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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, June 23, 2011 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion of minutes for June 8, 2011 Special (Orientation) Meeting and June 9, 2011 Workshop and Regular Council Meeting.

- b. Presentation, possible action, and discussion on the ratification and authorization of purchase of cement stabilized sand and cement stabilized aggregate, in accordance with LGC 252.022(a)(2) a procurement necessary to preserve the public health or safety of the municipality's residents, to Knife River Corporation (Knife River) in the amount of \$89,977.21.

- c. Presentation, possible action and discussion on the third and final reading of a non-exclusive franchise agreement with Stericycle, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.
- d. Presentation, possible action and discussion on the third and final reading of a non-exclusive franchise agreement with CCA, LLC d/b/a BCS Stop 'N Go Potties for the purpose of collecting demolition and construction debris from residential sites.
- e. Presentation, possible action and discussion to approve a Pipeline Crossing Agreement with Union Pacific Railroad for Phase II of the Wellborn Road (FM 2154) Utilities Relocation Project and a resolution for the execution of the agreement.
- f. Presentation, possible action, and discussion on the approval of a resolution to allow for the formation of an ad hoc, Lick Creek Park Nature Center Advisory Committee, to provide oversight and input into the design of the Center, its' amenities, and programming, with said committee to be disbanded upon the start of construction.
- g. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.
- h. Presentation, possible action, and discussion regarding a month-to-month renewal agreement with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and service charges not to exceed \$75,000 monthly.
- i. Presentation, possible action, and discussion to approve the amendment to the original contract with First Southwest Company and the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$125,000 for financial advisory services.
- j. Presentation, possible action, and discussion on a resolution approving a five (5) year agreement with Texas Commercial Waste for the lease of slant-top, front-end loading refuse containers for an annual estimated expenditure of \$220,278.00.
- k. Presentation, possible action, and discussion regarding a Resolution approving a real estate contract approving a bid received in response to RFP #11-89 for the sale of City property at 1124 Carolina, an affordable home.

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 to consider a Comprehensive Plan amendment to incorporate a Wastewater Master Plan.
2. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the City of College Station Comprehensive Plan by adopting the Eastgate Neighborhood Plan and the associated Community Character and Future Land Use Map, Thoroughfare Plan, and Bicycle, Pedestrian, and Greenways Master Plan Map amendments.
3. Public Hearing, presentation, possible action, and discussion regarding an amendment to Section 9.2, Nonconforming Uses, and Section 9.4, Nonconforming Lots, of the Unified Development Ordinance.
4. Public Hearing, presentation, possible action, and discussion on a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$167,000.00 for the professional engineering services related to the design of the Bird Pond Road Project.
5. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to pay for a portion of the features included in the University Drive Pedestrian Safety Project. The amount of this AFA is \$274,540.
6. Presentation, possible action, and discussion on an amendment to the ordinance that created the Sunset Advisory Commission and appointments.
7. 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, June 23, 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 20th day of June, 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 . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 20, 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: _____

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

June 23, 2011
City Council 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 June 8, 2011 Special (Orientation) Meeting, June 9, 2011 Workshop and Regular Council Meeting, and June 16, 2011 Special Meeting.

Attachments:

- June 8, 2011 Special Minutes
- June 9, 2011 Workshop Minutes
- June 9, 2011 Regular Minutes
- June 16, 2011 Special Minutes

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 8, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanch Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Carla Robinson, City Attorney
Mary Ann Powell, Assistant 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 8:44 a.m. on Wednesday, June 8, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Welcome by City Manager, David Neeley.

David Neeley, City Manager, welcomed the Council and expressed his appreciation for their attendance.

3. Presentation and discussion on Open Meetings and Conflict of Interest by City Attorney, Carla Robinson.

Carla Robinson, City Attorney, provided an analysis of the Conflict of Interest laws. An affidavit must be filed with the City Secretary prior to the meeting, and the affected

Councilmember must remove himself from the dais and the meeting room for the duration of the discussion.

Ms. Robinson advised the Council to not talk about what goes on in Executive Session. It may or may not be a criminal violation, but a lot of what is discussed is attorney-client privilege, which could be waived if it is discussed outside Executive Session. It is also a matter of trust within the group. In 2005 we entered into an agreed judgment that we would tape record our Executive Session so we do not prepare a certified agenda. The Council then viewed the Open Meetings training video from the Attorney General.

4. Presentation and discussion on Understanding the Roles of the Council-Manager Form of Government, Policy Development, and City Council/Staff Relations by City Manager, David Neeley.

David Neeley, City Manager, provided an overview of the role of the Council-Manager Form of Government. The system has been around since 1914 and combines political leadership with professional management. The Council serves as the policy makers and the City Manager oversees the operations. The role of the City Manager is to provide leadership to staff and implement Council directives. The City Manager also provides policy recommendations to the Council and prepares and administers the City's annual budget. The Council and Mayor serve as a non-partisan legislative body, developing the City's long-term strategic plan and establishing policies that affect the overall operations. The City Council provides policy direction, and the City Manager administers the execution of Council policies and directives. Both must be responsive and adaptive to the citizens' needs. He emphasized that the City Manager must listen to *one collective* voice from the Council. As for the relationship between Council and staff, Article III, Section 24 of the Charter states, "...the City Council and its members shall deal with the administrative service solely through the City Manager." This is not meant to stifle discussion between the Council and City departments.

5. Presentation and discussion on Open Records and Public Information, Council Agenda Process, Parliamentary Procedure, and the Council Relations Policy and Code of Ethics by City Secretary, Sherry Mashburn.

Sherry Mashburn, City Secretary, provided the Council with a notebook containing the Public Information Administrative Policy/Procedure, Council Meeting Procedures, Parliamentary Procedure, and the Council Relations Policy and Code of Ethics. A brief overview was also provided. Information on upcoming seminars for newly elected City officials was given.

6. Presentation and discussion on the Budget Policy and Process by Chief Financial Officer, Jeff Kersten.

Jeff Kersten, Chief Financial Officer, explained the statement of purpose for the City is to enable the City to achieve a long-term stable and positive financial condition. The operating budget must be a balanced budget, which means current revenues must be greater or equal to current expenditures. The budget process is coordinated so as to identify major policy issues for the City Council. Other policies include capital budget and program, capital maintenance and

replacement, and accounting, auditing and financial reporting. Assess management, debt management, and financial conditions, reserves, and stability ratios are other policies, as well. Mr. Kersten also provided a brief overview of purchasing policies and procedures. Purchasing decisions are based on economic and business merit. We have executed interlocal cooperative purchasing agreements with TAMU, City of Bryan, Brazos County, State of Texas, etc.

7. Presentation and discussion on Communications and Handling Media Inquiries by Public Communications Director, Jay Socol.

Jay Socol, Director of Communications, reported his department handles communications, media, crisis management, etc. He stressed that the Council collectively and individually, the staff, City programs, are the brand for College Station. The Council are the cheerleaders for the City. They have various venues to get their message across. The focus has shifted to “You care, listen and respond”. The City is also being smart and strategic in addressing controversial or negative items on the agenda. Mr. Socol demonstrated some of the ways the City utilizes social media.

8. Presentation, possible action, and discussion on an amendment to the ordinance that created the Sunset Advisory Commission, and appointing three Councilmembers to the Sunset Advisory Commission.

This item was not discussed.

9. Executive Session

There was no Executive Session.

9. Adjournment

MOTION: There being no further business, Mayor Pro Tem Ruesink adjourned the Special Meeting of the College Station City Council at 1:33 p.m. on Wednesday, June 8, 2011. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 9, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Mary Ann Powell, Assistant City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

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 3:06 p.m. on Thursday, June 9, 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.

No items were discussed.

2. Presentation, possible action, and discussion regarding the City's community development activities.

David Gwin, Director of Economic Development, provided an overview of the CDBG and HOME. These are funded by the U.S. Department of Housing & Urban Development; the CDBG since 1975 and HOME since 1992. One of three national objectives must be met: 1) benefits low/moderate income; 2) elimination of slum and blight; and 3) meet an urgent need.

The CDBG is used for a variety of community development activities, but HOME can only be used for affordable housing. Current programming parameters include: leverage resources; strive for cost neutral programming; create sustainable revenue sources; value-added programming; and equity component for customers. The bulk of CDBG funding is for non-housing programs such as public facility/infrastructure improvements, public service agencies, and administration. Per federal guidelines, we are allowed to spend up to 20% of the grant to operate the grant, and 15% can be used for public service agencies. Housing activities include: owner-occupied rehab; down-payment assistance; tenant-based rental assistance; community housing development organizations; leveraged housing development; and support of non-profit affordable housing partners.

For FY12, CDBG has a proposed budget for \$1,029,323 and \$631,763 is budgeted for HOME. In October 2010, staff received Council direction to work with non-profit partners to support affordable housing using HOME funds.

Under the Habitat for Humanity program, the sales price is below the appraised value and serves clients earning below 50% AMI. He requested direction for:

- 1) Begin to reimburse Habitat for land/lot acquisition?
- 2) Begin to reimburse Habitat for construction costs?
- 3) Continue to use DAP to lower client's monthly payment?

Under the CHDO program homes are sold at the appraisal value and serve clients earning 50-80% AMI. Proceeds must be used in College Station for HOME eligible activities, and they must receive at least 15% of the HOME grant. He requested direction for:

- 1) Continue to reimburse CHDOs for land acquisition and construction costs?
- 2) Continue to use DAP to lower client's monthly payment?

Staff would like to go forward with another senior housing project utilizing a for-profit affordable housing partner. The Leveraged Housing Development Program may include new development or substantial rehabilitation of single or multi-family units. HOME funds would be provided through long-term, low-interest loans. He requested direction for:

- 1) Issue a new Request for Proposal for a senior housing development?

Council direction was to continue working with Habitat for Humanity and to go forward with an RFP for another senior housing project. Direction was also given to provide 15% of the HOME grant to the CHDO program.

3. Presentation, possible action, and discussion regarding the Eastgate Neighborhood Plan.

Bob Cowell, Director of Planning and Development, provided he Council with the draft Eastgate Neighborhood Plan for their review.

Jason Schubert, Senior Planner, explained that a Neighborhood Plan aids in the implementation of the Comprehensive Plan. It provides an in-depth analysis of a smaller area. It is action oriented and typically has a shorter implementation period of five to seven years. The Eastgate Neighborhood is one of the oldest neighborhoods in the city with seventeen miles of streets and

2,700 residents. Public input was obtained through various kinds of neighborhood meetings. A committee of area residents (Neighborhood Resource Team) provided feedback and direction to the plan. Input was also received via web and meeting-based surveys. Components of the plan include community character, neighborhood integrity, mobility, sustainability, and implementation. Public hearings will be held June 16 and 23.

4. Presentation, possible action, and discussion of a proposed first amendment to the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc.

Samantha Best, BVSWMMA Operations Manager, presented the amendment to the Solid Wastes Facilities Operation Agreement. Rate Schedule (section 5.12) currently establishes a formula for determining the Cities landfill disposal rate charges and does not consider revenue generated by non-City sources. Proposed changes to section 5.12 allow the Agency the ability to consider the revenues received from non-City sources when determining the rates charged to the Cities. Section 5.10 (b) currently requires the unanimous consent of the City of College Station and the City of Bryan for approval of any discounted or free use of facilities by any person for any reason. The proposed changes to this section allows the Agency Board to approve discounted charges for the use of the facilities. Cities would maintain control of the approval process through representation on BVSWMMA, Inc. Board, and any discounted charge would not be lower than the current rate paid by the Cities. Another revision allows the agency the ability to offer an occasional no-charge service in support of community cleanup events and other similar functions that serve for the betterment of the community.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to approve the first amendment to the Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc. The motion carried unanimously.

5. Presentation, possible action, and discussion of a proposed Rate Schedule for the Brazos Valley Solid Waste Management Agency, Inc.

Samantha Best, BVSWMMA Operations Manager, reported that the Rock Prairie Landfill rates will remain unchanged through closure of this facility. The proposed City rate at Twin Oaks Landfill is unchanged from the Rock Prairie Landfill rate, and the current Rock Prairie Landfill solid waste rates were established in 2005/2006. The proposed Twin Oaks Landfill gate rate is below average for the region, and they are proposing a 6.7% increase in the gate rate.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve the Rate Schedule for the Brazos Valley Solid Waste Management Agency, Inc. The motion carried unanimously.

6. Council Calendar

- **June 16 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**
- **June 20 IGC Meeting at BVCOG at 12:00 p.m.**

- June 23 City Council Workshop/Regular Meeting at 3:00 p.m. & 7:00 p.m.
- June 24 Twin Oaks Landfill Grand Opening at Twin Oaks Landfill at 11:30 a.m.

There was no discussion on the calendar.

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 Fields wants to see an item on how the HOME grants affect neighborhoods and neighborhood integrity. Staff will provide a report.

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, BWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments.

