College Station is not a common practice nationally. 38 states provide for citizens in the ETJ to vote on their own destiny, and it is a growing trend. It is also not uncommon for cities in Texas to allow communities to incorporate within the city's existing ETJ. She provided examples of such incorporations and stated that incorporation within an ETJ is not an anomaly. She reported that the Woodlands will hold an incorporation election in 2014.

Elizabeth Terry, 5344 Stousland, provided written comments, attached.

Joe Kuhn, 3457 Greens Prairie, stated he had moved here from Port Aransas. They went through many years dealing with Corpus Christi, which dreamed of more power, more land, and more money through taxes. He moved here because he likes being across the street from the city, but living in the country. There was an article today about a settlement agreement. One of the reasons for annexation that has been mentioned was to manage fiscal responsibility. This is not a good example of fiscal responsibility.

Joel Mitchell, 2070 Carter Lake, reported he was annexed three years ago and lived through what Wellborn residents are living through, however, the real problem was fear. There were many rumors about tree cutting, street lights, curb and gutter, etc. People were afraid College Station would ruin the rural lifestyle. He does pay more taxes, but he gets more things in return. He now pays \$650 more in taxes, but \$300 less in homeowners' insurance, and \$150 less in garbage fees, etc. Staff made the process painless and simple. He still has his trees. He still has the same street lights. He still has the same streets and rural lifestyle. All the fear was not true. As a citizen of College Station who has only voted in two elections, he elected the Council to look out for the benefit of the whole city, not special interest groups.

Timothy Delasandro, 3105 Larkspur, reported that House Bill 107 was voted out of committee in Austin today. He reminded everyone of the 10,000 signatures on the recall petitions to prevent the annexation efforts. The Save Wellborn group had hoped that 2,100 citizens voicing their opposition would have merited the Council's attention so that everyone could sit down and negotiate a compromise. He noted that if annexed, the City will take in a net positive of \$26,000 at a cost of \$4.5 million. Full roll out is thirty years from now. It will be 132 years before College Station breaks even. That means our great-grandchildren will be paying negative equity from this act 150 years from now. This is not being fiscally responsible. Until this issue goes to the citizens, it will not be resolved. Fallout from this will impact College Station for years to come. This will fail without public support.

Fred Bouse, 811 Plum Hollow, stated this issue is about citizens' property rights and controlling others' lifestyle. Area residents will be subject to City ordinances and controls. Those do not make sense in a rural community. Building structures for FFA projects will have to comply with city codes and ordinance, if even allowed to build. It is inconceivable that the City is able to annex without the consent of the impacted residents. Wellborn residents are already adequately

supplied with water and electric services, and the county provides law officials. The community does not need College Station services. College Station can expand around the community without annexing the area.

Mike Fulfer, 14537 S. Dowling, said everyone has their minds made up about what they are going to do. He is curious as to what is the big issue to do this. He grew up in Houston and went to Bellaire High School. There are incorporated areas with the Houston city limits, and they are all profitable cities. Wellborn could become a gold mine if left alone. What will Wellborn get for their tax dollars? It seems his money is going to get a man in a blue uniform instead of a brown one. He doesn't need that. As an existing community, unless there is some development overhead, it doesn't get anything.

David White, 5605 Polo, asked the audience to raise their hands in favor or against the annexation. He then reported he met in Austin to discuss House Bill 107, and the vote was 7-0 to move the bill through the legislature. A city planner can justify anything, but people are what make America. He directed Council to look out to the people that are going to be affected and asked how can they sit there, see row of hands, and still think to annex.

Hazel Royder Von Roeder, 904 Wedgewood, asked the Council to keep Wellborn Wellborn. Her ancestors were the early founders of Wellborn, which was established seven years before College Station. In 1938, when she was a junior in high school, Bryan was going to annex College Station. College Station was given the privilege to vote, and they incorporated. She asked the Council to put themselves in her place.

Jane Cohen, 3655 McCullough, reported that former mayor, Ben White, tried to meet, but there are some that think it was just a political ploy. Since then, there have been several meetings. She noted that Mayor Berry met with A.P. Boyd and discussed the map and drew lines. Another meeting between Boyd and Cohen and the Mayor and Councilmember Maloney occurred, and they did not discuss the map. It is inaccurate to say they did not negotiate the map. The petition this summer was by College Station citizens. A service plan is a contract. A contract is an agreement between two parties. She doesn't see where Wellborn was given an opportunity to participate in that contract. She asked the Council to listen to the citizens, both College Station citizens and ones they are proposing to annex.

Alan Smith, 15032 Turnberry, retired military, stated he fought to guarantee the rights of all citizens. Those rights include self-determination, such as voting and property rights. Petitions were signed by the citizens of College Station. Those petitions asked for the right to vote and have not been acted upon. He asked why not and reiterated that is what many fought for. The U.S. Constitution, the Voting Rights Act, and anti-discriminatory laws guarantee the right of all people to vote. These laws trump any laws in the College Station charter. He asked Council to reconsider allowing the citizens of College Station to vote.

Bonita Daily Simpson, P.O. Box 14, Wellborn, said all they are asking for is the right to vote to incorporate. She has been here 43 years and her ailing father has been here 75 years. All her ancestors were raised in Wellborn. She encouraged the Council to visit Salem Cemetery, where there are some born in 1851. She thanked those that support Wellborn. For those against

Wellborn, when they go before her father on the day of judgment, they will have to answer to him.

Steve Graebner, 14356 Cheyenne, did not speak.

Steve Wiggins, 17040 Calumet, stated this meeting is not about annexation but about the process of annexation. It is really about whether Wellborn has the right to vote and if the citizens of Wellborn have the right of self-determination. This may be in the best interests of College Station, but he questioned if Council is willing to impose its will on Wellborn without giving them the right to vote. City government has shown increasing willingness to impose its will on the citizens, and now it is imposing that same will on the ETJ. All they are asking for is the right to vote. He asked again if the Council is willing to impose its will without checking with the people it is going to impose upon.

Dan Hale, 4042 Cody, stated he does not preservation of the rural atmosphere as he drives down the road. It appears to be development for development's sake. It does not preserve a certain lifestyle, and he doesn't think the Council has any thought on how to preserve that lifestyle. He asked Council to allow Wellborn to incorporate and preserve its own identity.

AP Boyd, 5245 Straub, stated he enjoys it out here and it is his lifestyle. He doesn't want to change.

Lynn White, 5605 Polo, remarked she went through the annexation experience before, and it was not fun. When Moses and Joshua prepared to take over the land of Canaan, one of their main charges from God was not to take more land than they could manage. The timeline for this action is mainly to get a deal done before changes take place. She asked the Council to take time and have a true dialogue. No one solution is 100% right or wrong. When we rush there is no quality decision making. We must take time to get the best outcome. We should work together and compromise with one another.

Greg Taylor, 15791 IGN Road, said he has come to realize that College Station has the power to do what is in its best interest as provided by the state of Texas. The other side of that is when cities were given power over the ETJ, they were also given the responsibility to guard the health and safety of the ETJ citizens. He doesn't hear a concern for that responsibility. The deeds of College Station do not reflect living up to that responsibility. It is in the best interest of the ETJ to have a voice in their future by vote. This is being discussed in Austin by the state legislature. We should wait to see what their wisdom is; any marginal revenues gained will be infinitesimal.

Joseph Nagyvary, 3968 Cody, said he has heard much about the material interests and benefits for College Station. He cannot identify any item that benefits him as a Wellborn resident. He challenged the notion that growth would be managed by the College Station Council which has not exhibited any skills in the last 35 years. He emphasized that as an immigrant, he is a great believer in democracy.

Mark Lacy, 12469 Cheyenne, stated the right to vote is a major issue. There have been comments regarding the gerrymandering of the proposed Wellborn city limits. State law

provides the requirements on how this is done; it is a certain number of people for a certain number of square miles. It has been said that College Station needs the addition of Wellborn to grow. College Station is only 61% occupied; there is plenty of room for growth in the city limits. It is said that Wellborn will block growth to the south. College Station has already bypassed Wellborn so that doesn't hold any water. There have been members of council that have said if they were being annexed they would fight, too. There need to be rules regarding growth. His subdivision has deed restrictions. Aspen Heights was given access to City sewer, and that place was built without any controls.

Gary Potter, 5609 Straub, stated the earlier presentation just defends what the City wants to do. The City cannot provide anything to Wellborn they don't already have. If Council chooses to vote for annexation, then they will do it because they want to, not because they have to. It is not constitutional for a governmental body to have control over others when they were not elected by those people. This community has been here for a long time. He asked Council to look into their hearts and ask themselves if they want to cast the vote responsible for destroying the little town of Wellborn.

Linda Hale, 4042 Cody, said she was happy that the gentleman on Carter Lake had a good experience. She noted it was a subdivision, not a community of 160 years with fifth generation families growing up here. The City has the power to do that, but it is wrong.

There being no further comments, the Public Hearing was closed at 8:12 p.m.

### **3. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the Special Meeting of the College Station City Council at 8:12 p.m. on Tuesday, March 22, 2011. The motion carried unanimously.

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

ATTEST:

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

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
MARCH 24, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, 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 Thursday, March 24, 2011 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 2i and 2l were pulled from the Consent Agenda.

**2i:** Chuck Gilman, Director of Capital Projects, explained the funding was through a grant reimbursement.

**2l:** Jeff Capps, Chief of Police, explained this request is for more equipment.

**2. Presentation, possible action, and discussion regarding the plan to enhance pedestrian safety along University Drive between Wellborn Road and Tauber Street, Ordinance 2011-**

**3327, removing parking on University Drive, and a Memorandum of Understanding (MOU) with the Northgate District Association.**

Chuck Gilman, Director of Public Works, updated the Council on the University Drive Pedestrian Safety Improvement Project. He began with the history and need for safety with an illustration depicting bike and pedestrian crash data, most of which was centered at the intersection of University and College Main. Pedestrian safety was identified in 2003 with the Northgate Redevelopment Implementation Plan. In 2007, the issue was further studied through the Master Plan. These elements were included in a 2008 bond authorization for safety improvements in this corridor from Wellborn to South College. The project budget is \$7 million. The City completed the Discovery Drive extension on the TAMU campus, and TXDOT accepted responsibility of the Phase 1 pedestrian safety improvements. There have been numerous meetings between the City, TXDOT, and TAMU. Because of unique property boundaries in an historical area, staff concluded, that in order to move forward, there is a need for a temporary construction easement or right-of-way and began additional public engagement. This resulted in the creation of a Memorandum of Understanding between the City and the Northgate Development Association. NDA responsibilities include providing TXDOT with temporary construction easements to allow for construction of a wider sidewalk and pedestrian barrier in the current parking area on Boyett to College Main. From College Main to Lodge, they will provide TXDOT with temporary construction easements to allow for construction of the loading zone in the current parking area, dedicating the right-of-way to allow the City to enforce the loading zone restrictions.

The City's responsibilities include: 1) remove all on-street parallel parking on Wellborn Road to Tauber; 2) coordinate with TXDOT to construct a wider sidewalk in the current parking area on Wellborn Road to College Main; 3) coordinate with TXDOT to construct a pedestrian barrier to prevent pedestrians from walking into the travel lanes; 4) coordinate with TXDOT to construct a loading zone in the current parking area on College Main to Lodge; 5) mitigate the parking that was lost along University Drive; 6) construct a pedestrian plaza on College Main; 7) directional signage to parking areas in Northgate; and 8) develop a process to allow merchants to utilize the sidewalk and other appropriate public rights-of-way to conduct business.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3327, removing parking on University Drive, and approving a Memorandum of Understanding (MOU) with the Northgate District Association. The motion carried unanimously.

**3. Presentation, possible action, and discussion regarding the progress of the Medical Corridor Study.**

David Gwin, Director of Economic Development, updated the Council on the progress of the Medical Corridor Study. The area has a radius of about one mile, but there are no specific boundaries at this time. The College Station Medical Center is the largest single taxpayer and the largest single utility customer. Currently, there is a \$22 million expansion underway. The other anchor is the Scott and White Hospital and Clinic. It is a 175,000 square foot facility with

an investment of 120 million. Current medical assets include BCS Heart, Brazos Valley Foot Care, Hope Cancer Center, etc. with a value of about \$80 million. The City can expect that value to double, not including \$100,000 in taxable value for Scott and White. Some initial corridor observations include: 1) it is anchored by a medically-oriented development; 2) primary access is at Rock Prairie and Highway 6. Some concerns are limited highway visibility, a need for way-finding elements, and the need for image and branding.

**4. Presentation, possible action, and discussion on Resolution 03-24-11-04, awarding a Construction Contract (RFP 11-45) with Knife River in the amount of \$878,264.39 for the Royder Road & Greens Prairie Trail Reconstruction Project.**

Chuck Gilman, Director of Public Works, updated the Council on the Royder Road and Greens Prairie Trail Reconstruction Project. Transportation improvements to support Greens Prairie Elementary School include: 1) new pavement with bike lanes, sidewalks, and drainage improvements along Royder Road, south of Greens Prairie Trail; 2) replace undersized drainage structures along Greens Prairie Trail east of Royder; 3) a deceleration lane on Greens Prairie Trail into the school; and 4) a dedicated left turn lane on Greens Prairie Trail into the school and onto Royder Road. Completion is expected by July, 2011, and the project budget is \$1,062,420.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 03-24-11-04, awarding a Construction Contract (RFP 11-45) with Knife River in the amount of \$878,264.39 for the Royder Road & Greens Prairie Trail Reconstruction Project. The motion carried unanimously.

**5. Presentation, possible action, and discussion regarding the annual contract with McCord Engineering, Inc. for engineering services provided to College Station Utilities. This item is on the Consent Agenda for March 24, 2011 for Council approval.**

Timothy Crabb, Assistant Director for Electric Utilities, explained the contract before the Council will not exceed \$600,000 each year for the three years. CSU operates and maintains over 400 miles of distribution power Lines, over twenty miles of transmission power lines, and six distribution substations. They serve approximately 34,000 meters. The CSU design group handles all FERC accounting, maintain system mapping, meet with customers to determine need, design and estimate day-to-day projects, and project manage those projects from start to finish. Other than David Massey and himself, there are no engineers on staff. The CSU project coordinators handle all of the day-to-day projects, but for all other services, they use McCord Engineering. McCord provides electrical engineering civil engineering, permitting, survey and staking, engineering consulting services, and drafting services and document preparation. McCord Engineering is a local company that has been in the community for over 27 years, and their engineering knowledge base for College Station spans over 40 years. The contract allows access to engineering resources as needed without any retainer fee for those services. CSU handles projects internally whenever possible. The contract is a “not to exceed” amount and is in line with previous years, including substation projects.

## 6. Council Calendar

- March 28 Ribbon Cutting-New Whataburger-Hwy. 6/Wm. D. Fitch at 10:30 a.m.
- March 30 Ground Breaking Ceremony-Scott and White Clinic at Rock Prairie/Hwy 6-Scott and White Build Site, 2:00 p.m.
- March 30 Police Department Awards Banquet at the College Station Conference Center, 6:30 p.m.
- March 31 Youth Advisory Committee Town Hall Meeting at A&M Consolidated High School-Lecture Hall, 4:30 p.m.
- April 1 TAMU Chancellor's Century Council Annual Banquet at Clayton W. Williams, Jr. Alumni Center, 7:00 p.m.
- April 6 Mays Business School-Zale Visionary Merchant Lecture and Award Luncheon at Ray Auditorium, Mays Business School, 11:30 a.m.
- April 7 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.
- April 14 City Council Workshop/Regular Meeting in Council Chambers at 3:00 & 7:00 p.m.
- April 18 IGC Meeting at BVCOG, 12:00 p.m.

Councilmember Ruesink reported that the Whataburger ribbon cutting has been moved to another date.

## 7. 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 McMillan requested an outside legal audit regarding the City's litigation history. There was no consensus.

## 8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, 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.

Councilmember Lyles reported there will be a Health Board meeting next week and also provided a brief update on the Arts Council.

Councilmember Ruesink reported that students from our sister city in Germany will be visiting College Station in mid-April and hope to meet with the Council. We will also have visitors from our other sister city in Salamanca, Mexico in May.

## **9. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072 – Deliberation Regarding Real Property, §551.074-Personnel Matters, §551.074-Deliberation Regarding Security Devices, and §551.087-Deliberation Regarding Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:55 p.m. on Thursday, March 24, 2011 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
- Clancey v. College Station, Glenn Brown, and Kathy Merrill
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Timothy Delasandro et al v. City of College Station et al; Cause No. 11-000240-CV-272
- City of College Station, Texas, v. Virtual Equity Group, Inc, et al relating to nonpayment of hotel occupancy taxes for College Station Inn
- 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
- Water CCN / 2002 Annexation / Wellborn Water Supply Corporation

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

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Legal Issues Related to Wellborn Annexation

C. Deliberation regarding real property; to wit:

- Shake's lease at Chimney Hill property

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

- City Council Self-Evaluation

E. Deliberation the deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- City Hall security

F. Deliberation regarding economic development negotiations; to wit:

- Scott and White Healthcare

The Executive Session adjourned at 6:43 p.m. on Thursday, March 24, 2011.

No action was required from Executive Session.

**10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:43 p.m. on Thursday, March 24, 2011.

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

ATTEST:

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

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 24, 2011

STATE OF TEXAS           §  
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COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
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**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, 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 Thursday, March 24, 2011 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.**

Ronnie Jackson, with the City of Bryan, and Jodie Goldberg, with NLC, along with numerous others in the banking profession, came forward to announce a new initiative called “Bank On Brazos Valley”.

• **Citizen Comments**

James Byrne, 2350 Bagby #5301, Houston, reported on a need for College Station to develop more transportation options and expressed his desire to open a shuttle service called a jitney. He

wishes to work with staff to modify some elements of the taxi ordinance. One is to update the definition of jitney so that the parameters are more specific. He recommends inspections for safety and wishes to modify the number of passengers allowed. He is also proposing the implementation of approved jitney routes and stops.

Mary Dabney Wilson, 515 Gilchrist, stated she has been a resident of College Station for over fourteen years and supported the 2008 bond election, primarily because of the promise of the Lick Creek Nature Center. This is a major asset to our community. She asked the Council to approve \$100,000 for the planning phase of this project. There is an active Audubon organization that uses the park and supports the nature park. There are educational and outreach services aimed at training and improving Master Naturalists, who have contributed over 3,000 hours of service this year. This is the primary, publicly accessible park in College Station. Private citizens will do their part to make this park the pride of the community.

Susan Scott, 1019 Guadalupe, said she has lived here seventeen years and asked the Council to move forward and fund \$100,000 for Lick Creek Park. This park attracts out-of-town visitors and teaches area children about our unique local natural environment. If children are not taught about our environment, then they will feel the need to conserve resources. Elementary school teachers have expressed their need for hands-on field trips to meet educational requirements. College students can provide a paying audience for classes. These students are also a resource; students have submitted designs, exhibits, and help to develop curriculum for classes. This park will help children appreciate the natural world.

Alan Pepper, 10383 Nunn Jones, stated his support of the allocation of \$100,000 for Lick Creek Park. Parks increase property values and community pride. They help with relocation of business and homeowners. We are fortunate that this park attracts people from outside the community. For every dollar put into the state parks, \$25 is generated in economic impacts. There are wonderful nature centers throughout the state. However, one part of the state has no nature center, and that is the Blackwood Post Oak Savannah we call home. This is an amazing place to experience Texas in its natural state.

Gary Halter, 1204 Ashburn, stated his support of Lick Creek Park. It is a sanctuary for a rare wildflower that grows nowhere else except here. This is a very unique park. He reminded Council that voters approved the bond issue by a large margin.

## **CONSENT AGENDA**

**2a. Presentation, possible action, and discussion of minutes for March 8, 2011 Special Meeting and March 10, 2011 Workshop and Regular Council Meeting.**

**2b. Presentation, possible action, and discussion to approve a Non-Disclosure Agreement with Texas Municipal Retirement System (TMRS).**

**2c. Presentation, possible action, and discussion regarding approval of Resolution 03-24-11-2c, defining the purpose of the Medical Corridor Advisory Committee.**

**2d. Presentation, possible action, and discussion regarding approval of Resolution 03-24-11-2d, authorizing the award of construction contract #11-094, with MasterTech Services Inc. in the amount of \$229,899 for the Water Cooling Tower Media Replacement project.**

**2e. Presentation, possible action, and discussion regarding approval of Resolution 03-24-11-2e, authorizing a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.**

**2f. Presentation, possible action and discussion on the approval of Resolution 03-24-11-2f, authorizing the Renewal of Electric Annual Construction Contract #10-121, Bid #10-31, with H&B Construction for \$860,161.92 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.**

**2g. Presentation, possible action, and discussion on the consideration of Ordinance 2011-3328, amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at the intersection of North Forest and Appomattox to a four-way stop controlled intersection.**

**2h. Presentation, possible action, and discussion on consideration of Ordinance 2011-3329, modifying Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersection approaches.**

**2i. Presentation, possible action, and discussion to award the construction contract for the 2005 Bike Loop Phase II – College Station Bike Loop Completion to Fuqua Construction Company, Inc. in the amount of \$257,443.64.**

**2j. Presentation, possible action, and discussion regarding renewal of a contract for Janitorial Supplies. This is the final renewal of a contract with Criswell Distributing. Criswell Distributing is requesting a 3% increase to the current, not to exceed, contract amount of \$52,744.14. The increase will result in a final, not to exceed, contract amount of \$54,326.32.**

**2k. Presentation, possible action, and discussion regarding a change order to decrease Professional Services Contract 07-086 by \$24,226.74. This contract between Malcolm Pirnie, Inc. and the City of College Station is for the design and construction administration services associated with the Parallel Wellfield Collection Line project.**

**2l. Presentation, possible action, and discussion regarding approval of Resolution 03-24-11-2l, for the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.**

**2m. Presentation, possible action and discussion on a Partial Settlement Agreement between the City of College Station and Virtual Equity Group, Inc. and Mega Equity**

**Holdings for delinquent hotel occupancy taxes for case number 10-10-00052-CV in the 10th District Court of Appeals, Waco Texas.**

**2n. Presentation, possible action and discussion on a funding agreement amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$22,000 for roof repairs at the agency's facility; and presentation, possible action and discussion on a Hotel Tax Fund contingency transfer in the amount of \$22,000.**

**2o. Presentation, possible action, and discussion regarding Resolution 03-24-1-2o, for an amendment for the College Station Business Council.**

**2p. Presentation, possible action and discussion on a settlement agreement between the City of College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, Ben White, Hugh Stearns and Dennis Maloney and Weingarten Realty Investors and Weingarten/Investments, Inc. to resolve the lawsuit *Weingarten Realty Investors, et. al. v. The City of College Station, Texas, et. al.***

No items were pulled from the Consent Agenda.

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

**REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding annexation and the annexation service plan for approximately 649 acres located on the southwest side of the City, identified for annexation under the exempt status.**

Lance Sims, Assistant Director of Planning and Development Services, displayed a map showing the proposed area of annexation. White areas indicate three property owners that opted for a non-annexation development agreement. This annexation will increase the size of College Station by 2%, with a population increase of two-tenths of one percent. This is the first of two Public Hearings. The second Public Hearing will be March 24, and the Council will consider annexation at the April 14 meeting. The service plan will provide services to the annexation area in a manner comparable to the level of service available to similar areas of the City. It does not reduce the service level within existing city limits by more than a negligible amount. Immediate services include police protection; fire protection; emergency medical service; solid waste collection; the operation and maintenance of water and wastewater facilities; operation and maintenance of public roads/streets; operation and maintenance of publicly-owned parks, playgrounds, and swimming pools; and the operation and maintenance of other publicly-owned facilities. Additional services include building permits and inspections; planning and development services; economic and community development; animal control; code enforcement; and recycling collection. Capital improvements in the service plan include

wastewater service and street/road improvements. All other services in the annexed area will be served through existing facilities, mutual aid agreements, and franchise agreements.

At approximately 7:55 p.m. Mayor Berry opened the Public Hearing.

Leatrice Bouse, 8111 Plum Hollow, provided written comments, attached.

