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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, January 12, 2012 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentations and Recognitions:

- ❖ Presentation of the Texas Amateur Athletic Federation Silver Member City Award and individual service awards to the Parks and Recreation Department.

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:

- December 8, 2011 Workshop and Regular Council Meeting
- December 15, 2011 Executive Session and Special Joint Meeting with City of Bryan

- b. Presentation, possible action and discussion regarding the resolution awarding a three year contract (contract no. 12-055; bid no. 12-022) for Electric System Right-of-Way Clearing and Tree Trimming to Rios Tree Services, Inc. in the amount of \$1,294,002.40. *This item is also on the Workshop Agenda - Item 4.*
- c. Presentation, possible action, and discussion on the renewal for the rental of heavy equipment with Mustang Rental Services of Bryan, TX in the amount of \$75,000 annually.
- d. Presentation, possible action, and discussion regarding approval for the purchase of the equipment and services for upgrade of the Mobile Data Terminal (MDT) System from Moseley Associates for an amount not to exceed \$268,156.95.
- e. Presentation, possible action, and discussion regarding a contract to upgrade the Northgate Street Meter System with IPS Group, Inc. in the amount of an initial one-time cost of \$88,614 and an on-going annual cost of \$20,475.
- f. Presentation, possible action, and discussion on approval of an Amendment to the Enterprise Agreement (EA) for Microsoft software.
- g. Presentation, possible action, and discussion regarding an electric transmission Interconnection Agreement with Bryan Texas Utilities (BTU).
- h. Presentation, possible action, and discussion regarding approval of an electric transmission Interconnection Agreement with Entergy Texas, Inc. (ETI)
- i. Presentation, possible action, and discussion regarding renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000.00 per year.
- j. Presentation, possible action and discussion on a one year lease extension for Gambro Healthcare of Texas (aka DaVita, Inc.) in the Chimney Hill Shopping Center. Effective August 2012, the minimum monthly rent will increase from \$21,531.61 to \$22,177.09.

Regular Agenda

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

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 17.07 acres located at 1401 Arnold Road, generally located west of the College Station Medical Center and south of the Southwood Community Park, from R-1 Single-Family Residential to PDD Planned Development District.
2. Presentation and discussion regarding the College Station Medical District Master Plan.
3. Presentation, possible action, and discussion regarding the Council's Strategic Plan (2012), Policy Action Plan of Work, and strategies related to Diverse Growing Economy Strategic Initiative.
4. Adjourn.

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

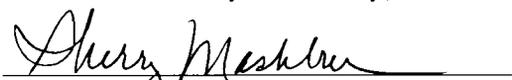
APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, January 12, 2012 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 6th day of January, 2012 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 January 6, 2012 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 _____, 2012 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2012.

City Council Regular Meeting

Thursday, January 12, 2012

Notary Public – Brazos County, Texas

My commission expires: _____

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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.

January 12, 2012
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:

- December 8, 2011 Workshop and Regular Council Meeting
- December 15, 2011 Executive Session and Special Joint Meeting with City of Bryan

Attachments:

- December 8, 2011 Workshop and Regular Council Meeting
- December 15, 2011 Executive Session and Special Joint Meeting with City of Bryan

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
DECEMBER 8, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy 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 2:27 p.m. on Thursday, December 8, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Reception to honor service award recipients and Employee of the Year nominees.

- Jay Socol, Director of Public Communications stated that employees with 5, 10 and 15 years were recognized at departmental ceremonies. A list of those employees can be found in the program for today's presentation.

2. Presentation of service awards for employees with 20 and more years of service, recognition of Employee of the Year nominees, and announcement of Employee of the Year.

- Presentation of awards to employees with 20, 25, 30 and 35 years of service was made by City Manager David Neeley and Mayor Berry. Mr. Neeley gave a special thanks to the honorees for their dedication and years of service to the city.
- Mr. Socol recognized all Employee of the Year nominees. Mayor Berry and City Manager Neeley presented nominees with plaques.
- Employee of the Year Award was presented to Celia Hernandez from the City Manager's Office by Mayor Berry and Mr. Neeley.

Workshop recessed at 2:50 p.m. for an Employee Recognition Reception. Meeting called back in session at 3:23 p.m.

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

Items 2c, 2q, 2r were pulled for clarification. Councilmember Brick requested that item 2q be pulled for a separate vote, and that she would be abstaining.

2c: Police Chief Jeff Capps stated in regards to the amendments proposed, all approval will be brought to Council for review.

2q: Assistant City Manager Frank Simpson stated that the estimated economic impact from out of town teams would be unknown and difficult to estimate, until the teams attending the bowl are selected. Brandon Webb, Blinn College, stated that the selection process for determined the bowl teams is conducted by the NJCAA. The city will be a sponsor of the event, while Blinn College will plan and run the event.

2r: Assistant City Manager Frank Simpson stated that the Convention and Visitors Bureau uses the building, owned by the city, rent free and the normal operating and maintenance cost is covered by the CBV. True capital expenditures are the responsibility of the City, as typical of most commercial leasing agreements. Mr. Simpson also stated that the building itself is not a part of the Chimney Hill complex located on the same property.

4. Presentation, possible action, and discussion regarding an update provided by the Convention and Visitors Bureau (CVB) on the progress made since the recent CVB Audit.

Shannon Overby, Executive Director of the Convention and Visitors Bureau presented to the Council further details of the CVB's progress and efforts to correct findings reported to council during the last audit. Ms. Overby outlined five major points to include; developing a new method for reporting the CVB's impact to all funding partners, updating the Employee Hand Book and Policy & Procedures Manual, making a cultural change within the organization, using check signing controls, which requires two signatures on all checks, and the completion of backup access to all financial records. Benchmarks for the year 2012 will include focusing on target market areas, servicing the groups coming into the community for repeat business, utilizing existing venues, cooperative marketing efforts, online focus through the CVB website and social media, and carrying over the Relax, Kick your feet up and Enjoy the rewards Campaign, for booking future events, into 2012. An improved reporting mechanism was also presented to council for review. Ms. Overby also addressed the issue brought up by the Audit

Committee in regards to the previous process for reporting numbers of rooms booked. The CVB now monitors room pick-up and tracks the actual numbers directly from the hotels. The estimated numbers are then adjusted to reflect the true numbers of rooms occupied with bodies.

Jeff Kersten, Executive Director, Fiscal Services, added that private companies who provide auditing services, to include investigating the practices of hotel reporting procedures, are an option. The city has had conversations with at least one company previously. Staff will continue to look at these companies in the future as a possibility. Ty Elliott, City Auditor, added that when conducting the initial audit of the CVB, the idea of using these companies was looked at, but it must be noted that Hotel Occupancy Tax funds might not be authorized by law to cover the cost of these companies.

5. Presentation, possible action, and discussion on an overview of the employee benefits plan.

Alison Pond, Director of Human Resources & Risk, present an overview of the 2012 employee benefits plan. The City of College Station's health plan is self-insured and administered by Blue Cross and Blue Shield. Being self-insured, the City also purchases stop loss (reinsurance) to limit the risk of the cost of high dollar claims. The 2012 plan year projected costs are based on a monthly average of 840 employees, retirees and COBRA participants. This represents a cost to the City of approximately \$807 per employee per month, or \$9684 per employee per year. Claims projections include a 9% increase over 2011, which trends with the national average. Ms. Pond added that retirees are eligible at the time of their retirement, to access the city's health plan. Retirees receive health care at a retiree rate different from current employees until the age of 65, when they become eligible for medicare.

6. Council Calendar

- **December 9-10 Christmas at the Creek, Wolf Pen Creek Park**
- **December 15 Groundwater Conservation District Board Meeting in Council Chambers at 3:00 p.m.**
- **December 15 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**
- **December 23 City Offices Closed for Christmas - HOLIDAY**
- **December 26 City Offices Closed for Christmas- HOLIDAY**
- **January 2 City Offices Closed for New Years- HOLIDAY**

Council reviewed the Council 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.

Council requested a future work shop item in regards to outsourcing services for the city's recycling program.

Council requested that staff provide review of the city's comprehensive street parking plan, starting with school zones.

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, BSWMA, BVWACS, Cemetery Committee, Code Review Committee, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, 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, Zoning Board of Adjustments.

Councilmember Brick reminded Council that the Bicycle, Pedestrian and Greenways Advisory Board's driving Greenways Tour will be on December 13th at 3:00, starting at City Hall.

Councilmember Fields stated that the Arts Council of the Brazos Valley made decisions on an updated budget that would create a reserve fund out of unexpended monies.

Councilmember Lyles updated Council on the previous Brazos County Health Board meeting, where the primary topic of discussion was food establishment inspections. The Health Board also approved changing their meeting time from 5:30 to 6:00 p.m.

Councilmember Ruesink attended the Sister Cities Home Tour on Tuesday night.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Deliberation Regarding Real Property, the College Station City Council convened into Executive Session at 4:58 p.m. on Thursday, December 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
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023

- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds
- Legal issues related to Public Works' employee complaint
- Shirley Maguire and Holly Maguire vs. City of College Station, Cause No. 11-002516-CV-272, in the 272nd District Court of Brazos County, Texas.

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

- Legal issues regarding possible revenue sharing and legislation in bio-corridor

C. Deliberation Regarding Real Property; to wit:

- Property located generally northwest of the intersection of First Street and Church Avenue in College Station

The Executive Session adjourned at 7:00 p.m. on Thursday, December 8, 2011.

No action was required from Executive Session.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:45 p.m. on Thursday, December 8, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 8, 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 Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy 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 7:05 p.m. on Thursday, December 8, 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

There were no Citizen Comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- November 21, 2011 Workshop and Regular Council Meeting

2b. Presentation, possible action, and discussion on an Ordinance 2011--3384 making the following changes to the City's General Election pursuant to Senate Bill 100, Eighty-Second Regular Legislature: moving the City's General Election day to the first Tuesday after the first Monday in November; establishing an effective date; and providing for severability. Presentación, posible acción, y discusión sobre una ordenanza 2011-3384, para realizar los siguientes cambios a las Elecciones Generales de la Ciudad de acuerdo al Proyecto de Ley del Senado número 1, de la Asamblea legislativa Regular número ochenta y dos: cambiando el día de las Elecciones Generales de la Ciudad al primer martes después del primer lunes en noviembre; estableciendo una fecha efectiva; y estableciendo provisiones divisibles.