Mayor Berry reported on the COG meeting and the regional organizational meeting with Representative Flores reporting on the debt ceiling.

Councilmember Lyles reported on the Arts Council meeting and said there are exciting things going on. They are preparing their budget request for the City.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Deliberation Regarding Real Property, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 5:08 p.m. on Thursday, June 8, 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
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Ongoing criminal investigation of municipal court missing funds

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

- Legal issues regarding the interlocal agreement related to the bio-corridor.

C. Deliberation Regarding Real Property; to wit:

- 701 University Drive
- Holleman Tract - which includes 204, 206, 208, 210, 212, 214, 216, 218 and 220 Holleman

D. Deliberation Regarding Economic Incentive Negotiations; to wit:

- Blinn College

The Executive Session adjourned at 7:01 p.m. on Thursday, June 8, 2011.

No action was required from Executive Session.

10. Adjournment

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adjourn the workshop of the College Station City Council at 9:55 p.m. on Thursday, June 8, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
June 9, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Mary Ann Powell, Assistant City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:10 p.m. on Thursday, June 9, 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.

• **Citizen Comments**

Don McLeroy, 9277 Brookwater Circle, spoke about the down payment assistance program and stated that it is economically unsound. The City doesn't have the same strict standards as a private lender and will make riskier loans. Making more bad loans will hurt the community. This encourages people to buy a house they cannot afford. The program also hurts the neighborhood where the home is purchased. When a person doesn't make a substantial down payment they do not have the incentive to maintain it as it should be, and it is easier for them to walk away. A man with good credit has to compete with the man with poor credit. He stated

that the money for this program comes from excess money from utilities. This excess money should be spent on utilities.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for May 26, 2011 Workshop and Regular Council Meeting.

2b. Presentation, possible action, and discussion regarding the approval of an agreement with Wellborn SUD to disconnect service for non-payment issues.

2c. Presentation, possible action, and discussion regarding Resolution 06-09-11-2c, approving a conveyance agreement to transfer ownership of 6810 Appomattox, an undeveloped property, to Brazos Valley Community Action Agency.

2d. Presentation, possible action, and discussion regarding Resolution 06-09-11-2d, approving a conveyance agreement to transfer ownership of 1123 Phoenix, a vacant property, to Bryan/College Station Habitat for Humanity.

2e. Presentation, possible action, and discussion regarding approval of “Resolution 06-09-11-2e, Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” for expenditures related to Electric Utility Capital projects.

2f. Presentation, possible action, and discussion regarding approval of Resolution 06-09-11-2f, authorizing City staff to negotiate for the purchase of public access easements needed for the Lincoln Avenue Sidewalk Project.

2g. Presentation, possible action, and discussion regarding award of bid #11-69 to Knife River to provide a six month agreement for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$600,000 (\$60.00 per ton).

2h. Presentation, possible action and discussion on the second reading of a non-exclusive franchise agreement with Stericycle, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.

2i. Presentation, possible action and discussion on the second reading of a non-exclusive franchise agreement with CCA, LLC d/b/a BCS Stop ‘N Go Potties for the purpose of collecting demolition and construction debris from residential sites.

2j. Presentation, possible action, and discussion on Resolution 06-09-11-2j, for the application and acceptance of a U.S. Department of Justice, 2011 COPS Hiring Recovery Program (CHRP) Grant.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, 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 approving Ordinance 2011-3349, vacating and abandoning a 0.445 acre, 20-foot wide sanitary sewer easement, which is located on a 0.54 and a 26.12 acre tract as described by a deed to Emerald Ridge Estates, Ltd. recorded in Volume 8843, Page 107 & 110 of the Deed Records of Brazos County, Texas, as well as a 4,651 square foot, 20-foot wide sanitary sewer easement, which is located on an 18.45 acre tract as described by a deed to Emerald Ridge Estates, Ltd. recorded in Volume 8337, Page 36 of the Deed Records of Brazos County, Texas.

At approximately 7:19 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:19 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3349, vacating and abandoning a 0.445 acre, 20-foot wide sanitary sewer easement, which is located on a 0.54 and a 26.12 acre tract as described by a deed to Emerald Ridge Estates, Ltd. recorded in Volume 8843, Page 107 & 110 of the Deed Records of Brazos County, Texas, as well as a 4,651 square foot, 20-foot wide sanitary sewer easement, which is located on an 18.45 acre tract as described by a deed to Emerald Ridge Estates, Ltd. recorded in Volume 8337, Page 36 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3350, 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 108.88 acres located at 3100 Haupt Road from A-O Agricultural Open to PDD Planned Development District.

Councilmember Schultz recused herself from the dais due to a conflict of interest.

At approximately 7:36 p.m. Mayor Berry opened the Public Hearing.

Heath Phillips, 2440 Stone Castle, stated that they had worked with staff to create something innovative. The current Barracks townhomes will continue to be built out. The more intense use will be closer to the commercial tracts and will act as a buffer to the single family. Instead of one large park, they decided on a central park with pod parks distributed throughout. Two pod parks along Deacon might have gazebos with picnic tables and barbecue pits. Others may be utilized as dog parks, sand volleyball, washers, etc. They are also proposing a cable wakeboarding park, which is wakeboarding without a boat. It is electrically and air driven and not noisy. It is designed for all ages; 75% of participants are 18-30 years of age. It is a growing sport, with several parks open in Texas. There will be a sports shop and equipment can be rented. There will also be a grill onsite for spectators while having lunch. Sand beach is planned so people can cool off and get into the water to cool off. There has been some concern expressed from the neighbor to the north. He says the park is too intense a commercial use for a suburban

area. He has done multiple traffic impact analyses and met with staff, and this is a similar use to driving ranges. Only five to six people can do it at a time. On a busy day, they can expect to have 150 participants. Mr. Barger feels this will devalue his property, but lakeview lots are highly desirable. The lots surrounding the park will be premium lots. To be a good neighbor they have gone above UDO requirements with an earthen berm and a landscaping barrier. This will be more attractive and appealing than a concrete wall.

John Barger, 8023 Vantage Dr. #840, San Antonio, spoke in opposition to the project. His property was acquired in 1954 and has been in the family since then. He objects to the wakeboard park being adjacent to his property. He showed video clips on various wakeboard parks to demonstrate the background music and crowds, porta-potties, and live band performances. This is a general adult entertainment venue. Personal watercraft is also sometimes allowed. The videos also showed the night effect. This is an inappropriate use in a suburban area.

Chuck Ellison, 302 Holleman, attorney for John Barger, stated that he traditionally advocates for land use, but in this case he believes this is inappropriate in a general suburban area. The area is currently zoned for higher density residential, office use and high commercial use. The wakeboard park is 11 acres, seven times larger than the Wolf Pen Creek amphitheater. This is more of a destination amusement park. If it is to be nestled in a neighborhood, then put it in the middle of the Barracks development where the adverse impacts will not affect adjacent properties. The Council has viewed the video of what they can become, and according to existing regulations, these are allowed in C-1 and C-2 if they are 300' away. The skatepark is 300' and across a major road from the nearest residence. The ordinance requires a buffer. He demonstrated the height of the wall and distance of the buffer. He stated they don't have enough information on what it is going to be and the impacts it will have. This is the first time the City has had to deal with this, and the ordinances do not address this intense commercial amusement in a neighborhood. The comprehensive plan goes to great length to protect existing and future neighborhoods. The noise from crowds, music, and food odors are common in wakeboard parks. He encouraged the Council to consider approval of the re-zoning without the wakeboard park and with the conditions set forth by the Planning and Zoning Commission.

Marty Cangelose, 9305 Lake Forest Court, stated that he doesn't see any reason why this would affect the value of the residential tract. This whole layout is a mixed-use development. This is primarily student housing. If the park was proposed next to Pebble Creek, that would be different. There is no evidence, no data, to support that the property would be devalued. The property is not conducive to a residential development anyway. As an appraiser, he looks at the highest and best use. Based on the mixed-use here, single-family, the park, and townhomes are legally permissible.

Wallace Phillips, 4309 Valencia, stated he has been an area developer for eleven years and a homebuilder for twenty, and he has done unique developments. Mr. Barger is concerned about inappropriate use or loud noises. Mr. Phillips has spent a year doing his homework, done three TIA's, and has staff and Planning and Zoning support. This is not an amusement park. It is equal to a driving range. If it devalues or hurts the sale of his development, it will be removed. He guarantees it will help sell lots. This will generate 150 trips per day.

Kent Laza, 13858 Apricot Glen, engineer for the project, clarified that the park cannot be placed in the center; it must be placed at the lowest end. The berm has to be there to build the detention pond in order to hold the water. An earthen berm is an acceptable alternative to a masonry wall. They have done several TIA's on the facilities. The ski park will generate will 359 trips per day. Using the same eleven acres, then the number goes to 456 for commercial use, 558 for townhomes, and 574 for single-family detached. It will be less intense in terms of traffic generated. Planning and Zoning had three conditions: 1) put in a buffer wall behind the commercial tract; 2) construct a road from Holleman; and 3) adjust the length of certain blocks. Planning and Zoning was also concerned with access to the Turner tract and asked for a projection. He showed a couple of options they are looking at.

Jesse Duroen, 4010 Sunny Meadow Brook, supports the PDD request. He stated that he is impressed with staff's professionalism, foresight and common sense approach. Developing large tracts present opportunities and challenges for developers. The developer must be proactive in development and use. Refinement of city recommend land uses through a PDD is acceptable. Combining that with the comprehensive plan works well. The proposal PDD represents a well thought through, honest attempt. This is an opportunity to create an active, vibrant age-targeted community. The uses are appropriate in a general suburban area. Immediately nearby are urban areas, and this is a transitional development.

There being no further comments, the Public Hearing was closed at 9:07 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Ruesink, amending the Concept Plan, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz having recused herself, to adopt Ordinance 2011-3350, 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 108.88 acres located at 3100 Haupt Road from A-O Agricultural Open to PDD Planned Development District, with the meritorious modifications recommended by Planning and Zoning, including the street projections to the Turner tract, and as amended by Councilmember Brick, seconded by Mayor Berry to remove from the PDD Exhibit D, 1D from the Concept Plan notes and section 5 in its entirety with the exception of "E". The motion carried.

3. Adjournment.

There being no further business, the Mayor adjourned the Regular Meeting of the City Council at 9:50 p.m. on Thursday, June 8, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mash burn, City Secretary

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 16, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields, arrived after roll call
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink, absent

City Staff:

David Neeley, 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 4:11 p.m. on Thursday, June 16, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at ____ p.m. on Thursday, June 16, 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
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al

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

- Legal Issues regarding the interlocal agreement to the bio-corridor

C. Deliberation on Personnel; to wit:

- City Manager

The Executive Session adjourned at approximately 5:53 p.m. on Thursday, June 16, 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 5:54 p.m. on Thursday, June 16, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

June 23, 2011
Consent Agenda Item No. 2b
Ratification of Purchase of Cement Stabilized Sand
and Cement Stabilized Aggregate

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on the ratification and authorization of purchase of cement stabilized sand and cement stabilized aggregate, in accordance with LGC 252.022(a)(2) a procurement necessary to preserve the public health or safety of the municipality's residents, to Knife River Corporation (Knife River) in the amount of \$92,383.01.

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

Recommendation(s): Staff recommends that Council approve the ratification of invoices for cement stabilized sand and cement stabilized aggregate already paid in the amount of \$58,630.25, and authorize payment of pending invoices in the amount of \$33,752.76.

Summary: This is a request for ratification of payments to Knife River in the amount of \$58,630.25 and authorization to pay \$33,752.76 for cement stabilized sand and cement stabilized aggregate used to make repairs to utility cuts in city streets, repair roadway base failures, and replace base material as streets are being rehabilitated. The cost of the material ordered exceeds the limit that staff can spend without City Council approval. These roadway repairs were necessary to make the streets and sidewalks safe.

The Local Government Code section 252.022(a)(2) provides an exemption to allow the work to proceed without Council approval if the work required is needed to "preserve or protect the public health or safety of the municipality's residents". Repairs to the pavement, curb and gutter, and sidewalks are important to eliminate road hazards, trip hazards and to facilitate storm water flow in the City of College Station.

Staff is currently working to develop specifications so this commodity can be publically bid and a blanket purchase order issued to prevent this oversight from occurring in the future.

Budget & Financial Summary: Funds are budgeted and available in the street maintenance budget.

Attachments: None

June 23, 2011
Consent Agenda Item No. 2c
Medical Waste Hauling Franchise
with Stericycle, Inc.

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the third and final reading of a non-exclusive franchise agreement with Stericycle, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.

Recommendation(s): Staff recommends approval.

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

This proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling, and disposal of treated and untreated medical waste from various health care facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized in 2005 because untreated medical waste cannot be depositing in any BVSWMA landfill. Staff maintains that continuing this practice is the most cost-effective way to offer this service to our community.