Bill Stockton, 9222 Brookwater, stated his support of the Wellborn annexation, saying it is in the best interest of College Station. This annexation complies with the Comprehensive Master Plan, and the success of the growth corridor depends on a prudent long range plan. Wellborn will become an enclave surrounded by College Station, enjoying the use of the surrounding infrastructure at the expense of College Station residents.

Ed Hard, 11760 Durrand, supports the annexation of Wellborn. Southward growth is inevitable, and Wellborn is not prepared to handle that growth. The cost to remedy that would be unaffordable. He agrees with the preservation of their rural character and values, and noted that a good overlay district will retain that existing character and rural lifestyle. He lives in a rural area and has peace of mind knowing that the last phase of development behind his lot will be large residential lots with continuity of streets and rights-of-way.

Marty Cangelose, signed up, but did not speak.

Steve Arden, 311 Celia Loop, said we are fortunate to have a governmental system to handle things in an orderly fashion. He has had an opportunity to hear the pros and cons of the issues. He believes the most efficient way for Wellborn to handle growth is through the experience and efficiency of College Station. The most efficient way for College Station to handle this is through annexation as well. It will be less expensive for College Station to not do a work around. The efficiency gain for both entities is through annexation.

Amie Brower, 1615 Fox Fire, said she lives in a rural subdivision that was annexed into College Station in 1992. When the subdivision was annexed, it was given a special rural designation, and the City has upheld its commitment to the property owners. The City even fought on the behalf of the subdivision regarding a proposed big box in the area. The City has added speed limits in the neighborhood for improved safety. The City repaired the roads when the creeks rose and washed away the roads. The City talks to the people before any changes are implemented. As a rural subdivision, they are allowed to have wildflowers grow up. They receive great trash collection and excellent curbside recycling. Being a part of the City, doesn't mean you lose the great parts of a rural lifestyle.

Brian Bochner, 5111 Bellerive, stated his reasons to pursue annexation. First of all, the City adopted a thoroughfare plan as part of the City's Comprehensive Plan. The only way those roadways will come to pass is through the application of growth management, and City powers are needed to do that. Secondly, Greens Prairie Elementary indicates development is going past Wellborn, and there is a lot of development occurring. Residents want their homes to maintain value, but at the present time, there is no zoning and anything could happen. Adjacent to a

residential area an expansion of an industrial research facility is happening. The City has a plan for the Wellborn community. This plan will create a district for desirable quality.

Terry Childers, 4400 Belvoir, urged the Council to proceed with annexation. It is in the best interest of a future College Station that we have stewardship responsibility today. It is also in the best interest of Wellborn because College Station can provide protections for Wellborn residents that the county cannot provide, as well general law cities if Wellborn were allowed to incorporate. Annexation will also save College Station residents money in terms of taxes and fees for services. Much has been said about the right to vote and property rights. College Station has followed the municipal annexation process. There is a right to vote in specific arenas. This is not one of those arenas.

Veronica Morgan, 11782 Great Oaks, supports the annexation of Wellborn. Months ago she would have agreed with Wellborn and even signed the original petition. However, she does not believe these two communities can co-exist. In this case, there is no middle ground because there is no compromise on the map. The map that many have seen shows that it was disjointed and haphazardly put together. She provided some history of the petitions and litigation, stating her tax dollars are being spent, and this is not a wise use. Wellborn has shown they prefer courts over mediation. Wellborn had many opportunities to incorporate and chose not to. She has heard testimony that gerrymandering was necessary to get enough votes to incorporate. That's problematic in itself. Neither entity can regulate based upon that map. The idea behind annexation is to control growth in that area. If Wellborn won't control it, then College Station must. She urged the Council to not vote on emotion; we've already had a council vote on emotion and it cost us \$3.5 million. She urged the Council to vote on what is right and worthy of College Station.

Chuck Wiggins, 4718 Stone Briar Circle, supports annexation. He stated it is a question of overall fairness. They are there because we are here. They use our facilities and roads to go to work. He has noticed a big building housing a carpet cleaning company on the main street. That was built there to service the people of College Station and Bryan. It is also about tax equity. As a resident, he pays city taxes for police and fire. He also pays county taxes for police and fire in Wellborn.

Duke Hobbs, 1301 Essex Green, said he has heard Wellborn residents pleading against annexation, and they have spoken of losing their rural lifestyle. But just a few miles away is an excellent example that maintained their rural lifestyle after annexation. For those who believe there will be no benefits to them, he provided some examples of positive gains that annexation will bring to them, such as lower homeowners insurance costs, etc. There is a fear of the unknown. One common theme he has heard consistently from the opposition, is that they want to be heard. It is a legitimate request to be heard. But obviously that is happening right now. If maintaining a separate community was so important, they had 140 years to do so. They only want to do it now when they see they are in our growth pattern. If they incorporate, they will completely cut off College Station from any southward growth.

Don Hellriegel, the core implications of strongly restricted annexations are captured in a 2003 comprehensive study. This study, along with other well respected national reports, concludes

that annexation is the key and primary difference in the flourishing cities of Texas and the declining cities in other parts of the nation. It is estimated that College Station would lose retail sales revenue of over \$6 billion from 2003-2030 if restrictive annexation policies and practices were put into place. Residents of unincorporated areas rarely want to be annexed and turn to the state legislature each session with appeals to restrict or curb annexation. The entire character of the Texas economy will be changed and will notably limit its capacity to support future growth and prosperity; the inability to expand creates market failure because emerging growth areas are not required to pay the full social cost of their expansion. As such, they become free riders on the transportation, communications, financial, educational, and other activities provided by the central city. The result is a perpetual deterioration of the sustainability of core areas, which in turn, accelerates flight to outlying areas. This spiral, if left unchecked, ultimately erodes the viability of the urban center and diminishes quality. He asked the Council to think 30 years, 50 years, 100 years in their decision.

Paul Parrish, 2604 Faulkner, reported he moved to Fox Fire specifically for its rural character. He values the space it gives him in an environment that allows him to think he lives in the country. So it was in 1986, and so it is now that he is in the City. He was wary when he was approached with annexation, but it is the same community as before, but now with the advantages of city services, reliable police and fire, etc. There are no curbs and few street lights. They have maintained those characteristics because of the compatible zoning the city provided. If people are concerned that annexation leads to bland sameness, then he invited them to come to Fox Fire. The City demonstrated a willingness to engage with them in a process that benefited everyone.

Chris Scotti, 7701 Gettysburg, presented a video clip from a 2008 Council meeting discussing Wellborn incorporation. He said our community cannot afford to come back in three years to discuss this again.

John Nichols, 1317 Angelina Court, referenced a comment made Tuesday night and stated that dropping annexation will not make it go away. That is not the problem. The problem is growth – rapid growth. Annexation is one of the tools. When he was on Planning and Zoning, he dealt with many contentious issues. Yes, the City is charged with the health, safety, and welfare of those in the ETJ, but the Council has limited tools in the ETJ. The County has little ordinance authority in ETJ, as well. The problem is not going away simply if we do not annex. The land is there. The people want to develop it. Individual property owners can come forward and request annexation. If we can't do an organized annexation, then we will have to take it in piecemeal.

Steve Searcy, 1521 Frost, stated there are issues of conflict by having a community surrounded by College Station. He supports annexation and urged Council to vote positively on that. He visited the city website and looked at a map delineating the various annexations over the years. What would College Station be like if annexation activity stopped at 1954, 1960 or 1970? The community has been growing rapidly since that time. Stopping annexation or exempting property just because of high emotion is poor strategy.

Mary Broussard, 2909 Pierre Place, stated that until last year, she served as a school board trustee and developed an appreciation of the relationship between the school and city. CSISD

will benefit if Wellborn is annexed. Regardless of outcome, the school will continue to serve the children of the district. Examples of partnerships with the City include improvements to Royder Road, sewer service, and Kids Klub. These are the types of partnerships that create a great community to work, play, and raise families.

Mike McCleary, P.O. Box 36, Wellborn, said he moved to Wellborn over forty years ago. He raised his family there and met a lot of people in Wellborn. Since then, he has seen about 85% of those buried in the cemetery. He asked how much city services they will get anyhow. The sewer line is on wrong side of the road, under the rail road tracks. There is a map that shows a highway going across his property. He asked about the cost to get city services. Comparing Wellborn to Fox Fire is like comparing cats to cows. If anyone wants to see rural, they should come to Wellborn.

Bruce Wick, 502 Luther, thanked the Council and reminded them they were elected to represent and serve College Station citizens and protect the City's best interests. He encouraged the Council to do that in these challenging times and annex Wellborn. Listening and acting for small groups is wrong. The ideology is fine, but prudent, legal actions lead to progress. There are a lot of fear mongers and coalitions; this is unprecedented. He asked the Council to look in their hearts and do what is right, and to not leave a mess for another Council to clean up. In 1966 College Station ended at Harvey Road, and there were cows walking down the road. He urged the Council to do what is best for College Station.

Dale Holecek, 13922 IGN Road, Asked what will annexation cost the residents of College Station. Lance Simms has projected annual revenues of \$173,000 and anticipated costs of \$3.4 million. The fiscal impact after full build out is only \$26,000. Premises from the Simms presentation includes: 1) the model is projected out twenty years; 2) \$262,000 per year to pay the principle and interest on the capital improvements; 3) 1.6 city staff will be used to manage the Wellborn area; and 4) the average salary and benefits of a City employee is \$96,000 per year. Using the City's numbers, College Station residents will pay \$5 million to annex Wellborn, which will not be repaid in twenty years. If the City can only recover half of the cost of purchasing the current EMS No. 1 property, and the City has to hire one more employee to help manage the area, then the cumulative cost to College Station could be \$7.4 million, which will not be repaid in twenty years. This is an agricultural area, and there will not be a lot growth in the next ten years. From a cost point of view, annexation of Wellborn is a terrible deal for College Station residents.

Greg Taylor, 15796 IGN Road, stated that when cities were given unilateral authority over the ETJ, they also acquired the responsibility to act in the best interest of the ETJ. Those that have spoken in favor of annexation say it is in the City's best interest. If they think taking on massive financial liability is in their own best interest, they are mistaken. We don't know what the majority thinks, but one way to find out is to vote on it. The incorporation election has been actively pursued since 2008. Petition after petition has been filed.

Mary Ann Nagyvary, 3968 Cody, stated her opposition to annexation and that Wellborn should not be considered as a suburb. This community has been around for decades and is not just another plot of land waiting to be grabbed. An initial petition was submitted several years ago

and ignored. She was so excited about the possibility of incorporation. We were going to have zoning, and who better to have ownership of that area? They were chartering a new rural city and wanted to be good neighbors. It is so sad that the Council so fears it and is so threatened by it. Wasted time and money has been spent on this divisive conflict. If given the right to vote, Wellborn would have this great thing to the south. Council can still vote no to annexation.

Marianne Opresko, 11282 Hickory #6, said she was in the ETJ and was annexed. She also ran the first recall of the City Council. She hopes that Council will hold to the fire the feet of staff who reported how much annexation would cost, and if it costs more, take it out of their paycheck. Benefits are developer driven. College Station spent lots of money to put a fire station in her area and then moved it. The Police Department had to hire sheriff deputies to serve the rural area. The fire chief did not do what was needed to serve the rural area. Wellborn was a community before College Station. College Station was incorporated because Bryan was going to annex it. She asked Council to think about how much it will cost.

Fred Bouse, 811 Plum Hollow, said it is inconceivable to him that College Station would go forward with this annexation against the wishes of 2,000 people. Remarks have been made that this is not personal. It is personal for Wellborn residents and those College Station residents that love the Wellborn community. Annexation without the right to vote is no different than taxation without representation. He referenced the many foreign conflicts occurring and stated that what their citizens are seeking is no different from what Wellborn is seeking.

Lynn Ruoff, 3733 McCullough, thanked the Council for its generosity to use College Station taxes to pay for Wellborn services in a time of economic uncertainty. She noted that College Station recently proposed a monthly \$2 fee to repair roads, but now is talking about taking on the repair of Wellborn roads. Most communities looking at decreasing animal control services, but now College Station is looking to add animal control in the annexed area. She stated that those in Wellborn chose to live in an area that does not provide these benefits, and they are happy to continue without.

Linda Hale, 4042 Cody, said she has heard so many numbers about how little or how much it will cost to annex and she doesn't know what to believe. In two weeks the Council will have an opportunity to bring healing to Wellborn and to the citizens that don't want this to happen. There is enough room in Brazos County for Bryan, College Station, and Wellborn. She asked Council to think of the scars and division this annexation will cause.

Al Smith, 15032 Turnberry, said he is an engineer with forty years experience and is qualified to comment on the service plan. A letter was sent to the Mayor and City Manager addressing a number of cost issues. He believes that the City estimates are \$2.4 million under estimated. Had the City prepared a detailed cost benefit risk analysis or environmental assessment, they would have seen items that should have been addressed. For example, the estimate for the seal coat of the roads (with a six year life) was \$103,000 whereas it is really \$167,000 (based upon two independent contractors). Based on the City's history, these roads will be upgraded to City standards and will cost \$1.2 million. He didn't see the cost of the proposed thoroughfare road. He also feels the annual maintenance cost is underestimated.

Joseph Nagyvary, 3968 Cody, stated that his love of Aggieland is second to none, but he is not impressed with the development of College Station with its huge urban sprawl. When growing up in Hungary, they dealt first with the feudal lords, then the fascists, and then communists, who all made them humble themselves and accept their decisions. He did not think he would, in the land of the free, have to stand before a benign colonizing power that would seek to impose its will upon the people. The right of Wellborn to vote is the central issue. According to a local public opinion poll conducted by Councilmember McMillan, two thirds of College Station residents think the Wellborn issue should be decided by the public itself. This is too important to be decided by Council alone, whose composition may change in May. Does the Council realize how bad it looks to have scheduled an annexation vote with the apparent intention to beat a proposed state law that will give them right to vote. The appearance is that they are afraid and don't believe in democracy, with little respect for the principles this great country was founded upon.

Kamryn Franze, P.O. Box 270, Wellborn, came before Council and stated she is eleven years old. She noted that Wellborn was her great-great grandparent's home. She asked the Council to let Wellborn stay Wellborn.

Vicki Franze, P.O. Box 270, Wellborn, stated that Wellborn is not just a neighborhood. This is a town that has been there for 140 years. Generations have lived there. They don't want the City's protection or services. There are cities in Houston that function perfectly. If Wellborn had incorporated earlier, College Station would have to grow around them anyway. Just because the City has the authority and power to annex, does not make it right. How is it right to press on with annexation against the people's will? She asked the Council to be fair and fiscally responsible.

Jane Cohen, 3655 McCullough, agreed that the City instructed us to pursue incorporation. The first petition for incorporation was presented in 2008, and staff said it was not in the right order. They came back in February 2010; the City ignored it and never responded. College Station residents turned in a petition, and 1,500 voters said to let Wellborn vote. The City fought its own citizens. 2,000 residents said to recall Council and by proxy referendum to let Wellborn vote. They would like to have privilege to vote. They did talk about the map. This is just a process, so hopefully we can reach a win-win situation. Regarding the service plan, she thought this was a contract, and they have not had any input.

Karen Hall, 5918 Highway 21 East, stated that services are mostly development driven. Those on small tracts will not enjoy services. Great Oaks was annexed 2008, and they still don't have services. Sewer was provided out to the new cemetery across the road, but Great Oaks does not have sewer. They have been in the ETJ since 1970, and that was a College Station decision. ETJ is slang for "gotcha". All cities use the Perryman Group to get the results they want. A noted university of Houston economist pointed out huge flaws in their data and conclusions. Fox Fire requested to be annexed into College Station. In return, College Station brought water, sewer and fire hydrants.

Carol Fountain, 14380 Cheyenne, stated that College Station really has nothing to offer Wellborn except for higher taxes. Mr. Simms consistently states we don't have to do this right away,

citizens already have water, sewer, etc. There is no advantage to Wellborn or College Station residents to annex Wellborn. They will have to bear the burden of the expense of annexation. College Station seems to exercise power for power's sake against its weaker neighbor, Wellborn.

Laura King, 2727 San Felipe, chose to attend TAMU for the strong values and traditions it upholds. While a student, she was steeped in the Aggie code of honor. These values reflect those she was raised by. She has followed the Wellborn issue and is disappointed in the Council's actions. In her opinion, they have not acted ethically. She asked them to please do right thing.

Dave White, 5605 Polo, asked why is it so important to annex before the process within the state legislature can take place. There are a lot of people in favor, but do they live in Wellborn? How can you sit there and look at the citizens, and see there are so many asking to be left alone. The council is acting as a steamroller, and he can't believe they can ignore this many people. The Council has the power, the law and the right, but these people should have the right to vote. It's just American.

Lynn White, 5605 Polo, said prayer is the best way to find solution. Most major decisions are made out of fear, fact driven decisions, forces, or through faith. Tonight, she has heard the fear that College Station can't grow. It can happen. 40% of the property in the City has not been developed. The fear of Wellbornites is they will lose their identity. Wellborn is more than just a neighborhood; it is a community that was here long before any of us.

A.P. Boyd, 5245 Straub, said it is not fair to compare Wellborn to Fox Fire. He gave an example of loose dogs and said that is one of the differences of living in the City and living in the country. He has goats, and his granddaughter plays with them. She can't do that in the city. He loves Wellborn, and that is why he did not build in Pebble Creek. He asked Council to consider letting Wellborn be a good neighbor. They can be a good neighbor.

Russell Yates, 904 Pershing, signed up, but did not speak.

Bonita Daily Simpson, 15097 Royder, said they have been in this dilemma since 2008. They have looked for ways to incorporate, have fought, but have been knocked down every time. She quoted Matthew 6:9, and asked Wellborn to stay on bended knee. If it is not the Father's will, Council should beware.

Charlotte Watson, 1516 Front Royal, briefly discussed her travels abroad. She has seen a huge difference in the America she left and the America she came home to. She is homeschooling her children, and they are studying the American Revolution. She is concerned something is being done without consent.

Chris King, 2727 San Felipe, said he is in business development and understands projections. This is the science of the artificial. Communities are becoming artificial. We are taking away the rights of individuals they ought to have. We can't plan for tomorrow, but we can have actions today. Actions are who you are. A rural subdivision is an oxymoron. He asked the Council to protect rural communities.

Glen Boote, 14290 IGN Road, said Wellborn is a wonderful area. He has never thought of it as anything other than a little town. There is a water tower that says Wellborn; there is a Wellborn Road, and green signs saying Wellborn for many miles. The City is telling me it knows what's best for me as a property owner. How would College Station residents feel if Bryan came to annex and they would have no say about it. He urged the Council to think about annexation in terms of people rather than bettering the corporate image of the City.

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

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3330, 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 rezoning 3.41 acres located at 2302 Longmire Drive from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family.**

At approximately 9:42 p.m. Mayor Berry opened the Public Hearing.

Chris Peterson, 3702 Oak Ridge, Bryan, stated he is the applicant.

There being no further comments, the Public Hearing was closed at 9:43 p.m.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3330, 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 rezoning 3.41 acres located at 2302 Longmire Drive from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family. The motion carried unanimously.

**3. Adjournment.**

**MOTION:** Upon a motion made and seconded, Mayor Berry adjourned the Regular Meeting of the City Council at 9:44 p.m. on Thursday, March 24, 2011. The motion carried unanimously.

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

ATTEST:

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

**April 14, 2011**  
**Consent Agenda Item No. 2b**  
**Scott & White Healthcare Economic Development Agreement Amendment**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an amendment to the existing Economic Development Agreement between the City and Scott & White Healthcare

**Relationship to Strategic Goals:** Goal III.1 Promote knowledge-based businesses.

**Recommendation(s):** Staff recommends approval of the proposed amendment to the existing Economic Development Agreement.

**Summary:** On December 6, 2010 Scott & White Healthcare entered into an Economic Development Agreement with the City regarding the long-term development of a new full service hospital and medical complex to be generally located on the south east corner of State Highway 6 and Rock Prairie Road.

Along the eastern frontage road of and crossing at State Highway 6, there are numerous aerial electrical lines owned by both College Station Utilities and Bryan Texas Utilities. In order to enhance the general aesthetics of the proposed development, the City and Scott & White Healthcare agree that the existing overhead electrical lines should be buried.

Based upon Scott & White Healthcare's development preference and the City's desire to help facilitate the burial of the overhead electrical lines, Scott & White Healthcare has agreed to pay for all materials and labor to bury the existing overhead electrical lines if the City will agree to pay for only the bore underneath State Highway 6 required for just the College Station Utilities lines.

**Budget & Financial Summary:** The maximum cost of the bore for the relocation of College Station Utilities electrical lines under State Highway 6 is \$77,386. This amount comes from the Economic Development Fund and will be transferred to College Station Utilities to do this work. No funds will be paid directly to Scott & White Healthcare to help facilitate the aesthetic upgrade.

**Attachments:**

- 1) Amendment to the Economic Development Agreement

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF COLLEGE STATION AND SCOTT & WHITE  
HEALTHCARE

This is the First Amendment (this "Amendment") to the Economic Development Agreement, dated effective December 6, 2010, between the City of College Station, Texas (the "CITY") and Scott & White Healthcare (the "DEVELOPER") (the "Agreement"). The City and the Developer agree to amend and modify the Agreement as herein provided. The following terms and conditions shall control insofar as they may be inconsistent with or in addition to the terms of the Agreement. Capitalized or other terms in this Amendment shall have the same meanings ascribed to those terms in the Agreement.

I.

Section 2.1.4 of the Agreement is deleted and restated as follows:

**"College Station Utilities (CSU) / Bryan Texas Utilities (BTU) Electrical Relocation and/or Demolition** – Overhead electrical lines owned either by BTU or CSU are located on the Property along the eastern frontage road of State Highway 6 between Rock Prairie Road and the southern limit of the Property ("Existing Overhead Electrical Lines"). The Existing Overhead Electrical Lines are connected to the CSU and BTU aerial electrical lines crossing State Highway 6 generally in the locations depicted on **Exhibit "E"** The parties acknowledge that the Project and Property would be enhanced and a public purpose served by replacing the Existing Overhead Electrical Lines and the aerial electrical lines crossing State Highway 6 with a buried electrical system generally in accordance with the scope of work identified generally in **Exhibit "D"** and the supporting graphic in **Exhibit "E"** (the "Electrical Lines Burial Project"). In order to achieve this enhancement, the DEVELOPER agrees to pay for the materials and labor and all other costs associated with the Electrical Lines Burial Project. CSU will perform the work required to bury the CSU electrical lines both on the Property and at the State Highway 6 crossing. Upon completion of the Electrical Lines Burial Project the CITY agrees to pay to the CSU fund a total amount not to exceed \$77,386.00 to reimburse a portion of the costs associated with the boring and underground placement of CSU electrical lines beneath State Highway 6. In the event that the DEVELOPER fails to complete the Electrical Lines Burial Project in its entirety, the CITY will have no obligation to pay to CSU the \$77,386.00 and the DEVELOPER will remain responsible for any and all costs associated with the project.

II.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

SCOTT & WHITE HEALTHCARE

By: [Signature]  
Chief Operating Officer  
Date: 4-7-2011

CITY OF COLLEGE STATION

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

ATTEST:

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

APPROVED:

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

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

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

\_\_\_\_\_  
Director of Econ. And Comm.  
Development  
Date: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF BRAZOS

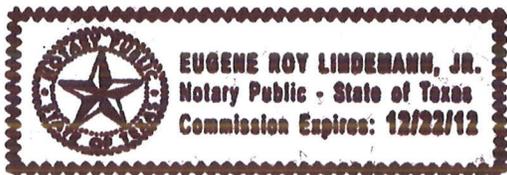
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CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared ROBERT PRYOR, M.D. as Chief Operating Officer of SCOTT & WHITE HEALTHCARE, a Texas Corporation, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7 of April, 2011.

[Signature]  
Notary Public in and for the  
State of Texas



THE STATE OF TEXAS     §  
  §  
COUNTY OF BRAZOS     §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ of \_\_\_\_\_, 2011.