2c. Presentation, possible action, and discussion considering Ordinance 2011-3385, amending Chapter 1, Section 16, "Firearms" of the College Station Code of Ordinances.

2d. Presentation, possible action, and discussion on consideration of Ordinance 2011-3386, amending Chapter 10, Section 2F, of the College Station Code of Ordinances regarding the Traffic Control Device Inventory, Schedule V (School Zones).

2e. Presentation, possible action and discussion regarding Resolution 12-08-11-2e, approving the purchase of various major equipment for the expansion of College Station Switch Substation totaling \$510,023.00 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

2f. Presentation, possible action and discussion regarding the approval of Resolution 12-08-11-2f, accepting from the Texas Division of Emergency Management (TDEM) the 2011 Homeland Security Grant Program Subrecipient of \$50,743, naming a City staff member as manager of those grant funds, and approving the 2011 City of College Station Equipment List (SHSP-LETPA) for purchase.

2g. Presentation, possible action and discussion on Resolution 12-08-11-2g, awarding a Construction Contract (12-031) to Follis-Cole Construction, LLC, in the amount of \$162,899.69 for the Emerald Forest Drainage Improvements Project.

2h. Presentation, possible action, and discussion regarding Resolution 12-08-11-2h, approving the professional services contract (Design Contract 12-008) with Bleyl and Associates in the amount of \$95,749.80, for the design of the Plantation Oaks Waterline (WF1433732).

2i. Presentation, possible action, and discussion regarding Resolution 12-08-11-2i, approving the construction contract (Contract 12-030) with Dudley Construction in the amount of \$712,656.42, for the construction of the Stephen C. Beachy Central Park Improvements project (PK 1001) which includes the replacement of the existing concessions facility at the softball fields.

2j. Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation for one year; and authorize the annual estimated expenditures of \$1,552,000.00.

2k. Presentation, possible action, and discussion regarding a Service Contract with Payment Processing Inc. for Electronic Credit Card Processing and Merchant Account Services for an initial three (3) year term with estimated banking fees and service charges not to exceed \$750,000 annually; and authorization for the City Manager to approve related Billing Schedules as needed from time to time.

21. Presentation, possible action, and discussion regarding adoption of the 2012 Annual Council Calendar.

2m. Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$74,175.93 for personal fire protective equipment.

2n. Presentation, possible action, and discussion on approving the Stop Loss reinsurance for the City's self-funded health plan with Blue Cross and Blue Shield of Texas (BCBS) for the period of January 1, 2012 through December 31, 2012. The estimated annual premiums are \$552,888.

2o. Presentation, possible action, and discussion on approving projected claim expenditures for the period of January 1, 2012 through December 31, 2012. The projected amount for claims is \$7,008,750.

2p. Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with AS&G Claims Administration Inc., for an annual expenditure of \$52,000.

2q. Presentation, possible action, and discussion regarding a proposal to bring an annual National Junior College Athletic Association Football Bowl Game to Bryan-College Station.

2r. Presentation, possible action, and discussion regarding the lease agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB).

2s. Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to KBS Electric \$105,520; HD Utilities \$136,230; Techline \$7,467; and StressCrete \$244,280 for a total of \$493,497.00.

Items 2q, 2r were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items 2q and 2r. The motion carried unanimously.

(2r)MOTION: Upon a motion made by Councilmember Lyles and a second by Mayor Berry, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the Consent Agenda Item 2r. The motion carried.

(2q)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schulz, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against and Councilmember Brick recusing herself, to approve the Consent Agenda Item 2q. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on Ordinances 2011-3387, and 2011-3388, amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Building Code and the 2011 National Electrical Code and Chapter 6, "Fire Protection" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Fire Code and 2012 Life Safety Code.

At approximately 7:37 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:38 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Ordinances 2011-3387, and 2011-3388, amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Building Code and the 2011 National Electrical Code and Chapter 6, "Fire Protection" of the Code of Ordinances of the City of College Station, Texas, adopting the 2012 International Fire Code and 2012 Life Safety Code. The motion carried.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3389, 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 1.97 acres located at 300 Texas Avenue South from C-1 General Commercial and R-4 Multi-Family to PDD Planned Development District.

At approximately 7:47 p.m., Mayor Berry opened the Public Hearing.

Derek Walton, 708 North Ave, Bryan, Texas, representative of Jones and Carter, the engineering firm representing the applicant, is present to answer questions.

Jim Ross, member, Planning & Zoning Commission, stated that the Commission recommends Council approve this item.

There being no further comments, the Public Hearing was closed at 7:53 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3389, 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 1.97 acres located at 300 Texas Avenue South from C-1 General Commercial and R-4 Multi-Family to PDD Planned Development District. The motion carried unanimously.

3. Public Hearing, presentation, possible action and discussion of Ordinance 2011-3390, amending Chapter 10 "Traffic Code", to remove parking along the south side of Gilchrist, west side of a section of Ashburn, and within 30 feet of the intersections of Gilchrist with Ashburn and Marsteller.

At approximately 7:59 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:00 p.m.

Nick Reeves, Assistant Principal, College Hills Elementary stated that school staff and the College Station Independent School District both support this amendment.

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 2011-3390, amending Chapter 10 "Traffic Code", to remove parking along the south side of Gilchrist, west side of a section of Ashburn, and within 30 feet of the intersections of Gilchrist with Ashburn and Marsteller. The motion carried unanimously.

4. Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along sections of Graz, Vienna, and Arnold streets in the Edelweiss subdivision.

At approximately 8:12 p.m., Mayor Berry opened the Public Hearing.

Logan Freeman, 3618 Vienna Drive, President of Edelweiss HOA, stated that he mailed letters to residents regarding this amendment and received a 3 to 1, yes to no ratio. Mr. Freeman requests that the council approve this item. Mr. Freeman also stated that the ration of owners to renters is approximately fifty/fifty, with small families being in the slight majority. He also stated that the driveways will easily fit four cars, not including in the garage, depending on the car size.

Steve Strong, 2503 Whispering Oaks Circle, Bryan, Texas, owner of 3600 Vienna, said he had no opportunity before the notice of this hearing sent by the city, to vote on this amendment and there were a number of home owners who were not given the opportunity to participate in the process. He asked Council to consider tabling this item and review it again after following proper procedure. Mr. Strong spoke with staff and was advised that Planning & Development Services obtains votes from all owners. Mr. Strong also noted that it is still manageable for Fire and EMS to navigate this section as agreed by the City's Fire Dept.

Matt Cope, 1207 Lancelot, Vice President of Community Relations for the TAMU Student Senate, stated he was present to represent the student body on the matter of parking restrictions as a whole. Mr. Cope stated that the student body is opposed to this amendment as a whole. He also said that the pictures presented by staff do not represent a need for the restrictions. Mr. Cope stated that being able to park four vehicles in one driveway is not practical especially with households of students. Mr. Cope requests that this item be postponed. This item was not voted on by the Student Senate, and was brought to the attention of the Executive Members of the Student Senate by Mr. Steve Strong.

Thomas Mather, 945 Dove Landing, former HOA member, stated that the HOA can only put parking restrictions on the home owners property and that is why they came to the city for help. Mr. Mather stated that the HOA did due diligence and preformed every requirement given by the city to have this issue brought to Council.

Hassau Charara, 3609 Vienna Drive, stated that other than the initial contact the HOA made with him, he heard nothing regarding this matter. He has concerns about where the overflow created by taking away the parking will park. This amendment would cause parking on his side of the street to increase and create a safety hazard by blocking the view on his street where children frequently play.

There being no further comments, the Public Hearing was closed at 9:05 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Lyles, the City Council voted 7 for and 0 opposed, to table the ordinance amending Chapter 10 "Traffic Code", to remove parking along sections of Graz, Vienna, and Arnold streets in the Edelweiss subdivision for future discussion. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion on Ordinance 2011-3391, of the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253.

At approximately 9:28 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:28 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Lyles, the City Council voted 6 for and 1 opposed, to adopt Ordinance 2011-3391, of the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253. The motion carried.

6. Presentation, possible action, and discussion regarding approval of Resolution 12-08-11-06, changing the sales price of cemetery spaces for the College Station Municipal Cemetery System.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted 7 for and 0 opposed, to adopt Resolution 12-08-11-06, changing the sales price of cemetery spaces for the College Station Municipal Cemetery System. The motion carried unanimously.

7. Presentation, possible action, and discussion on appointments to the Sunset Advisory Commission.

By majority consent, Council appointed Ann Marsh, Kay Parker and Betty Trost to the Sunset Advisory Commission.

8. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:45 p.m. on Thursday, December 8, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 15, 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 Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Mary Ann Powell, Deputy 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 12:10 p.m. on Thursday, December 15, 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, the College Station City Council convened into Executive Session at 12:10 p.m. on Thursday, December 15, 2011 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek legal advice; to wit:
- Legal Issues regarding possible revenue sharing and legislation in bio-corridor

The Executive Session adjourned at approximately 12:45 p.m. on Thursday, December 15, 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 12:45 p.m. on Thursday, December 15, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE JOINT MEETING WITH
THE CITY OF BRYAN AND
THE COLLEGE STATION CITY COUNCIL
DECEMBER 15, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

College Station Council:

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

Bryan Council

Jason Bienski
Ann Horton
Art Hughes
Chuck Konderla
Paul Madison
Mike Southerland

College Station City Staff:

David Neeley, City Manager
Mary Ann Powell, Deputy City Attorney
Sherry Mashburn, City Secretary

Bryan City Staff

Kean Register, City Manager
Joseph Dunn, Deputy City Manager
Hugh Walker, Deputy City Manager
Janis Hampton, City Attorney
Mary Lynne Stratta, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum of both Councils present, the Joint Meeting with the Bryan City Council and the College Station City Council was called to order at 1:40 p.m. on Thursday, December 15, 2011 at the Brazos Valley Council of Governments 3991 E. 29th Street, Bryan, Texas.

2. Presentation, possible action, and discussion on an Interlocal Agreement with the City of Bryan regarding the BioCorridor.

MOTION: Upon a motion made by Councilmember Konderla and a second by Councilmember Horton, the Bryan City Council voted five (5) for and one (1) opposed, with Councilmember Southerland voting against, to approve the Interlocal Agreement between the City of Bryan and the City of College Station, regarding the BioCorridor. The motion carried.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Schultz, the College Station City Council voted seven (7) for and none (0) opposed, to approve the Interlocal Agreement between the City of Bryan and the City of College Station regarding the BioCorridor. The motion carried unanimously.