The Council unanimously approved a five (5) year agreement with BCS Stop 'N Go Potties in August 2005 that has since expired.

Budget & Financial Summary: The franchisee agrees and shall pay to the City five percent (5%) of the franchisee's monthly gross delivery and hauling revenues generated from the collection services provided for in the Franchise Agreement.

Attachments:

1. Franchise Ordinance is on file with the City Secretary

June 23, 2011
Consent Agenda Item No. 2d
Demolition and Construction Debris Franchise Agreement
with BCS Stop 'N Go Potties

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the third and final reading of a non-exclusive franchise agreement with CCA, LLC d/b/a BCS Stop 'N Go Potties for the purpose of collecting demolition and construction debris from residential sites.

Recommendation(s): Staff recommends approval.

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

This proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling and disposal services for residential construction debris generated within the corporate limits of the City of College Station in a solid waste industry containers.

The Council unanimously approved a five (5) year agreement with BCS Stop 'N Go Potties in June 2005 that has since expired.

Budget & Financial Summary: The franchisee agrees and shall pay to the City five percent (5%) of the franchisee's monthly gross delivery and hauling revenues generated from the collection services provided for in the Franchise Agreement.

Attachments:

1. Franchise Ordinance is on file with the City Secretary

June 23, 2011
Consent Agenda Item 2e
Pipeline Crossing Agreement with UPRR for the
Wellborn Road (FM 2154) Utilities Relocation Phase II

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action and discussion to approve a Pipeline Crossing Agreement with Union Pacific Railroad for Phase II of the Wellborn Road (FM 2154) Utilities Relocation Project and a resolution for the execution of the agreement.

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

Recommendation(s): Staff recommends approval of the Pipeline Crossing Agreement and resolution.

Summary: The Wellborn Road Utilities Relocation Project was necessitated by the Wellborn Road Widening project and includes the relocation of a City of College Station water line along Wellborn Road from FM 2818 to Graham Road. The relocation of the water line from FM 2818 to North Graham Road was completed prior to the commencement of the Wellborn Road Widening construction project. The second phase of the project, which will relocate the waterline from North Graham Road to Graham Road, was delayed due to a lengthy negotiation for an easement on the west side of the Union Pacific Railroad. The required easement was secured in 2010 and final design on Phase II of the water line relocation began.

Phase II of this project includes a railroad crossing near Graham Road. A permit is required to bore under the Union Pacific Railroad property to complete the installation of the water distribution line and fiber optic conduit. The permit to cross the railroad ROW requires a one-time fee of \$4,000.00.

Budget & Financial Summary: The current budget for the water utility relocation associated with the Wellborn Road widening is \$4,850,194. The total expended or encumbered to date is \$3,680,000, leaving a balance of \$1,170,194 for completion of the project.

The City is eligible for reimbursement by TxDOT for 95.6% of construction costs since the waterline was located in a dedicated easement adjacent to Wellborn Road. The other 4.4% of the project cost is considered "betterment" for upsizing the line from a 16" to 24" line and will be the responsibility of the City. The City has been reimbursed a portion of eligible expenditures to date and will be reimbursed the balance of the eligible expenditures upon completion of the project. The reimbursed funds will remain in the Water Capital Improvements Project Fund for use on other Water Capital Projects.

Attachments:

1. Resolution
2. Pipeline Crossing Agreement – On file in City Secretary's Office
3. Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY AND GRANTING THE MAYOR SIGNATURE AUTHORITY FOR THE EXECUTION OF THE DOCUMENT FOR THE WELLBORN ROAD UTILITIES RELOCATION PHASE II PROJECT.

WHEREAS, the City Council of the City of College Station, Texas, supports the execution of the Pipeline Crossing Agreement with Union Pacific Railroad Company; 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 Pipeline Crossing Agreement with Union Pacific Railroad Company.
- PART 2: That the City Council hereby approves the Mayor signing the Pipeline Crossing Agreement with Union Pacific Railroad Company.
- PART 3: That the City Council hereby agrees to pay a one-time license fee to the railroad in the amount of Four Thousand Dollars and no/100 (\$4,000.00).
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 23 day of June, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

FM 2154 Utilities Relocation Phase II



1 inch = 500 feet

June 23, 2011
Consent Agenda Item No. 2f
Approval of a Resolution Forming a
Lick Creek Park Nature Center Advisory Committee

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion on the approval of a resolution to allow for the formation of an ad hoc, Lick Creek Park Nature Center Advisory Committee, to provide oversight and input into the design of the Center, its' amenities, and programming, with said committee to be disbanded upon the start of construction.

Recommendation(s): Staff is asking for the approval of a resolution allowing for the formation of a Lick Creek Park Nature Center Advisory Committee. The committee would be made up of one City Council member, two Parks and Recreation Advisory Board members, one Planning & Zoning Commissioner, two College Station Independent School District representatives, two Texas A&M University representatives, and three citizens from the community, for a total of eleven persons. The scope of the committee would be to assist staff with input regarding design features, center amenities, facility programming, and participation in a design charette process. Once the construction on the facility begins, the committee would be disbanded.

Summary: Lick Creek Park, a 515-acre regional nature park located in southeast College Station, was acquired in 1987, with a Master Plan for the park approved by City Council in February of 1998. With several miles of nature trails, the park became an excellent location for bird watching, equestrian activities and nature study. In 2008, the City of College Station held a Bond Election and as part of that election, citizens approved \$2,500,000 for the design and construction of a nature center to be built in this park. Council has given approval for staff to move forward with the design of this nature center. Once completed, this center could be used by schools and individuals alike.

Budget & Financial Summary: The budget for the Nature Center is \$2,495,000 from 2008 General Obligation Bonds. The Council has approved \$100,000 for the project planning phase; however this committee requires no funding.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE FORMATION OF A LICK CREEK PARK NATURE CENTER ADVISORY COMMITTEE.

WHEREAS, the City of College Station wishes to form a Lick Creek Park Nature Center Advisory Committee; now, therefore,

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

PART 1: That the duties and responsibilities of the Lick Creek Park Nature Center Advisory Committee shall include:

- (a) providing input regarding design features for the Center;
- (b) provide input on Center amenities;
- (c) provide input on future facility programming; and,
- (d) participate in the design charette process.

PART 2: That the Lick Creek Park Nature Center Advisory Committee shall consist of one City Council member, two Parks and Recreation Advisory Board members, one Planning & Zoning Commissioner, two College Station Independent School District representatives, two Texas A&M University representatives, and three citizens from the community, for a total of eleven (11) members. The initial appointments shall be made by the City Council. Terms shall last for the duration of the planning and design period of the Center.

PART 3: That the Committee shall disband once construction on the facility begins.

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

June 23, 2011
Consent Agenda Item No. 2g
Authorization to Disburse Grant Funding to Reynolds and Reynolds, Inc.

To: David Neeley, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion and possible action authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.

Relationship to Strategic Goals: Goal III.1 Promote knowledge-based business; Goal III.3 Expand and retain existing businesses; Goal III.11 Utilize RVP and existing partnerships

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of a \$45,000 payment to Reynolds and Reynolds, Inc. for performance in 2010.

Summary: On, December 14, 2006 the City Council unanimously approved an Economic Development Agreement with Reynolds and Reynolds, Inc. to provide Retention and Expansion and Payroll Grants for economic performance at their 200 Quality Circle campus in the College Station Business Center. The term of this agreement is ten (10) years and the total maximum amount of all applicable grants is \$550,000. This payment represents the fourth annual disbursement; Reynolds and Reynolds previously received \$45,000 for both 2007 and 2008 as well as \$40,000 for 2009 performance.

The Retention and Expansion component of the existing Agreement requires Reynolds and Reynolds to maintain real and personal property of at least \$24 million and maintain an annual payroll of \$18 million. As a performance incentive, the Agreement provides for Reynolds and Reynolds to receive a Retention and Expansion Grant in an amount of \$30,000 and a Payroll Grant of \$5,000 for each \$1 million increment in additional payroll over the \$18 million base.

Based on the Statement of Compliance as recently submitted by Reynolds and Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$25,178,610 and, as such, is eligible for a Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$21,354,803.17 and, as such, is eligible for a combined Payroll Grant of \$15,000.

Budget & Financial Summary: Funding in the amount of \$45,000 is budgeted and available in the City's Economic Development Fund.

Attachments:

Attachment 1: 2010 Statement of Compliance – Reynolds & Reynolds, Inc.



May 30, 2011

Mayor Nancy Berry
City of College Station
Post Office Box 9960
College Station, Texas 77842

RE: 2010 Economic Development Agreement Performance

Dear Mayor Nancy Berry:

In accordance with Article IV §(1), (2), (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007 between the City of College Station, Brazos County, Research Valley Partnership and Reynolds & Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2009 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. William W. Matteson, CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$16,423,480 and Personal Property valuation of \$8,755,130 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant, in the amount of \$30,000.

Further, per the attached documentation as provided by Mr. William W. Matteson, our CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$21,354,803.17 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$15,000.

I, the undersigned, being an authorized representative of Reynolds & Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2010 payment of \$45,000 from the City of College Station, Texas.

200 Quality Circle Dr.
College Station, Texas 77845-4468
979.595.2600
fax 979.595.2624
www.reyrey.com

Carlan M. Cooper
Signature of Contract Signee

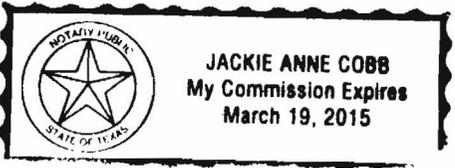
Carlan M. Cooper
Senior Vice President
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Carlan Cooper signed the
above statement in my presence on 5-12, 2011.

Jackie Cobb
Notary Public

Seal:



RECEIVED AND REVIEWED

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2010, payment of \$45,000 from the City of College Station, Texas.

Bob Malaise
Signature

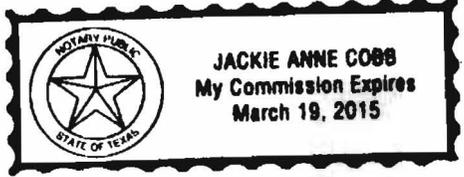
VP of Economic Development Services
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the
above statement in my presence on June 2, 2011

Jackie Cobb
Notary Public

Seal:



June 23, 2011
Consent Agenda Item No. 2h
Electronic Credit Card Processing and Merchant Account Services

To: David Neeley, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding a month-to-month renewal agreement with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and service charges not to exceed \$75,000 monthly.

Recommendation(s): Staff recommends approval of a month-to-month renewal agreement with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and service charges not to exceed \$75,000 monthly.

Summary: In May 2002, Utility Billing began accepting credit cards for utility payments. Since that time, Council has approved Municipal Court, Police, Parks, Accounting, Planning & Development and BVSWMA to accept credit card payments as well. We accept Visa, Mastercard and Discover. In January 2011, staff made a presentation to Council on the increased use of credit cards and thus the rising cost of credit card processing. Council directed staff to look at convenience fee options which we have implemented at Municipal Court resulting in approximately \$14,500 revenue to date. Council also directed staff to eliminate the option to pay for hotel motel tax payments with credit cards which went into effect May 15, 2011. Our current contract with PPI was for an initial three (3) year term ending June 12, 2011 with two (2) one year options for renewal. At this time, staff does not recommend exercising the annual renewal option and instead staff recommends issuing a new request for proposal. This month-to-month renewal will continue until such time as we can bring a new proposed contract to Council in the near future.

Budget & Financial Summary: Banking and service fees for accepting credit cards are absorbed within each department that is taking them except as noted above. Following are the gross receipts/sales and corresponding fees by department for fiscal year 2010 – October 1, 2009 – September 30, 2010:

	Gross Receipts	Fees
Utility Billing	\$32,392,093	\$447,439
Municipal Court	\$ 3,105,702	\$ 48,957
Police	\$ 171,868	\$ 5,576
Parks	\$ 835,965	\$ 16,690
Acct	\$ 837,747	\$ 34,203
Planning/Dev	\$ 317,441	\$ 7,776
Rental Registration	\$ 2,693	\$ 571
Northgate (Garage)	\$ 444,932	\$ 34,879
Northgate (Meters)	\$ 85,902	\$ 14,932

Attachments:

1. Month-to-Month Renewal Agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 08-092 (RFP No. 06-104), for Merchant Banking Services and Payment Processing in accordance with all terms and conditions previously agreed to and accepted beginning June 13, 2011 and continuing month-to-month until a new contract is awarded. Fees may not exceed Seventy Five Thousand Dollars and NO/100 (\$75,000.00) in any given month.

Payment Processing Inc.
ATTN: Jeffry Dorman
8200 Central Avenue
Newark, CA 94560



Authorized Signature

5/1/11

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

June 23, 2011
Consent Agenda Item No. 2i
Financial Advisory Consulting Services

To: David Neeley, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion to approve the amendment to the original contract with First Southwest Company and the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$125,000 for financial advisory services.