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

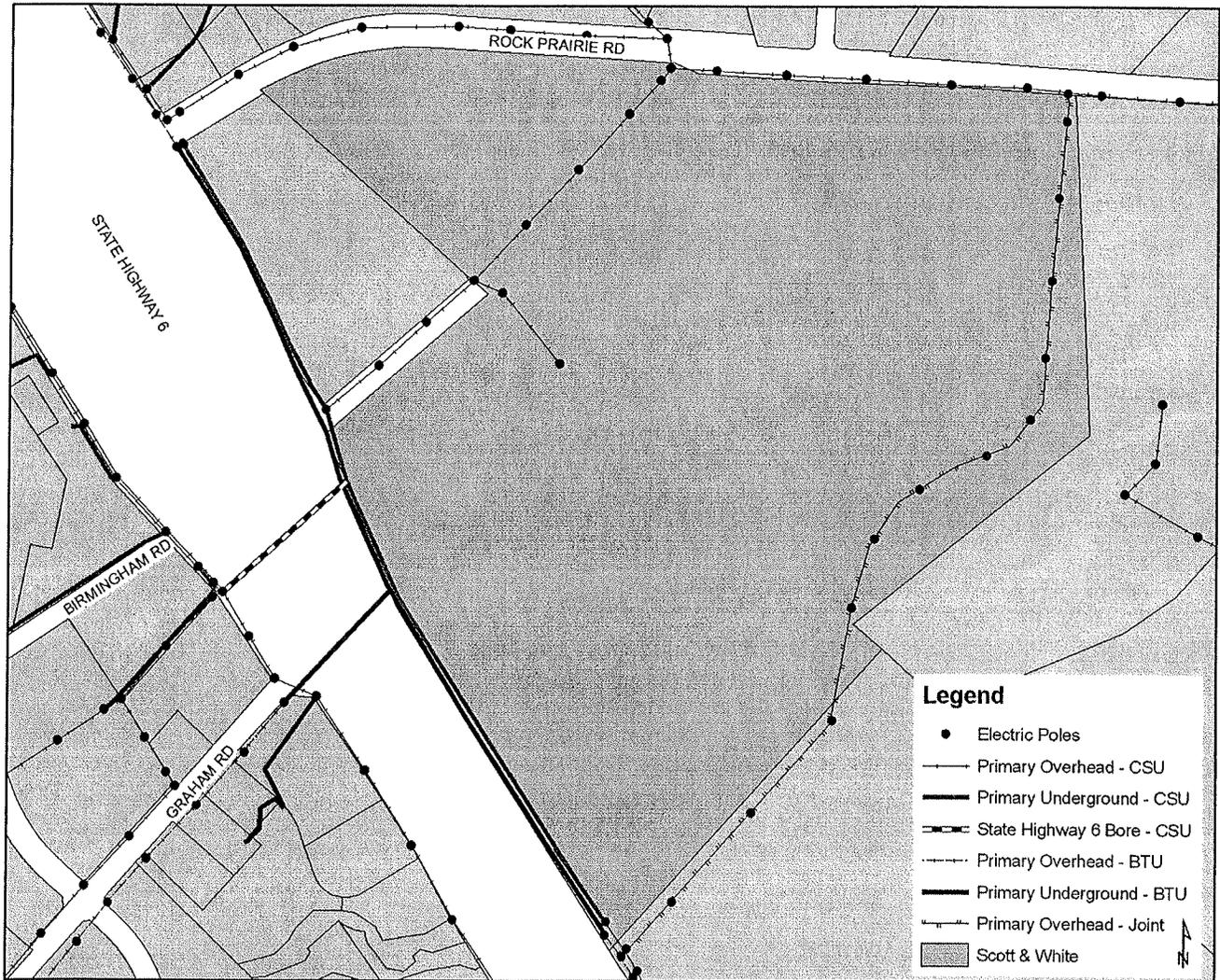
## Exhibit D

ITEM	DESCRIPTION	ESTIMATED COST	
1	BTU Existing Service Demolition	\$55,125.00	
2	BTU Overhead Service along Medical Avenue	\$32,780.00	
3	BTU Overhead Relocation Raceway - Prism	\$120,100.00	
4	BTU Overhead Relocation along State Highway 6	\$227,150.00	
5	BTU State Highway 6 Crossing	\$25,000.00	
6	BTU State Highway 6 Bore	\$82,033.40	\$542,188.40
7	CSU Existing Service Demolition	Included	
8	CSU Overhead Service along Medical Avenue	\$300,010.00	
9	CSU Overhead Relocation Raceway - Prism	\$96,184.00	
10	CSU Overhead Relocation Raceway - Prism	\$120,100.00	
11	CSU Overhead Relocation along State Highway 6	\$320,445.00	
12	CSU State Highway 6 Crossing	N/A	
13	CSU State Highway 6 Bore	(\$77,386.00)	\$759,353.00
<b>Total</b>			<b>\$1,301,541.4</b>

### Electrical Lines Burial Project Scope of Work

# Exhibit E

## Electrical Lines Burial Project Graphic



**April 14, 2011**  
**Consent Agenda Item No. 2c**  
**Conveyance of 6810 Appomattox to Brazos Valley Community Action Agency**

**To:** David Neely, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a Resolution approving a conveyance agreement to transfer ownership of 6810 Appomattox, an undeveloped property, to Brazos Valley Community Action Agency.

**Relationship to Strategic Goals:** Goal I.1 Spending taxpayer money efficiently and Goal III.12 Housing affordability

**Recommendation(s):** Staff recommends approval for the Mayor to sign the resolution and deed conveying this property to Brazos Valley Community Action Agency for the construction of one unit of affordable housing.

**Summary:** The subject property was acquired by the City for the New Construction Program to provide affordable home-ownership opportunities to low- and moderate-income homebuyers. On October 14, 2010, Council directed ECD staff to retire the New Construction Program and to more actively work with area nonprofit partners to carry out the City's affordable housing goals.

Brazos Valley Community Action Agency (BVCAA) is certified as one of the City's Community Housing Development Organizations (CHDO), and receives HOME funds from the City to develop affordable housing. This lot will allow the BVCAA, using HOME grant funding, to develop a new, affordable home available to low- and moderate-income homebuyers. The transfer of this lot will facilitate the timely expenditure of the City's HOME funds as construction of an affordable home must begin within one year of the acquisition date of the property.

**Budget & Financial Summary:** HOME Investment Partnership Grant funds in the amount of \$38,392.76 were used to acquire this property in June 2010.

**Attachments:**

Attachment 1: Resolution

Attachment 2: Real Estate Contract

Attachment 3: Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REAL ESTATE CONTRACT WITH BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.**

WHEREAS, the City of College Station, Texas ("City" hereinafter) has the objective of providing for the development of low- and moderate-income housing for citizens of the City through its Economic and Community Development Department;

WHEREAS, Brazos Valley Community Action Agency, through its express purpose as set forth in its corporate bylaws, shares this common goal with the City;

WHEREAS, the City has previously acquired real property, Lot Sixty-Nine (69), Block One (1), Phase Four (4), Horse Haven Estates neighborhood (6810 Appomattox), an addition to the City of College Station, Texas, according to plat recorded in Volume 8976, Page 266 of the Deed records of Brazos County, Texas ("Land" hereinafter) by means other than condemnation;

WHEREAS, Brazos Valley Community Action Agency, Inc., a non-profit corporation, has requested that the City convey this property to facilitate each entity's mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Brazos Valley Community Action Agency, Inc. will facilitate development of the Land into low-to-moderate income housing and thereby serves a valid public purpose; and

WHEREAS, the City has determined that the Brazos Valley Community Action Agency, Inc. is qualified to receive real property conveyances pursuant to LOCAL GOVERNMENT CODE §272.001(g), §253.011, and applicable Department of Housing and Urban Development Regulations, 24 CFR 570.201 (a) & (b); 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 the City is authorized to convey land to Brazos Valley Community Action Agency Inc., a non-profit corporation, for the development of low- to moderate-income housing.

PART 2: That the City Council hereby approves the Real Property Conveyance Agreement with Brazos Valley Community Action Agency, Inc. to convey Lot 69, Block 1, Phase 4, Horse Haven Estates neighborhood (6810 Appomattox).

PART 3: That the City Manager is hereby authorized to execute the Real Estate contract upon passage.

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

Page 2

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

**City Of College Station  
Real Estate Contract  
with  
Brazos Valley Community Action Agency, Inc.**

This contract is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF COLLEGE STATION ("City" and/or "Grantor" hereinafter), a Home Rule Municipal Corporation incorporated under the laws of the State of Texas, and BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC. ("Agency" and/or "Grantee" hereinafter), a Texas non-profit corporation.

WHEREAS, the City has the objective of providing for the development of low- to moderate-income housing for citizens of the City through its Economic and Community Development Department;

WHEREAS, the Agency, through its express purposes as set forth in its corporate bylaws, shares this common goal with the City as a Department of Housing and Urban Development ("HUD" hereinafter) approved Community Housing Development Organization;

WHEREAS, the City has previously acquired certain real property ("Land" hereinafter, further identified herein below) by means other than condemnation;

WHEREAS, the Agency has requested that the City convey said Land to the Agency to facilitate their mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Agency will facilitate development of the Land into low-to-moderate-income housing and thereby serves a valid public purpose;

WHEREAS, the City has determined that the Agency is qualified to receive real property conveyance(s) pursuant to Local Government Code §272.001(g), Local Government Code §253.011, and applicable Department of Housing and Urban Development regulations; and

WHEREAS, the City has determined that it is appropriate to convey title of the Land to the Agency to facilitate the development of adequate, decent, safe, and sanitary low- to moderate-income housing for the City's citizens;

**NOW, THEREFORE, the City and the Agency for and in consideration of the covenants and promises as set forth herein, do agree as follows:**

**TERMS AND CONDITIONS:**

**Article I – Conveyance(s)**

1. For the consideration of ten dollars (\$10) and the further covenants and promises contained herein, the City shall provide to the Agency a Special Warranty Deed conveying the following real property for the purposes described herein:

1.1. 6810 Appomattox, College Station, Texas, being more particularly described by its legal description as follows:

Lot Sixty Nine (69), Block One (1), Phase Four (4), HORSE HAVEN ESTATES neighborhood, an addition to the City of College Station, Texas, according to plat recorded in Volume 8976, Page 266 of the Deed records of Brazos County, Texas.

Being the same property described in General Warranty Deed dated June 25, 2010, executed by TDG Management, L.P. to City of College Station, Texas, recorded in Volume 9701, Page 136, of the Official Records of Brazos County, Texas.

Said tract(s) collectively referred to as the “Land” hereinafter.

2. The Agency acknowledges and agrees that said Special Warranty Deed shall contain the following reservations and/or exceptions, among others as may be deemed appropriate in the sole discretion of the City, from and to conveyance and warranty of the particular tract listed above:

2.1. This conveyance is conditioned on the construction of the dwelling beginning no later than June 24, 2011.

2.2. This conveyance is conditioned on the construction of a dwelling meeting the specifications in paragraph 4.2 of this agreement, and HUD approved requirements on the property within eighteen (18) months from date of this deed. If GRANTEE does not complete construction of such dwelling in the time period allotted, GRANTOR shall have an automatic reversion of GRANTOR’s interest. It is further conditioned on and Agency agrees that such dwelling shall provide low- to moderate-income housing and thereby serves a valid public purpose.

2.3. The Agency shall facilitate development of the land into low- to moderate-income housing. If the Agency at any time fails to use the property for development of low-to-moderate-income housing, ownership of the property automatically reverts to the City.

3. The Agency agrees that any subsequent conveyance of the Land or any portion thereof by the Agency shall be by Special Warranty Deed, to provide housing for a low-to-moderate-income family.

### **Article II – Construction of Dwelling Unit(s)**

4. The Agency agrees to the following terms and conditions regarding construction of dwelling unit(s) on each tract of land described herein:

4.1. The Agency, having previously inspected the property to determine the feasibility of low- to moderate-income dwelling development, will accept the conveyance of the property and shall complete the construction of the dwelling unit *not later than September 11, 2012*. **Failure to complete construction by the stated date shall constitute grounds, pursuant to this Contract, for the City to exercise its reversionary interest in the tract of land.**

4.2. The City’s Economic and Community Development Department shall have final approval of design for the project. Constructed dwelling unit(s) shall have a fully bricked exterior and a garage. Agency shall submit final plans and specifications to the City’s Economic and Community Development Department, and shall comply with all other applicable City of College Station ordinances prior to commencement of construction, or the City may terminate this agreement.

### **Article III – Property Maintenance**

5. As part of the consideration for the conveyance described above, the Agency agrees to comply with all of the following terms in reference to the Land and the contemplated dwelling (the Property) for so long as the Agency holds title to the Land:

5.1. The Property must be constructed and maintained to meet all applicable City code requirements;

5.2. All debris on the Property, both during and after construction, must be regularly collected in a neat and orderly manner and properly disposed;

5.3. All vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;

5.4. The interior of the dwelling shall be kept in a clean and sanitary living condition;

### **Article IV – Records and Reports**

6. The Agency shall submit activity reports during construction to the City as may be required in writing by the City. The format of such reports shall, at a minimum, consist of a

narrative summary of activities and an activity report that describes the client(s) served by the Agency through the Land conveyance under this Contract. The Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. Final activity report(s) and reimbursement request(s), including documentation, shall be submitted to the City within thirty (30) days following the sale of the property. Such final report(s) shall include information on the following: racial and ethnic identification; household income information as to whether low- or moderate-income (as stipulated by HUD regulations); head of household status; and city of residence status.

#### **Article V – Administrative Requirements**

7. The Agency further agrees to comply with all the terms and conditions contained in the City's Community Development Administrative Guidelines and the Deed referenced in paragraph 1, *et seq.*, herein.

8. The Agency further agrees to comply with all applicable local, State, and Federal laws, ordinances, and regulations, including but not limited to HUD requirements and the following:

8.1. For any property rehabilitated under this Contract that lies within the 100 year flood plain, the Agency agrees to purchase Federal Flood Insurance as required under the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et. Seq.

8.2. The Agency agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4822, and the implementing regulations at 24 C.F.R. § 35.

8.3. The Agency agrees to comply with the provisions of 24 C.F.R. § 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement on ineligibility status.

#### **Article VI – General Provisions**

9. The City and the Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of this Contract, has any personal interest, direct or indirect, in this Contract.

10. The Agency certifies that it will not limit services or give preference to any person assisted through this Contract on the basis of race, color, religion, sex, national origin, familial status, or disability.

11. The parties to this Contract agree and understand that the Agency is an independent contractor and not an agent or representative of the City, that the obligation to compensate Agency's employees and personnel furnished or used by the Agency to provide the services specified herein shall be the sole responsibility of the Agency, and that said employees and personnel shall not be deemed employees of the City for any purpose.

12. No amendment to this Contract shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

13. This Contract has been made under and shall be governed by the laws of the State of Texas.

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

15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective organizations.

16. Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.

18. This Contract and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Contract.

19. It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20. If any provision of this Contract shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

21. It is understood that this Contract contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Contract shall affect or modify any of the terms or obligations hereunder.

22. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party. Written notices shall be delivered as follows unless otherwise notified by either party:

**Agency:**

Attn: \_\_\_\_\_  
Brazos Valley Community Action Agency, Inc.  
1500 University Drive East, Suite 100  
College Station, Texas 77840

**City:**

Attn: David Gwin  
Economic and Community  
Development Department  
City of College Station  
1207 Texas Avenue  
P.O. Box 9960  
College Station, Texas 77842

23. Headings provided herein are for convenience only and in no manner limit or effect the provisions contained herein.

**EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2011.**

**CITY OF COLLEGE STATION**

**BRAZOS VALLEY COMMUNITY  
ACTION AGENCY, INC.**

By: \_\_\_\_\_  
David Neeley, City Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED:**

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

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

\_\_\_\_\_  
Director of Economic & Community Development Dated

**STATE OF TEXAS           §**  
**§       ACKNOWLEDGMENT**  
**COUNTY OF BRAZOS       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011, by David Neeley, as City Manager of the City of College Station, Texas, Texas Home Rule Municipality, on behalf of said municipality.

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

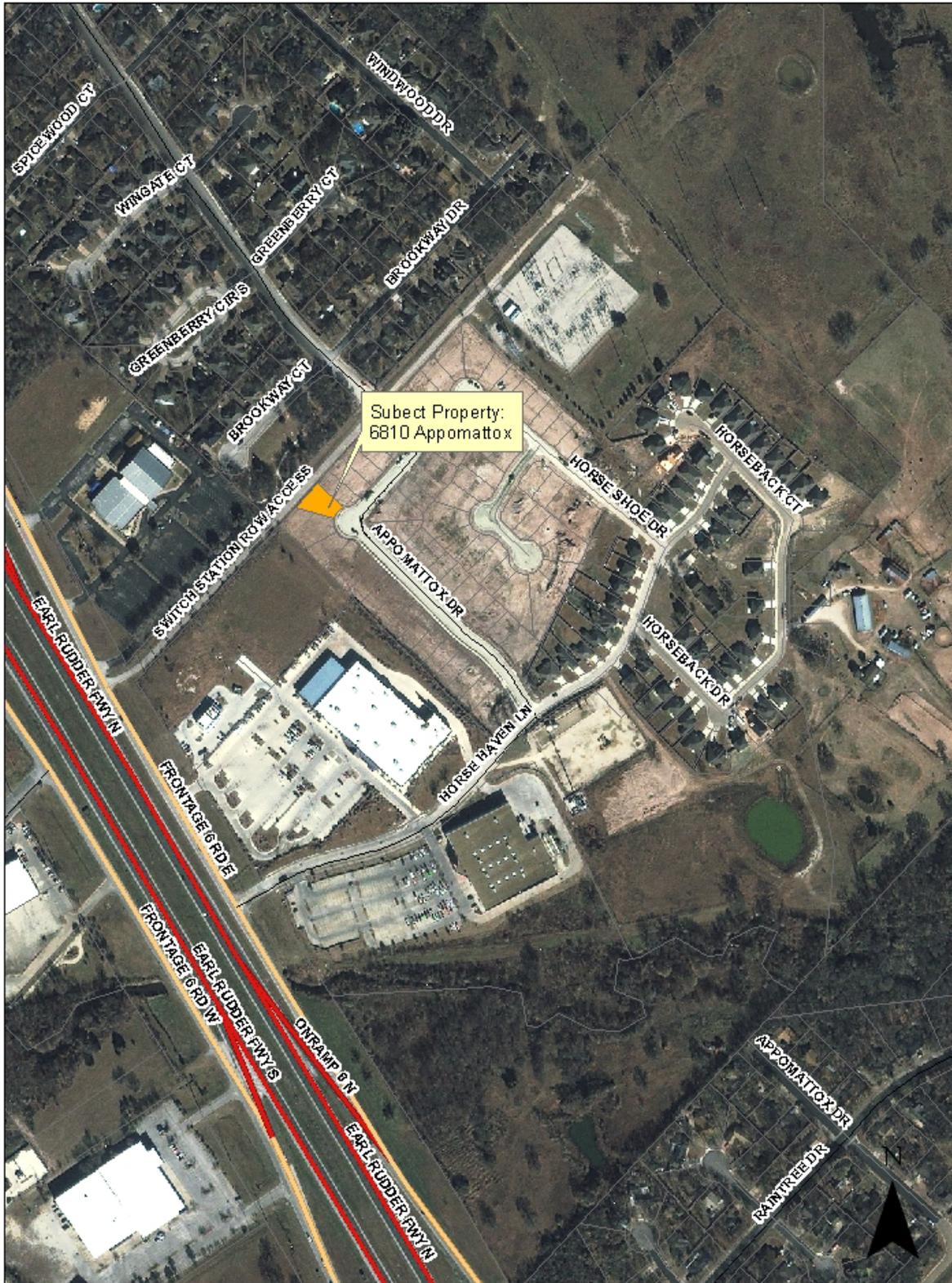
**STATE OF TEXAS           §**  
**§       ACKNOWLEDGMENT**  
**COUNTY OF BRAZOS       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC., a Texas non-profit organization, on behalf of said organization.

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

Contract No.: \_\_\_\_\_

Attachment 3 – Location Map – 6810 Appomattox



**April 14, 2011**  
**Consent Agenda Item No. 2d**  
**Homebuyer Down-Payment Assistance Program (DAP) Guidelines**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the proposed changes to the City's Down-Payment Assistance Program (DAP) Guidelines.

**Relationship to Strategic Goals:** Goal II.5 Neighborhood Services and Goal III.12 Housing affordability.

**Recommendation(s):** Staff recommends approval of the revised guidelines.

**Summary:** Staff is proposing revised Down-Payment Assistance Program (DAP) Guidelines, which utilize HOME Investment Partnership Program grant funds to aid income eligible homebuyers with down payment and closing cost assistance. Assistance is in the form of a 0% interest deferred loan, which is repaid to the city when the recipient no longer owner-occupies the home.

Over the past five years, Median Family Income increased only 3.89%, while the median home sales price increased 12.57%, from \$143,820 to \$161,900. The barrier of entry to homeownership is higher than ever as average and median sales prices rise faster than area incomes. The proposed changes will simplify the program as well as allow a greater amount of down-payment assistance to be available for all homes in College Station, increasing the assistance amount from 10% (with a maximum of \$10,000) to 15% (with no maximum) of the sales price of the home. Eliminating the current cap on assistance will allow the assistance amount to change over time with market forces. No changes will be made to the current eligibility requirements or the front-end or back-end ratios ensuring affordability as well as homeownership success.

**Budget & Financial Summary:** Federal HOME Investment Partnership Grant (HOME) funds are used to provide homebuyer down-payment assistance to eligible applicants. The proposed guideline revisions will strengthen the City's overall position in regards to long-term sustainability of the program.

**Attachments:**

**Attachment 1** – Revised Down Payment Assistance (DAP) Guidelines

CITY OF COLLEGE STATION  
DOWN-PAYMENT ASSISTANCE PROGRAM  
Proposed Guidelines 2011

PROGRAM GUIDELINES

*Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) will be followed.*

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down-Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down-Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families,
- To expand the supply of decent housing available to low-income homebuyers, and
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted, except for applicants applying under the Habitat for Humanity homebuyer program. DAP will provide a maximum of 15% of the sales price, for one to four-person households, provided that the amount of assistance does not decrease the debt/income ratio for Principal, Interest, Taxes, and Insurance (PITI) below 20% of gross monthly income or increase the amount of assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station. The maximum purchase price shall not exceed the maximum published FHA mortgage limit (203b limit). At his/her sole discretion, the Economic and Community Development Department Director may increase the amount of DAP assistance to above the maximum of 15% of the sales price of the home for an applicant purchasing properties developed

by the City's Department of Economic and Community Development or CHDOs if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties, except for applicants applying under the Habitat for Humanity homebuyer program. At the discretion of the Economic and Community Development Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

## **B. HOMEBUYER ELIGIBILITY CRITERIA**

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the Bryan/College Station area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Credit and Employment Standards
  - a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. This provision does not apply to applicants applying under the Habitat for Humanity homebuyer program. The Economic and Community Development Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.
  - b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.

- c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.
4. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing; homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. All single-family property, located within the above mentioned boundaries. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadraplexes.
3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. All eligible DAP properties shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the Bryan/College Station area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed-of-trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined, except in the case of purchases through the Habitat for Humanity homebuyer program, by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The

maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs, except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

DAP loan instruments shall require that the property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

### Deferred Loan

**Amount:**

All households: 15% of the sales price of the house

**Repayment Due:**

100% upon sale (to the extent proceeds available)

**Lien holder Position:**

Second

**Refinancing:**

Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.

**Owner Occupancy Required:**

On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan will become due and payable to the City (except for deployed military personnel.)