3. Adjournment

MOTION: There being no further business, the Joint Meeting with the City of Bryan and College Station City Council was adjourned at 2:04 p.m. on Thursday, December 15, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

January 12, 2012
Consent Agenda Item No. 2b
Electric System Right-of-Way Clearing

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion regarding the resolution awarding a three year contract (contract no. 12-055; bid no. 12-022) for Electric System Right-of-Way Clearing and Tree Trimming to Rios Tree Services, Inc. in the amount of \$1,294,002.40. *This item is also on the Workshop Agenda - Item 4.*

Relationship to Strategic Goals: Core Services and Infrastructure – Maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule.

Recommendation(s): Staff recommends awarding contract no. 12-055 for Electric system Right-Of-Way Clearing and Tree Trimming to Rios Tree Services, Inc. in the amount of \$1,294,002.40 for a three year contract.

Summary: This contract is for three (3) years for labor and equipment necessary to provide Electric System Right-Of-Way Clearing of overhead power lines and the clearing of easements and right of ways for construction of new power lines. The bid requested firm pricing for three years with each year specifying areas of the electric system to be trimmed. Standard electric utility practices have recommended a three (3) year system trimming cycle. The bid document included fiscal funding provisions so that if for any reason funding is not appropriated for these services, the contract is null and void.

Budget & Financial Summary: Request for bids were sent out and six (6) bids were received and opened on Dec 6, 2011. The majority of the tree trimming expenses will be funded out of the Electric Utility's Departmental Operating Budget. A minor portion will be funded out of the Electric Utility Capital Improvement Projects fund for new power line extensions. Funds will be budgeted for the tree trimming over a three year period.

Attachments:

- 1 Resolution
- 2 Bid Tab

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SERVICE CONTRACT FOR THE ELECTRIC SYSTEM RIGHT-OF-WAY CLEARING AND TREE TRIMMING PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for an Annual Price Agreement for Electric System Right-Of-Way Clearing and Tree Trimming Project; and

WHEREAS, the selection of Rios Tree Services, Inc. is being recommended as the lowest responsible bidder for the services related to Electric System Right-Of-Way Clearing and Tree Trimming Project; 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 Rios Tree Services, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Rios Tree Services, Inc. for \$1,294,002.40 for the labor, materials and equipment required for the improvements related the Electric System Right-Of-Way Clearing and Tree Trimming Project.

PART 3: That the funding for this Project shall be as budgeted from the Electric Utility Departmental Operating budget & the Electric Utility Capital Improvement Projects budget, in the amount of \$1,294,002.40.

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

ADOPTED this _____ day of _____, A.D. 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson
City Attorney



2011/2012 Trimming Estimates

	Distribution Circuits #	3-Phase Footage	1-Phase Footage	Estimated % Trees	Estimated Total Footage Trees	ABC Professional Tree Service	Asplundh Tree Expert Co.	Bio Landscape & Maintenance, Inc.	Evergreen Tree Service	National Tree Expert Co., Inc.	Rios Tree Service, Inc.
1	2309	13,997	5,776	50%	9,887	\$ 20,775.00	\$ 32,494.00	\$ 21,901.56	\$ 78,620.00	\$ 13,940.67	\$ 11,984.24
2	3208	8,811	4,587	70%	9,379	\$ 13,365.00	\$ 18,298.00	\$ 20,776.41	\$ 34,220.00	\$ 13,224.39	\$ 11,368.48
3	2103	14,841	16,334	80%	24,940	\$ 34,290.00	\$ 53,866.00	\$ 55,249.56	\$ 43,970.00	\$ 35,165.40	\$ 30,230.30
4	2104	14,664	16,253	80%	24,734	\$ 32,225.00	\$ 64,463.00	\$ 54,792.33	\$ 44,770.00	\$ 34,874.94	\$ 29,980.61
5	1101	12,426	11,604	70%	16,821	\$ 23,365.00	\$ 46,635.00	\$ 37,263.55	\$ 29,970.00	\$ 23,717.61	\$ 20,389.09
6	1102	32,277	9,852	50%	21,065	\$ 30,500.00	\$ 36,793.00	\$ 46,664.17	\$ 79,830.00	\$ 29,701.65	\$ 25,533.33
7	3103	18,570	8,085	60%	15,993	\$ 26,700.00	\$ 49,081.00	\$ 35,429.28	\$ 45,200.00	\$ 22,550.13	\$ 19,385.45
8	4103	22,117	16,714	50%	19,416	\$ 12,850.00	\$ 33,181.00	\$ 43,011.14	\$ 46,900.00	\$ 27,376.56	\$ 23,534.55
9	5104	18,816	1,263	60%	8,433	\$ 6,200.00	\$ 23,230.00	\$ 26,688.60	\$ 33,000.00	\$ 11,890.53	\$ 10,221.82
10	6103	21,853	11,150	60%	19,801	\$ 30,000.00	\$ 47,637.00	\$ 43,866.91	\$ 46,000.00	\$ 27,919.41	\$ 24,001.21
11	5103	16,711	0	50%	8,355	\$ 7,200.00	\$ 13,957.00	\$ 18,509.93	\$ 31,500.00	\$ 11,780.55	\$ 10,127.27
13	1103	24,208	15,425	80%	28,535	\$ 38,427.00	\$ 58,387.00	\$ 70,239.16	\$ 43,620.00	\$ 40,234.35	\$ 34,587.88
14	3206	13,259	7,340	70%	11,535	\$ 24,835.00	\$ 33,711.00	\$ 31,943.06	\$ 41,400.00	\$ 16,264.35	\$ 13,981.82
15	Misc. Hourly 24 weeks x Crew & Equipment Hrly Rate *					\$ 203,760.00	\$ 113,174.40	\$ 264,240.00	\$ 153,129.60	\$ 149,760.00	\$ 153,600.00
					Total Est. Footage	218,894					
					Distribution Grand Total	\$ 504,492.00	\$ 624,907.40	\$ 770,575.66	\$ 752,129.60	\$ 458,400.54	\$ 418,926.05

Transmission System Row of Way Clearing & Trimming

25,200 ft. of various ROW trimming & brush clearing	Total	\$ 66,276.00	\$ 9,831.00	\$ 81,900.00	\$ 78,950.00	\$ 5,950.00	\$ 30,545.45
17,574 ft. of various ROW brush clearing	Total	\$ 46,224.00	\$ 12,313.00	\$ 61,509.00	\$ 52,610.25	\$ 3,975.00	\$ 21,301.82
Transmission Grand Total		\$ 112,500.00	\$ 22,144.00	\$ 143,409.00	\$ 131,560.25	\$ 9,925.00	\$ 51,847.27

2011/2012 Grand Total Transmission and Distribution	\$ 616,992.00	\$ 647,051.40	\$ 913,984.66	\$ 883,689.85	\$ 468,325.54	\$ 470,773.32
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2012/2013 Trimming Estimates

	Distribution Circuits #	3-Phase Footage	1-Phase Footage	Estimated % Trees	Estimated Total Footage Trees	Circuit Total Cost					
1	6205	14,284	20,434	80%	27,774	\$ 26,530.00	\$ 83,687.00	\$ 61,464.81	\$ 74,400.00	\$ 40,827.78	\$ 33,665.45
2	3104	17,201	15,274	60%	19,485	\$ 35,560.00	\$ 66,964.00	\$ 43,165.11	\$ 47,700.00	\$ 28,642.95	\$ 23,618.18
3	3101	16,185	24,093	80%	32,222	\$ 58,200.00	\$ 91,208.00	\$ 71,382.26	\$ 68,500.00	\$ 47,366.34	\$ 39,056.97
4	4207	7,013	249	50%	3,631	\$ 1,945.00	\$ 2,507.00	\$ 8,043.75	\$ 12,500.00	\$ 5,337.57	\$ 4,401.21
5	2507	11,273	4,112	40%	6,154	\$ 24,750.00	\$ 21,257.00	\$ 13,632.95	\$ 31,500.00	\$ 9,046.38	\$ 7,459.39
6	5310	22,097	1,592	50%	11,845	\$ 6,800.00	\$ 15,450.00	\$ 26,239.11	\$ 34,400.00	\$ 17,412.15	\$ 14,357.58
7	4102	6,581	268	40%	2,739	\$ 1,500.00	\$ 2,226.00	\$ 6,069.03	\$ 16,800.00	\$ 4,026.33	\$ 3,320.00
8	3102	26,415	13,453	50%	19,934	\$ 45,350.00	\$ 70,236.00	\$ 44,159.78	\$ 46,900.00	\$ 29,302.98	\$ 24,162.42
9	2205	5,201	0	5%	260	\$ 1,500.00	\$ 2,750.00	\$ 576.09	\$ 9,700.00	\$ 382.20	\$ 315.15
10	2102	37,900	6,827	80%	32,204	\$ 27,530.00	\$ 78,924.00	\$ 79,266.95	\$ 49,800.00	\$ 47,339.88	\$ 39,035.15
11	5312	51,688	34,827	70%	48,448	\$ 81,055.00	\$ 144,843.00	\$ 134,159.63	\$ 88,820.00	\$ 71,218.56	\$ 58,724.85
16	Misc. Hourly	24 weeks x Crew & Equipment Hrly Rate *				\$ 203,760.00	\$ 113,174.40	\$ 264,240.00	\$ 153,129.60	\$ 149,760.00	\$ 153,600.00
Total Est. Footage					204,696						
2012/2013 Distribution Grand Total						\$ 514,480.00	\$ 693,226.40	\$ 752,399.47	\$ 634,149.60	\$ 450,663.12	\$ 401,716.35