Recommendation(s): Staff recommends approval of the contract amendment and renewal.

Summary: The City Council approved the original contract in June 2009. A contract amendment in June 2010 lowered the “not to exceed” amount of the contract from \$250,000 to \$125,000.

The proposed renewal is for \$125,000. This renewal is the second of two renewal options. The City has utilized First Southwest Company since 1996 for financial advisor services.

First Southwest Company assist the City in issuing debt, refunding debt, assists in establishing timelines for issuance and refunding of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising the city of best bid, coordinate the expeditious delivery of the bonds, deliver to the city a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

Budget & Financial Summary: Funds for this expenditure are budgeted and available in the various capital project funds where debt will be issued this year.

Attachments:
1. Renewal Agreement

700 Milam Street, Suite 500
Houston, TX. 77002

713.654.8654 Direct
800.922.9850 Toll Free
832.239.9016 Fax

Drew Masterson
Managing Director

drew.masterson@firstsw.com

May 25, 2011

Brandi Whittenton
Assistant Buyer
Purchasing
PO Box 9960
College Station, Texas 77842

**Re: City of College Station Renewal—Contract No. 09-217
Financial Advisory Services**

Dear Ms. Whittenton:

Enclosed are five signed and notarized renewal agreements for the referenced Contract as well as the Certificate of Insurance. Upon complete execution, please return two (2) originals to my attention at your convenience.

We look forward to continuing to working with the City of College Station.

Sincerely yours,



Drew Masterson
Managing Director

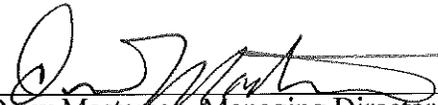
Enclosures

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-217 for Financial Advisory Services associated with the management and issuance of debt, in an amount not to exceed one hundred twenty-five thousand and no/100 (\$125,000.00) and all other terms and conditions previously agreed to and accepted.

I understand this renewal agreement will be for the period beginning June 23, 2011 through June 22, 2012. This is the second renewal term.

FIRST SOUTHWEST COMPANY



Drew Masterson, Managing Director

5/25/11

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

City Attorney

DATE

Chief Financial Officer

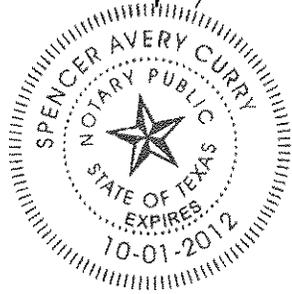
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 25 day of May, 2011,
by Drew Masterson in his/her capacity as Managing Director of
First Southwest Company, a Delaware Corporation, on behalf of said corporation.



Spencer A. Curry
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by Nancy Berry, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

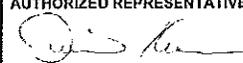
PRODUCER Roach Howard Smith & Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	CONTACT NAME: Stephanie Harrison	
	PHONE (A/C, No, Ext): (972) 231-1300	FAX (A/C, No): (972) 231-1368
E-MAIL ADDRESS: sharrison@rshsb.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westchester Surplus Lines		10172
INSURER B: Texas Mutual Ins Co		22945
INSURER C: Federal Ins Co		20281
INSURER D: Great Northern Ins Co		20303
INSURER E: Travelers Prop & Cas America		25674
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 17411 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	35787714	12/15/2010	12/15/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HC Ded's <input checked="" type="checkbox"/> \$500	Y	Y	74968567	12/15/2010	12/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HC Phys Dmg Limit \$ 50,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	79785393	12/15/2010	12/15/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
BE	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TSF0001199604 - TX HRUB3491N91611 - OS	4/1/2011 4/1/2011	4/1/2012 4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Broker/Dealer Errors & Omissions/ Claims Made			G23619295006	12/20/2010	12/20/2011	per Claim/Occurr. \$ 10,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Blanket additional insured as indicated above when required by written contract. Blanket waiver of subrogation as indicated above when required by written contract.

CERTIFICATE HOLDER City of College Station Attn: Jeff Kersten, Director of Finance and Strategic Planning P. O. Box 9960 College Station TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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June 23, 2011
Consent Agenda Item No. 2j
Texas Commercial Waste Container Lease Agreement

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a five (5) year agreement with Texas Commercial Waste for the lease of slant-top, front-end loading refuse containers for an annual estimated expenditure of \$220,278.00

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

Recommendation(s): Staff recommends approval of the agreement with Texas Commercial Waste for an annual estimated expenditure of \$220,278.00

Summary: This item is to approve a lease agreement for a total of nine hundred eighty four (984) 8 cubic yard and one hundred fifty eight (158) 4 cubic yard slant-top, front-end loading refuse containers used by the Sanitation Division for commercial collection operations.

BID #11-74 was opened on May 25, 2011. Two (2) bids were received and opened. Texas Commercial Waste was the lowest responsible bidder. The monthly rate for 8 yard containers as bid is \$17.25 per month and the rate for 4 yard containers is \$8.75 per month. The price includes delivery, storage of inventory and maintenance of the containers.

The lease is for a five year period in order for the vendor to amortize the capital costs of the containers, thus reducing lease costs. Staff reviews the possibility of city ownership and maintenance on a yearly basis, but has determined it is not cost effective due to onetime costs, ongoing costs, and inadequate available storage and maintenance space. The lease arrangement is more cost effective than purchasing and maintaining new containers.

It is estimated that the City would pay \$990.00 to purchase individual 8 cubic yard containers and \$732.00 for 4 cubic yard containers. The one time cost to purchase these containers would be approximately \$1,089,816.00. Additionally, the maintenance cost for city-owned containers will require the following:

- A fulltime painter at an estimated cost of \$35,000 (salary and benefits)
- A fulltime welder at an estimated cost of \$35,000 (salary and benefits)
- A maintenance/repair shop at a cost of approximately \$50,000.
- Equipment for the repair shop (welder, painting equipment, traveling bridge crane, etc) at an approximate cost of \$50,000
- Annual container replacement (5% of total inventory) at an approximate cost of \$55,000.

Additionally, the City would need to identify a suitable location to store containers not in service.

Budget & Financial Summary The Lease Agreement is effective August 2011, and funds are available in the sanitation fund.

Attachments:

1. Resolution
2. Bid Tab

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A CONTRACTOR, APPROVING A LEASE AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE LEASE OF SOLID WASTE FRONT-END LOADING CONTAINERS.

WHEREAS, the City of College Station, Texas, solicited proposals for the lease of solid waste front-end loading containers; and

WHEREAS, the selection of Texas Commercial Waste is being recommended as the most highly qualified provider of the lease of solid waste front-end loading containers services; now, therefore,

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

PART 1: That the City Council hereby finds that Texas Commercial Waste is the most highly qualified provider of the services for lease of solid waste front-end loading containers on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the lease with Texas Commercial Waste for an amount not to exceed \$220,278.00 for the services related to the lease of solid waste front-end loading containers.

PART 3: That the funding for this project shall be as budgeted from the Sanitation Fund in the amount of \$ \$220,278.00.

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

ADOPTED this _____ day of _____, 2011.

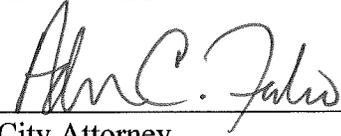
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney



CITY OF COLLEGE STATION
Home of Texas A&M University®

City of College Station - Purchasing Division
Bid Tabulation for #11-74
"Annual FEL Containers"
Open Date: Wednesday, May 25, 2011 @ 2:00 p.m.

			Texas Commercial Waste Bryan, TX		Steelform Inc. Phoenix, AZ	
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS						
158	month	Four Cubic Yard Containers	\$8.75	\$1,382.50	\$14.11	\$2,229.38
984	month	Eight Cubic Yard Containers	\$17.25	\$16,974.00	\$21.66	\$21,313.44
12	month	Four and Eight Cubic Yard containers	\$18,356.50	\$220,278.00	\$23,542.82	\$282,513.84
TOTAL BASE BID PER MONTH			\$18,356.50		\$23,542.82	
TOTAL BASE BID PER YEAR			\$220,278.00		\$282,513.84	
BID CERTIFICATION			✓		✓	

NOTE: Per Bob Sanders, Steelform Inc., the unit price submitted was for 60 months. Bid tab correctly reflects the monthly cost and the annual cost.

June 23, 2011
Consent Agenda Item No. 2k
Sale of a Home at 1124 Carolina

To: David Neeley, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution approving a real estate contract approving a bid received in response to RFP #11-89 for the sale of City property at 1124 Carolina, an affordable home.

Relationship to Strategic Goals: Goal I.5 Develop revenue streams independent of the General Fund; Goal II. 1 Preserving and restoring older neighborhoods; Goal III. 12 Housing affordability

Recommendation(s): Staff recommends approval for the Mayor to sign the resolution, contract, and deed transferring this property to the eligible bidder.

Summary: On May 27, 2011 staff released a Request for Bid for the sale of City property located at 1124 Carolina to individuals, households, or families at or below 80% of the area median income.

Staff evaluated the bid submitted as of the June 10, 2011 deadline and this bid accomplishes the principal requirement of selling this property to an individual, household, or family at or below 80% of the area median income. This requirement is mandated by the U.S. Department of Housing and Urban Development.

Staff, therefore, recommends approval of the currently held bid for sale of City property located at 1124 Carolina.

Budget & Financial Summary: The subject property at 1124 Carolina was constructed in 2007 utilizing HOME Investment Partnership Program grant funds in the amount of \$81,815.00. The minimum bid specified in the Request for Bid #11-89 was \$103,500.00, the appraised value of the property. The bid currently held bid is for \$103,500.

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 A REAL ESTATE CONTRACT FOR THE SALE OF 1124 CAROLINA STREET

WHEREAS, the City of College Station, Texas, solicited competitive bids for the sale of land under Section 272.001(a) of the Texas Local Government Code; and

WHEREAS, the selection of Daniel Hitchcock is being recommended as the qualified bidder meeting all requirements; 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 Daniel Hitchcock is the highest qualified bidder meeting all requirements of Bid # 11-89.

PART 2: That the City Council hereby approves the real estate contract with Daniel Hitchcock for \$103,500.00 for the sale of the property and improvements located at 1124 Carolina St.

PART 3: That the City Council hereby approves \$10,000 in down payment assistance to Daniel Hitchcock to facilitate the purchase, as budgeted in the City of College Station Community Development FY 2011 Budget.

PART 4: That the proceeds from the sale of this Project shall be budgeted for future Home Investment Partnership (HOME) Grant - eligible activities by the Economic and Community Development Department.

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

ADOPTED this _____ day of _____, A.D. 2011.

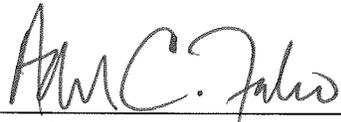
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER") and DANIEL HITCHCOCK, ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed, and BUYER agrees to purchase and pay for a the tract of land being Lot Twenty-Eight (28), Block Three (3), MCCULLOCH'S SUBDIVISION, an addition to the City of College Station, Texas, according to plat recorded in Volume 122, Page 91, Deed Records of Brazos County, Texas, more commonly known as 1124 Carolina, College Station, Texas, together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of SELLER's representative to this Real Estate Contract.

1.2 SELLER has requested University Title Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The SELLER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at their election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

Page 1

Contract No. _____

1.3 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the Special Warranty Deed.

1.4 BUYER may at its cost order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER at its option may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by a Special Warranty Deed from SELLER to BUYER in the form prepared by SELLER attached hereto as Exhibit "B".

ARTICLE II
PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$103,500.00). The purchase price shall be payable in full at closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLER to BUYER.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at University Title Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date"). The City Attorney is authorized to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by SELLER conveying good and marketable title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable

Page 4

Contract No. _____

Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

- (b) Deliver possession of the PROPERTY to BUYER.
- (c) Deliver to BUYER, at SELLER's expense, a Title Policy insuring indefeasible title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.
- (d) Pay one-half (1/2) of the escrow fees.
- (e) Pay any and all required property taxes and prorated taxes for the year 2011.
- (f) Prepare, at its cost the Special Warranty Deed.
- (g) Pay the title insurance.
- (h) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.
- (i) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (j) Pay the costs to record all documents to cure title objections agreed to be cured by SELLER.
- (k) Pay the certificates or reports of ad valorem taxes.
- (l) Pay the SELLER's expenses and attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the balance of the purchase price.
- (b) Pay one-half (1/2) of the escrow fees.
- (c) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (d) Pay the BUYER's expenses or attorney fees.

- (e) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (f) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS

NONE

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement; and/or
- (b) Bring suit for damages against SELLER.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840

BUYER: Daniel Hitchcock
309 Live oak st
College Station TX 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2011.