Except in the case of purchases under the Habitat for Humanity homebuyer program, the City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

**Military Deployment** - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The City of College Station Department of Economic and Community Development will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Economic and Community Development Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.
2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.
3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review) Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

The Homebuyer and Homeowner Counseling Program will provide a full range of services, advice, and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An Intake Interview will be conducted between the counselor and the prospective homebuyer once the application has been completed and reviewed by the counselor. The counselor will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing counseling, the type of assistance needed, and to establish a case action plan.
2. The counseling session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.
3. The counseling session will also provide training to enhance home management skills, including money management, comparative shopping, use of credit, debt management and homeowner's insurance and property taxes. A review of the homebuyer's income and expenses and the development of a budget will be covered.
4. The counseling session will provide instruction/information on property care and maintenance, simple home repairs, and housing codes and enforcement procedures.
5. Information regarding reducing energy waste, developing an energy conservation lifestyle, energy audits, tax credit information, low cost weatherizing instructions, product fraud prevention, and safety information will also be provided.
6. Post-Occupancy Counseling will be offered upon request to the homebuyer after the purchase of the home. This counseling will also be available to assist in resolving

problems between the mortgagee and the home buyer and will provide appropriate referrals to other agencies, as needed.

#### G. APPLICATION PROCESS

Persons having previously completed homebuyer assistance evaluations and counseling with staff will be given priority. Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. All program requirements having been met, eligible applicants will be prioritized according to date and time of intake interview and pre-purchase session. Assistance will continue until all funds are depleted or the program is terminated. In the event of a funding shortage, families with dependent children will receive priority. Families with dependent children will also receive priority for properties developed and owned by the City.
3. Previous recipients of Economic and Community Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Economic and Community Development Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Economic and Community Development Department Director.
4. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
5. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
6. A non-refundable fee of \$20 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

#### H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.
2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people. Economic and Community Development staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.

**April 14, 2011**  
**Consent Agenda Item No. 2e**  
**Rejection of RFP #11-36**  
**Retail Commercial Lease Space Opportunity**  
**in the Chimney Hill Shopping Center**

**To:** David Neeley, City Manager

**From:** Chuck Gilman, P.E., Public Works Director

**Agenda Caption:** Presentation, possible action, and discussion on the rejection of RFP #11-36, Retail Commercial Lease Space Opportunity in the Chimney Hill Shopping Center, specifically the wooden kiosk previously occupied by Shakes.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure – Spending taxpayer money efficiently.

**Recommendation(s):** Reject the one bid received and authorize staff to remove the structure from the property.

**Summary:** Proposals were solicited for use of the 275 SF kiosk located within the Chimney Hill Shopping Center. While interest was shown by several potential bidders and the kiosk was shown to one of these potential bidders only one bid was received. The proposed lease rate was very low compared to the previous lease. We believe this low proposal was due to concerns about existing infrastructure, the condition of the lease space, and potential problems with the HVAC system in the kiosk. The lessee, per terms of the lease, would be responsible for any renovations to the facility and repairs that would be needed to open and operate in the lease space. It was decided that instead of committing to an expenditure of funds to repair all known and potential infrastructure and equipment problems, the most cost effective option would be to remove the structure.

**Budget & Financial Summary:** Demolition and removal of debris will be done in-house by Department of Public Works personnel.

**Attachments:** N/A

**April 14, 2011**  
**Consent Agenda Item No. 2f**  
**Interlocal Agreement with Texas A&M University System for a Temporary Air**  
**Quality Monitoring Station in Lick Creek Park**

**To:** David Neeley, City Manager

**From:** David Schmitz, Interim Director of Parks & Recreation

**Agenda Caption:** Presentation, possible action and discussion regarding the extension of an Interlocal Agreement with the Texas A&M University Department of Atmospheric Sciences through December 31, 2011 for an air quality monitoring station located in Lick Creek Park.

**Recommendation(s):** Staff recommends approval of the amendment to the Interlocal Agreement for the existing air quality monitoring station and tower in Lick Creek Park. The original presentation regarding this research project was made at the November 9, 2004 City Council workshop and the initial Interlocal Agreement was approved at the December 9<sup>th</sup>, 2004 meeting and was dated January 13, 2005. The current agreement expired on October 31, 2006 and this amendment will extend the agreement through December 31, 2011.

**Summary:** This project is being conducted by the TAMU Department of Atmospheric Sciences in cooperation with The University of Texas and The University of Houston to continue to conduct a regional study of the effects on rural areas from air-borne pollution generated in the Houston/Galveston metro region. The study will provide a means to determine the levels of atmospheric pollutants entering College Station and will establish a data base for other research efforts in the area.

The monitoring station is currently located west of the equestrian parking area (old gravel parking lot) and includes a fenced enclosure with a temporary tower that supports the monitoring equipment. The facility is screened by existing trees and has not changed the use of the park. It has had very minimal impact upon the park visitors.

The study supports the City of College Station Strategic Plan through collaboration with other agencies, promotion of regionalism and promotion of the health, safety and general well being of the community. The project is coordinated by Dr. Gunnar W. Schade with the Department of Atmospheric Sciences at Texas A&M University.

**Budget & Financial Summary:** All expenses related to the installation, operation and removal of the monitoring station and facilities are the responsibility of Texas A&M University.

**Attachments:**

1. Interlocal Agreement with TAMU System dated March 1, 2011

**INTERLOCAL AGREEMENT**  
by and between  
**THE TEXAS A&M UNIVERSITY SYSTEM**  
and  
**THE CITY OF COLLEGE STATION, TEXAS**

This Interlocal Agreement (“Agreement”) is made and entered into by and between, THE TEXAS A&M UNIVERSITY SYSTEM (“TAMUS”), an agency of the State of Texas, for the use and benefit of Texas A&M University (“TAMU”), and the CITY OF COLLEGE STATION, TEXAS (“COLLEGE STATION”), a Texas Home Rule Municipal Corporation.

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering;

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

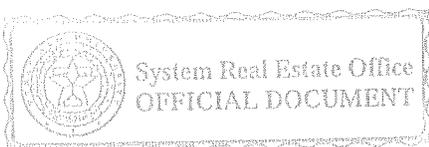
WHEREAS, **COLLEGE STATION** and **TAMUS** represent that each is independently authorized to perform the functions contemplated by this Agreement;

WHEREAS, **COLLEGE STATION** owns property on Rock Prairie Road, College Station, Brazos County, Texas, commonly known as Lick Creek Park and more particularly described in Exhibit A, which consists of 515 acres used for cultural, biophysical, ecology-based educational, and recreational activities;

WHEREAS, Texas A&M University installed a meteorological and air quality monitoring tower (“air quality tower”) in Lick Creek Park pursuant to an Interlocal Agreement between Texas A&M University and The City of College Station, Texas dated January 13, 2005. Such air quality tower monitors rural background air pollution levels; monitors air pollution transported from Houston; monitors biogenic emissions from oak woodland; monitors dry deposition of pollutants into oak woodland; and serves as a testbed for development of sophisticated air;

WHEREAS, in conjunction with the installation of the air quality tower, TAMU also installed a permanent interpretive display on air pollution levels and their possible effects for the use and enjoyment of the public;

WHEREAS, **COLLEGE STATION** has determined that the air quality tower in Lick Creek Park is beneficial to the City and provides a platform for measurements of the interactions between the ecosystem and atmosphere; determines the levels of atmospheric pollutants entering Lick Creek Park and **COLLEGE STATION**; and educates the public on air pollution levels through an interpretive display and a website indicating real-time data.



WHEREAS, the placement of the air quality tower in Lick Creek Park is consistent with Lick Creek Park's use for cultural, biophysical, ecology-based educational and recreational activities;

WHEREAS, TAMUS has sufficient funds available from current revenues to fund the air quality tower, related facilities and equipment, and an interpretive study on area meteorology and air quality; and,

WHEREAS, TAMUS and COLLEGE STATION do not intend, by entering into this Agreement, to create a joint enterprise whereby COLLEGE STATION shares dual control with TAMUS of Lick Creek Park, which is to remain solely owned and controlled by COLLEGE STATION, or of the air quality tower and related facilities and equipment, which is to remain solely owned and controlled by TAMUS under the terms of this Agreement;

NOW THEREFORE, COLLEGE STATION and TAMUS herein enter into this Agreement pursuant to the above-named Act to authorize TAMUS to operate and maintain the air quality tower in Lick Creek Park pursuant to the following terms and conditions.

The following establishes the obligations of each Party:

1. **Location**

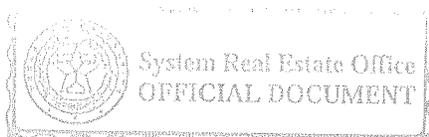
The air quality tower and related facilities and equipment, including a separate structure to house research instrumentation, a movable research trailer containing research equipment, and fencing, is located on a portion of Lick Creek Park property as shown in Exhibit B. The location of the access point from Rock Prairie to the air quality tower site is illustrated in Exhibit C.

2. **Insurance**

COLLEGE STATION acknowledges that, because TAMUS is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMUS or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMUS is provided by TAMUS as mandated by the provisions of Chapter 502, *Texas Labor Code*. TAMUS shall have the right, at its option, to (a) obtain liability insurance protecting TAMUS and its employees and property insurance protecting TAMUS' buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by TAMUS as a result of its operations under this Agreement. TAMUS' insurance provision letter is attached as Exhibit D.

3. **License to Use**

Under the terms of this Agreement, TAMUS shall have a license to use the property described in Exhibit C solely for the purpose of operating the air quality tower. Upon termination of this Agreement, the air quality tower and related facilities and equipment will



remain the property of **TAMUS** and will be removed by **TAMUS** at its own cost no later than thirty (30) days from the date of termination. At the option of **COLLEGE STATION**, site improvements, including but not limited to, access points, concrete pads and utility lines, shall either become the property of **COLLEGE STATION** or **TAMUS** shall remove such site improvements at its cost and return the property to its original condition or as close thereto as is reasonably possible.

Neither Party shall have the right to direct or control the conduct of the other Party with respect to the duties and obligations of each party under the terms of this Agreement.

4. **Surface Only**

**TAMUS** expressly understands and accepts that this Agreement grants to **TAMUS** the non-exclusive use of the surface only of that portion of Lick Creek Park described in Exhibit C for the sole purpose to use and maintain the air quality tower, related facilities and equipment and an interpretive display on air pollution and possible effects. **TAMUS** does not have the right to disturb the subsurface of Lick Creek Park, except to the extent necessary to maintain the air quality tower, related facilities and equipment, including utility lines, and the interpretive display. **TAMUS** does not have the right to direct or control **COLLEGE STATION** concerning Lick Creek Park other than as provided herein.

Any damage caused to the surface and/or subsurface of Lick Creek Park by **TAMUS'** maintenance of the air quality tower, related facilities and equipment, and interpretive display will be repaired by **TAMU**, with repairs commencing within fifteen (15) calendar days of the damage.

5. **Project Costs**

**COLLEGE STATION** shall have no maintenance, liability or insurance obligations with regard to the air quality tower facilities or equipment.

Upon expiration or termination of this Agreement, **TAMUS** will be responsible for all costs and actions necessary to remove the air quality tower and its related facilities and equipment.

**TAMUS** will pay all utility costs associated with the air quality tower and related facilities and equipment.

6. **Control of Work**

**TAMUS** shall supply all materials, equipment and labor required for the air quality tower, related facilities and equipment, and the interpretive display contemplated under this Agreement. **TAMUS** shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and subcontractors, and **COLLEGE STATION** shall not have control of or supervision over the employees of **TAMUS** or any of **TAMUS'** contractors.



7. **Maintenance**

TAMUS will maintain the site, the air quality tower, related facilities and equipment and interpretive display. All reasonable requests by COLLEGE STATION for maintenance to the site, air quality tower, related facilities and equipment, and interpretive study will be performed by TAMUS.

TAMUS will pay all expenses associated with the normal operation and maintenance of the air quality tower and related facilities and equipment.

COLLEGE STATION will assist in the routine maintenance of the site.

8. **Term**

The term of this Agreement shall be from the date upon which this Agreement is fully executed by the Parties and expires December 31, 2011, subject to earlier termination under the provisions herein below. Upon the expiration of the term, the Parties may renegotiate the terms of this Agreement.

9. **Termination**

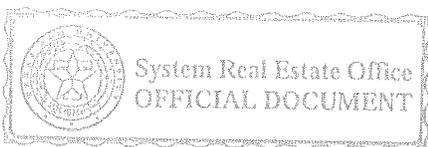
This Agreement may be terminated at any time and for any reason without liability by either Party upon ninety (90) days written notice as provided herein. This Agreement will also terminate in the event that COLLEGE STATION determines to utilize the property for any other use. Further, this Agreement may be terminated by the sale of the real property by COLLEGE STATION. Upon termination of this Agreement either by the sale or change of use of the property, or for any other reason, COLLEGE STATION will not be required to reimburse TAMUS for any improvements.

10. **Hold Harmless**

COLLEGE STATION and TAMUS each individually agree, to the extent authorized by the Constitution and laws of the State of Texas, to hold the 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, arising out of or in connection with the work done under this Agreement.

11. **Invalidity**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.



12. **Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**TAMUS**  
Dr. Gunnar W. Schade  
Texas A&M University  
Department of Atmospheric Sciences  
3150 TAMU  
College Station, TX 77843-3150

With copies to:

Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182

**COLLEGE STATION**  
City of College Station  
Parks and Recreation Department  
P.O. Box 9960  
College Station, TX 77842  
Attn: Park Director

13. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of **COLLEGE STATION**, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

14. **Amendment**

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.

15. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.



16. **Place of Performance**

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

17. **Authority to Enter Contract**

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

18. **Waiver**

Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of **COLLEGE STATION** thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19. **Agreement Read**

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

20. **Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

21. **Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES CONTINUE ON NEXT PAGE]



EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **COLLEGE STATION**, by a duly authorized officer.

**“COLLEGE STATION”  
CITY OF COLLEGE STATION**

\_\_\_\_\_  
**NANCY BERRY**  
Mayor

ATTEST:

\_\_\_\_\_  
**SHERRY MASHBURN**  
City Secretary

APPROVED:

\_\_\_\_\_  
**DAVID NEELEY**  
Interim City Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

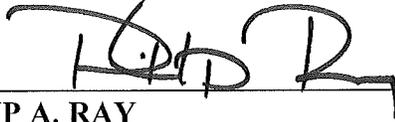
\_\_\_\_\_  
**JEFF KERSTEN**  
Chief Financial Officer

\_\_\_\_\_  
Date



EXECUTED on this the 3<sup>rd</sup> day of March, 2011, by **TAMUS**, by a duly authorized officer.

**"TAMUS"**  
**THE TEXAS A&M UNIVERSITY SYSTEM**  
for the use and benefit of Texas A&M University



**PHILLIP A. RAY**  
University Contracts Officer  
Texas A&M University

**APPROVED AS TO FORM:**



**EDDIE D. GOSE, J.D.**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System



**ACKNOWLEDGEMENTS**

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF BRAZOS**

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **NANCY BERRY**, Mayor of the City of College Station, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS**

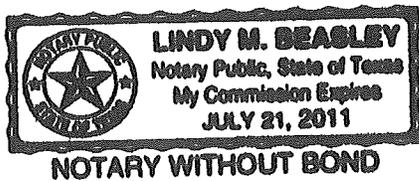
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§  
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**COUNTY OF BRAZOS**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **PHILLIP A. RAY**, University Contracts Officer, Texas A&M University, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

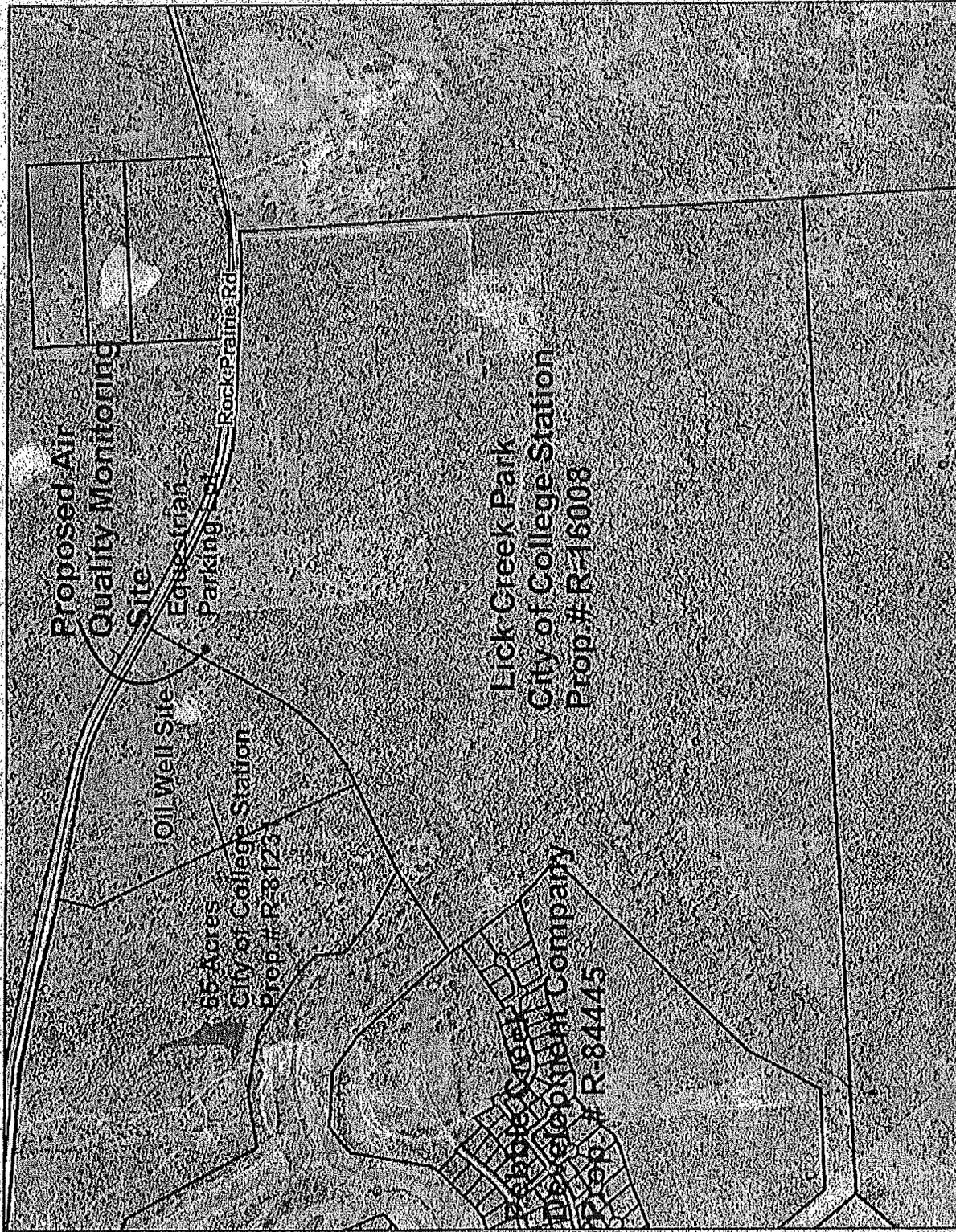
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of March, 2011.

Lindy M. Beasley  
Notary Public, State of Texas  
My Commission Expires: 7/21/2011





System Real Estate Office  
OFFICIAL DOCUMENT

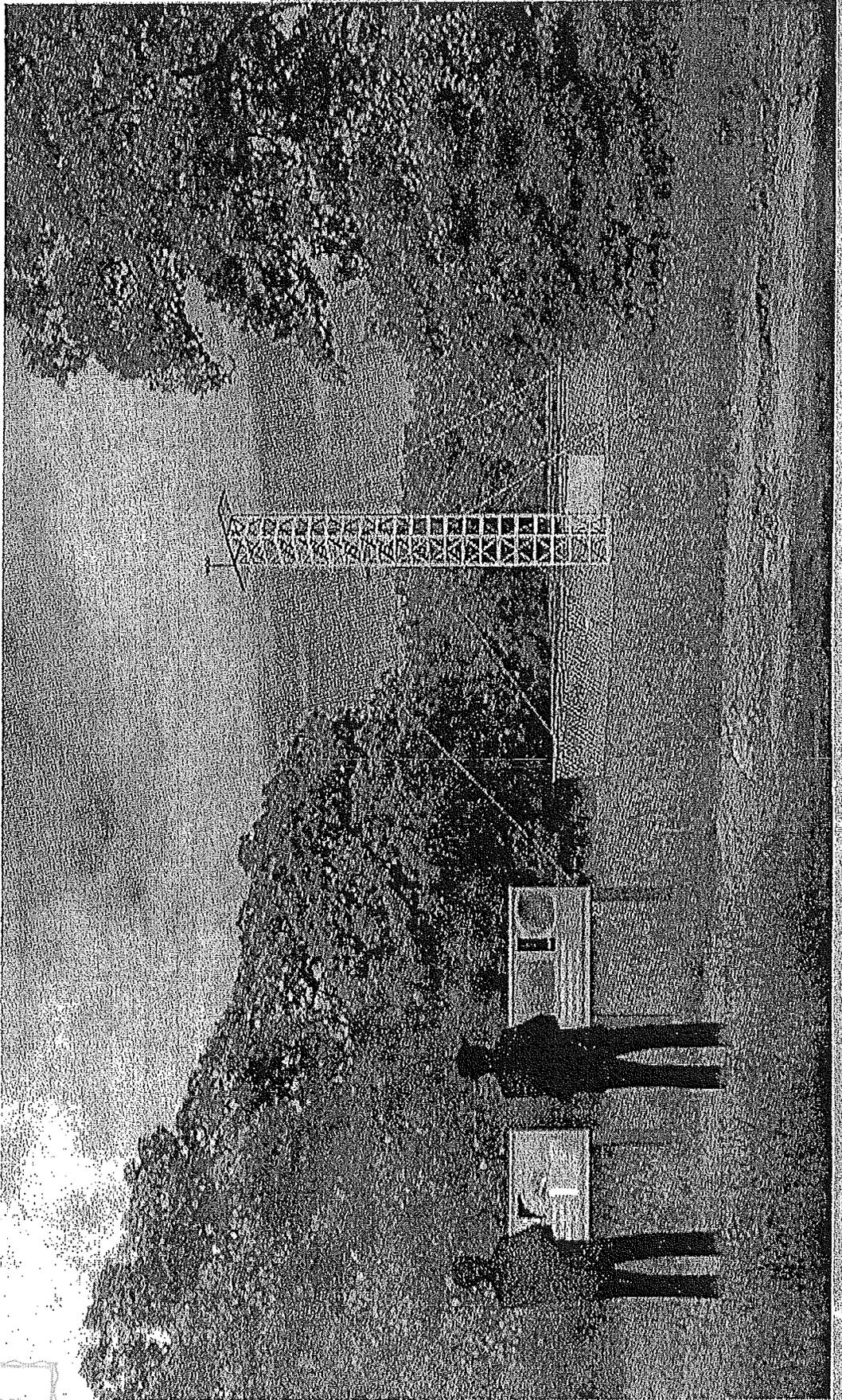


**N**

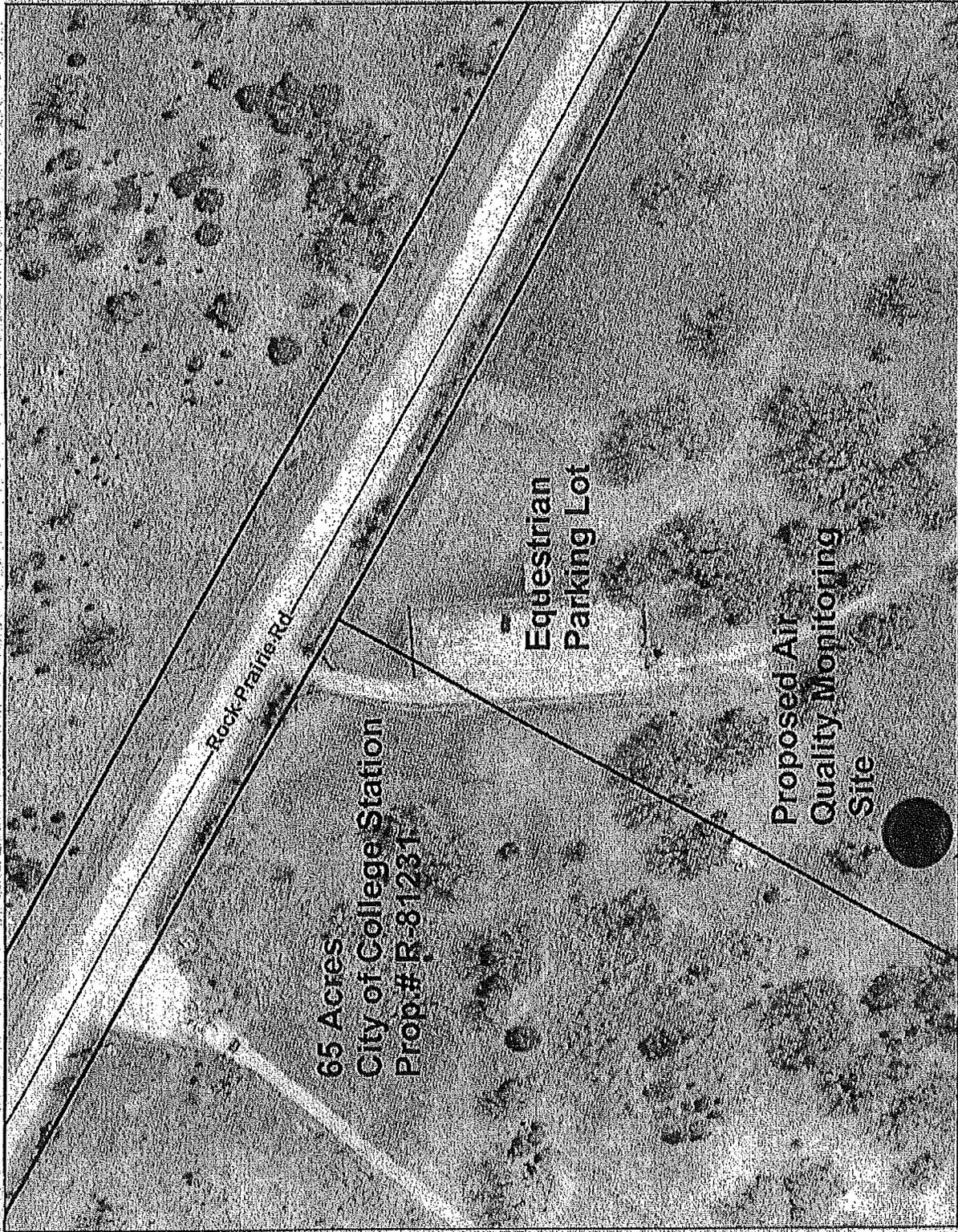
**EXHIBIT A PROPERTY LOCATION**

## EXHIBIT B

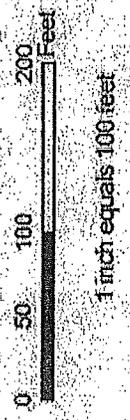
SPECS: Modular Walk-Up Tower, Sixty-six feet (66') in Height, Fenced Enclosure w/ one trailer and adequate room for another, Concrete Foundation w/ Directional Guy Wire Support, Electricity & Telephone Connections



System Real Estate Office  
OFFICIAL DOCUMENT



**N**



**EXHIBIT C PROPERTY LOCATION**

DIVISION OF FINANCE

Contract Administration  
Insurance Services

October 01, 2010

To Whom It May Concern:

You have requested Texas A&M University to provide you with information regarding the insurance provisions of The Texas A&M University System.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

Stated-owned vehicles of universities and agencies of the Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle. Further verification, if necessary, may be obtained from the Department of Public Safety's Responsibility Bureau in Austin, Texas. Telephone number is (512) 424-2000.