2013/2014 Trimming Estimates

	Distribution Circuits #	3-Phase Footage	1-Phase Footage	Estimated % Trees	Estimated Total Footage Trees	Circuit Total Cost						
1	4208	34,233	278	50%	17,256	\$ 7,300.00	\$ 11,689.00	\$ 38,226.10	\$ 15,600.00	\$ 26,574.24	\$ 20,916.36	
2	4104	26,765	68	60%	16,099	\$ 5,675.00	\$ 15,638.00	\$ 35,665.87	\$ 47,500.00	\$ 2,500.00	\$ 19,513.94	
3	6101	13,693	9,112	80%	18,244	\$ 23,780.00	\$ 51,912.00	\$ 40,415.92	\$ 52,900.00	\$ 28,095.76	\$ 22,113.94	
4	2206	7,748	3,970	50%	5,859	\$ 14,200.00	\$ 21,290.00	\$ 12,979.44	\$ 19,875.00	\$ 9,022.86	\$ 7,101.82	
5	3207	11,630	14,420	90%	23,445	\$ 33,435.00	\$ 61,469.00	\$ 51,937.69	\$ 67,700.00	\$ 36,105.30	\$ 28,418.18	
6	2207	43,958	19,072	40%	25,212	\$ 23,525.00	\$ 80,042.00	\$ 55,852.12	\$ 62,200.00	\$ 38,826.48	\$ 30,560.00	
7	2208	8,628	2,381	30%	3,303	\$ 10,420.00	\$ 19,630.00	\$ 7,316.47	\$ 7,000.00	\$ 5,086.62	\$ 4,003.64	
8	2311	17,389	13,349	80%	24,590	\$ 36,155.00	\$ 61,959.00	\$ 54,475.09	\$ 42,220.00	\$ 37,868.60	\$ 29,806.06	
9	2312	9,788	3,324	50%	6,556	\$ 16,890.00	\$ 8,782.00	\$ 14,523.50	\$ 18,500.00	\$ 10,111.64	\$ 7,946.67	
10	2101	11,807	376	50%	6,092	\$ 13,200.00	\$ 22,554.00	\$ 13,494.50	\$ 31,500.00	\$ 9,381.68	\$ 7,384.24	
11	3205	24,902	19,612	100%	44,523	\$ 59,000.00	\$ 143,443.00	\$ 98,611.83	\$ 88,300.00	\$ 68,565.42	\$ 53,967.27	
12	2310	4,413	1,602	20%	1,203	\$ 4,275.00	\$ 6,183.00	\$ 2,665.00	\$ 6,200.00	\$ 1,852.62	\$ 1,458.18	
13	4206	8,287	3,735	30%	3,607	\$ 2,650.00	\$ 5,256.00	\$ 7,989.70	\$ 12,770.00	\$ 5,554.78	\$ 4,372.12	
14	5101	20,025	132	60%	12,094	\$ 5,400.00	\$ 5,688.00	\$ 26,792.27	\$ 26,250.00	\$ 2,500.00	\$ 14,659.39	
15	6102	8,796	295	20%	1,818	\$ 22,472.00	\$ 11,844.00	\$ 4,027.86	\$ 7,500.00	\$ 2,799.72	\$ 2,203.64	
16	6104	2,685	2,048	20%	946	\$ 900.00	\$ 2,151.00	\$ 2,097.00	\$ 4,500.00	\$ 1,456.84	\$ 1,146.67	
17	4101	11,565	3,680	40%	6,098	\$ 5,800.00	\$ 11,291.00	\$ 13,508.89	\$ 29,300.00	\$ 9,390.92	\$ 7,391.52	
18	6206	8,658	1,551	40%	4,083	\$ 10,000.00	\$ 14,993.00	\$ 9,046.40	\$ 11,500.00	\$ 6,287.82	\$ 4,949.09	
16	Misc. Hourly	24 weeks x Crew & Equipment Hrly Rate *					\$ 203,760.00	\$ 113,174.40	\$ 264,240.00	\$ 153,129.60	\$ 149,760.00	\$ 153,600.00
Total Est. Footage					221,028							
2013/2014 Distribution Grand Total						\$ 498,837.00	\$ 668,988.40	\$ 753,865.65	\$ 704,444.60	\$ 451,741.30	\$ 421,512.73	

Distribution System 3 year System Trimming

122 Mile of Trimming	Distribution Lines Grand Total	\$ 1,517,809.00	\$ 1,987,122.20	\$ 2,276,840.78	\$ 2,090,723.80	\$ 1,360,804.96	\$ 1,242,155.13
	Transmission Grand Total	\$ 112,500.00	\$ 22,144.00	\$ 143,409.00	\$ 131,560.25	\$ 9,925.00	\$ 51,847.27
	3 Year Contract Total	\$ 1,630,309.00	\$ 2,009,266.20	\$ 2,420,249.78	\$ 2,222,284.05	\$ 1,370,729.96	\$ 1,294,002.40



*For Misc. Hour work total all man hours and equipment and multiply by 40, this will give us a total for 1 week, than multiply by 24 to get the total for the 24 weeks.						
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Payroll Charges												
Class C Trimmer	\$	25.80	\$	18.48	\$	47.00	\$	17.88	\$	15.00	\$	16.99
Class B Trimmer	\$	26.80	\$	19.93	\$	50.00	\$	18.88	\$	17.00	\$	18.11
Class A Trimmer	\$	26.80	\$	19.93	\$	53.00	\$	21.10	\$	19.50	\$	21.09
Foreman	\$	28.50	\$	23.55	\$	57.00	\$	22.20	\$	25.00	\$	23.81
Equipment Charges										\$	7.50	
Hydraulic Dump Truck	\$	16.85	\$	10.00	\$	13.00	\$	18.50	\$	9.00	\$	33.80
Power Saw	\$	2.00	\$	1.00	\$	3.75	\$	3.50	\$	-	\$	4.10
Bucket Truck	\$	22.00	\$	18.00	\$	22.00	\$	27.75	\$	14.50	\$	23.00
Brush Chipper	\$	6.50	\$	5.00	\$	6.50	\$	14.20	\$	3.50	\$	13.50
Tractor/Mower	\$	57.00	\$	2.00	\$	23.00	\$	15.50	\$	45.00	\$	5.60
	\$	212.25	\$	117.89	\$	275.25	\$	159.51	\$	156.00	\$	160.00
	\$	203,760.00	\$	113,174.40	\$	264,240.00	\$	153,129.60	\$	149,760.00	\$	153,600.00

NOTES:
 ABC Miscalculated Payroll Charges and Equipment Charges for each year
 Bol Landscape Miscalculated Payroll Charges and Equipment Charges for each year
 Evergreen Miscalculated Payroll Charges and Equipment Charges for each year

January 12, 2012
Consent Agenda Item No. 2c
Rental of Heavy Machinery

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on the renewal for the rental of heavy equipment with Mustang Rental Services of Bryan, TX in the amount of \$75,000 annually.

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

Recommendation(s): Staff recommends that Council approves the renewal of an annual bid award with Mustang Rental Services for rental of heavy equipment in an amount not to exceed \$75,000 annually.

Summary: The City of College Station and the City of Bryan combined their annual requirements for heavy machinery rental and jointly solicited formal bids. As a result of this joint effort, nine bids were received. Staff at the City of College Station and the City of Bryan independently reviewed the bids and both Cities recommended award to Mustang Rental Services. Renewal of this contract will meet the needs of various city departments requiring the rental of heavy and/or specialized equipment. This is the second and last renewal option for this bid.

Budget & Financial Summary: Funds are budgeted and available in General Fund, Public Works and Parks Operations, and Public Utilities Fund, Electric/Water/WasteWater Operations.

Attachments: Renewal Agreement



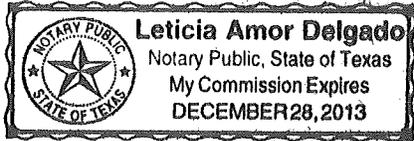
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 20th day of DECEMBER, 2011,

by Lance Feldhausen in his/her capacity as SALES REPRESENTATIVE of MUSTANG RENTAL SERVICES, a TEXAS Corporation, on behalf of said corporation.



Leticia Amor Delgado
Notary Public in and for the
State of Texas

STATE OF TEXAS

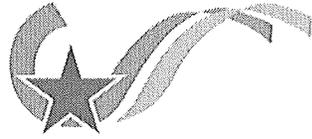
ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2012,

by _____ in the capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



CITY OF COLLEGE STATION

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 10-08 for rental of heavy machinery in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning January 25, 2012 through January 24, 2013.

MUSTANG RENTAL SERVICES OF TEXAS, Ltd.

Lance Fick LANCE FELDMOUSEN
AUTHORIZED REPRESENTATIVE

12-20-2011
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

N. K. ...
City Attorney

DATE

Executive Director Business Services

DATE

January 12, 2012
Consent Agenda Item No. 2d
MDT System Replacement

To: David Neeley, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval for the purchase of the equipment and services for upgrade of the Mobile Data Terminal (MDT) System from Moseley Associates for an amount not to exceed \$268,156.95

Key Strategic Initiative: Core services and infrastructure.

Recommendation(s): Staff recommends approval.

Summary: This contract is associated with project CO 0701m which replaces the electronic equipment that provides the interface between the radio frequency system (700/800 MHz radio system) and the Internet Protocol system (Computer Aided Dispatch). This equipment is located at the Radio Tower and was scheduled to be upgraded following the Radio System Voice Replacement. The Data System vendor, Motorola, does not offer a low data rate system to replace or upgrade the current data system. A new vendor, Moseley Associates and their primary subcontractor CalAmp (formerly DataRadio), does provide a similar system.

On September 8th, Council approved an Interlocal Agreement with the City of Plano to enter into a cooperative purchasing agreement. The City of Plano has a contract with Moseley Associates for Public Safety Radio Data. This contract piggybacks on Plano's contract to provide the City of College Station with a replacement system for wireless public safety data communications

Budget & Financial Summary: Funding for this contract is included MDT System Replacement Capital Project (CO 0701).

Attachments:

Contract is on file in the City Secretary's Office

January 12, 2012
Consent Agenda Item No. 2e
Northgate Street Meter Contract

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a contract to upgrade the Northgate Street Meter System with IPS Group, Inc. in the amount of an initial one-time cost of \$88,614 and an on-going annual cost of \$20,475.

Relationship to Council Strategic Plan: Financially Sustainable City Providing Response to Core Services and Infrastructure, and Diverse Growing Economy.

Recommendation(s): Staff recommends approval of the contract with IPS Group, Inc.