SELLER:

BUYER:

CITY OF COLLEGE STATION

BY: _____
Mayor



Daniel Hitchcock

Date: _____

Date: 6-16-11

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Chief Financial Officer
Date: _____

City Attorney
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the _____ day of _____, 2011,
by _____, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule
Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

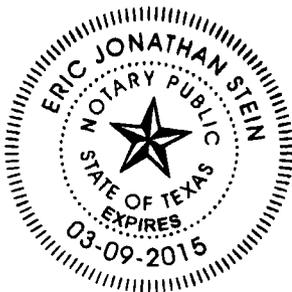
THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

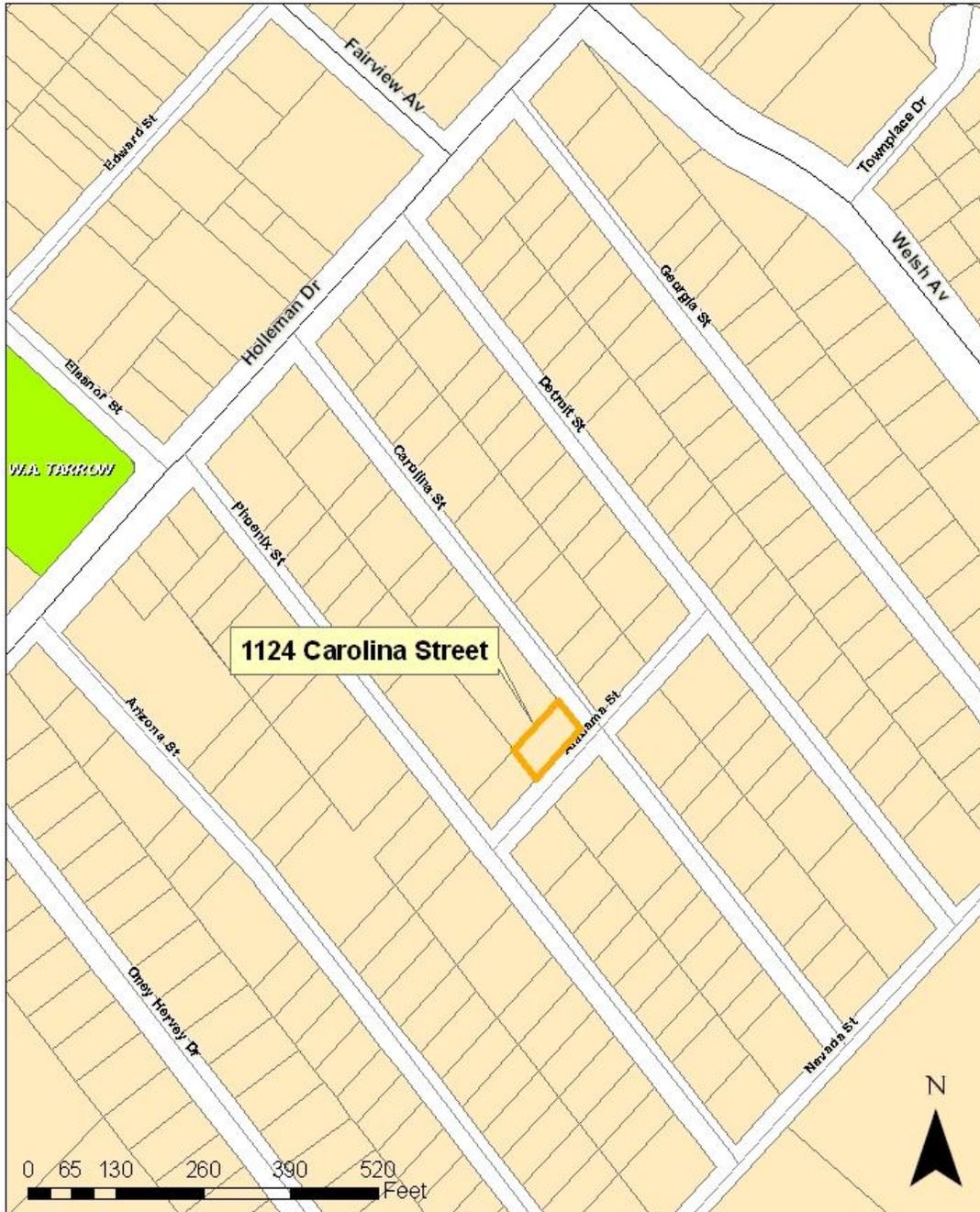
This instrument was acknowledge before me on the 16 day of June, 2011,
by Daniel Hitchcock.



NOTARY PUBLIC in and for
the STATE OF TEXAS



Attachment 3: Location Map



June 23, 2011
Regular Agenda Item No. 1
Wastewater Master Plan Update

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion to consider an ordinance (with severability clause, effective date, and other provisions) to amend the Comprehensive Plan by adopting the Wastewater Master Plan.

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

Recommendations: Both Staff and the Planning and Zoning Commission recommend approval of the Comprehensive Plan Amendment as presented.

Summary: The proposed ordinance would adopt an updated Wastewater System Master plan, as a component of the Comprehensive Plan, which was updated in 2009. The new master plan reflects sewer lines needed as development occurs to serve newly annexed areas (within our wastewater CCN), growth corridors, and existing areas where sewer lines are in need of replacement/upsizing. The updated master plan also identifies major sewer line connections needed within the existing system that will allow the wastewater collection system to operate more efficiently and also abide by all TCEQ regulations. The line locations and sizes have been determined through system models produced by engineering consultants in coordination with the College Station Water Service Department.

The wastewater master plan maps function similarly to the thoroughfare plan with regard to implementation through private development as it occurs, with the opportunity for oversized participation to be requested by the developer. The plan addresses future utility needs within the City as well as areas where the City has the Certificate of Convenience and Necessity for wastewater service. The respective plan maps are the result of various engineering studies performed for the City over the last 10 years. The utility line sizes are based on existing development trends and the 2009 comprehensive land use plan. Property owners requesting land use plan amendments and/or zoning map amendments (rezonings) will be required to assess the impact of the amendment with regard to the Wastewater Master Plans and propose changes as necessary.

Budget & Financial Summary: Implementation of this master plan will require significant capital investment over the next decade. Please refer to the attached Executive Summary for an overview, or the full report for more detail.

Attachments:

- Executive Summary (Full report is on file with City Secretary)
- Ordinance (Signed Ordinance will be provided at Council Meeting)
- Draft P&Z Minutes

Wastewater Master Plan - Executive Summary

June 2011

The City of College Station currently owns, operates, and maintains a wastewater collection/treatment and disposal system that provides sewer service to approximately 78,000 residents and businesses. The collection system consists of approximately 300 miles of gravity sewers, ranging in size from 4-inch to 48-inch diameter, and approximately 7 miles of force mains, ranging in size from 2-inch to 24-inch diameter. Treatment and disposal systems are provided by Carters Creek Wastewater Treatment Plant (CCWWTP) and Lick Creek Wastewater Treatment Plant (LCWWTP) that are currently permitted to treat an average annual influent dry weather flow of approximately 11.5 million gallons per day (mgd); 9.5 mgd at Carters Creek and 2.0 mgd at Lick Creek. To ensure that the wastewater collection/treatment needs are met as the City grows and changes over time, a Wastewater Master Plan was developed by City staff and HDR Engineers. Because the overall collection/treatment system is large/complex, the overall 'Wastewater Master Plan' was divided into five (5) subsections that are attached and are summarized as follows.

Temporary Flow Monitoring

From December 5, 2009 to February 8, 2010, an evaluation of the wastewater collection system flow was performed. This evaluation included the identification of major sub-basins for the Carter's Creek (CC) and Lick Creek (LC) sewer sheds, the installation of nineteen (19) temporary flow meters in the respective sub-basins, and the installation of nine (9) rain gauges throughout the City. The dry and wet weather system characteristics were collected and used to calibrate the hydraulic computer model of the collection system.

Wastewater Demand Analysis

This section addresses the existing and future sanitary sewer demands on the overall wastewater collection and treatment systems. This analysis included the City's 2009 Comprehensive Plan, which revised the City's land use designations and projected development densities, expressed as Living Unit Equivalent/Acre. Action dates for treatment plant expansion are based upon TCEQ rules that require planning for new treatment capacity to begin when monthly average inflows for a wastewater plant exceed 75 percent of the plant's permitted capacity for three consecutive months (30 TAC §305.126). Future LUEs predicted by the City's Planning Services Department were used to calculate the annual growth rates, which determine the action dates:

	Est. Growth Rate	Start Planning	Hit Max Capacity
Carters Creek	2.6%	2016	2028
Lick Creek	6.5%	2015	2020

Wastewater Facilities Planning Evaluation

This section evaluates the existing wastewater treatment facilities against TCEQ Chapter 217, evaluates several sludge processing alternatives, and evaluates nutrient removal using a biological

process. Existing treatment and disposal is provided by the Carters Creek Wastewater Treatment Plant (CCWWTP) and the Lick Creek Wastewater Treatment Plant (LCWWTP). Both plants are currently permitted to treat an average annual influent dry weather flow of approximately 11.5 million gallons per day (mgd); 9.5 mgd at Carters Creek and 2.0 mgd at Lick Creek. The combined peak flow capacity is 36 mgd (30 mgd at CCWWTP and 6 mgd at LCWWTP). The overall evaluation found that expansions are needed at both plants by 2018 due to exceeding permitted capacities, compliance issues with the recent TCEQ Chapter 217 rules, excessive organic loading at the aeration basins, and potential improvements needed to implement future nutrient removal. The overall evaluation also examined several sludge alternatives including aerobic digestion (ATAD), thermophilic anaerobic digestion, composting, and incineration. The evaluation considered advantages and disadvantages to each of the alternatives including estimated capital costs, operations/maintenance, increased permitting requirements, co-generation capabilities, etc. It is also anticipated that within the next one or two permit cycles, nutrient removal will have to be added to the facilities by constructing new infrastructure.

Wastewater Collection System Evaluation

This section evaluates the existing wastewater collection system and the future collection system needs. Using the temporary flow monitoring data collected from December 5, 2009 to February 8, 2010, an analysis of the wastewater collection system capacity was performed. The evaluation discussed proposed interceptors anticipated as part of future development, how the proposed interceptors affect the carrying capacity of the existing interceptors, system deficiencies in the existing system, projected time-frames of when the system will need to be expanded for future use, potential future lift station needs, and proposed collection system improvements with planning level cost estimates. Approximately 14% of the total length of pipe in the existing sewer system (8-inch in diameter and larger) will require rehabilitation by 2030. The existing lift stations have sufficient capacity to service the existing sewered area at the current population. As growth continues, capacity will need to be increased at 6 out of the 10 lift stations. In regards to future lines extensions and lift stations, a total of 42 miles of future extensions (gravity and force main) will be required to service future annexation areas and total of 8 future lift stations will need to be constructed, mostly in the Lick Creek sewer shed, in order to convey flow to the LCWWTP. This chart summarizes the estimated capital expenses over the next decade:

	Estimated Cost
By Developers – Lift Stations & Mains	\$33.6 million
Re-habilitation Projects	\$17.3 million
Capacity increases on Collection Lines	\$37.6 million
Capacity increases at Treatment Plants	\$35.6 million

Wastewater Master Plan Future Collection System Map

This exhibit depicts wastewater collection lines that are anticipated to be extended and/or needed to increase existing wastewater collection system capacities. This map will be used by the City staff to identify potential oversized participation opportunities as development occurs.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY ADOPTING THE WASTEWATER MASTER PLAN; PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the College Station Comprehensive Plan is hereby amended by adding a new subsection B.11, the Wastewater Master Plan as duly adopted herein and as incorporated into such Comprehensive Plan by reference thereto as if recited in full and as set forth in Exhibit "A" attached hereto and made a part hereof.

PART 2: That the City Council of the City of College Station hereby adopts the Wastewater Master Plan as set out in Exhibit "B" attached hereto and made a part hereof.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities; and
9. Growth Management and Capacity.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010; and
11. Wastewater Master Plan dated June 2011.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Future Land Use and Character Map Amendment
 - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction ("ETJ"). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT "B"

Wastewater Master Plan:



MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
June 2, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Jason Schubert, Matt Robinson, Joe Guerra, Molly Hitchcock, Lance Simms, Alan Gibbs, Jennifer Prochazka, Mary Ann Powell, Dave Coleman, Christina Court, and Brittany Caldwell,

1. Call meeting to order.

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

2. Hear Citizens.

None

Regular Agenda

3. Public hearing, presentation, possible action, and discussion regarding a recommendation to City Council on amending the Comprehensive Plan and the adoption of the College Station Wastewater Master Plan. **(DC)**

Dave Coleman gave a presentation on the College Station Wastewater Master Plan. There was general discussion regarding the Wastewater Master Plan.

Chairman Shafer opened the public hearing.

No visitors spoke.

Chairman Shafer closed the public hearing.

Commissioner Asher moved to approve the recommendation of the College Station Wastewater Master Plan to City Council. Commissioner Stearns seconded the motion, motion was approved (6-0).