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

We trust the above-cited information will provide the necessary insurance information needed by your organization. If I can be of further assistance, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kathy R. Miller'.

Kathy R. Miller  
Insurance Service Manager

750 Agronomy Road, Suite 3401  
MS 1182  
College Station, TX 77843-1182

Tel 979 845-0099 Fax 979 862 7130  
<http://finance.tamu.edu/contracts>



**April 14, 2011**  
**Consent Agenda Item No. 2g**  
**Clinical Affiliation Agreement with College Station Medical Center**

**To:** David Neeley, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution to participate in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program.

**Recommendation(s):** Staff recommends approval of the Resolution authorizing the City Manager to sign the signature page of the Clinical Affiliation Agreement.

**Summary:** The City of College Station continues to support the coordination of the College Station Fire Department members working with the College Station Medical Center to complete their emergency medical clinical hours. Paramedics of the College Station Fire Department work with Dr. Eric Wilke and staff members at the College Station Medical Center side by side to gather required knowledge, skills and abilities to complete their certifications.

**Budget & Financial Summary:** There is no financial impact to the city.

**Attachments:**

Clinical Affiliation Agreement – on file in the City Secretary's Office  
Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE 2011 CLINICAL AFFILIATION AGREEMENT WITH THE COLLEGE STATION MEDICAL CENTER.

WHEREAS, the College Station Medical Center provides opportunities for Emergency Medical Services training for students as members of the College Station Fire Department, an Emergency Medical agency of the State of Texas; and

WHEREAS, the College Station Medical Center has submitted a Clinical Affiliation Agreement for the City of College Station Fire Department for review and consideration; and

WHEREAS, the city has supported the Clinical Affiliation Agreement in the past for the College Station Medical Center Emergency Medical Training Program; now, therefore,

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

- PART 1: That the City Council hereby acknowledges that the city has received, reviewed and approved the Clinical Affiliation Agreement with the College Station Medical Center for the College Station Fire Department to continue to participate in this Emergency Medical Service training program.
- PART 2: That the City Council hereby acknowledges that the City Manager is authorized to sign the signature page on the Clinical Affiliation Agreement signature page.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

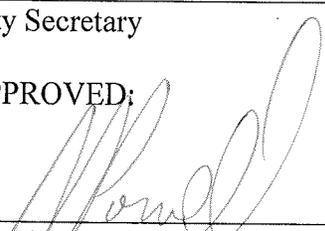
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**April 14, 2011**  
**Consent Agenda Item No. 2h**  
**Interlocal Agreement for Emergency Medical Ambulance Service to Brazos County**

**To:** David Neeley, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2011 at \$216,230.

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

**Summary:** The City of College Station currently provides Emergency Medical Ambulance Service to emergencies in Brazos County. The new established amount of \$216,230 will be paid in quarterly installments of \$54,057.50. The new established annual fee for 2011 will represent a collection rate of 100% cost recovery for the Emergency Medical calls that we respond to in Brazos County in accordance with our current fee schedule. This amount represents a decrease of \$57,301 from the FY 2010 amount of \$273,531. This decrease is a result of the fact that there were less emergency medical calls in Brazos County from the previous year and increased collections for Emergency Medical calls.

A meeting will be scheduled for the end of May 2011 with Fire Chief Mike Donoho of the City of Bryan, Fire Chief R.B. Alley of the City of College Station and the Brazos County Judge to discuss the amount for the FY 2012 annual fee.

**Budget & Financial Summary:** Brazos County will pay the City of College Station \$216,230 to provide Emergency Medical Services to the county for FY 2011.

**Attachments:**

- Resolution
- Interlocal Agreement
- Response Map Exhibit A

**INTERLOCAL AGREEMENT  
EMERGENCY MEDICAL AMBULANCE SERVICE**

**THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and among the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

**WHEREAS**, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

**WHEREAS**, Bryan, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

**WHEREAS**, Bryan and College Station have already been providing Emergency Medical Ambulance services to the County according to the geographic areas as defined as “Automatic Mutual Aid Response Districts” in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station;

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

**SCOPE**

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station. (See Exhibit “A,” an attachment map of the Automatic Mutual Aid Response Districts.
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.
3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her

designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.

4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and the applicable regulations promulgated by the Texas Department of Health Services and adhere to the standards set forth therein.

**PAYMENTS**

5. County shall pay Bryan and College Station the following amounts for such Emergency Medical Ambulance Services on a quarterly basis according to the following schedule for a collective total of \$459,761 annually:

FY 2010-2011

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2010	October –December, 2010	\$ 60,882.75 (Bryan) \$ 54,057.50 (College Station)
January 2, 2011	January – March, 2011	\$ 60,882.75 (Bryan) \$ 54,057.50 (College Station)
April 1, 2011	April – June, 2011	\$ 60,882.75 (Bryan) \$ 54,057.50 (College Station)
July 1, 2011	July – September, 2011	\$60,882.75 (Bryan) \$54,057.50 (College Station)

6. The County must make all payments to Bryan and College Station for these services from current revenues.
7. Bryan and College Station will bill the patients for Emergency Medical Ambulance Services for the services rendered in the County. The amounts billed or collected do not alter the amounts set forth in this Agreement. However, Bryan and College Station will provide copies to the County of all EMS billings sent to County residents for EMS services provided outside the corporation limits of Bryan or College Station on a quarterly basis upon request. Additionally, sixty days prior to any action taken by

Bryan or College Station to write off uncollected bills, Bryan and College Station will provide to the County a list of all invoices and/or billings within the scope of this Agreement that are contemplated, determined or scheduled to be written off.

### TERM AND TERMINATION

8. This Agreement term shall be for Emergency Ambulance Services provided by Bryan and College Station from October 1, 2010, through midnight on September 30, 2011. This Agreement shall go into effect immediately upon proper approval of all parties and shall terminate September 30, 2011. A party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.
9. This Agreement may be renewed for two (2) one year terms. The first one year renewal term shall commence on October 1, 2011 and the second annual renewal term shall commence on October 1, 2012. Such Renewal Terms shall contain the same terms and conditions as set forth herein, except the annual payment amount provided in Paragraph 5 of this Agreement may be modified in writing as agreed to in writing by the parties.

### NOTICES

10. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan  
P.O. Box 1000  
Bryan, Texas. 77805  
Attn: Michael S. Donoho, Fire Chief

College Station: City of College Station  
P.O. Box 9960  
300 Krenek Tap Road  
College Station, Texas. 77842  
Attn: R.B. Alley III, Fire Chief

County: Brazos County  
200 S. Texas Ave, Suite 332 Bryan, Texas 77803  
Bryan, Texas 77803  
Attn: County Judge Duane Peters

### **DEFENSE OF CLAIMS**

11. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any party to this Agreement, or any of its officers, agents or employees as a result of its performance under this agreement. If any party to this contract is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those services except for personal injury, personnel and/or retirement benefits of the personnel of the responding city, and/or damage to or resulting from use of any equipment of the responding city.

### **MISCELLANEOUS**

12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.
14. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and supercedes any and all prior agreements, arrangements, or understandings, whether written or oral.

15. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
16. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
17. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
18. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the part(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
19. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**NOW THEREFORE**, this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and among Bryan, College Station and Brazos County.

**City of Bryan**

**City of College Station**

**Brazos County**

\_\_\_\_\_  
Jason Bienski, Mayor

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

\_\_\_\_\_  
Duane Peters, County Judge

ATTEST:

ATTEST:

ATTEST:

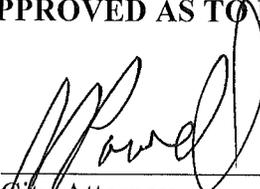
\_\_\_\_\_  
Mary Lynne Stratta  
City Secretary

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

\_\_\_\_\_  
Karen McQueen  
County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Janis Hampton  
City Attorney  
City of Bryan, Texas

  
\_\_\_\_\_  
City Attorney  
College Station, Texas

\_\_\_\_\_  
William Ballard  
County Attorney  
Brazos County, Texas

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, UPDATING THE INTERLOCAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL AMBULANCE SERVICE TO UNINCORPORATED PORTIONS OF BRAZOS COUNTY.

WHEREAS, the City Council of the City of College Station, Texas recognizes it's obligations and desires to protect the health, safety and welfare of its population, which is situated in Brazos County; and

WHEREAS, Brazos County currently utilizes personnel and equipment from the Cities of College Station and Bryan to provide emergency medical service and emergency medical transport for emergencies in the unincorporated areas of the County; and

WHEREAS, this agreement is required to be reviewed and updated as needed on an annual basis; and

WHEREAS, the City Council of the City of College Station, Texas wishes to partner and collaborate on emergency medical service and emergency ambulance transport with Brazos County and the City of Bryan, now, therefore,

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

PART 1: That the City Council hereby approves the Interlocal Emergency Medical Ambulance Service to Brazos County Agreement for the annual fee of \$216,230 for FY 2011. Future fees will be established as outlined in the agreement.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the general public by collaborating with its partners in the delivery of emergency medical and ambulance services as set forth in said agreement.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011

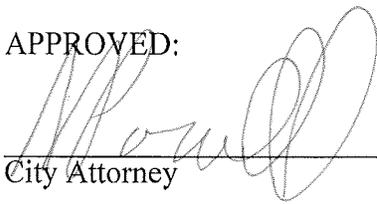
ATTEST:

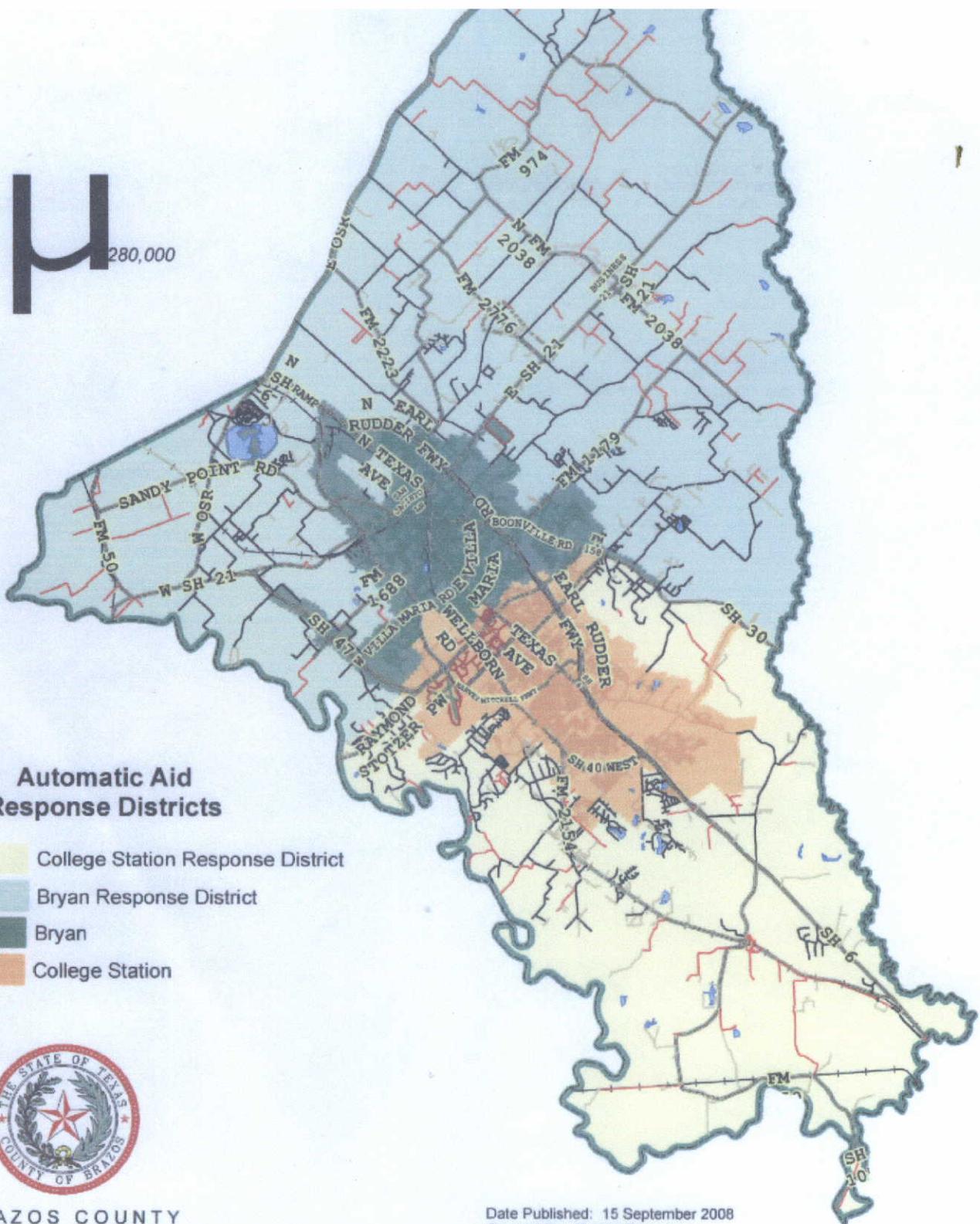
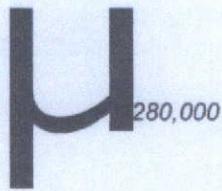
APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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



**Automatic Aid Response Districts**

- College Station Response District
- Bryan Response District
- Bryan
- College Station



**BRAZOS COUNTY**  
Road and Bridge Department

Date Published: 15 September 2008  
Created By: Megan Parsons  
Notes: For referential use only.

**April 14, 2011**  
**Consent Agenda Item No. 2i**  
**Amendment to School Resource Officer Inter-Local Agreement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding amending the Inter- Local Agreement (ILA) with the College Station Independent School District (CSISD) regarding School Resource Officers (SRO).

**Relationship to Strategic Goals:** Goal I.8 Evaluating Public Safety Needs. Goal I.1 Spending tax payer money efficiently.

**Recommendation(s):** Staff recommends approval of the amended ILA.

**Summary:** Through an evaluation of our current School Resource Officer program with CSISD and discussions with both A&M Consolidated High School Principal Buddy Reed and CSISD Superintendent Eddie Coulson, it has been determined that both the College Station Police Department and the School District will be able to meet their desired objectives by moving from two assigned School Resource Officers at the Highschool to one. This will allow the Police Department to re-deploy this resource by adding an additional sworn officer to the Criminal Investigation Division who will be focused primarily on gang intelligence and gang activity in our community.

**Budget & Financial Summary:** The salary and benefits for the School Resource Officer assigned to the Highschool was divided, in which CSISD paid fifty percent and the City of College Station paid fifty percent. The City of College Station will pick up the additional costs that CSISD would have paid on pro-rated basis for FY 11, which will total approximately \$24,600.

**Attachments:**

Copy of the amended ILA.

**2011 AMENDMENT TO THE SCHOOL RESOURCE OFFICER  
INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT AMENDMENT** is hereby made and entered into by and between the **CITY OF COLLEGE STATION, TEXAS**, A Texas Home Rule Municipal Corporation (hereinafter "City"), and the **COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**, a Texas Local Government (hereinafter "CSISD") each acting by and through its duly authorized agents (referred to collectively as the "Parties").

**WHEREAS**, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATION ACT**, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the Parties entered into a **SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT** on September 1, 2009 and the Parties wish to amend that agreement; and

**NOW, THEREFORE IN CONSIDERATION** of the recitals and mutual covenants made herein by the City and CSISD to be respectively kept and performed, the Parties hereby mutually agree as follows:

To amend the **SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT** dated on September 1, 2009 by deleting in its entirety and replacing with the following:

**ARTICLE IV  
SCHOOL ASSIGNMENTS**

**4.1 a.** One (1) SRO at A&M Consolidated High School to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.

All other terms and conditions of the original **SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT** shall remain unchanged and in full force and effect.

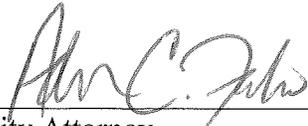
**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the **CITY OF COLLEGE STATION**.

**ATTEST:** **CITY OF COLLEGE STATION**

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

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

**APPROVED:**

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

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

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BRAZOS**           §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by \_\_\_\_\_ in his/her capacity as Mayor of the City of College  
Station, a Texas Home-Rule municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the  
**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT.**

**COLLEGE STATION INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
RANDALL W. PITCOCK, Board President

**THE STATE OF TEXAS**

§

**ACKNOWLEDGMENT**

§

**COUNTY OF BRAZOS**

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by RANDALL W. PITCOCK, in his capacity as School Board President of College Station  
Independent School District, a Texas Local Government.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**April 14, 2011**  
**Consent Agenda Item No. 2j**  
**Water Meter Purchase Contract**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion recommending approval for the water meter purchase contract with Aqua-Metric Sales Co. for the amount of \$149,432.70.

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

**Recommendation(s):** Staff recommends approval to purchase Sensus iPERL water meters from Aqua-Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract. (Contract #WM08-10).

**Summary:** Sensus Ipearl meters are the state of the art in water metering technology. These meters have no moving parts and virtually eliminate unaccounted water losses experienced with standard meters that occur due to mechanical wear. Ipearl meters carry a twenty year warranty and can be easily retrofitted for automated meter reading capabilities.

Aqua-Metric Sales Company is the HGAC contract dealer for Sensus water meter assemblies and related products. Products and services offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

This purchase order is for 1,299 water meters, and they will be placed in high-usage locations to maximize their value. These meters are the third phase of our meter replacement program, which more than pays for itself by providing accurate readings and thereby reducing "lost revenue." These meters are an excellent value to the City and therefore staff recommends approval to purchase them.

**Budget & Financial Summary:** Funds budgeted and available in the Water Fund.

**Attachments:**  
Vendor quote



## Contract Pricing Worksheets

Rev 02-05-07

**NOTE:** Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:  
**713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.  
Toll Free - 800.926.0234

**uestions.**



**April 14, 2011**  
**Regular Agenda Item No. 1**  
**Lincoln House of Hope Rezoning**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning Lot 14, Block 3 of the Hrdlicka Subdivision, being 0.22 acres located at 1013 Eleanor Street, from R-1 Single-Family Residential to PDD Planned Development District for a community services center.

**Relationship to Strategic Goals:** Neighborhood Integrity

**Recommendation(s):** The Planning and Zoning Commission considered this item at their April 7, 2011 meeting and voted 5-0 to recommend approval of the request with the condition that the structure built or placed on the property incorporate a residential-style pitched roof (minimum 4/12) within three years of the issuance of the initial Certificate of Occupancy for the community services structure on the property. Staff also recommended approval of the request with the condition of a residential-style roof pitch.

**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 this area as "Neighborhood Conservation." The Plan states that redevelopment in these areas should be sensitive to existing residents of the neighborhood and that rezoning in these areas should provide additional character protection and address non-conforming issues. The primary goal is to protect and enhance the existing neighborhood, including the aesthetics of the neighborhood.

Both the physical design and the land use will affect the character of the neighborhood and the quality of life of its residents. Structures should be designed to enhance community identity and should include buffers and architectural features to ensure compatibility. The applicant has proposed a modular building with additional architectural features that are common on older single-family homes, such as a front porch, window shutters, and decorative lighting. The structure may not, however, provide for a pitched roof – a primary characteristic of single-family structures.

**2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property is adjacent to single-family properties and a small neighborhood church, and the Lincoln Center is located across Eleanor Street. The services offered by the Lincoln House of Hope primarily serve residents in the surrounding neighborhoods and are intended to be complementary to those offered by the Lincoln Center. All of the surrounding property is zoned R-1 Single-Family Residential. Non-residential uses can be compatible with single-family uses if designed properly. The proposed structure includes design elements commonly found in older single-family neighborhoods, such as window shutters, decorative lighting and a

front porch. The structure is not proposed to include a pitched roof as the structures in the area have.

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 property is a small residential lot within the Lincoln Area Association and is surrounded by single-family homes, a neighborhood-scale church, and the Lincoln Center. The applicant states that the Lincoln House of Hope's services and programming were created based on needs identified by the surrounding community and that many program participants and families that utilize the services live in the area and walk to the center. The property is suitable for a community services center of the proposed scale.
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 and platted for single-family development and has a single-family home on the lot. The existing structure is dilapidated and in the process of being removed. Most of the surrounding properties are developed as single-family homes. The property is suitable for single-family development.
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 property is zoned and platted for single-family development. Most of the surrounding properties are developed as single-family homes. The property is marketable for single-family development.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 8-inch water line on the south side of Eleanor Street. A 6-inch sanitary sewer line on the north side of Eleanor Street currently serves the property. This site is located within the Bee Creek drainage basin with runoff being collected by a series of inlets and storm sewer pipes. Access will be provided via Eleanor Street, which is classified as a local street. All infrastructure appears to be adequate to serve the proposed development.