Summary: This contract provides for a comprehensive upgrade of our on-street meter parking assets in Northgate. After more than ten (10) years of heavy use, the existing meters have reached the end of their serviceable life. While the existing meters are currently functional, changes in technology for both revenue collection and meter auditing has rendered them obsolete. Staff has identified an immediate need to procure equipment that utilizes modern technology and provides a superior operational and customer service experience. An additional driving factor behind this project is the street and sidewalk rehabilitation work involving Tauber Street and Stasney Street. Completion of the Tauber/Stasney Street rehabilitation project creates seventy-two (72) new locations for on-street parking meters. With the addition of these spaces, the total number of on-street parking meters in Northgate will be one hundred five (105). This proposed meter system from IPS will provide patrons with both coin and credit card payment options, similar to the existing system in the Northgate surface parking lot. Additionally, vehicle detection sensors and comprehensive back office software applications associated with the new meters will increase the overall efficiency of our revenue collection and code enforcement efforts by automatically notifying staff when vehicles are present, when a meter requires service, and when a meter has reached its capacity. As such, this system will more effectively track meter usage, maximize time spent on enforcement, and significantly reduce meter downtime.

Budget & Financial Summary: In FY11, Council approved a one-time service level adjustment for the Northgate Parking Enterprise Fund which was intended to cover replacement and/or upgrade of the existing on-street parking meter infrastructure in the Northgate district. After an unsuccessful attempt to bring an executed contract to Council in August 2011, the approved funding reverted back to the fund balance and this project was rebid in October 2011. A budget amendment intended to cover the costs associated with this project will be presented for Council's consideration on January 26, 2012.

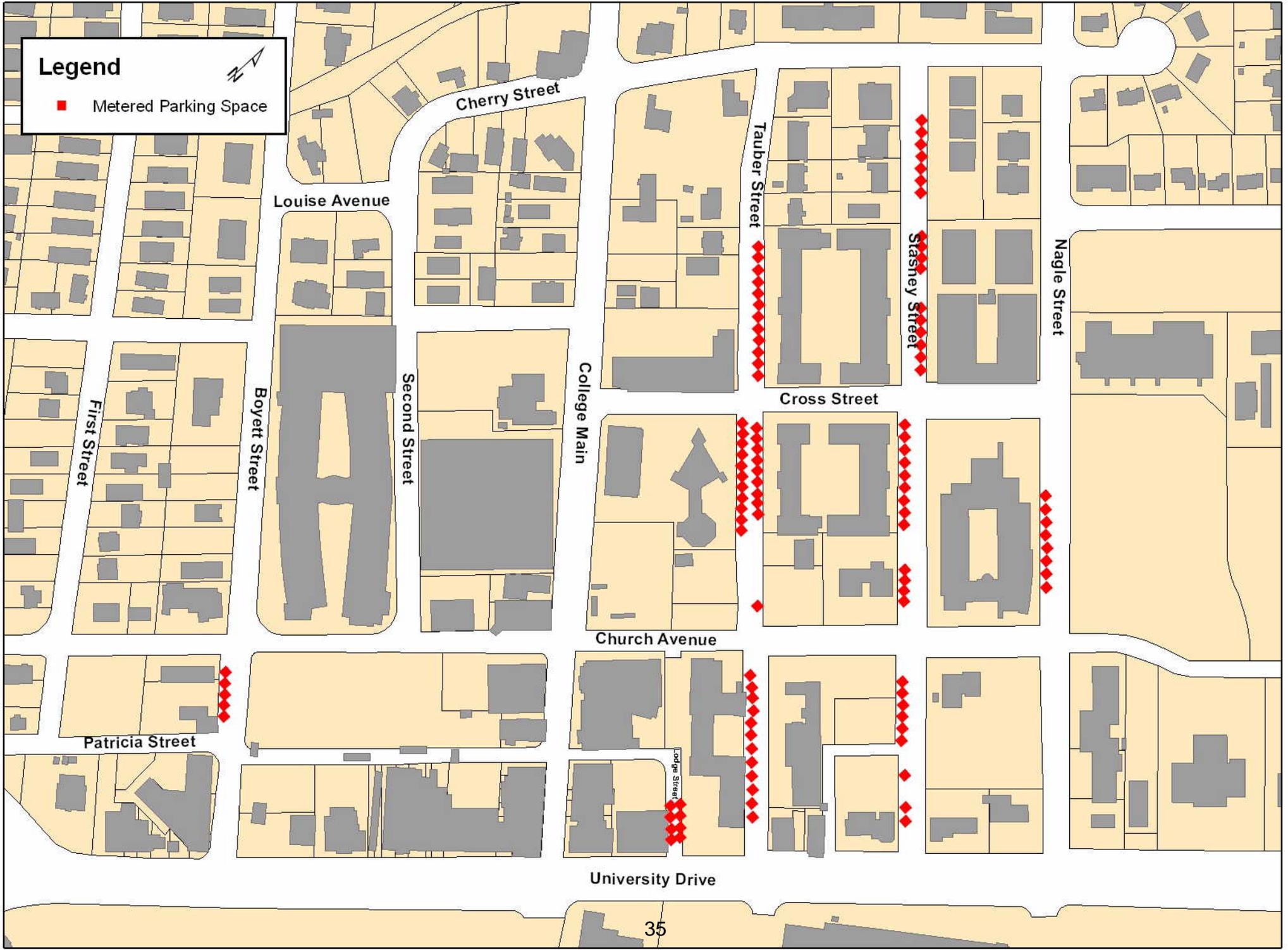
Attachment(s):

1. Map of post-construction street meters
2. A copy of the contract with IPS Group, Inc. is available in the City Secretary's Office

Map of Post-Construction Street Parking Assets

Legend

■ Metered Parking Space



January 12, 2012
Consent Agenda Item No. 2f
Microsoft Enterprise Software Agreement with Dell - Amendments

To: David Neeley, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion on approval of an Amendment to the Enterprise Agreement (EA) for Microsoft software.

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

Recommendation(s): Staff recommends approval of the Amendments to the Enterprise Agreement.

Summary: At the November 10, 2011 Council Meeting, Council approved entering into an Enterprise software agreement with Microsoft Corporation. Through administrative error, these amendments to that agreement were not sent to the City before the item was prepared and submitted for approval.

These Amendments convert existing license agreements to the Enterprise Agreement (Amendment M71), set the effective date as October 1, 2011 (Amendment M23), and add Enterprise Online Services (Amendment W21).

These Amendments do not change the pricing and costs of the Enterprise Agreement approved by Council on November 10, 2011 (\$88,232.82 over 3 years).

Budget & Financial Summary: Funding for the first year cost of the Enterprise Agreement (\$26,502.40) is included in the E-mail and File System Migration Capital Project (CO 1201).

Attachments:

1. Program Signature Form
2. Enterprise Agreement Amendment M71
3. Enterprise Agreement Amendment M23
4. Enterprise Agreement Amendment W21

Program Signature Form

MBA/MBSA number	U1063194
Agreement number	01E61288

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Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Enterprise Enrollment Amendment – Adding Enterprise Online Services (New and Renewal) – State and Local Amendment	W21
Enterprise Enrollment Amendment	M71
Enterprise Enrollment Amendment	M23
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * City of College Station	Microsoft Licensing, GP
Signature * _____	Signature
Printed Name * Nancy Berry	Printed Name
Printed Title * Mayor, City of College Station	Printed Title
Signature Date *	Signature Date (date Microsoft Affiliate countersigns)

Tax ID	Effective Date (may be different than Microsoft's signature date)
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* indicates required field

Optional 2nd Customer signature or Outsourcer Signature (if applicable)

Customer	Outsourcer
Name of Entity (must be legal entity name) * City of College Station	Name of Entity (must be legal entity name) *
Signature * _____	Signature * _____
Printed Name * Ben Roper	Printed Name *
Printed Title * IT Director	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Name of Preparer _____ Email of Preparer _____

Enterprise Enrollment Amendment ID M23

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Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be **October 1, 2011**.

This Amendment must be attached to a signature form to be valid.



Enterprise Enrollment Amendment ID M71

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Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment **New** is amended as follows:

Microsoft provides credit for unexpired Software Assurance that is being renewed into the Enrollment from See Attached Previous Agreement/Enrollment Form. To receive unexpired Software Assurance credit from multiple prior enrollments or agreements, the Previous Agreement/Enrollment form must be attached.

This Amendment must be attached to a signature form to be valid.



Enterprise Enrollment Amendment – Adding Enterprise Online Services (New and Renewal) – State and Local Amendment ID W21

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This amendment (“Amendment”) is entered into between the parties as of the effective date identified on the signature form. It amends the Enterprise Enrollment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect. This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. This Amendment must be accompanied by a Product Selection form.

Terms and Conditions

1. Definitions.

Capitalized terms used but not defined in this Amendment will have the meanings provided in the Agreement and Enterprise Enrollment. The following definitions are used in this Amendment:

“Customer Data” means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through Enrolled Affiliate’s use of the Online Services.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“License” means Enrolled Affiliate’s right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses under this agreement;

“Online Services” means the Microsoft-hosted services identified in the Online Services section of the Product List.

“Product” means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

“Qualified Device” means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate’s Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate’s Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access

License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Amendment enables Enrolled Affiliate’s Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Transitions.

a. Transitions. The following requirements apply to Transitions:

- (i)** Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii)** If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iii)** If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (iv)** If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. Effect of Transition on Licenses. Transition will not affect Enrolled Affiliate’s rights in perpetual Licenses paid in full.

- (i)** New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (ii)** For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
- (iii)** For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. **Pricing.**

- a. **How to Establish a Price Level.** Price levels for Enterprise Product and Enterprise Online Services will be as follows:
- (i) If all Products selected in the pool are licensed by Device, price level is based on the initial Qualified Desktop count;
 - (ii) If all Products selected in the pool are licensed by User, price level is based on the initial Qualified User count; and
 - (iii) If Products selected in the pool are licensed by both User and Device, price level is based on the greater of the Qualified User or Qualified Desktop count in the initial order.
- Price levels for Additional Products will be based upon the corresponding price level of the Enterprise Product and Enterprise Online Services Product pools. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service from one of the Product pools, the price level for Additional Products in that pool will be price level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's pricing for each Product will be established by its Reseller. Microsoft's prices for Resellers for Products identified in the initial order process are fixed throughout the Enrollment term. Pricing for Additional Products added after the initial order will be as described in the Enterprise Agreement.

5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
- (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
- (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted).

Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

(i) Enterprise Products. Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) Additional Products. For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) Online Services. For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) Late true-up order. If the true-up order is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) Transitions. Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) Subscription License Reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) Update statement. An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
 - (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
 - (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. ***End of Enrollment term options for Online Services where Enrolled Affiliate elects not to Renew.***

- a. **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
- (i) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate’s price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, they must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - (ii) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, they must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
- b. **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- c. **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:
- (i) disable its account and then delete its Customer Data (“Data Deletion”); or
 - (ii) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the “Retention Period”) so that Enrolled Affiliate may extract its Customer Data.
 - (iii) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft’s standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs

to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.