4. Discussion and possible action on future agenda items – A Planning & Zoning 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.

No future agenda items were requested.

5. Adjourn.

Commissioner Ashfield motioned to adjourn the meeting, motion passed (6-0).

The meeting adjourned at 7:55 p.m.

Approved:

Scott Shafer, Chairman
Planning and Zoning Commission

Attest:

Christina Court, Staff Assistant
Planning and Development Services

June 23, 2010
Regular Agenda Item No. 2
Eastgate Neighborhood Plan

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 ordinance amending the College Station Comprehensive Plan by adopting the Eastgate Neighborhood Plan for the area generally bounded by University Drive East, Texas Avenue South, Dominik Drive, and Munson Avenue.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, Improving Multi-Modal Transportation, and Green Sustainable City.

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered the mobility components of the Plan at their June 6th meeting and unanimously recommended approval (5-0). The Planning and Zoning Commission held a public hearing for this item at their June 16th meeting and recommended approval of the plan (4-0).

Summary: This item is for consideration of the Eastgate Neighborhood Plan. This Plan is the second in a series of neighborhood, district, and corridor plans that are created to implement the City's Comprehensive Plan vision to create, promote, and enhance places of distinction. The Central College Station Neighborhood Plan was the first plan adopted in June 2010.

The process for the Eastgate Neighborhood Plan began in August 2010 with the background work and selection of the Neighborhood Resource Team. Over the past nine months, Staff has worked with the neighborhood to develop a plan to address community character and land use, neighborhood integrity, mobility, and sustainability. Over the course of the planning process, seven neighborhood meetings and six Neighborhood Resource Team meetings were held, along with online and meeting surveys.

The goals for the four chapters of the Plan are:

1. Community Character:

- Maintain a diverse mix of housing types;
- Preserve larger lot single-family development patterns;
- Reduce character impact of rental housing in the neighborhood; and
- Promote redevelopment around the perimeter of the neighborhood that meets community needs and is complimentary to the neighborhood.

2. Neighborhood Integrity:

- Effective neighborhood organizations;
- Conservation of neighborhood resources,
- Enhanced neighborhood identity and investment;
- Proactive property maintenance and code enforcement; and
- Targeted emergency and law enforcement services to enhance the appeal of the Eastgate neighborhood as a desired, family-friendly destination.

3. Mobility:

- Maintain a safe and efficient street network while improving multi-modal transportation options by increasing bicycle and pedestrian connections to key destinations within and around the neighborhood.

4. Sustainability:

- Increase awareness and participation in resource conservation efforts.

The Plan includes 97 action items to be implemented over the next five to seven years. Example strategies include coordinated public investments, effective neighborhood organization training and support, and on-going service evaluation and indicator systems. Through the implementation of these strategies, the City aims to help stabilize and protect the Eastgate neighborhood while encouraging appropriate redevelopment opportunities around the perimeter of the neighborhood.

Staff provided a copy of the proposed Plan as well as an overview of the document at the June 9th Council Workshop meeting. The draft Plan is also available on the City's website at www.cstx.gov/ndcplanning.

Budget & Financial Summary: Capital and operations and maintenance costs are noted in the Neighborhood Plan.

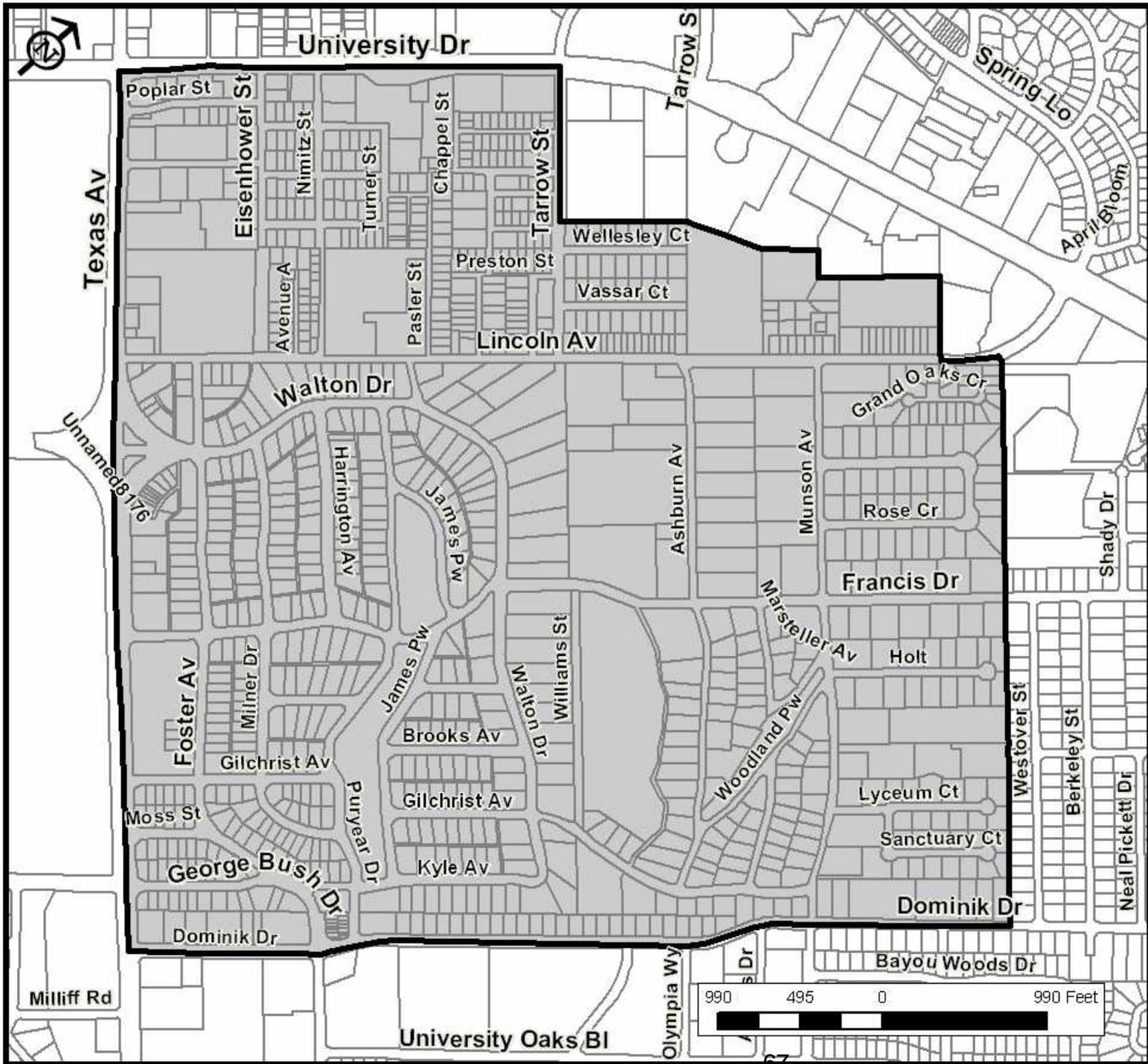
Attachments:

1. The Eastgate Neighborhood Plan is on file at the City Secretary's Office.
2. Ordinance

Eastgate
Neighborhood Plan

Map E.1

Draft
Planning Boundary



Legend

- ▬ Draft Boundary
- ▬ Lot Lines

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY ADOPTING THE EASTGATE NEIGHBORHOOD PLAN FOR THE AREA GENERALLY BOUNDED BY UNIVERSITY DRIVE EAST, TEXAS AVENUE SOUTH, DOMINIK DRIVE, AND MUNSON AVENUE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the College Station Comprehensive Plan is hereby amended by adding a new section B.12, the Eastgate Neighborhood Plan, as duly adopted herein and as incorporated into such Comprehensive Plan by reference thereto as if recited in full and as set forth in Exhibit "A" attached hereto and made a part hereof.

PART 2: That the City Council of the City of College Station hereby adopts the Eastgate Neighborhood Plan as set out in Exhibit "B" attached hereto and made a part hereof.

PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this 23rd day of June, 2011.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"**A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities; and
9. Growth Management and Capacity.

B. Master Plans

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
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5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011; and
12. Eastgate Neighborhood Plan dated June 2011.

C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Future Land Use and Character Map Amendment:
 - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.

D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction ("ETJ"). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT "B"
EASTGATE NEIGHBORHOOD PLAN

June 23, 2011
Regular Agenda Item No. 3
UDO Amendment for Nonconforming Lots and Uses

To: David Neely, 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 Section 9.2, Nonconforming Uses, and Section 9.4, Nonconforming Lots, of the Unified Development Ordinance.

Relationship to Strategic Goals: Goal III. Diverse Growing Economy, No. 3. Expand and retain existing businesses, and No. 4. Promote business-friendly attitude

Recommendation(s): The Planning and Zoning Commission heard this item at their meeting on June 16th and recommended approval (4-0). Staff also recommended approval of the Ordinance amendment.

Summary: This item is intended to provide limited relief for properties located within the area recently annexed by the City. Upon annexation, the properties in the area were zoned Agricultural Open (A-O). The A-O zoning district is intended for properties which are not subdivided and relatively undeveloped. As such, the A-O designation serves as a holding district and prevents a dense development pattern until supporting City services are made available to the area. The A-O district is also used to provide protection until the community decides the most appropriate long-term use for an area. Generally, uses existing upon annexation may continue after annexation even if they do not conform to the provisions of the UDO for the A-O zoning district. Should an existing nonconforming use wish to expand, the Zoning Board of Adjustment has the authority to grant an increase of up to 25 percent of the area of the existing non-conforming use.

The proposed change to Section 9.2 specifically targets properties located within the recently-annexed area and permits expansions up to 25 percent of the area of existing non-conforming businesses with administrative approval. Approval from the Zoning Board of Adjustment would be required for expansions beyond 25 percent. This is more permissive than how non-conforming uses are treated elsewhere in the City but Staff feels like this approach is needed in the interim for the recently-annexed area.

The proposed change to Section 9.4 addresses nonconforming single-family homes and/or accessory structures that may not currently meet the A-O building setbacks. The amendment also specifically applies to the recently annexed area and permits such uses to utilize the building setbacks for the R-1 zoning district regardless of the lot size.

It is important to note that these amendments are intended to serve as temporary measures until Staff completes a small-area plan for the recently-annexed area and gets the associated zoning in place.

Budget & Financial Summary: N/A

Attachments:

1. Red-Line Version of Proposed Changes
2. Ordinance

Article 9. Nonconformities

9.1 General

Except as specified in this Article, any use, building, structure, or sign existing at the time of enactment of this UDO or classification amendment applicable to its use, may be continued even though such use, building, structure, or sign may not conform with the provisions of this UDO for the district in which it is located; provided, however, that this Article shall not apply to any use, building, structure, or sign established in violation of this UDO or ordinance previously in effect in College Station.

9.2 Nonconforming Uses

A. Continuance

An existing use that is not in compliance with this UDO or subsequent amendments applicable to the use shall not be enlarged, extended, reconstructed, substituted or structurally altered unless the use is brought into compliance with this UDO, except as follows:

1. Expansion

- a. When authorized by the Zoning Board of Adjustment in accordance with the provisions of this Article, enlargement or completion of a building devoted to a nonconforming use may be made upon the lot occupied by such building, where such extension is necessary and incidental to the existing use of such building and does not exceed 25 percent of the original area of nonconformity.
- b. Buildings devoted to nonconforming uses located within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be enlarged provided such extension is incidental to the existing use of such building and the enlargement does not exceed 25 percent of the original area of nonconformity. Enlargements greater than 25 percent of the original area of nonconformity shall require approval of the Zoning Board of Adjustment.

2. Conditional Use

A use existing on the effective date of this UDO, or subsequent amendment applicable to its use, which would only be permitted as a conditional use, shall be a lawful nonconforming use until altered pursuant to Section 3.15, Conditional Use Permit. In the event of issuance of a conditional use permit, such use becomes a permitted and lawful use.

B. Termination

The City Council shall have the authority to initiate, on its motion, action to bring about the discontinuance of a nonconforming use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the area and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment

Whenever a nonconforming use has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued or abandoned for more than three months, a presumption of intent to abandon said use shall have been established and the right to continue the former nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful.

9.3 Nonconforming Structures

A. Enlargement, Alteration

1. A structure (including parking lots, parking structures, and parking areas), which is nonconforming by physical design may be enlarged or structurally altered as long as such enlargement or alteration otherwise complies with the terms of this UDO.
2. In NG-1, NG-2, and NG-3, the whole building plot must come into compliance with the requirements of this UDO when more than fifty percent (50%) of a building(s) on the site is enlarged or altered.

B. Termination

The City Council shall have the authority to initiate on its motion, or cause to be presented by interested property owner, action to bring about the discontinuance of a nonconforming structure under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment

Whenever a nonconforming structure has been discontinued or abandoned for more than three months, a presumption of intent to abandon said structure shall have been established and the right to continue the former nonconforming structure shall no longer exist. Subsequent operation as a nonconforming structure shall be unlawful.