## **REVIEW OF CONCEPT PLAN**

### **Land Use**

The following uses are proposed with the PDD zoning: Food and clothing distribution, WIC services, after school tutoring, community meeting space, bible study, GED classes, and other life skills-based classes.

### **Purpose & Intent Statement**

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"The training and services that come from the Lincoln House of Hope are offered to the community in faith. We are hopeful that people can live richer, fuller, and more complete lives because of the ministries listed above."

### **Architectural Design & Materials**

The applicant proposes a single-story, modular structure located toward the rear of the lot that will include residential building elements commonly found in older single-family neighborhoods, such as decorative lighting, window shutters, and a front porch. The building may not, however, have a pitched roof – one of the more distinguishable elements of a single-family structure. The building is proposed to be approximately

2,000 square feet in area with an eave height between 9-12 feet, and an overall building height of 20 feet.

### **Signs**

The applicant proposes a low profile sign (4 feet tall by 7 feet long) with indirect lighting along Eleanor Street. The sign is proposed to be consistent with City park signs in the area.

### **Lighting**

The applicant proposes to use decorative lights on the structure. The parking lot will be lit from the street sign back toward the structure to help reduce light pollution toward the street, while keeping the parking lot secure.

### **Base Zoning and Meritorious Modifications**

The underlying zoning district will be R-1 Single-Family Residential for standards not identified in the PDD zoning. At the time of site plan, the project will need to meet all applicable site and architectural requirements of the Unified Development Ordinance. Through the PDD, the applicant is requesting the following meritorious modifications:

1. **Section 3.5.E.2 "Site Plan Review Criteria" of the Unified Development Ordinance - related to the provision of sidewalks**  
The applicant requests that a no sidewalk be required along Eleanor Street because no sidewalks exist to tie into.
2. **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.
3. **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**  
The applicant is requesting that no interior parking island be required in the parking area.
4. **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**  
The applicant proposes five on-site parking spaces to serve the proposed use. In addition, the Lincoln House of Hope has a parking agreement with the Lincoln Center for over-flow parking. The Unified Development Ordinance does not have a specific parking requirement for a community service center, but requires 1/75 s.f. for a fraternal lodge, 1/250 s.f. for office space, 1/100 s.f. for private schools (including tutoring).
5. **Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**  
The applicant proposes to leave the existing vegetation in place along the northern property line adjacent to a single-family home. At the rear of the lot, the application proposes a 6-foot cedar fence along the lot lines that will resemble a single-family fenced backyard. The Unified Development Ordinance requires a minimum 6-foot wood fence and buffer plantings along the side and rear property lines.
6. **Section 7.9.B.2 "Building Mass and Design" of the Unified Development Ordinance**  
The applicant is proposing to utilize building elements that are more residential in nature, including a front porch, window shutters, and decorative lighting.

**7. Section 7.9 B.3 "Building Materials" of the Unified Development Ordinance**

The applicant is proposing a modular structure with a façade material similar in appearance to wood siding. Generally, wood siding is limited to 30% of the façade.

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 the development of a community services center and states that "the Lincoln House of Hope will provide much needed services for the residents in this area. These services help to promote sustained stability for the neighborhood." The Lincoln House of Hope is currently leasing a structure on an adjacent lot.
- 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 Comprehensive Plan designates this area as "Neighborhood Conservation." The Plan states that redevelopment in these areas should be sensitive to existing residents of the neighborhood and that rezoning in these areas should provide additional character protection and address non-conforming issues. The primary goal is to protect and enhance the existing neighborhood, including the aesthetics of the neighborhood. Both the physical design and the land use will affect the character of the neighborhood and the quality of life of its residents. Structures should be designed to enhance community identity and should include buffers and architectural features to ensure compatibility. The applicant has proposed a modular building with additional architectural features that are common on older single-family homes, such as a front porch, window shutters, and decorative lighting. The structure may not, however, have a pitched roof as nearby structures in the area do.
- 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 single-story structure and a small parking lot capable of holding five or six vehicles. The structure will be located toward the rear of the lot and will include residential building elements commonly found in older single-family neighborhoods, such as decorative lighting, window shutters, and a front porch. The structure may not, however, have a pitched roof – one of the most distinguishable single-family building elements.  
The property is adjacent to single-family properties, a small neighborhood church, and the Lincoln Center. The services offered by the Lincoln House of Hope primarily serve residents in the surrounding neighborhoods and are intended to be complementary to those offered by the Lincoln Center.
- 4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** No dwelling units are proposed.
- 5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** None proposed.

6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** 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 Lincoln House of Hope provides services that are within walking distance of many people that are in need. Because most of the traffic is pedestrian in nature, the Lincoln House of Hope will not adversely affect traffic condition on Eleanor or Holleman. Any overflow traffic can easily be accommodated through parking at the Lincoln Center."

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

**Attachments:**

1. **Background Information**
2. **Small Area Map (SAM) & Aerial**
3. **Ordinance**

**BACKGROUND INFORMATION**

The Lincoln House of Hope is operated by Community Service Center (CSC), a community service ministry of the A&M Church of Christ. The House of Hope currently operates out of a leased structure at 403 Holleman Drive, just south of and adjacent to the subject property. Current programming at the House of Hope includes food and clothing distribution, WIC services, and GED classes for area residents, as well as providing meeting space for community groups.

**NOTIFICATIONS**

Advertised Commission Hearing Date: April 7, 2011

Advertised Council Hearing Dates: April 14, 2011

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:

Lincoln Area Association

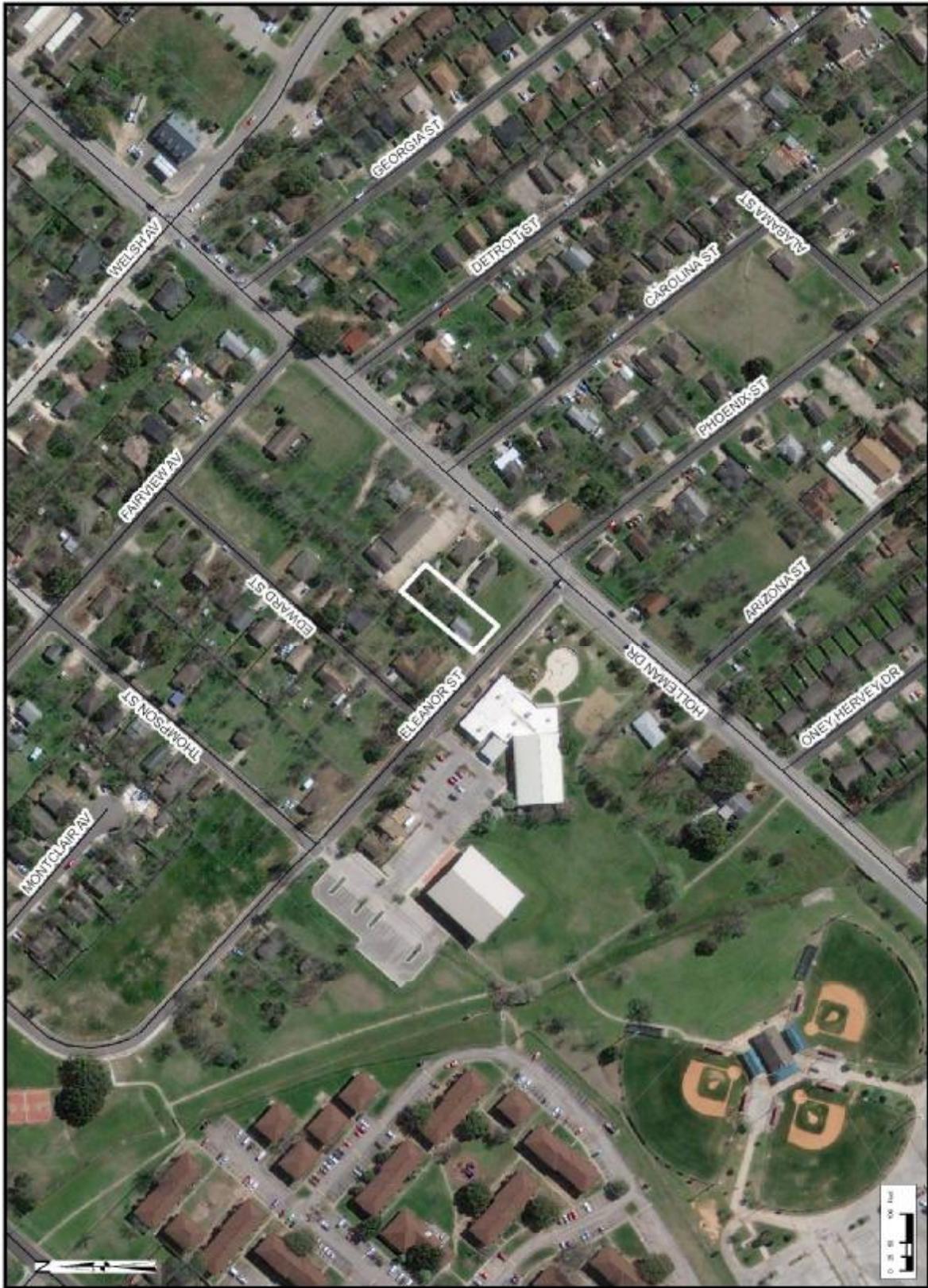
Property owner notices mailed: 21  
 Contacts in support: None as of date of staff report  
 Contacts in opposition: None as of date of staff report  
 Inquiry contacts: Two as of date of staff report

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Conservation	R-1 Single-Family Residential	Single-Family
South	Neighborhood Conservation	R-1 Single-Family Residential	Single-Family & Vacant
East	Neighborhood Conservation	R-1 Single-Family Residential	St. Matthis Baptist Church
West	Neighborhood Conservation	R-1 Single-Family Residential	Lincoln Center across Eleanor Street

**DEVELOPMENT HISTORY**

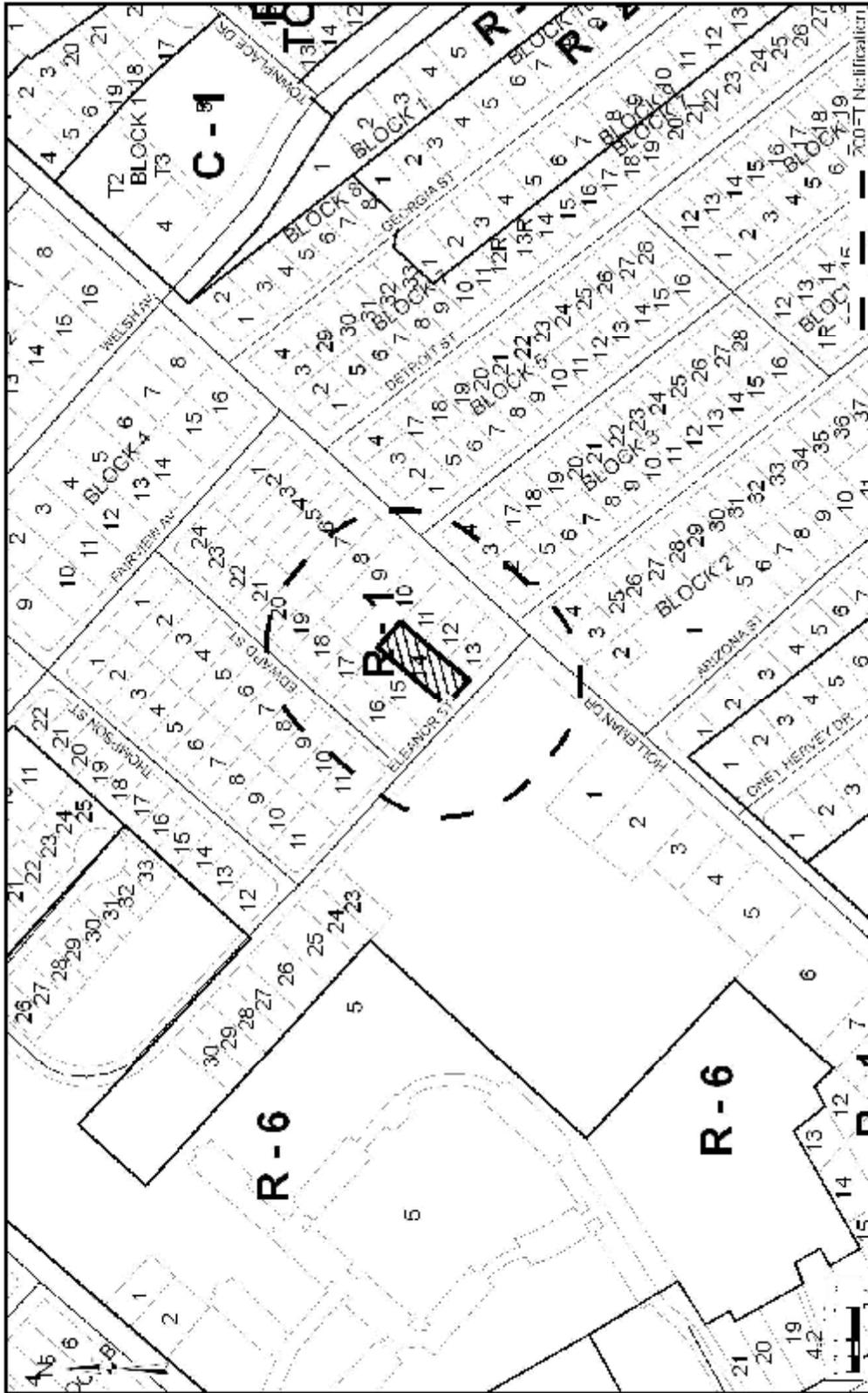
Annexation: 1949  
 Zoning: R-1 Single-Family  
 Final Plat: Hrdlicka (1960)  
 Site development: A single-family home has been on the property since 1940 and is in the process of being removed.



REZONING	Case: 11-022	LINCOLN HOUSE OF HOPE
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DEVELOPMENT REVIEW



Zoning Districts	Legend	Legend	Legend
A-O	Agri-tourism	R-3	Low Density Residential
A-OR	Agri-tourism Residential	R-4	Medium Density Residential
R-1	Single-Family Residential	R-5	High Density Residential
R-1B	Single-Family Residential	R-6	Very High Density Residential
R-2	Duplex Residential	R-7	Urban Residential
		R-8	Urban Residential
		R-9	Urban Residential
		R-10	Urban Residential
		R-11	Urban Residential
		R-12	Urban Residential
		R-13	Urban Residential
		R-14	Urban Residential
		R-15	Urban Residential
		R-16	Urban Residential
		R-17	Urban Residential
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		R-33	Urban Residential
		R-34	Urban Residential
		R-35	Urban Residential
		R-36	Urban Residential
		R-37	Urban Residential
		C-1	Light Commercial
		C-2	Medium Commercial
		C-3	High Commercial
		C-4	Very High Commercial
		C-5	Urban Commercial
		C-6	Urban Commercial
		C-7	Urban Commercial
		C-8	Urban Commercial
		C-9	Urban Commercial
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		C-34	Urban Commercial
		C-35	Urban Commercial
		C-36	Urban Commercial
		C-37	Urban Commercial

**DEVELOPMENT REVIEW**

**LINCOLN HOUSE OF HOPE**

**REZONING**

Case: 11-022

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 14<sup>th</sup> day of April, 2011

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 R-1 Single-Family Residential to PDD Planned Development District for the development of a community services center, with the restrictions listed in Exhibit "B" and in accordance with the Concept Plan shown in Exhibit "C" and Exhibit "D" and as shown graphically in Exhibit "E":

Lot 14, Block 3 of the Hrdlicka Subdivision

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

"The training and services that come from the Lincoln House of Hope are offered to the community in faith. We are hopeful that people can live richer, fuller, and more complete lives because of the ministries listed..."

**Permitted Uses:**

Food and clothing distribution,  
WIC services,  
After school tutoring,  
Community meeting space,  
Bible study,  
GED classes, and  
Other life skills based classes

**Architectural Design**

A single-story, structure (modular or site-built) located toward the rear of the lot that includes residential building elements commonly found in older single-family neighborhoods, such as decorative lighting, window shutters, and a front porch. The building is proposed to be approximately 2,000 square feet in area with an eave height between 9-12 feet, and an overall building height of 20 feet.

**Signs**

A low profile sign (4 feet tall by 7 feet long) with indirect lighting along Eleanor Street is permitted. The sign is proposed to be consistent with City park signs in the area.

**Lighting**

Decorative lights are permitted on the structure. The parking lot will be lit from the street sign back toward the structure to help reduce light pollution toward the street, while keeping the parking lot secure.

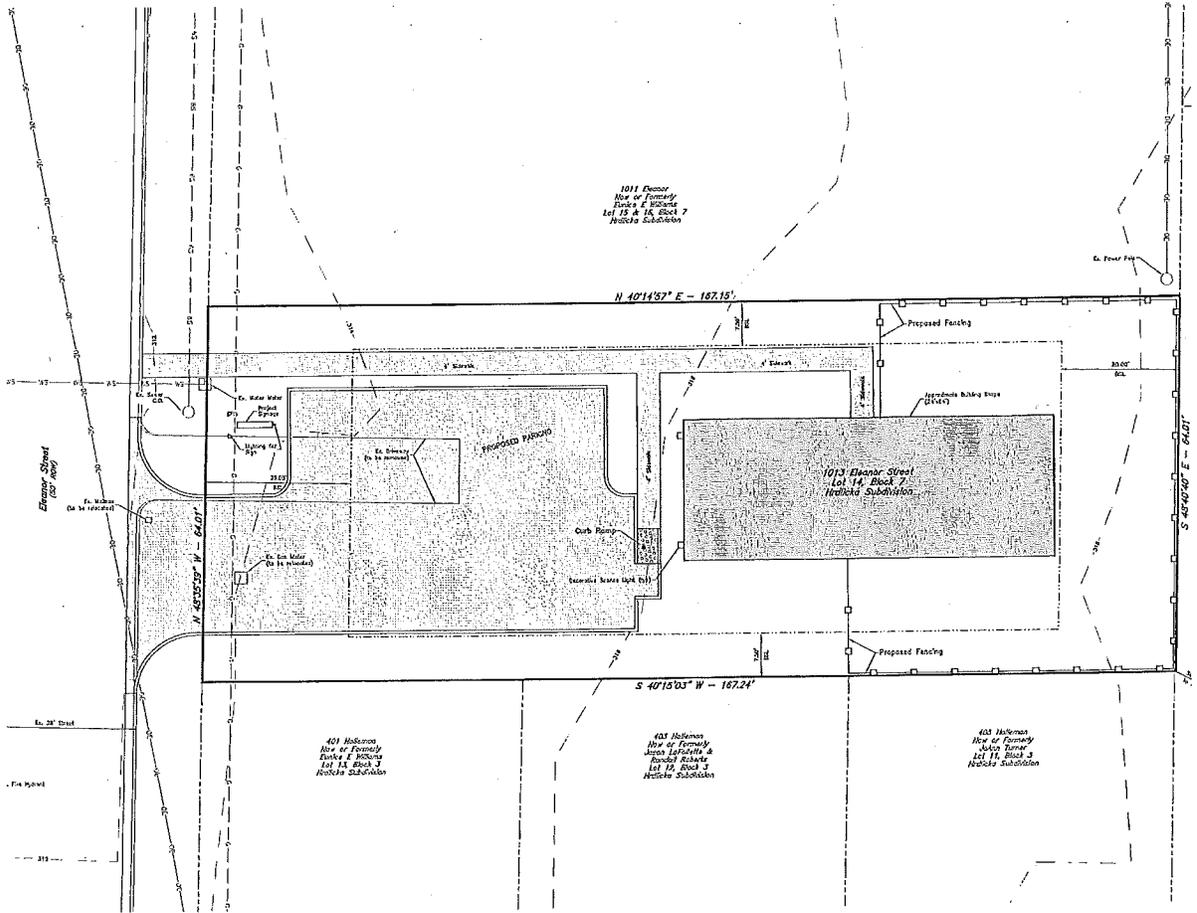
**Base Zoning and Meritorious Modifications**

The underlying zoning district is R-1 Single-Family Residential for standards not identified in the PDD zoning. At the time of site plan, the project will need to meet all applicable site and architectural requirements of the Unified Development Ordinance. Through the PDD, the following meritorious modifications were granted:

- **Section 3.5.E.2 "Site Plan Review Criteria" of the Unified Development Ordinance - related to the provision of sidewalks**  
No sidewalk be required along Eleanor Street
- **Section 7.1.2 "Single-Family Protection" of the Unified Development Ordinance**  
The height of the structure is not be limited by the adjacent single-family structures.
- **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**  
No interior parking island is required in the parking area.
- **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**  
Five on-site parking spaces will serve the proposed use. In addition, the Lincoln House of Hope has a parking agreement with the Lincoln Center for over-flow parking.

- **Section 7.6.F “Buffer Standards” of the Unified Development Ordinance**  
The existing vegetation will remain in place along the northern property line adjacent to a single-family home. At the rear of the lot, a 6-foot cedar fence along the lot lines that will resemble a single-family fenced backyard is required. The plantings will be provided where physically possible.
- **Section 7.9.B.2 “Building Mass and Design” of the Unified Development Ordinance**  
Building elements that are more residential in nature, including a front porch, window shutters, and decorative lighting will be provided.
- **Section 7.9 B.3 “Building Materials” of the Unified Development Ordinance**  
The building is a modular structure with a façade material similar in appearance to wood siding (or equivalent).