- (iv) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
 - (v) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.
- d. **Termination for cause.** For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination

7. Online Services Supplemental Terms and Conditions

a. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Enrolled Affiliate's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Enrolled Affiliate notifies Microsoft within the warranty period, then Microsoft provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Enrolled Affiliate's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of Products that Enrolled Affiliate is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

b. Enrolled Affiliate's agreement to protect.

Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or

(ii) arise from Enrolled Affiliate's or its end user's violation of the terms of this agreement.

Enrolled Affiliate must pay the amount of any resulting adverse final judgment (or settlement to which Enrolled Affiliate consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to this section. Microsoft must (1) give Enrolled Affiliate sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Enrolled Affiliate will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

c. Limitation on liability.

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to the amount Enrolled Affiliate was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Online Services provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's obligations under the section of the Master Terms titled "Defense of infringement, misappropriation, and third party claims" or Enrolled Affiliate's obligations under the section of these Supplemental Terms titled "Enrolled Affiliate's agreement to protect";
- (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
- (iii) liabilities arising out of any breach by either party of its obligations under the section of the Master Terms entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Affiliate paid for the Online Service giving rise to that liability during the prior 12 months;
- (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
- (v) violation by either party of the other party's intellectual property rights.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSOFT'S OBLIGATIONS IN THE SECTION OF THE MASTER TERMS TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR ENROLLED AFFILIATE'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "ENROLLED AFFILIATE'S AGREEMENT TO PROTECT."

d. Open Source License restrictions.

Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, "Open Source License Terms"). Neither party may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, "Provide") in a manner that would subject the other's computer code to Open Source License Terms. Microsoft is not responsible for Enrolled Affiliate's upload, use or distribution of Enrolled Affiliate's code from the Online Services. Enrolled Affiliate may upload code to an Online Service and allow third parties access to use or download Enrolled Affiliate's code on the Online Service, provided that (1) such use is not restricted by a license agreement or the Product Use Rights and (2) any Open Source License Terms apply solely to Enrolled Affiliate and their uploaded code, and not to any code or Products provided by Microsoft. Each party warrants that it will not provide the other party with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

e. Applicability of Supplemental Terms.

These Supplemental Terms apply only to Enrolled Affiliate's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Enterprise Agreement, the Enrollment, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Enterprise Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

8. Order of Precedence.

In the event of a conflict between the terms of this Amendment and any other document that is part of the agreement, the terms of this Amendment control.

This Amendment must be attached to a signature form to be valid.



Enterprise and Enterprise Subscription Enrollment Product Selection Form

Step 1. Please indicate Enrolled Affiliate's primary product option(s) for this enrollment:

- Enterprise Product Platform or individual Enterprise Products: <Choose One>
- Enterprise Online Services

Step 2. (Only if selecting Enterprise Product Platform or individual Enterprise Product above) Enrolled Affiliate must enter all fields below:

950 Qualified Devices 950 Qualified Users Device/User Ratio: 1.00

Step 3. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any quantities of Licenses to which Enrolled Affiliate is transitioning within Enrollment term. For Licenses to which Enrolled Affiliate is transitioning, select the Product and choose '0' for quantity.

Products ¹	Quantity
<input type="checkbox"/> Office Professional Plus	
<input type="checkbox"/> Office Pro Plus	
<input type="checkbox"/> Office Pro Plus for Office 365	
<input type="checkbox"/> Office 365 Plans¹	
<input type="checkbox"/> Office 365 (Plan E1)	
<input type="checkbox"/> Office 365 (Plan E2)	
<input type="checkbox"/> Office 365 (Plan E3)	
<input type="checkbox"/> Office 365 (Plan E4)	
<input type="checkbox"/> Client Access License (CAL). Choose 1 Option.	
<input type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
<input type="checkbox"/> Windows Desktop	
<input type="checkbox"/> Windows OS Upgrade	
<input type="checkbox"/> Windows VDA	
<input type="checkbox"/> Windows Intune¹	
<input type="checkbox"/> Windows Intune	

Products ¹	Quantity
<input type="checkbox"/> Windows Intune Add-on ²	
<input type="checkbox"/> Other Enterprise Products	
<input type="checkbox"/> Microsoft Desktop Optimization Pack (MDOP) ³	

If selecting **Windows Desktop** or **Windows Intune** option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Qty from above		Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	0	250 and Above	D
Client Access License + Office 365 (Plans E1-E4)	2	0		
Client Access License + Windows Intune Add-on + Windows Intune	3	0		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	0		
Product Offering/Pool				Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4				D
Additional Product Application Pool: Set price level using quantity from Group 1				D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3				D
Additional Product Systems Pool: Set price level using quantity from Group 4				D

¹ Additional Products may be included on the order, but are not selected on this form.

² Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

³ MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.

January 12, 2012
Consent Agenda Item No. 2g
Approval of Interconnection Agreement with Bryan Texas Utilities

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, discussion, and possible action regarding an electric transmission Interconnection Agreement with Bryan Texas Utilities (BTU).

Relationship to Strategic Goals: Core Services and Infrastructure – Meet or exceed all state/federal standards.

Recommendation: Staff recommends approval of the electric transmission Interconnection Agreement with BTU.

Summary: The Electric Reliability Council of Texas (ERCOT) requires an Interconnection Agreement between any two entities connected to each other on the electric transmission grid in order to clearly define the point of interconnection, the ownership of equipment, and the responsibility for maintaining and operation that equipment. The City of College Station (COCS) currently has an Interconnection Agreement with Brazos Electric Power Coop (BEPC) and is working on an Interconnection Agreement with Entergy, which will be required to be completed before they can tie into the ERCOT system. The Interconnection Agreement between COCS and BTU will fulfill the ERCOT interconnection documentation requirements for ties at Switch Station Substation, Greens Prairie Substation, Southwood Valley Substation, Dowling Road Substation, and the fiber ties between BTU and COCS. This document will be amended in the future to add the proposed Northgate Substation, which should be completed in 2013.

Budget & Financial Summary: N/A

Attachment:
Interconnection Agreement is in the City Secretary Office

January 12, 2012
Consent Agenda Item No. 2h
Approval of Interconnection Agreement with Entergy Texas, Inc.

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, discussion, and possible action regarding approval of an electric transmission Interconnection Agreement with Entergy Texas, Inc. (ETI)

Relationship to Strategic Goals: Core Services and Infrastructure – Meet or exceed all state/federal standards.

Recommendation: Staff recommends approval of the electric transmission Interconnection Agreement with ETI.

Summary: The Electric Reliability Council of Texas (ERCOT) requires an Interconnection Agreement between any two entities connected to each other on the electric transmission grid in order to clearly define the point of interconnection, the ownership of equipment, and the responsibility for maintenance and operation of equipment. The City of College Station (COCS) currently has an Interconnection Agreement with Brazos Electric Power Coop (BEPC) and is working on an Interconnection Agreement with Bryan Texas Utilities (BTU). The order by the Federal Energy Regulatory Commission (FERC) to complete a tie between ETI and the ERCOT transmission grid in order to provide emergency assistance during natural disasters or other emergencies, by declaration of a declared emergency by the Governor of Texas, has been approved and the only agreement still required to begin construction is an Interconnection Agreement. The Interconnection Agreement between COCS and ETI will fulfill the ERCOT interconnection documentation requirements for the proposed transmission tie at the COCS Switch Station Substation.

Budget & Financial Summary: N/A

Attachment:
Interconnection Agreement is in the City Secretary Office

January 12, 2012
Consent Agenda Item No. 2i
Agreement with the Brazos Valley Softball Umpires Association
for Officiating Services for City Athletic Leagues and Programs

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000.00 per year.

Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently, Goal I.10 Hotel/Motel utilization for eligible projects, Goal III.10 Increase tourism, working with University

Recommendation(s): Staff recommends approval of the of the Agreement for Services with the Brazos Valley Softball Umpires Association.

Summary: This replaces Contract Number 09-085 for a period of 1 year (Jan. 1 – Dec. 31, 2012). This contract is a one year contract with the option to renew two additional times.

The contract is for the provision of all officiating services for all City-operated athletic leagues and programs, including Adult and Youth Softball, Adult and Youth Flag Football, Adult and Youth Volleyball, Youth Basketball, and Adult Kickball, as well as tournament play. This blanket contract sets rates for these sports that can cover league play and tournaments, if held. The rates remain the same as the previous contract.

Payment for umpire services is made to the Association, prior to each season based on the scheduled games, who then pays the individual umpires for actual games called. A “true up” is calculated at the end of each season to verify actual games called with the Association and the Parks and Recreation Department. Tournaments are handled individually in the same manner.

This Agreement for Services is exempt from competitive bidding in accordance with LGC 252.022(a)(7), a procurement that is available from only one source.

Budget & Financial Summary: This contract is not to exceed \$190,000.00. Funds are budgeted through the Parks and Recreation Departments General Fund and Hotel Occupancy Tax budgets.

Attachments:

- 1) Contract Number 12-093

**CITY OF COLLEGE STATION OFFICIATING SERVICE AGREEMENT WITH
BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION**

This service agreement is entered into by and between the **City of College Station, Texas**, a Texas Home Rule Municipal corporation (“City”), and the **Brazos Valley Softball Umpires Association** (“Association”).

In consideration for the payment as stated below the Association will provide qualified officiating and scorekeeping services for each and every City softball, flag football, volleyball, basketball, and kickball league game as scheduled by City’s Parks and Recreation Department. The Association will provide qualified officiating and scorekeeping services for all sanctioned and approved tournaments and events when such service is requested by the City.

I. PAYMENT

1.1 The total amount of payment by the City to the Association for all services to be performed under this Agreement may not, under any circumstances, exceed **ONE HUNDRED NINETY THOUSAND and NO/100 DOLLARS (\$190,000.00)**.

1.2 Scheduling Fee. The City agrees to pay to the Association for their services provided in scheduling and administration of payroll to the officials of the Association.

- a. The City will pay the Association a softball scheduling fee of \$800.00 for the Spring season, \$800.00 for the Summer season and \$800.00 for the Fall season.
- b. The City will pay the Association a flag football, volleyball, basketball, and kickball training, scheduling, and payment service fee of \$800.00 for the Spring season, \$600.00 for the Summer season, and \$800.00 for the Fall season.