9.4 Nonconforming Lots of Record

A. Authority to Utilize for Single-Family Residence

In any district in which single-family dwellings are a permitted use, notwithstanding the regulations imposed by any other provisions of this Section, a single-family detached dwelling that complies with the restrictions below may be erected on a nonconforming lot that is not less than 30 feet in width, consisting entirely of one tract of land of not less than 3,000 square feet, and that:

1. Has less than the prescribed minimum lot area, width, and/or depth;
2. Is shown by a recorded plat or deed to have been a lot of record owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size, depth, and width at such location would not have been prohibited by any zoning or other ordinance; and
3. Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning ordinance or other ordinances.

B. Regulations for Single-Family Use of Nonconforming Lots

A nonconforming lot authorized to be used pursuant to this Section may be used for a single-family dwelling and no other structure except for a garage or carport. Construction of such single-family dwelling shall comply with all the regulations (except lot area, width, and depth) applicable to single-family dwellings in the zoning district in which the lot in question is located, except that the following side yard requirements shall apply in place of the side yard requirements otherwise applicable:

1. The dwelling shall be placed on the lot so as to provide a yard on each side of the dwelling.
2. The sum of the widths of the two side yards on such lot shall be not less than the smaller of:
 - a. 25 percent of the width of the lot; or
 - b. The minimum total for both side yards prescribed by the bulk regulations for said zoning district; and
3. No side yard shall be less than three feet wide.

C. Regulations for Certain Nonconforming Lots Zoned A-O (Agricultural Open)

1. A single-family dwelling and accessory structure(s) in areas zoned A-O, Agricultural Open, may be erected or structurally altered on a nonconforming lot of record, that is not less than five thousand (5,000) square feet in area and not more than one (1) acre in area, so long as the structure or the addition to the structure complies with the setbacks established by the Single-Family Residential (R-1) zoning district.
2. A single-family dwelling or accessory structure located on property within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be erected or structurally altered on a nonconforming lot of record provided the proposed construction complies with the setback requirements established by the Single-Family Residential (R-1) zoning district.

D. Other Uses of Nonconforming Lots: Site Plan Required

In any district in which single-family dwellings are not permitted, a nonconforming lot of record which meets the requirements above may be used for any use permitted in the district in which it is located if, but only if, a site plan for such use has been approved in accordance with the provisions of Section 3.5, Site Plan Review.

E. Lots Made Nonconforming by Right-Of-Way Acquisition

Any lot made nonconforming solely by means of area dedicated, condemned, sold or otherwise conveyed for public right-of-way shall be allowed to pursue any allowed use as if such area were a part of the remaining lot, except that all applicable setbacks shall be adhered to.

9.5 Nonconforming Tracts

Unplatted properties made nonconforming by the zoning applied at the time of annexation shall be allowed to plat, provided that the resulting lot contains the entire tract.

9.6 Nonconforming Signs

A. Continuation Allowed

A lawfully nonconforming sign may continue in use except as otherwise provided in or authorized by this Section. A change in the information on the face of an existing nonconforming sign is allowed if the change does not increase the area of the sign face and involves no structural alteration.

B. Alteration, Expansion, Moving

No nonconforming sign, by voluntary act of the owner, shall be:

1. Changed or altered in any manner which would increase the degree of its nonconformity;
2. Expanded (sign face); or
3. Moved in whole or in part to any other location where it would remain nonconforming.

C. Signs Required to be Moved by the City

Any nonconforming sign required to be moved or removed by the City shall be removed or relocated in accordance with the provisions of the Texas Local Government Code.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE;" SECTION 9.2, "NONCONFORMING USES;" AND SECTION 9.4 "NONCONFORMING LOTS OF RECORD;" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance;" Section 9.2, "Nonconforming Uses;" and Section 9.4, "Nonconforming Lots of Record;" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED, and APPROVED this 23rd day of June, 2011.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 9.2, "Nonconforming Uses," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

9.2 Nonconforming Uses**A. Continuance**

An existing use that is not in compliance with this UDO or subsequent amendments applicable to the use shall not be enlarged, extended, reconstructed, substituted or structurally altered unless the use is brought into compliance with this UDO, except as follows:

1. Expansion

- a. When authorized by the Zoning Board of Adjustment in accordance with the provisions of this Article, enlargement or completion of a building devoted to a nonconforming use may be made upon the lot occupied by such building, where such extension is necessary and incidental to the existing use of such building and does not exceed 25 percent of the original area of nonconformity.
- b. Buildings devoted to nonconforming uses located within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be enlarged provided such extension is incidental to the existing use of such building and the enlargement does not exceed 25 percent of the original area of nonconformity. Enlargements greater than 25 percent of the original area of nonconformity shall require approval of the Zoning Board of Adjustment.

2. Conditional Use

A use existing on the effective date of this UDO, or subsequent amendment applicable to its use, which would only be permitted as a conditional use, shall be a lawful nonconforming use until altered pursuant to Section 3.15, Conditional Use Permit. In the event of issuance of a conditional use permit, such use becomes a permitted and lawful use.

B. Termination

The City Council shall have the authority to initiate, on its motion, action to bring about the discontinuance of a nonconforming use under any plan whereby full value of the structure can be amortized within a definite period of time, taking into consideration the general character of the area and the necessity for all property to conform to the regulations of this UDO.

C. Abandonment

Whenever a nonconforming use has been discontinued and changed to a conforming use, or whenever a nonconforming use has been discontinued or abandoned for more than three months, a presumption of intent to abandon said use shall have been established and the right to continue the former nonconforming use shall no longer exist. Subsequent operation as a nonconforming use shall be unlawful.

EXHIBIT "B"

That Chapter 12, "Unified Development Ordinance," Section 9.4, "Nonconforming Lots of Record," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

9.4 Nonconforming Lots of Record**A. Authority to Utilize for Single-Family Residence**

In any district in which single-family dwellings are a permitted use, notwithstanding the regulations imposed by any other provisions of this Section, a single-family detached dwelling that complies with the restrictions below may be erected on a nonconforming lot that is not less than 30 feet in width, consisting entirely of one tract of land of not less than 3,000 square feet, and that:

1. Has less than the prescribed minimum lot area, width, and/or depth;
2. Is shown by a recorded plat or deed to have been a lot of record owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size, depth, and width at such location would not have been prohibited by any zoning or other ordinance; and
3. Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning ordinance or other ordinances.

B. Regulations for Single-Family Use of Nonconforming Lots

A nonconforming lot authorized to be used pursuant to this Section may be used for a single-family dwelling and no other structure except for a garage or carport. Construction of such single-family dwelling shall comply with all the regulations (except lot area, width, and depth) applicable to single-family dwellings in the zoning district in which the lot in question is located, except that the following side yard requirements shall apply in place of the side yard requirements otherwise applicable:

1. The dwelling shall be placed on the lot so as to provide a yard on each side of the dwelling.
2. The sum of the widths of the two side yards on such lot shall be not less than the smaller of:
 - a. 25 percent of the width of the lot; or
 - b. The minimum total for both side yards prescribed by the bulk regulations for said zoning district; and
3. No side yard shall be less than three feet wide.

C. Regulations for Certain Nonconforming Lots Zoned A-O (Agricultural Open)

1. A single-family dwelling and accessory structure(s) in areas zoned A-O, Agricultural Open, may be erected or structurally altered on a nonconforming lot of record, that is not less than five thousand (5,000) square feet in area and not more than one (1) acre in area, so long as the structure or the addition to the structure complies with the setbacks established by the Single-Family Residential (R-1) zoning district.
2. A single-family dwelling or accessory structure located on property within the area annexed by Ordinance No. 3331, adopted by the City Council on April 14, 2011, may be erected or structurally altered on a nonconforming lot of record

provided the proposed construction complies with the setback requirements established by the Single-Family (R-1) zoning district.

D. Other Uses of Nonconforming Lots: Site Plan Required

In any district in which single-family dwellings are not permitted, a nonconforming lot of record which meets the requirements above may be used for any use permitted in the district in which it is located if, but only if, a site plan for such use has been approved in accordance with the provisions of Section 3.5, Site Plan Review.

E. Lots Made Nonconforming by Right-Of-Way Acquisition

Any lot made nonconforming solely by means of area dedicated, condemned, sold or otherwise conveyed for public right-of-way shall be allowed to pursue any allowed use as if such area were a part of the remaining lot, except that all applicable setbacks shall be adhered to.

June 23, 2011
Regular Agenda Item No. 4
Project Number: ST-1112
Bird Pond Road Rehabilitation Project

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$167,000.00 for the professional engineering services related to the design of the Bird Pond Road Project.

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

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

Summary: The Bird Pond Road Rehabilitation Project will rehabilitate Bird Pond Road from Rock Prairie Road to the City limits, approximately 7,200 linear feet. It is proposed that the rehabilitation be done as a two lane major collector of a rural/estate cross section in accordance with the comprehensive plan. Per the East College Station Transportation Study, Bird Pond Road is ultimately predicted to be a 4-lane residential arterial. It is proposed that preliminary design will provide for the vertical and horizontal layout to meet this future need while incorporating as many of the future design elements into the construction of the two lane facility.

Budget & Financial Summary: This project was not included in the FY11 Approved Budget as the project was not defined when the FY11 Approved Budget was developed. Budget for the project in the amount of \$1,800,000 has been transferred from the Barron Road Widening Phase II project as that project is estimated to come in under budget. Funds in the amount of \$1,614 have been expended or committed to date, leaving a balance of \$1,798,386 for design and construction.

Attachments:

1. Resolution
2. Project Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE BIRD POND ROAD REHABILITATION PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design (eg. design, engineering, etc.); and

WHEREAS, the selection of Mitchell & Morgan, LLP. is being recommended as the most highly qualified provider of the design services; now, therefore,

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

PART 1: That the City Council hereby finds that Mitchell & Morgan, LLP. is the most highly qualified provider of the services for Bird Pond Road Rehabilitation Extension Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Mitchell & Morgan, LLP. for an amount not to exceed \$167,000.00 for the design services related to the Bird Pond Road Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$167,000.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

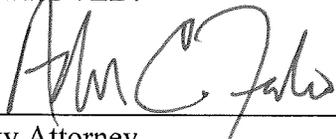
ATTEST:

APPROVED:

City Secretary

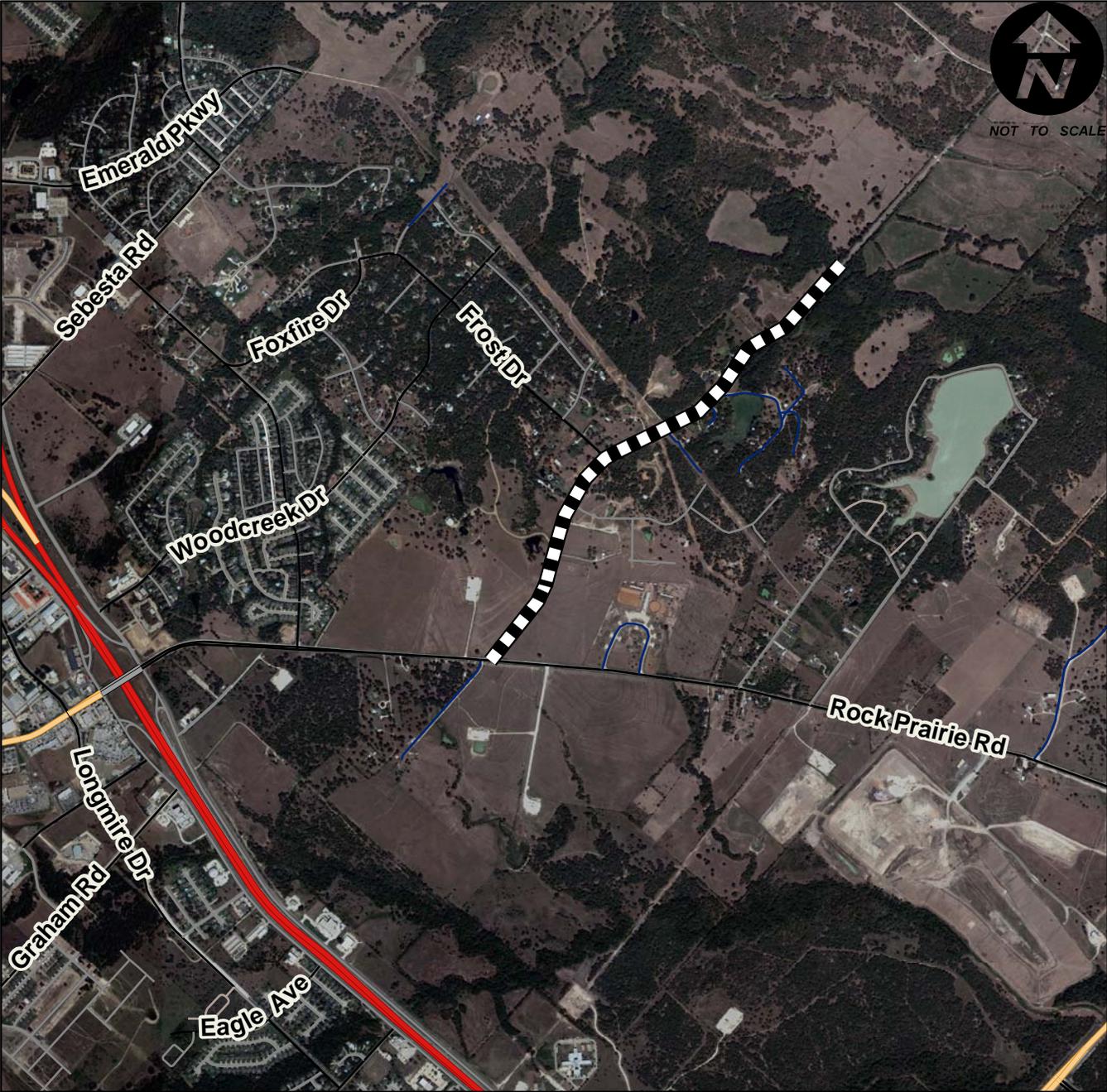
MAYOR

APPROVED:



City Attorney

Bird Pond Road Rehabilitation Project Location Map



June 23, 2011
Regular Agenda Item No. 5
University Drive Pedestrian Safety Project AFA

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to pay for a portion of the features included in the University Drive Pedestrian Safety Project. The amount of this AFA is \$274,540.