EXHIBIT "C"



**EXHIBIT "D"**

**GENERAL NOTES:**

1. This property is currently zoned R-1 in accordance with the Unified Development Ordinance. Proposed zoning is PDD.
2. Proposed Land Use: Food Distribution and Education
3. According to the FEMA Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Numbers 48041C0144 C effective July 2, 1992, this property is not located in a 100-year flood hazard area.
4. ORIGIN OF BEARING SYSTEM: Bearings shown on this plat are based on Texas State Coordinates, Central Zone, NAD-83 in accordance with the position of the City of College Station 1994 GPS Control Monument No. 220.  
 Northing: 10205298.597  
 Easting: 3557971.339
5. Existing ground contours on this tract are obtained from the City of College Station's 2005 aerial mapping
6. Abbreviations:  
 P.U.E. - Public Utility Easement  
 P.A.E. - Public Access Easement

*Legend*

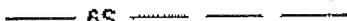
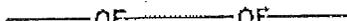
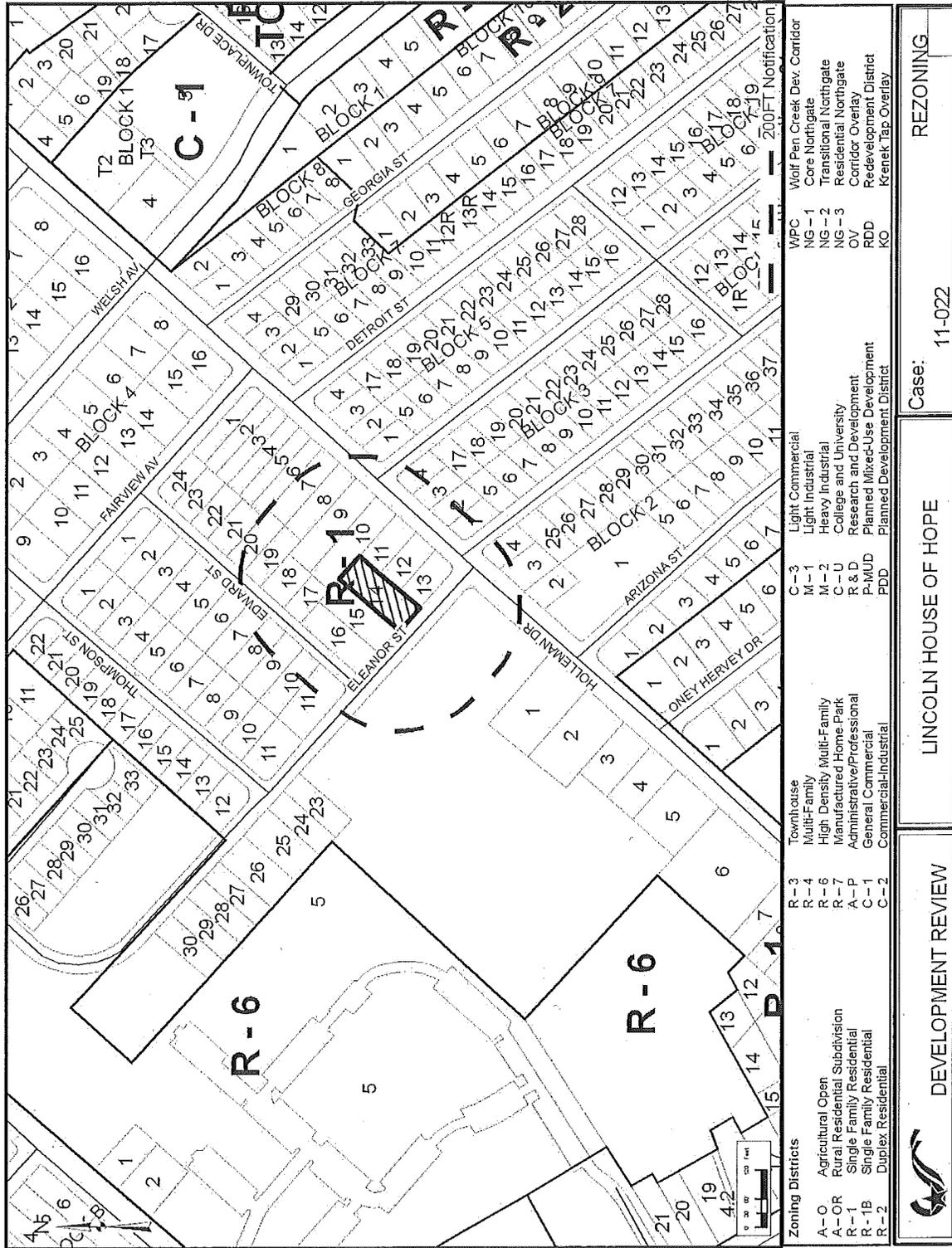
	Property Line
	Ex. Gas Line
	Ex. Water Line w/Size
	Ex. Sewer Line w/Size
	Ex. Overhead Electric Line
	Existing Contour Line

EXHIBIT "E"



Zoning Districts	Townhouse	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-O	R-3	C-3	WPC-1	Core Northgate
A-OR	R-4	M-1	NG-1	Transitional Northgate
R-1	R-6	M-2	NG-2	Residential Northgate
R-1B	R-7	C-U	NG-3	Corridor Overlay
R-2	A-P	R&D	OV	Redevelopment District
	C-1	P-MUD	RDD	Krenek Tap Overlay
	C-2	PDD	KO	

	DEVELOPMENT REVIEW
LINCOLN HOUSE OF HOPE	
Case:	11-022
REZONING	

**14 April 2011**  
**Regular Agenda Item No. 2**  
**Non-Annexation Development Agreements**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding three non-annexation development agreements associated with the Wellborn annexation.

**Recommendation(s):** Staff recommends approval of the non-annexation development agreements. Based upon previous direction from the Council, staff also recommends conditionally approving the development agreements contingent upon annexation.

**Summary:** The purpose of this agenda item is to provide the Council with the opportunity to approve three non-annexation development agreements associated with the proposed Wellborn annexation. In compliance with State statute, the City of College Station extended 13 non-annexation development agreement offers to owners of property located within the area identified for annexation. The non-annexation development agreements contain the following provisions:

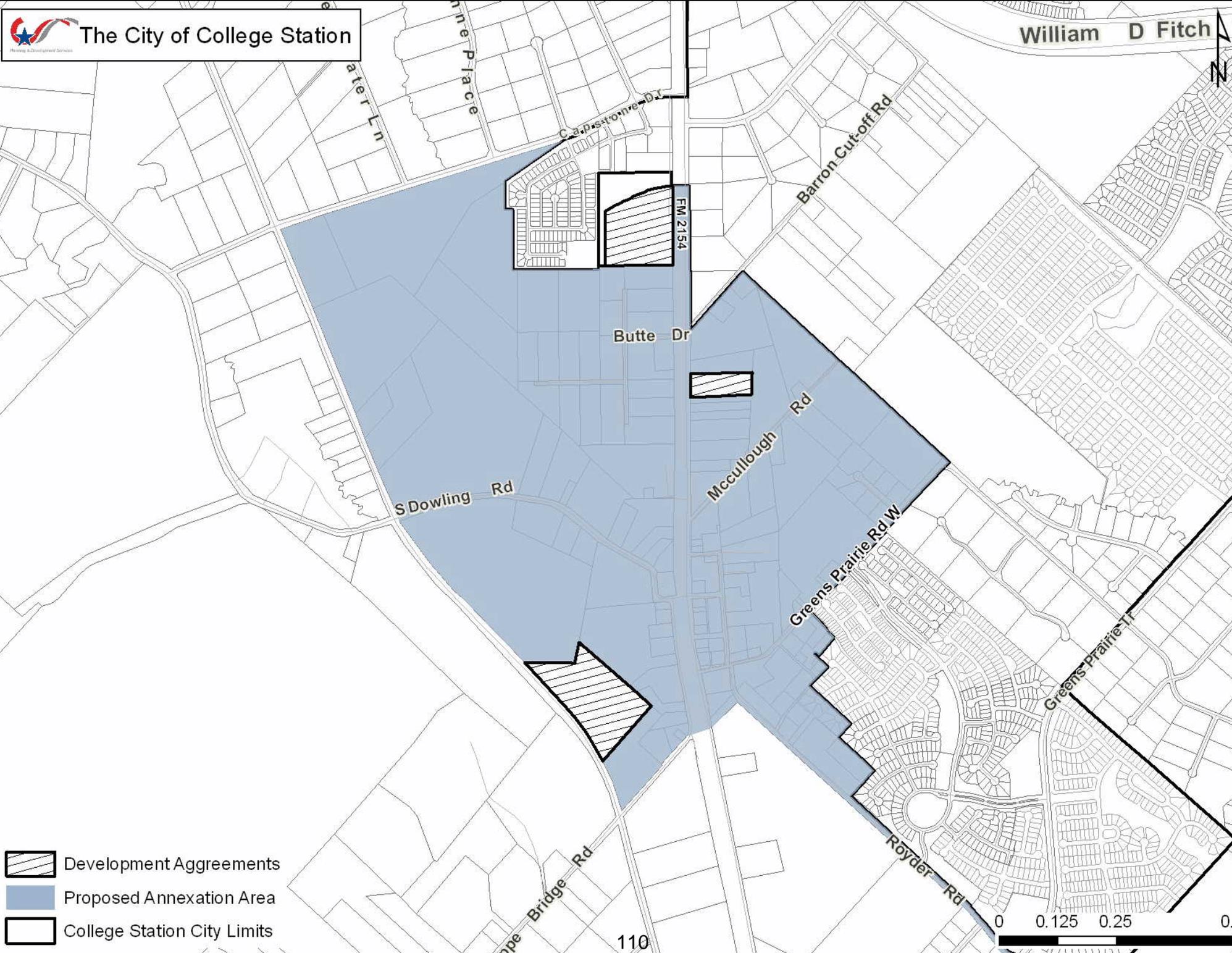
- A guarantee that the City will not annex the property for a period of ten (10) years unless the terms of the agreement are violated.
- A promise by the owner(s) to use the property in a way that is consistent with the City's A-O (Agricultural Open) zoning district.
- A promise by the owner that no person will file a plat or related development document for the property.
- A provision that a violation of the agreement by the landowner by commencing development will constitute a petition for voluntary annexation.
- A provision requiring building construction allowed by the agreement to comply with the applicable City codes and ordinances.
- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

The three non-annexation development agreements represent 35.9 acres or approximately 5.3% of the original area identified for annexation.

**Budget & Financial Summary:** A Fiscal Impact Analysis (projecting costs and revenues upon full build-out of the proposed annexed areas) was developed when preparing the exempt annexation package. The annexation development agreements may have the effect of extending the time required to reach ultimate build-out.

**Attachments:**

1. Map Showing Areas Affected by Non-Annexation Development Agreements
2. Non-Annexation Development Agreement Summary
3. Standard Development Agreement (hard copies of all development agreements are available in the City Secretary's Office)



-  Development Agreements
-  Proposed Annexation Area
-  College Station City Limits

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of College Station, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the “Property”) in Brazos County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

**WHEREAS**, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Brazos County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Section 1.** The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 2.** The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Brazos County or the City until the Property has been annexed into, and

zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's A-O (Agricultural Open) District zoning requirements apply to the Property, and that the Property shall be used only for A-O (Agricultural Open) District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single-family dwelling or an accessory structure for the benefit of agricultural uses in compliance with all applicable City ordinances and codes. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** The term of this Agreement (the "Term") is ten (10) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may

have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

**Section 6.** Property annexed pursuant to this Agreement will initially be zoned A-O (Agricultural Open) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

**Section 7.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

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

**Section 8.** This Agreement shall run with the Property and be recorded in the real property records of Brazos County, Texas.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** Venue for this Agreement shall be in Brazos County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Owner  
Printed Name: \_\_\_\_\_

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011,  
by \_\_\_\_\_ in his/her capacity as owner of  
\_\_\_\_\_.

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

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2011, by Nancy Berry, in the 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

Summary of Non-Annexation Development Agreements

14 April 2011

Owner Name	Property Description	Acres
Silvy, Nova J. & Valeen	A McMahon A-167 Tract 8.1	18
Thomas, Penelope Sue	A McMahon A-167 Tract 29	13.9 (of 20)
Whitt, David L.	A McMahon A-167 Tract 22.5	4

**14 April 2011**  
**Regular Agenda Item No. 3**  
**Wellborn Annexation Ordinance**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance annexing approximately 649 acres located in the ETJ on the southwest side of the City generally known as the Wellborn area.

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

**Recommendation:** The Planning & Zoning Commission heard this item on 16 December 2010 and voted 5-2 to recommend moving forward with the annexation process. Staff recommends approval of the ordinance as presented.

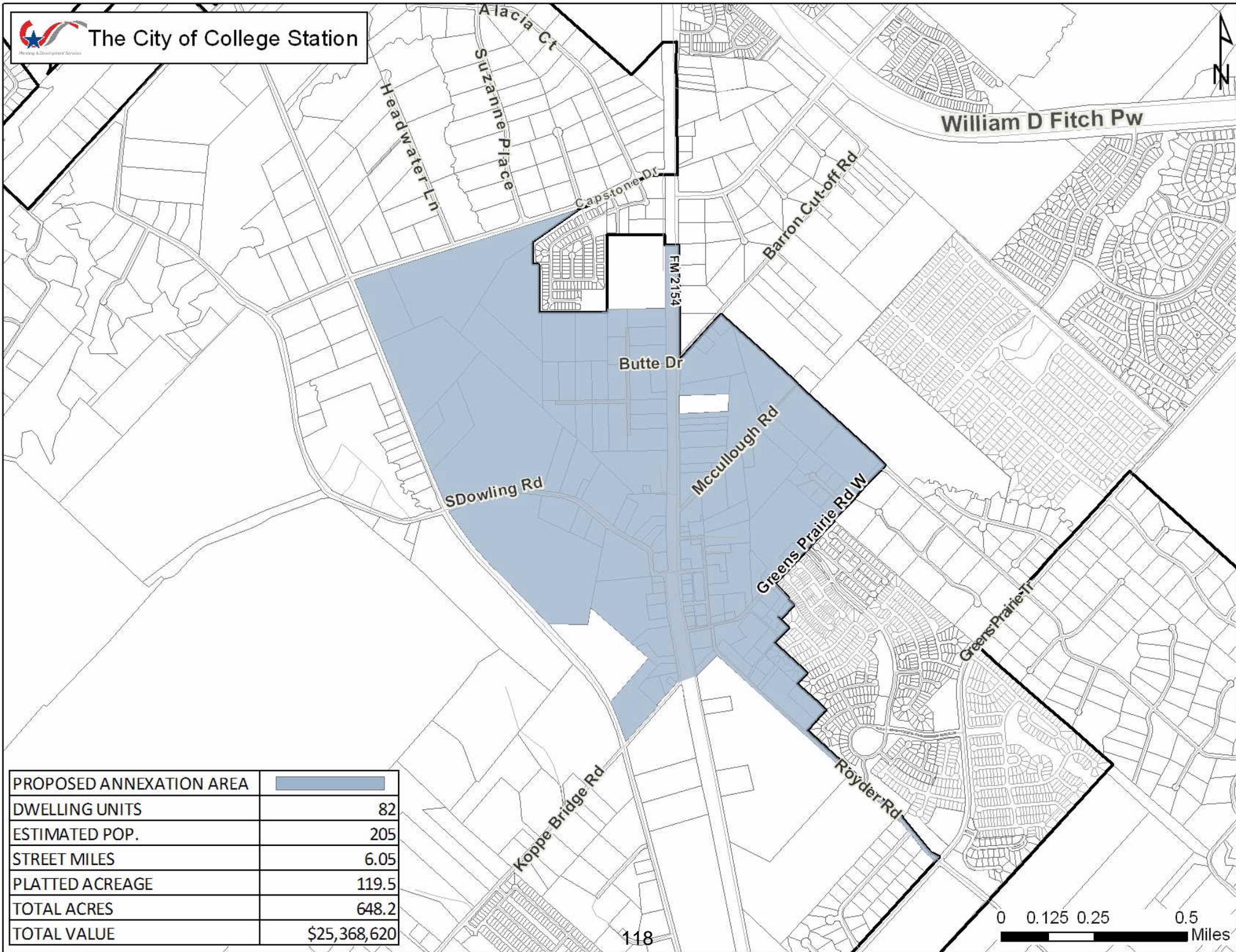
**Summary:** This ordinance provides for the annexation of approximately 649 acres on the southwest side of the City generally known as the Wellborn area (further described in the attached ordinance). Council approved an ordinance establishing two public hearings and directing staff to prepare an annexation service plan for the area on 27 January 2011. The two public hearings were held on 22 March and 24 March 2011.

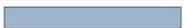
The annexation service plan is attached to the ordinance and effectively acts as a contract between the City and the residents of the annexed area.

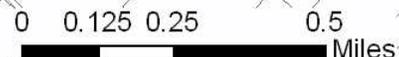
**Budget & Financial Summary:** See attached Fiscal Impact Analysis.

**Attachments:**

1. Annexation Area Map
2. Background Information
3. Fiscal Impact Analysis
4. Ordinance



PROPOSED ANNEXATION AREA	
DWELLING UNITS	82
ESTIMATED POP.	205
STREET MILES	6.05
PLATTED ACREAGE	119.5
TOTAL ACRES	648.2
TOTAL VALUE	\$25,368,620



## Wellborn Annexation Background information

### Comprehensive Plan Considerations:

Chapter eight of the City's Comprehensive Plan addresses growth management and capacity and identifies the Wellborn area for annexation in the "near term", or within three to ten years of the Plan's adoption (May 2009). Chapter eight also provides specific guidance regarding each proposed annexation area and lists the following reasons for annexing the Wellborn area:

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

Further, chapter two of the Comprehensive Plan provides a discussion of community character and proposes the creation of a future district plan that respects and preserves the appeal of the Wellborn area. It states, in part, "The area contains elements of a rural historic community (e.g., cemetery, community center, post office) which contribute to a unique character that the area residents have stated a strong preference to retain. The focus of this district plan should be working with the residents to identify and retain the elements of the community that contribute to its rural character."

### Zoning and other Regulatory Considerations:

Annexation would bring the Wellborn area into the full regulatory control of the City. While state law provides Texas cities with limited authority within its ETJ, annexation allows the City to apply its full land-use controls and development standards. This additional control includes zoning which is a critical tool in terms of implementing the Comprehensive Plan.

**Proposed Wellborn Annexation  
Fiscal Impact Analysis – Revised  
7 March 2011**

Annexation Area

Approximately 649 acres on the southwest side of the City generally bordered by Capstone Drive, I&GN Road, Koppe Bridge Road, and the existing City limits and bisected by FM 2154 (AKA Wellborn Road).

Short-Term Fiscal Impact

*Projected Revenues*

**Ad Valorem Tax Revenue** - The current appraised value of all property in the annexation area is \$25,368,620. Based on the current City of College Station tax rate of 44.75 cents per \$100 of appraised valuation, the City could expect to receive annual property tax revenues of approximately \$113,524 from the area. Based on the current annexation schedule, the City will not begin receiving property tax revenues from the annexation area until late 2012.

**Sales Tax Revenue** - Several retail establishments and two restaurants currently exist in the annexation area. Following annexation, these establishments will be subject to city sales tax. Staff conservatively estimates the potential sales tax revenue to be \$60,000 annually.

*Anticipated Costs*

**Surveying Cost** - A survey of the area is required as part of the annexation process. The amount of the surveying contract is \$16,800.

**Compensation to Emergency Services District (ESD) No. 1** - State law requires cities to provide compensation to Emergency Services District for territory loss due to annexation. The amount of compensation varies based on several factors such as the appraised value of the annexation area and the amount of the district's debt. The proposed annexation area is currently served by ESD No. 1; therefore, the city will need to provide compensation according to state law. While there are several variables that determine the final payment amount, Staff estimates that the City would owe ESD No. 1 approximately \$15,000 upon annexation.

**Road/Street Maintenance** - The City proposes to provide a two-course seal coat for the existing gravel roads and streets within the annexation area. Specifically, McCullough Road, Church Street, Madison Street, Live Oak Street, and Royder Road will receive the two-course seal coat. The estimated cost for said work is \$102,710. The funding source for the road/street improvements will likely be the general fund.

**Wastewater CIP** – The City proposes to provide wastewater infrastructure within the annexation area. Specifically, a gravity main will be installed on the east side of FM 2154, a lift station will be constructed at the intersection of FM 2154 and Greens Prairie

Trail, and a force main will be provided along Greens Prairie Trail. The estimated cost for said work is \$3,332,836. Funding for the wastewater CIP will likely be accomplished by issuing bonds, necessitating a slight increase in wastewater utility bills. The estimated debt service for this project is approximately \$262,000 per year. Staff estimates that an increase of approximately two percent (2%) would be needed to fund the proposed improvements.

### **Summary of Short-Term Fiscal Impact**

<u>Revenue (annual)</u>	
Property Tax	\$113,524
Sales Tax	<u>\$60,000</u>
<b>Total Annual Revenue</b>	<b>\$173,524</b>
 <u>Costs (one-time)</u>	
Survey Work	\$16,800
Compensation for ESD No.1	\$15,000
Seal Coat Roads/Streets	\$102,710
Wastewater CIP*	<u>\$3,332,836</u>
<b>Total One-Time Costs</b>	<b>\$3,467,346</b>

**\*Note:** The annual debt service for this project is approximately \$262,000 per year for a twenty year period.

## Full Build-Out Scenario

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

For this analysis the Service Standard Method was used<sup>1</sup>. A spreadsheet showing the details is included as Appendix A. This analysis should be treated as an estimate based upon the best data available. In addition, it is important for decision makers using this information to understand the assumptions upon which it is based.

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

### **Demands and Costs**

This analysis began by using a combination of the existing land uses and the future land use designations in the proposed annexation area (Rural and Restricted Suburban) to estimate the population for the annexation area. Using existing development as a model, the average number of dwelling units for the residential areas was calculated. Finally, census data for persons per household was used to calculate the projected population.

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

### **Revenues**

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

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

## Conclusions

The following table summarizes the results of the fiscal-impact analysis. Based on the results of the fiscal-impact analysis, annexation will result in annual revenues to the City of \$35,510 upon full build-out. It is important to note that this model does not capture any revenue from “one time” charges such as building permit or development fees. As mentioned before, future changes in the Land Use Plan or development patterns may affect these projections.

### Summary of Fiscal Impact Analysis at Full Build-Out

Property Tax Revenues	\$113,524
Sales Tax Revenues	\$60,000
<u>Utility Revenues</u>	<u>\$44,528</u>
<b>Total Revenues*</b>	<b>\$218,052</b>
Costs (from Appendix A)	\$191,502
<b>Total Annual Fiscal Impact**</b>	<b>\$26,550</b>

\***Note:** Potential revenues from building permit fees (not included in the above) constitute a one-time positive impact of \$61,620 over the projected life of the development.

\*\***Note:** For the first twenty years, the annual debt service for the wastewater CIP project will be approximately \$262,000 per year, resulting in a total annual fiscal impact of (\$235,450).

## **Methodology for Revenue Calculations**

### **Property Taxes**

- \$173,135 = Average homestead valuation for “Single Family Medium.” Value is based on average provided by Brazos County Appraisal District and current city property tax rate (44.75 cents per \$100 of appraised value).

### **Residential Utility Amounts**

- \$14.40 = Average monthly residential sanitation bill (provided by Utility Customer Service)
- \$27.27 = Average Monthly Residential Wastewater Bill (provided by Utility Customer Service)

### **Retail Sales Tax**

- Retail sales tax was estimated by identifying the existing retail and restaurant uses within the annexation area and applying known sales tax revenues from comparable uses currently within the City.

### **Utility Charges**

#### **Electricity**

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

#### **Water**

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

#### **Wastewater**

The city currently provides wastewater service to a portion of the annexation area. It is estimated that, upon build-out, the city will have 50 sewer connections with a monthly rate of \$37.49 each.

#### **Sanitation**

The proposed annexation area will have City sanitation services. Revenues were calculated by multiplying the monthly residential rate (\$14.40) by the estimated number of residential units in each area.

### **Projected Miscellaneous Revenues**

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

## Appendix A

Anticipated Population	Government Function	Number of Employees	Manpower Ratio	Budget 2010-2011	\$ Per Employee	Future Employees	Add'l Annual Operating Cost	Capital to Operating	Add'l Annual Capital Cost	Total Cost To Public
205	Fiscal Services	39.50	0.42	\$ 3,113,654	\$ 78,827	0.09	\$ 6,743	0.006	\$ 40	\$ 6,784
	General Government	113.75	1.20	12,628,149	111,017	0.25	27,348	0.011	301	27,649
	Police	184.50	1.95	14,626,374	79,276	0.40	31,676	0.047	1,489	33,164
Total January	Fire	130.00	1.37	11,899,890	91,538	0.28	25,771	0.029	747	26,518
2011 Population	Streets & Drainage	31.00	0.33	5,087,992	164,129	0.07	11,019	1.361	14,997	26,015
	Wastewater	49.00	0.52	6,151,920	125,549	0.11	13,323	1.021	13,603	26,926
94,660	Sanitation	35.50	0.38	6,300,060	177,466	0.08	13,644	-	-	13,644
	Utility Billing	28.50	0.30	2,258,503	79,246	0.06	4,891	0.011	54	4,945
	Parks	129.00	1.36	9,284,486	71,973	0.28	20,107	0.286	5,751	25,857
Total College Station		740.75		\$ 71,351,028		1.60	\$ 154,521		\$ 36,981	\$ 191,502

General Government includes: General Government, Information Technology, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Fleet Maintenance, and Communications. BVSWMA, Water, and Electric is not included.

Notes:

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

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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION, ANNEXING CERTAIN TERRITORY ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION; APPROVING A SERVICE PLAN FOR THE ANNEXED PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station has the power by ordinance to fix the boundary limits of the City of College Station and to provide for the extension of such boundary limits and the annexation of additional territory lying adjacent to the City of College Station by the City Charter of the City of College Station, Texas, Article II, Section 7; and

WHEREAS, on January 27, 2011, the City Council of the City of College Station directed staff to prepare a service plan for approximately 648 acres of land identified for annexation; and

WHEREAS, the City Council finds that all the required notices were given in the time and manner required by law; and

WHEREAS, two public hearings before the City Council were held - one in the Wellborn Community Center on March 22, 2011, and one in the City Hall Council Chambers on March 24, 2011. Both public hearing dates being on or after the 20<sup>th</sup> day but before the 40<sup>th</sup> day before the date of the institution of the annexation proceedings to allow all interested persons to state their views regarding the annexation; and

WHEREAS, the City Council finds that the annexation will ensure consistent and orderly development of the annexed area; now, therefore,

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

- PART 1: The tracts of land described in Exhibit "1", attached hereto and made a part of this ordinance for all purposes, is hereby added to and annexed by the City of College Station, Texas.
- PART 2: The Service Plan, Exhibit "2", attached hereto and made a part of this ordinance for all purposes, which provides for the extension of municipal services to the annexed property, is approved as part of this ordinance. The Service Plan was made available for public inspection and explained at the public hearings held on March 22, 2011 and March 24, 2011.
- PART 3: Should any part of this ordinance be held illegal or invalid for any reason, the holding shall not affect the remaining sections or portion of sections or provisions of this ordinance.
- PART 4: That upon final approval and after the effective date of this ordinance, all property annexed shall be zoned A-O (Agricultural Open).
- PART 5: That, upon final passage hereof and after the effective date of this ordinance, the annexed territory shall be a part of the City of College Station, Texas, and the property situated shall bear its pro rata portion of the taxes levied by the City of College Station and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of College Station.