1.3 Per Game Fee. The Association will be compensated for officials and scorekeepers as follows:

- | | | |
|----|----------------------------|---------------------------------------|
| a. | Adult Slow Pitch Games | \$16.00 per official per game |
| b. | Adult Fast Pitch Games | \$22.50 per official per game |
| c. | Youth Fast Pitch Games | \$22.50 per official per game |
| d. | Youth Basketball Games | \$11.00 per official per game |
| e. | Youth Basketball Games | \$8.00 per scorekeeper per game |
| f. | Youth Flag Football Games | \$11.00 per official per game |
| g. | Adult Flag Football Games | \$22.00 per official per game |
| h. | Youth Volleyball Matches | \$11.00 per official per match |
| i. | Adult Volleyball Matches | \$14.00 per official per match |
| j. | Volleyball Matches | \$8.00 per scorekeeper per match |
| k. | Adult Kickball Games | \$22.00 per official per game |
| l. | Sanctioned/Approved Events | Payment according to ASA or TAAF code |

1.4 The City shall issue a purchase order for the payment of officiating services. It is agreed that City shall make pre-payments to the Association prior to and during the season according to the schedule below. It is further agreed that the Association shall pay officials on a biweekly basis for services performed from these pre-paid funds. Actual payments shall be based upon the actual team registration. It is understood by and between the parties that these costs are estimated and will be adjusted based upon the actual team registration. In the event of an over or under payment, the parties shall adjust to address actual differences. For the term of this Agreement, the City shall pay to the Association:

- a. An estimated \$25,000.00 on or before the date of the first scheduled league game of the Fall season;
- b. An estimated \$25,000.00 after October 1st of the Fall season;
- c. An estimated \$40,000.00 on or before the date of the first scheduled league game of the Spring season; and
- d. An estimated \$100,000.00 on or before the date of the first scheduled league game of the Summer season.

1.5 Suspension of Payment. In the event the Association does not comply with or otherwise meet the terms and conditions of this agreement, the City may withhold further payment to the Association until the condition or term is remedied to the satisfaction of the City.

II. UMPIRING SERVICES

2.1 Schedules. The City will provide the Association with the season schedules one week before the date of the first scheduled game of the season. The City will also provide the Association with one week's notice, if possible, of all rescheduled games. Both schedules will be in writing.

2.2 Accounting System. The Association will establish, operate and maintain accounting system, which system shall be open to the City for periodic inspection during regular business hours. The system shall be designed for and provide for the tracking of funds and the review of the financial status of the program on a monthly basis.

2.3 Separate Account. The Association will establish a separate account for the payment of officials for the services performed pursuant to this Agreement. The Association will put into operation and utilize accounting and check issuing procedures approved by the City. The Association will expend funds according to the terms of this Agreement.

2.4 Representative. The Association will appoint an authorized representative who will be available to meet with the Recreation Division Representative and other officials of City upon request.

2.5 Absenteeism. In the event that an official fails to work any scheduled game due to absenteeism, the Association will reimburse the City the amount of the Per Game Fee as established in this Agreement.

2.6 Officials. The Association will provide officials at each scheduled game. At least one official must have at least one (1) year of experience for softball.

III. INDEMNIFICATION, RELEASE, AND INSURANCE.

3.1 Indemnification. It is further agreed that the Association shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Association under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Association, or any third party.

3.2 Release. The Association assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Association's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Association, or any third party.

3.3 Insurance.

a. The Association will not allow any non-ASA or non-TAAF certified persons to umpire any City game. The Association guarantees that it will require all officials to be certified with ASA or TAAF and be covered by ASA or TAAF insurance.

b. As a certified member of ASA or TAAF each Association official represents they will maintain ASA or TAAF insurance for the duration of this Agreement, including insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives, volunteers, employees, and officials.

c. The Association official's ASA or TAAF insurance shall be primary insurance. The insurance must list College Station, its employees and officials as additional insureds. The required limits of insurance for this Agreement are attached in **Exhibit A "Insurance Requirements"**. The Certificates of insurance evidencing the required insurance coverages will be attached in **Exhibit B "Certificates of Insurance"**.

IV. GENERAL TERMS

4.1 Term and Termination. The term of this Agreement will be for one (1) year, effective January 1, 2012, through December 31, 2012. After completion of the first term of the Agreement, the Agreement may be extended annually upon mutual written agreement of both parties not to exceed an additional two (2) terms. This Agreement may be terminated by either party for convenience upon thirty (30) day's written notice to the other party. Any funds received pursuant to this Agreement, but not earned shall be returned to the City within seven (7) days after termination.

4.2 Independent Contractor. In all activities and services performed hereunder, the Association is an independent contractor and not an agent or employee of the City. The Association, as an independent contractor, shall be responsible for the services provided under this Agreement. The Association shall have ultimate control over the execution of the work performed under this Agreement. The Association will have the sole obligation to employ, direct, control, supervise, manage, and discharge. The Association will timely compensate the officials performing under this Agreement.

4.3 Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

4.4 Merger and Amendment. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

4.5 Notice. The parties may change addresses by prior written notice sent to the other party pursuant to the terms of this agreement. Notices to the parties shall be sent regular mail or email (if email is used, the Association must receive a reply verification confirmation) when addressed as follows:

**CITY OF COLLEGE STATION
PARKS AND REC. DEPT.**
ATTN: *David Hudspeth, Recreation Supervisor*
P.O. Box 9960
College Station, TX 77842
dhudspeth@cstx.gov

**BRAZOS VALLEY
SOFTBALL UMPIRES ASSOCIATION**
P.O. Box 2875
Bryan, TX 77805
tim.carda@yahoo.com

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

4.8 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

4.9 Gifts. Any gifts or other contributions received by the Association or any of its members shall not be subject to the provisions of this agreement.

**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**

BY: 

Printed Name: Tim Carda

Title: President

Date: 11/4/11

CITY OF COLLEGE STATION

BY: _____

Mayor

Date: _____

ATTEST

City Secretary

APPROVED:

City Manager



City Attorney

Chief Financial Officers

EXHIBIT A
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before work commences.

VI. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**January 12, 2012
Consent Agenda Item No. 2j
Chimney Hill Shopping Center
Lease Renewal**

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action and discussion on a one year lease extension for Gambro Healthcare of Texas (aka DaVita, Inc.) in the Chimney Hill Shopping Center. Effective August 2012, the minimum monthly rent will increase from \$21,531.61 to \$22,177.09.

Relationship to Strategic Goals: Financially Sustainable City – Diversity in revenue sources.

Recommendation(s): Staff recommends approval of this lease extension.

Summary: Gambro Healthcare of Texas (aka DaVita, Inc.) signed a 10-year lease agreement for 10,160 SF of space in the Chimney Hill Shopping Center in 1997 at a rate of \$26.57 per SF. The agreement provides the tenant with three successive options of five years to renew the Lease at the end of the initial term.

In 2007, the tenant exercised one of the five-year options to renew. Therefore the current lease will expire in August 2012. Gambro has requested a one-year option to extend their lease in lieu of a five-year option. Gambro wants a 1-year extension but would like to retain the 5 year renewal option because of uncertainty with their current Medical Director situation. They are negotiating a longer term with the Medical Director but cannot commit to a long lease term without the signed Medical Director agreement.

Budget & Financial Summary: In 2012, this tenant will provide \$261,600 in lease revenue to the City of College Station.

Attachments:

1. Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made as of this ____ day of _____ 2011, by and between **THE CITY OF COLLEGE STATION**, a Texas home-rule municipal corporation, successor-in-interest to CHSC, LTD. ("Landlord"), and **DVA RENAL HEALTHCARE, INC.**, formally known as Gambro Healthcare of Texas, Inc. ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated April 28, 1997 (the "Lease") concerning approximately 10,016 rentable square feet of space in the building located at 701 University Drive, College Station, Texas (the "Leased Premises"); and

WHEREAS, in 2007 the Tenant exercised its option to extend the term of the Lease for an additional five (5) years in accordance with all the terms, covenants and conditions of the Lease, except for Minimum Rent; and

WHEREAS, the current term of the Lease is set to expire on August 14, 2012, and the parties wish to extend the Lease for an additional one (1) year period, commencing on August 15, 2012; and

WHEREAS, Landlord and Tenant desire to amend said Lease in accordance with the terms hereinbelow stated.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereof and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extended Term. The term of the Lease shall be extended for one (1) year, commencing on August 15, 2012 and expiring on August 14, 2013 (the "Extended Term").
2. Minimum Rent. Notwithstanding anything to the contrary in the Lease, throughout the Extended Term Tenant shall pay Minimum Rent in the amount of \$22,177.09 monthly, totaling \$266,125.12 annually, based on a Twenty-Six and 57/100 Dollar (\$26.57) per rentable square foot annual amount.
3. Common Area Maintenance. Tenant shall continue to pay common area maintenance per section 4.02 of the Lease.
4. Insurance. Tenant shall continue to pay insurance per section 4.03 of the Lease.
5. Taxes. Tenant shall continue to pay taxes per section 4.04 of the Lease.

6. Renewal Option. Tenant shall retain the right to renew the Lease for one (1) additional period of five (5) years immediately following the expiration of the Extended Term of this Lease, in accordance with the terms of Section 3.02 of the Lease.

7. Notices. All notices to the Tenant and Landlord under the Lease shall be sent to the following addresses until notice of change of address shall be given as set forth in the Lease:

TENANT:

c/o DaVita Inc.
601 Hawaii Street
El Segundo, CA 90245
Attn: General Counsel

with a copy to:
c/o DaVita Inc.
1551 Wewatta Street
Denver, CO 80202
Attn: Group General Counsel

LANDLORD:

City of College Station
300 Krenek Tap Road
College Station, TX 77842
Attn: City Manager

with a copy to:
City of College Station
300 Krenek Tap Road
College Station, TX 77842
Attn: Public Works Director

8. Referrals. Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Landlord covenants, during the term of this Lease, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant.

9. Miscellaneous. Except as otherwise expressly provided herein, the Lease shall remain in full force and effect. Capitalized terms not otherwise defined here have the same meanings as are set forth in the Lease. In the event of any inconsistency between the terms and provisions of the Lease and those of this First Amendment, the terms and provisions of the First Amendment shall control. This First Amendment shall be binding upon the successors and permitted assigns of the parties hereto. This First Amendment may be executed in any number

of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this day and year first above written.