Relationship to Strategic Goals: Goal I. Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II. Improving Multi Modal Transportation

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

Summary: During the March 24, 2011, City Council Workshop, an item was presented to the City Council describing this project and through the corporative efforts between the City of College Station, TxDOT, TAMU, and the Northgate Merchants improves pedestrian safety in the Northgate area. At the City Council Meeting, a Memorandum of Understanding (MOU) between the City and the Northgate Merchant Association was approved by the City Council. The MOU outlined improvements to be made in the District by the City to help offset the potential impact of the parking removal along University Drive, and the easements to be provided to the City to allow for some of these improvements to be constructed. A copy of the MOU is on file in the City Secretary's Office for reference.

The design for this project was recently completed by the TxDOT Bryan District Office, and is currently under review by TxDOT in Austin. TxDOT is scheduled to advertise this project for construction bids in August 2011, and the anticipated start work date for the contractor is the middle of December after the TAMU fall semester is complete.

The current construction cost estimated developed by TxDOT for this project is \$2,274,570. The TxDOT budget for this project is \$2 Million. Some additional features added to the project by the City of College Station include retractable bollards (identified early in the project as a necessity to allow for emergency vehicle access), a traffic barrier along University Drive between College Main and Boyett (an item included in the MOU), and powder coated signal poles at Boyett and University Drive (City standard). These additional features are to be paid for by the City via this AFA. A breakdown of the cost for each additional feature is included in the AFA.

At the March 24th City Council Meeting, the Council requested that staff work with TxDOT to include the design and construction of the College Main Promenade and the Lodge Street and Patricia Street intersection improvements (both improvements were included in the MOU) into this TxDOT construction project. Staff discussed with TxDOT the idea of including these improvements into this project, and agreed that it's feasible, provided the additional improvements did not cause unnecessary schedule delays. The design for these improvements will begin this month, and will be included in the TxDOT project via a change

order. A second AFA will be forthcoming from TxDOT to include the cost of the College Main Promenade and intersection improvements.

Budget & Financial Summary: The cost for these additional improvements is estimated to be \$274,540. These improvements were not included in the FY11 Capital Improvement Projects budget because at the time the budget was developed, it was not known that the additional funds would be needed. Budget for these additional improvements will be transferred from the balance of the Discovery Drive project which is complete and came in under budget. As part of an agreement with TxDOT, the City of College Station designed and constructed the Discovery Drive project and TxDOT agreed to design and construct the Northgate Pedestrian Improvements project. Each project was estimated to cost \$2,000,000. It is anticipated that the additional budget remaining in the Discovery Drive project following the transfer to cover this AFA will be used toward the cost of the College Main Promenade and the Lodge/Patricia Street intersection improvements.

Attachments:

1. Advance Funding Agreement
2. Location Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of College Station, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112237 authorizes the State to undertake and complete a highway improvement generally described as the rehabilitation of an existing road, specifically FM 60 between FM 2154 (Wellborn Road) and College Main, consisting of sidewalks, pavement, signals, lighting, landscaping and pavement markings; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as aesthetic and pedestrian elements including texturing with form liners and painting the proposed traffic rail, the addition of a wrought iron fence to the traffic rail and the installation of bollards, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this

contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
 - C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
 - D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- 3. Right of Access**
If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.
- 4. Adjustments Outside the Project Site**
The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.
- 5. Responsibilities of the Parties**
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 6. Document and Information Exchange**
This article is not applicable to the scope of this project or agreement.
- 7. Interest**
The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.
- 8. Inspection and Conduct of Work**
Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this

contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic

notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City Manager City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Nancy Berry
Typed or Printed Name

Mayor, City of College Station
Title

Date

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Adrian C. Jones

City Attorney

Date: _____

Chief Financial Officer

Date: _____

THE STATE OF TEXAS

Regional Director

Date

**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government has requested that the aesthetic and pedestrian elements shown below be added to the State's proposed highway improvement project to rehabilitate FM 60 (University Drive). In addition, the Local Government has requested that the traffic signal poles and mast arms receive a powder coating, which is beyond the standard finish provided by the State for these elements. The Local Government's participation is 100% of the cost of these particular improvements. The estimated cost for these items of work is \$274,570, which includes the State's direct cost for construction, construction engineering and contingencies. The Local Government and State have estimated the project to be as follows:

Description	Total Estimated Cost	Local Participation	
		%	Cost
Item 427, Form Liner Finish	\$3,450	100%	\$3,450
Item 427, Concrete Paint Finish	\$230	100%	\$230
Item 740, Anti-graffiti Coating (Permanent)	\$920	100%	\$920
Item XXXX, Installation of Wrought Iron Fence	\$16,100	100%	\$16,100
Item XXXX, Bollard (Retract)(Assist Lift)(12 In Dia)	\$145,600	100%	\$145,600
Item XXXX, Bollard (Fixed)(6 IN)	\$41,400	100%	\$41,400
Mobilization (Estimated at 10% of Construction Cost excluding the cost of Powder Coating)	\$20,770	100%	\$20,770
Powder Coating Signal Poles, Mast Arms and Pedestrian Signals (4 Intersection Locations)	\$16,000	100%	\$16,000
Direct State Construction Costs (by State)	\$244,470	100%	\$244,470
Direct State Costs Construction Engineering and Contingencies	\$30,100	100%	\$30,100
Indirect State Costs	n/a	n/a	n/a
TOTAL ESTIMATED LOCAL PARTICIPATION	\$274,570	100%	\$274,570

The State's Direct Cost for Construction Engineering and Contingencies is estimated at 14.5 percent of the construction cost excluding the cost of Mobilization and Powder Coating.

Payment by the Local Government to the State prior to construction: \$274,570

Estimated total payment by the Local Government to the State: \$274,570

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ: 0506-01-091
District: 17 (Bryan)
Code Chart 64: 09050 (City of College Station)
Project: NH ()

Maintenance

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

June 23, 2011
Regular Agenda Item No. 6
Sunset Review Commission Amendment

To: Mayor and Council
cc: David Neeley, City Manager
From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion on an amendment to the ordinance that created the Sunset Advisory Commission.

Recommendation: Staff recommends approval of the amendment to the ordinance and that Council immediately appoint three (3) of its members to serve on the Committee.

Summary: At the February 24th Council Meeting, the City Council adopted an ordinance creating the Sunset Review Committee. The committee was to serve as an advisory body to the Council concerning whether a public need existed for the continuation of various City boards, commissions or committees.

The Council is currently preparing to solicit citizens for applications for all City boards, commissions and committees and intends to make the necessary appointments to those bodies in July. However, the Sunset Review Commission has not yet been seated and will not be able to complete its review and propose possible changes by that time. Therefore, Staff is recommending that Council amend the membership and charge of the Sunset Review Committee by appointing three (3) Council Members and charging the Committee to have its review completed by July. This will streamline the Committee selection process and ultimately allow the Council to make appointments only to Committees that are to continue.

Financial Summary: There is no fiscal impact

Attachments:
Amended Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING ORDINANCE NO. 2011-3319 THAT CREATED A SUNSET ADVISORY COMMISSION; AMENDING THE MEMBERSHIP; AMENDING THEIR DUTIES AND METHOD OF APPOINTMENT

WHEREAS, the City Council of the City of College Station approved Ordinance No. 2011-3319 on February 24, 2011 establishing a Sunset Advisory Committee; and

WHEREAS, the City Council of the City of College Station desires to amend Ordinance No. 2011-3319 to allow the initial composition of the Sunset Advisory Commission to be made up of three (3) members of City Council appointed by the City Council for terms that will expire on July 28, 2011.

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

PART 1: That Ordinance No. 2011-3319 be amended in its entirety as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED, ADOPTED, AND APPROVED this 23rd day of June, 2011.

APPROVED:

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:



CITY ATTORNEY

EXHIBIT "A"

SECTION 1: There is hereby created a Sunset Advisory Commission.

SECTION 2: The Sunset Advisory Commission is established every five (5) years, and will be initially composed of three (3) members of the City Council who are appointed by the City Council for terms that will expire on July 28th, 2011. After the initial Committee has been dissolved, the membership of subsequent Committees will be immediately appointed and composed of seven (7) citizens of the City who are appointed by the City Council for terms not to exceed twelve (12) months. The commission members will elect a chairperson and vice-chairperson within thirty (30) days after their appointment. Each Sunset Advisory Commission will be automatically dissolved when it presents its report to the City Council and the report is formally received and accepted by the City Council.

SECTION 3: The commission will adopt the rules and regulations it deems best to govern its actions, subject to the laws of the state and of this City.

(a) The rules and regulations will be so that the following goals can be attained:

- (1) Interview each member of each City board or commission or committee.
- (2) Attend two meetings of each City board or commission or committee if scheduled.
- (3) Interview each City board, commission or committee staff liaison person.
- (4) The review of the first Sunset Commission of each City board or commission or committee shall be completed by July 21, 2011 and presented to the City Council on or before July 28, 2011.
- (5) The review of all subsequent Sunset Commissions of each City board or commission or committee shall be completed and presented to the City Council within twelve (12) months of their appointment.

(b) The criteria used for its review of each City board, commission or committee is:

- (1) The efficiency with which the board, commission or committee operates;
- (2) The extent to which the City board, commission or committee is needed or used;
- (3) The extent to which the jurisdiction of the City board, commission or committee overlaps or duplicates the jurisdiction of other City boards, commissions or committees and the extent to which the functions conducted or performed can be consolidated with the functions of other City boards, commissions or committees;
- (4) Whether the City board, commission or committee has recommended to the City Council changes calculated to be of benefit to the public, rather than to an occupation, a business or an institution;
- (5) The promptness and effectiveness with which the City board, commission or committee disposes of complaints, if any, concerning persons affected by the City board, commission or committee;
- (6) The extent to which the City board, commission or committee has encouraged participation by the public in making its decisions, as opposed to participation solely by an occupation, a business or an institution, and the extent to which the public

participation has resulted in decisions compatible with the objectives established by the City Council for the City board, commission or committee; and

- (7) The extent to which the City board, commission or committee complies with the Open Records Act, V.T.C.A., Government Code, § 552.001 et seq., and with the Open Meetings Act, V.T.C.A., Government Code, § 551.001 et seq.

(c) The commission will submit to the City Council a written report on each City board, commission, or committee except the Sunset Advisory Commission. The report will contain recommendations on the abolition, continuation or reorganization of each City board, commission or committee and on the need for the performance of the functions of the City board, commission or committee.

(d) All City board, commissions or committees are subject to this division except the following.

- (1) A City board, commission or committee appointed by the City council for a limited purpose, that will automatically dissolve upon completion of that purpose.
- (2) A City board, commission or committee established under the City Charter.
- (3) The Sunset Advisory Commission, and any other City board, commission or committee that is expressly excepted from application of this division by the City Council.

(e) The commission, upon agreement of a majority of the Sunset Advisory Commission, may request the assistance of any City employee. The City employee will assist the commission when requested and when assistance is determined by the chairperson of the commission and the mayor to be essential and necessary to the commission's performance of its functions as provided for in this division.

SECTION 4: The City Council is not prohibited from terminating or abolishing a City board, commission or committee before a recommendation or a written report on the City board, commission or committee has been received by the City Council from the commission. The City Council is also not prohibited from considering any other recommendations, reports, changes or modifications relative to a City board, commission or committee.