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

Page 2

PART 6: That this ordinance shall become effective immediately upon approval and adoption by the City Council.

PASSED, ADOPTED and APPROVED this 14th day of April, 2011.

APPROVED:

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

ATTEST:

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

APPROVED:

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

EXHIBIT 1

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
 2167 Post Oak Circle  
 College Station, Texas 77845  
 (979) 693-2777

Proposed Annexation Area - 647.63 acres  
 Wellborn area  
 Brazos County, Texas  
 April 2011

All that certain tract or parcel of land lying and being situated in the Andrew McMahon survey (abstract no. 167), Robert Stevenson league (abstract no. 54), John Childress survey (abstract no. 92), Samuel Davidson survey (abstract no. 13) and Jesse Bledsoe survey (abstract no. 71), in Brazos County, Texas, adjoining the present City of College Station city limits as described in Ordinance no. 2132, no. 3049, no. 3056 and no. 3248, and also generally bounded by Capstone Road, I & GN Road, Koppe Bridge Road, Royder Road and Greens Prairie Road, save and except that tract of land (Tract One) conveyed to David L. Whitt in Volume 6686, Page 263 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a corner of the present city limits as described in Ordinance no. 2132, in the southeast line of Barron Cut-off at or near the north corner of that 1.053 acre tract conveyed to Anne Carnes and Connie Neugent (vol. 5790, pg. 215), from where the City of College Station 1994 GPS control monument no. 134 bears S 8° 59' 57" W – 3574.2 feet.

Thence along the present city limits boundary lines, as described in Ordinance no. 2132 and no. 3049, as follows:

- S 41° 11' 19" W – 855.75 feet, to an acute angle point,
- N 0° 37' 47" W – 1630.96 feet, to a point for corner in the east line of F.M. 2154 as shown on the plat of Westminster Subdivision Phase One (vol. 2016, pg. 61),
- S 89° 22' 13" W – 200.00 feet, across F.M. 2154 and the Union Pacific railroad, to a point for corner,
- S 0° 37' 47" E – 896.80 feet, to a point for corner,
- S 89° 22' 13" W – 831.55 feet, along the south line of that 20.0 acre tract conveyed to Penelope Sue Thomas (vol. 634, pg. 658 and vol. 637, pg. 346), also being a north line of Shiloh Subdivision (vol. 289, pg. 219), to the southwest corner of said 20.0 acre tract,
- S 0° 38' 55" E – 35.15 feet, to the northeast corner of that 7.496 acre tract conveyed to Larry Maxwell McGee, Sr. (vol. 450, pg. 549),
- S 89° 21' 19" W – 934.23 feet, along the north line of said McGee tract and that 7.50 acre tract conveyed to Daniel and Patricia Buck (vol. 365, pg. 782), also being a south line of Kyle View Estates (vol. 8815, pg. 238), to an angle point at the northwest corner of the said Buck tract,
- S 89° 46' 16" W – 34.61 feet, to a southwest corner of said Kyle View Estates,
- N 0° 38' 27" W – 685.58 feet, along a common line of said Kyle View Estates and that 18.7118 acre tract conveyed to Scientific Inquiry, Inc. (vol. 1201, pg. 405), to a point for corner,

647.63 acre annexation area

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S 89° 32' 27" W – 82.66 feet, to a point for corner,  
 N 0° 31' 33" W – 320.65 feet, to a northwest corner of said Kyle View Estates,  
 N 55° 01' 25" E – 819.42 feet, along the common line of said Kyle View Estates and that  
 40.00 acre tract conveyed to Don and Cynthia Ivey (vol. 1065, pg. 418), to a point for  
 corner in the southeast line of Capstone Road;

Thence S 72° 41' 12" W – 3338.35 feet, along said line of Capstone Road, also being the northwest  
 line of said Ivey tract and that 7.79 acre tract conveyed to Scientific Inquiry, Inc. (vol. 1065, pg.  
 432), to the beginning of a tangent curve to the left (radius= 25.00 feet);

Thence along said curve, through a central angle of 94° 53' 02", to its point of tangency in the  
 northeast line I & GN Road;

Thence along the northeast line of I & GN Road (100 ft. approximate width) as follows:

S 22° 11' 50" E – 932.01 feet, to the common corner of the said 7.79 acre tract and that  
 26.19 acre tract conveyed to Don R. Cain (vol. 259, pg. 476 and vol. 375, pg. 72)  
 S 22° 05' 13" E – 1286.62 feet, to the common corner of the said Cain tract and that 3.00  
 acre tract conveyed to David and Teresa Gold (vol. 649, pgs. 206 and 215),  
 S 22° 04' 00" E – 296.72 feet, to the common corner of the said 3.00 acre tract and that  
 10.0543 acre tract conveyed to David and Teresa Gold (vol. 3253, pg. 54),  
 S 22° 05' 34" E – 400.56 feet, to the common corner of the said 10.0543 acre tract and that  
 53.308 acre tract conveyed to Geo 3, Inc. (vol. 8903, pg. 58),  
 S 22° 04' 16" E – 332.90 feet, to the beginning of a tangent curve to the left  
 (radius= 2814.67 feet),  
 Along said curve, through a central angle of 4° 31' 22", to a point in the north line of South  
 Dowling Road (as fenced);

Thence S 6° 41' 55" E – 85.86 feet, across South Dowling Road to the west corner (as fenced) of  
 that 59.52 acre tract conveyed to David Alexander, et al (vol. 265, pg. 479);

Thence along the northeast line of I & GN Road (generally as fenced) as follows:

S 36° 55' 11" E – 636.57 feet, to an angle point,  
 S 42° 21' 34" E – 400.31 feet, to an angle point,  
 S 45° 00' 20" E – 1100.96 feet, to a common corner of the said Alexander tract and that 18.0  
 acre tract conveyed to Nova and Valeen Silvy (vol. 815, pg. 412);

Thence around the perimeter of the said acre Silvy tract as follows:

S 89° 25' 16" E – 563.81 feet, to a point for corner,  
 N 11° 19' 01" E – 239.86 feet, to a point for corner,  
 S 48° 39' 21" E – 1091.77 feet, to a point for corner,  
 S 41° 17' 11" W – 832.94 feet, to a common corner of the said Silvy tract and that 8.23 acre  
 tract conveyed to CS Texas Industries, LLC (vol. 3700, pg. 240);

Thence along the southwest line of the said 8.23 acre tract, generally being along the northeast fence  
 line of I & GN Road, as follows:

S 26° 30' 22" E – 93.74 feet, to an angle point,

647.63 acre annexation area

S 23° 50' 09" E – 145.99 feet, to an angle point,  
 S 20° 33' 57" E – 141.52 feet, to an angle point,  
 S 18° 16' 45" E – 213.96 feet, to the south corner of the said 8.23 acre tract;

Thence N 41° 56' 36" E – 684.06 feet along a southeast line of the said 8.23 acre tract, generally being along the northwest fence line of Koppe Bridge Road, to a point for corner,

Thence N 47° 38' 27" W – 10.14 feet, to the south corner of Lot 1A of the replat of Lot One, Benjamin Graham Subdivision (vol. 5453, pg. 10);

Thence N 41° 27' 46" E – 407.33 feet, along the north line of Koppe Bridge Road, as shown on said replat of Lot One, to an angle point;

Thence N 69° 59' 28" E – 313.12 feet, across Koppe Bridge Road, Union Pacific railroad and F.M. 2154, to the southwest corner of that 0.88 acre tract conveyed to Eugene Savage (vol. 5185, pg. 77);

Thence N 45° 09' 51" E – 412.49 feet, along the southeast line of said Savage tract, to the southwest line of Royder Road;

Thence along the said southwest line of Royder Road (vol. 7088, pg. 290) as follows:

S 47° 21' 31" E – 860.95 feet, to an angle point,  
 S 47° 48' 25" E – 1815.14 feet, to an angle point, also in the northeast line of that 53.51 acre tract conveyed to College Station I.S.D. (vol. 9577, pg. 268),  
 S 47° 34' 56" E – 396.84 feet, to an angle point,  
 S 48° 30' 03" E – 273.93 feet, to an angle point,  
 S 48° 59' 26" E – 91.82 feet, to the east corner of the said I.S.D. tract in the northwest line of the Estates of Royder Ridge Phase Two (vol. 4377, pg. 205);

Thence N 42° 25' 46" E – 4.08 feet, along the northwest line of said Royder Ridge, to a corner in the southwest line of Royder Road as described by said plat of Phase Two;

Thence along the said southwest line of Royder Road, as described by plats of said Phase Two and Estates of Royder Ridge Phase One (vol. 4119, pg. 120), as follows:

S 44° 52' 49" E – 79.19 feet, to the beginning of a tangent curve to the right  
 (radius= 770.00 feet),  
 Along said curve, through a central angle of 6° 00' 26", to its point of tangency,  
 S 38° 52' 23" E – 433.04 feet, to the beginning of a tangent curve to the left  
 (radius= 830.00 feet),  
 Along said curve, through a central angle of 12° 44' 30", to its point of tangency,  
 S 51° 36' 53" E – 16.09 feet, to the beginning of a tangent curve to the right  
 (radius= 35.00 feet),  
 Along said curve, through a central angle of 93° 58' 27", to its end in the northwest line of Greens Prairie Trail and the present city limits boundary line, as described in Ordinance no. 3248;

Thence N 42° 17' 28" E – 128.79 feet, across Royder Road and along said city limits boundary line, to the south corner of that 171.043 acre Tract One conveyed to Creek Meadows Partners, L.P. (vol. 7068, pg. 220);

Thence along the southwest line of said 171.043 acre tract, also being the northeast line of Royder Road, and present city limits boundary lines as described in Ordinance no. 3056, as follows:  
N 67° 00' 43" W – 118.80 feet, to an angle point,  
N 46° 38' 16" W – 49.99 feet, to an angle point,  
N 38° 44' 04" W – 374.45 feet, to an angle point,  
N 39° 10' 07" W – 66.70 feet, to an angle point,  
N 41° 19' 48" W – 167.26 feet, to a point for corner in the southeast line of Creek Meadow Section 1B (vol. 8028, pg. 248);

Thence N 42° 30' 08" E – 13.79 feet, along said Section 1B boundary line, to a point for corner;

Thence along the said northeast line of Royder Road as described by plat of said Section 1B, as follows:

- N 47° 33' 40" W – 62.50 feet, to an angle point,
- N 48° 46' 45" W – 91.55 feet, to an angle point,
- N 48° 25' 23" W – 273.44 feet, to an angle point,
- N 47° 34' 49" W – 396.27 feet, to an angle point,
- N 47° 45' 18" W – 1012.02 feet, to a northwest line of the said Section 1B,

Thence continuing along the present city limits boundary lines but departing from Royder Road, and along the boundary of the said 171.043 acre tract and that 6.074 acre Creek Meadows Partners, L.P. tract (vol. 7135, pg. 265), as follows:

- N 42° 25' 52" E – 396.29 feet, to a point for corner,
- N 47° 34' 08" W – 555.00 feet, to a point for corner,
- N 42° 25' 52" E – 210.00 feet, to a point for corner,
- N 47° 34' 08" W – 630.00 feet, to a point for corner,
- N 42° 25' 52" E – 302.67 feet, to a point for corner,
- N 47° 34' 08" W – 209.00 feet, to a point for corner,
- N 42° 25' 52" E – 22.17 feet, to a point for corner,
- S 49° 11' 16" E – 51.62 feet, to a point for corner,
- N 40° 58' 34" E – 262.73 feet, to a point for corner,
- N 41° 42' 45" W – 100.00 feet, to an angle point,
- N 37° 25' 40" W – 97.02 feet, to an angle point,
- N 44° 11' 18" W – 201.28 feet, to a point for corner in the proposed southeast line of Greens Prairie Road,

Thence continuing along the present city limits boundary lines, also being along the southeast lines of Greens Prairie Road, as follows:

- N 43° 08' 07" E – 1234.10 feet, to a point for corner in the southwest line of Wellborn Oaks (vol. 345, pg. 635),
- N 47° 37' 33" W – 11.91 feet, to the west corner of said Wellborn Oaks,
- N 42° 39' 09" E – 614.10 feet, to an angle,

N 44° 29' 09" E – 445.87 feet, continuing along the northwest line of Wellborn Oaks and across Greens Prairie Road, to a corner of the present city limits boundary in the northeast line of Greens Prairie Road;

Thence N 48° 33' 43" W – 102.17 feet, along the present city limits boundary line as described in Ordinance no. 2132, to an angle point;

Thence N 47° 32' 16" W – 3084.16 feet, continuing along said present city limits boundary, to the Point of Beginning and containing 651.65 acres of land more or less.

SAVE and EXCEPT the following tract:

Beginning at a point in the east right-of-way line (as monumented) of F.M. 2154, at a point from where the City of College Station 1994 GPS control monument no. 134 bears S 0° 35' 24" E – 2122.5 feet.

Thence N 0° 35' 20" W – 200.32 feet, along said east line of F.M. 2154 to the beginning of a tangent curve to the right (radius= 5619.62);

Thence along said curve, through a center angle of 0° 30' 04", to a point for corner;

Thence N 87° 28' 52" E – 708.86 feet, along the north line of that 4.00 acre Tract One conveyed to David L. Whitt (vol. 6686, pg. 263), to the northeast corner of same;

Thence S 2° 38' 11" W – 250.53 feet, along the east line of the said Whitt tract, to the southeast corner of same;

Thence S 87° 29' 51" W – 694.96 feet, along the south line of the said Whitt tract, to the Point of Beginning and containing 4.02 acres of land more or less.

Leaving a net acreage for this described tract of 647.63 acres more or less.

Bearings are Texas State Plane, NAD-83 datum, based on City of College Station 1994 GPS control points and GPS observations.  
Volume and page numbers cited refer to the Brazos County public records.  
No monuments were set for this survey and found monuments are not cited.

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

See survey plat prepared with this description, dated March 2011.





**EXHIBIT 2**

**CITY OF COLLEGE STATION SERVICE PLAN  
FOR THE AREA TO BE ANNEXED  
EFFECTIVE 14 APRIL 2011**

**I. ANNEXATION AREA**

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

**Area Description** - approximately 649 acres generally bordered by Capstone Drive, I&GN Road, Koppe Bridge Road, and the existing City limits and bisected by FM 2154 (AKA Wellborn Road).

**II. INTRODUCTION**

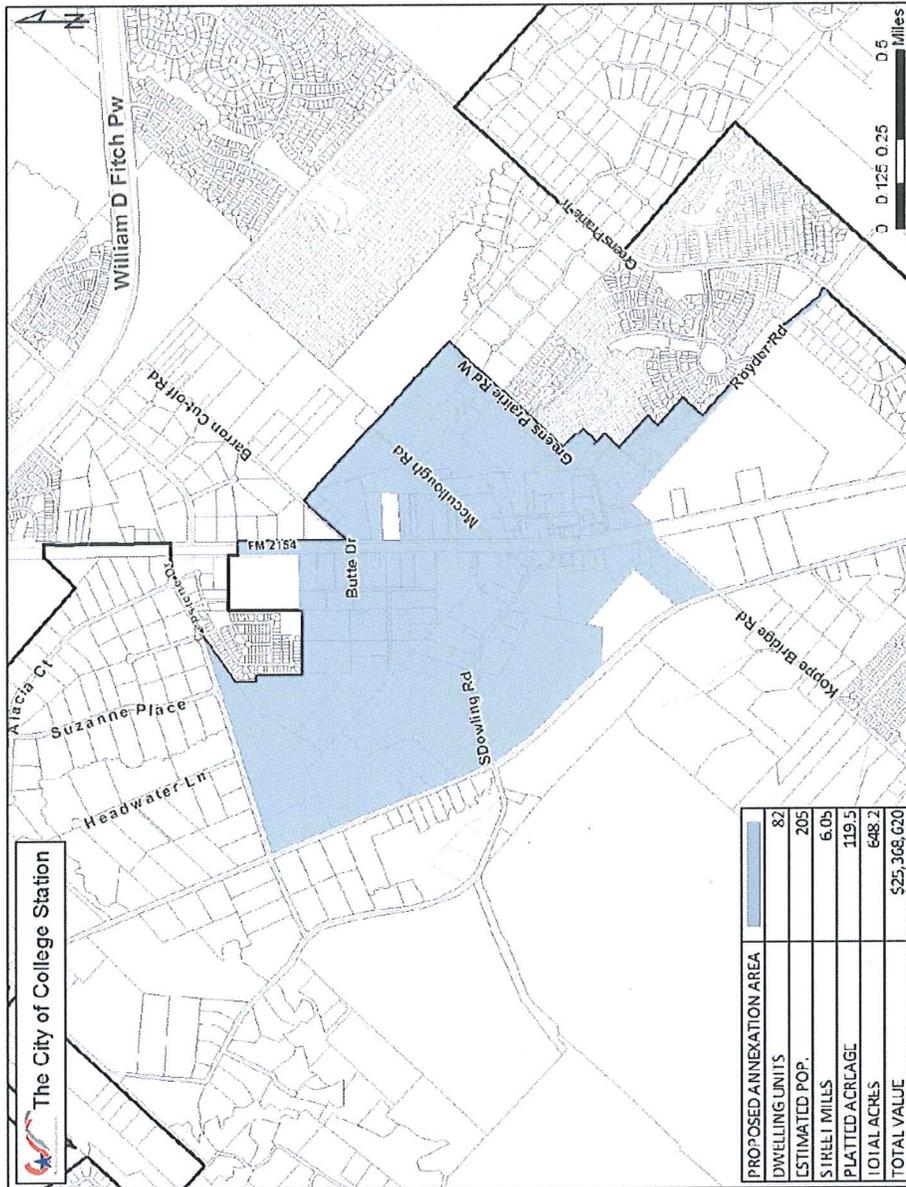
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 2008, AND VERNON SUPP. 2009, as amended from time to time). Municipal facilities and services to the annexed area described above and illustrated in Figure 1 will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

This Service Plan does not:

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

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

FIGURE 1



### III. SERVICE COMPONENTS

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

#### Immediate Services

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

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

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

#### A. Police Protection

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

#### B. Fire Protection

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

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

#### C. Emergency Medical Services

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

#### D. Solid Waste Collection

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

services of a privately-owned solid waste management service provider during the aforementioned two-year period.

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

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

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

**E. Water and Wastewater Facilities**

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

**F. Roads and Streets**

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

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

**G. Parks and Recreation Facilities**

The City of College Station is not aware of the existence of any publicly-owned parks, public playgrounds, or public swimming pools in the proposed annexation area. In the event any such

facilities exist, they will be maintained to the same degree and extent that the City maintains such parks, playgrounds and swimming pools within the current City limits.

#### **H. Other Publicly-Owned Buildings and Facilities**

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

#### **Additional Services**

##### **A. Building Permitting and Inspections**

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

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

##### **B. Planning and Development Services**

Planning and development services will be made available on the effective date of the annexation. Upon annexation, planning and development services will be provided by way of the Unified Development Ordinance and other applicable codes and standards. The College Station City Council adopted the current Comprehensive Plan in May of 2009. The Comprehensive Plan contains a Land Use Plan that designates future land uses and a growth management and capacity section designed to manage the quality and quantity of growth by matching land use intensity with planned infrastructure. Upon annexation, all properties will be zoned A-O (Agricultural Open). The City's Comprehensive Plan will be used as the basis for evaluating rezoning requests after annexation.

##### **C. Animal Control**

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

##### **D. Code Enforcement**

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

**E. Economic and Community Development**

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

**F. Recycling Collection**

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

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

**IV. WATER AND WASTEWATER SERVICE PROVISION**

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

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

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

***Water***

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

***Wastewater***

The City of College Station currently provides wastewater service to several properties within the proposed annexation area. The remaining properties within the annexation area are currently served by private on-site sewer facilities (OSSF). As discussed in Section V, Capital Improvements, owing to the type and amount of development fronting the east side of FM 2154, the City of College Station plans to provide wastewater service in that area. Properties within the annexation area that are not currently served by the City or unable to access the proposed wastewater facilities will remain on private systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

**V. CAPITAL IMPROVEMENTS**

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

**A. Police Protection (including animal control)**

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

**B. Fire Protection (including EMS)**

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

**C. Solid Waste Collection**

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

**D. Maintenance of Public Roads and Streets**

While not required by the TEXAS LOCAL GOVERNMENT CODE, as part of the Capital Improvement Plan for the proposed annexation area, the City of College Station will, within two and one-half (2-1/2) years of the effective date of annexation, provide a seal coat (two course) for the following gravel roads and streets:

- McCullough Road
- Church Street
- Madison Street
- Live Oak Street
- Royder Road

Additionally, right-of-way maintenance will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation. Any improvement and/or enlargement of roads within existing rights-of-way will be included in future capital improvement programs in compliance with the City’s thoroughfare plan and/or as needed to facilitate the maneuvering of emergency and sanitation service vehicles.

**E. Parks, Playgrounds and Swimming Pools**

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

Additional park development in the annexed areas will be addressed through the development standards and procedures of the City as residential development occurs. Such park development includes, but is not limited to, dedication of park land and/or money in lieu of land in accordance with the City of College Station Unified Development Ordinance and an existing interlocal agreement with the College Station ISD. The proposed annexation area is located in neighborhood park zones 13 and 20 and in community park zones A and B.

**F. Other Public Building and Facilities**

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

**WATER AND WASTEWATER CAPITAL IMPROVEMENTS**

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

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

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

*Water*

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

*Wastewater*

Due to the amount and nature of the development fronting the east side of FM 2154, capital improvements are necessary to provide wastewater service to this area. As part of the Capital Improvement Plan for the proposed annexation area, the City of College Station will acquire any needed easements, provide the necessary design, and construct the following:

- A 12-inch gravity main along the east side of FM 2154 with stub-outs at each parcel;
- A lift station at the intersection of FM 2154 and Greens Prairie Trail; and,
- A force main along Greens Prairie Trail

Exhibit A illustrates the proposed wastewater capital improvements. Properties within the annexation area that are not currently served by the City or unable to access the proposed wastewater facilities will continue to be served by private on-site sewer treatment systems until such time as development warrants the extension of an organized sanitary collection system.

*Capital Improvement Schedule*

Owing to the time required to secure utility easements, design the wastewater infrastructure, and perform the necessary construction, the wastewater facilities cannot be reasonably provided within two and one-half (2-1/2) years of the effective date of annexation. Therefore, the City of College Station will have the proposed work substantially completed within four and one-half (4-1/2) years as proposed by the following schedule:

- Survey work will begin within six (6) months of the effective date of annexation
- Design work will begin within one (1) year of the effective date of annexation
- Construction will begin within four (4) years of the effective date of annexation
- Construction will be substantially complete within four and one half (4-1/2) years of the effective date of annexation

The construction of the wastewater facilities described above will be accomplished in a continuous process and completed as soon as reasonably possible, consistent with generally accepted local engineering practices. However, the City does not violate the terms of this service plan if the easement acquisition, design, or construction process is interrupted for any reason by circumstances beyond the direct control of the City of College Station.

**VI. LEVEL OF SERVICES TO BE PROVIDED**

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

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

**VII. TERM**

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

**VIII. AMENDMENTS**

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

**APPENDIX**

Exhibit A