TENANT:
DVA RENAL HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

FOR TENANT'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

By: _____
Name: _____
Title: _____

LANDLORD:
CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Executive Director of Fiscal Services
Date: _____

January 12, 2012
Regular Agenda Item No. 1
Rezoning for 1401 Arnold Road

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 17.07 acres located at 1401 Arnold Road, generally located west of the College Station Medical Center and south of the Southwood Community Park, from R-1 Single-Family Residential to PDD Planned Development District.

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

Recommendation(s): The Planning and Zoning Commission considered this item at their December 15, 2011 meeting and voted 5-0 to recommend approval of the rezoning request with the condition that the following note be added to the Concept Plan:

"Each of the phases of development shall be connected to adjacent phases and the proposed 6-foot wide pedestrian path (if applicable) with a pedestrian connection (minimum 5-foot sidewalks with striped crosswalks) that is internal to the development. If a pedestrian connection is constructed north of the northern property line with the Southwood Athletic Complex, this connection will count as the pedestrian connection for this area of the development."

Staff also recommended approval of the request with the condition that the above-referenced note be added. The applicant concurred with the note and has since added it to the Concept Plan included in the attached ordinance.

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

Review Criteria

- 1. Consistency with the Comprehensive Plan:** The Comprehensive Plan designates the future land use and character of the subject tract as Natural Areas Protected. As stated by the Comprehensive Plan, "this land use designation is generally for areas permanently protected from development. Such areas are preserved for their natural function or for parks, recreation, or greenways opportunities." This tract was designated Natural Area Protected when the Comprehensive Plan was adopted as the City was pursuing acquisition of the tract to incorporate it into the adjacent Southwood Community Park. Since this transaction did not occur, this designation is no longer appropriate for the tract. This request considers the tract with the Institutional land use designation that is placed on the adjacent College Station Medical Center property to the east and College Station Utilities property to the south. The Institutional "land use designation is generally for areas that are, and are likely to remain, in some form of institutional or public activity."

The subject tract is also located within the area of the Medical District Plan, which Plan has been drafted and is nearing completion. The Medical District Plan identifies this tract for medical and related uses. The proposed development provides the opportunity for senior-targeted residential facilities, continuum of care, and medical facilities that are consistent with the medical-related vision of the draft Medical District Plan. Additional description regarding the proposed uses will be provided in the Review of Concept Plan section later in this report.

Two minor collectors are shown on the Thoroughfare Plan across the subject tract. Normand Drive will be extended from Rock Prairie Road to the south between the College Station Medical Center and Southwood Community Park and will intersect Arnold Road which will be extended from the west along the southern boundary of the tract. These thoroughfares are depicted on the Concept Plan and will be constructed with the first phase of development of the tract.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed rezoning permits medical and senior-targeted residential uses that are complementary to the nearby College Station Medical Center. The Concept Plan also proposes pedestrian connections to the adjacent Southwood Community Park and the community center located within it. While height limitations would not otherwise apply to this tract, the rezoning proposes to limit the height of buildings to be more compatible with the single-family uses in the General Suburban designated area to the southwest. The western portion of the development will be limited to a maximum of three stories and 50 feet in height and the center portion of the development to a maximum of four stories and 60 feet in height.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject tract is suitable for the proposed rezoning. The proposed senior-targeted housing and other medical-related uses will help meet a demand for these facilities in the community and provide them in close proximity to other medical, retail, and recreational facilities.

A Request For Proposal (RFP) for a desired senior housing project was sent out by the City earlier this year for the use of \$1 million in HOME funds granted to the City by the US Department of Housing and Urban Development. The firm NRP was identified as the recipient of the funds with a proposed senior housing project identified on the subject tract. The Council has passed a resolution supporting a NRP tax credit application to the State of Texas for the project.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract is currently zoned R-1 Single-Family Residential. Single-family uses are a suitable use of the property as the tract is adjacent to a community park and is in close proximity to other single-family uses.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract has been zoned R-1 Single-Family Residential since 2002. While single-family is an appropriate use of the subject tract, the presence of an 80-foot wide easement for BTU electric transmission lines that diagonally bisects the center of the tract and the need to extend two minor collectors create a more challenging environment for a lower intensity single-family development to occur.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract contains two future thoroughfares on the City's thoroughfare plan, Normand Drive and Arnold Road, both of which are classified as two-lane minor collectors with a suburban context. The proposed development will facilitate the extension of both of these thoroughfares. In 2003, the City received right-of-way dedication and \$135,000 in funds from the College Station Medical Center for construction of the portion of Normand Drive through the corner of their property. With use of these funds, the developer will be responsible for the construction of this portion of roadway and oversize participation by the City may be needed to realize the appropriate design of the street.

The subject tract is located adjacent to a 12-inch water line located along the southwestern and northeastern property boundaries. The subject tract is located adjacent to a 12-inch sanitary sewer main along the northeastern property boundary and an 8-inch sanitary sewer main along the northwestern property boundary. The subject tract is located in the Lick Creek Drainage Basin and is not encroached by a FEMA regulated Special Flood Hazard Area. Future development of the subject tract will be required to follow the City's Storm Water Design Guidelines. The Concept Plan does illustrate the use of detention facilities to mitigate post development drainage flows.

Review of Concept Plan

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

"The purpose of this development is to provide senior-targeted residential facilities, continuum of care, and medical facilities that are located within walking distance to existing, premier medical service providers and major retailers."

In accordance with this purpose statement, the Concept Plan proposes residential and non-residential use areas. The residential use areas will adhere to the dimensional standards and requirements of the R-6 High Density Multi-Family district while the non-residential use will follow the C-1 General Commercial district standards. The following uses will be permitted in the residential areas:

- Senior-Targeted Independent Living, Assisted Living, and Active-Adult communities;
- Senior-Targeted Mixed-Income Multifamily Developments;
- Nursing Homes;
- Convalescent Homes;
- Extended Care Facilities;
- Skilled Nursing Facilities; and
- Memory Care Facilities.

The following uses will be permitted in the non-residential use area:

- Hospital;
- Offices;
- Medical Retail;
- Medical Clinics;
- Skilled Nursing; and
- Memory Care Facilities.
- Stand-alone retail and restaurant uses shall not be permitted unless they serve as an accessory use to another primary use.

The applicant has provided the following supplemental definitions to these uses:

- **Senior:** Adults 55 years of age or older.
- **Senior-Targeted Community:** A community that provides features, amenities, operational standards, services and use restrictions that adults 55 years of age or older find desirable. By choosing to provide senior-targeted amenities, and consciously *not* provide amenities desired by the general public of ages less than 55, seniors often self-select into these communities. Many senior-targeted communities are often age-restricted as well, to reinforce and bolster the sense of safety and community desired by senior residents.
Senior-targeted communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.
- **Active-Adult Communities:** Active adult housing refers to communities either age-targeted or age-restricted to people aged 55 or older. Active adult housing is often designed for complete single-floor living, with features like laundry facilities and the master bedroom and bathroom on the first floor. The properties have few, if any, steps to get into the home, and often boast details like toggle/rocker light switches, lever handles, shower stalls with seats, wide doorways, and other features that make life easier for people who are experiencing the pains associated with aging (like arthritis).

Active adult communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

The Concept Plan proposes three separate use areas that divide the subject tract into thirds. The eastern portion that is closest to the College Station Medical Center may consist of the residential and/or non-residential uses listed above. The center portion will consist of residential uses with maximum height of four stories and 60 feet. The western portion will also consist of residential uses with a maximum height of three stories and 50 feet.

The applicant proposes to construct a portion of the multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan that is intended to connect Arnold Road to Rio Grande Boulevard through the Southwood Community Park. The applicant is proposing to construct the portion of the multi-use path adjacent to their development on the park property and receive some parkland dedication fee in lieu of credit for the construction. The Park and Recreation Advisory Board is scheduled to consider the proposal at their December 13th meeting and their recommendation will be reported at the Commission's meeting.

The applicant also proposes a pedestrian connection along the electrical easement that is intended to provide additional access from Arnold Road to the community center in the Southwood Community Park. The pedestrian pathway will have public access via a public access easement but will be privately owned and maintained and constructed at the time of site development.

With the development of the tract, two minor collectors will be extended with the first phase of development. Arnold Road will be extended across the southern portion of the property and it will intersect the extension of Normand Drive from Rock Prairie Road to the southeast corner of the tract.

Through the PDD, the applicant is requesting two meritorious modifications to achieve the objectives of the development:

- **UDO Section 7.2.1 Table "Minimum Off-Street Parking Requirements":** The applicant is requesting a reduction in parking requirements due to the senior-oriented nature of the development and the reduced vehicle and parking demand related to this type of development. The minimum off-street parking requirements are based on a ratio of the number of spaces per the gross square feet of floor area for the use. The parking ratio for Medical or Dental Clinics will be reduced from 1 space : 200 square feet to 1 space : 280 square feet. The requirements for Office, Personal Service Shop, and Retail Sales & Service uses will be reduced from 1 space : 250 square feet to 1 space : 350 square feet. Multi-family residential uses will be reduced from 1.5 spaces per bedroom for one-bedroom units and 1.25-1.5 spaces per bedroom for two-bedroom units to 1.15 spaces per bedroom for one and two-bedroom units.
- **UDO Section 8.2 regarding block length and block perimeter related items:** The applicant is requesting that the proposed Concept Plan meet the block length, block perimeter, and access way requirements of the subdivision regulations. If the tract is considered with an Institutional land use designation, block length and block perimeter requirements do not apply. In addition, a through street into the tract is not practical with park property surrounding it to the rear. The proposed pedestrian path along the electrical easement will be sufficient to meet the Access Way requirements.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – December 15, 2011
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: December 15, 2011
Advertised Council Hearing Dates: January 12, 2012

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

Edelweiss HOA, Sun Meadows HOA

Property owner notices mailed: 14
Contacts in support: One
Contacts in opposition: None
Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas Protected	R-1 Single-Family Residential	Southwood Community Park
South	Institutional	A-O Agricultural Open	College Station Utilities Single-family dwellings and duplexes
	General Suburban	R-1 Single-Family Residential	
East	Institutional	C-1 General Commercial	College Station Medical Center
West	Natural Areas Protected	R-1 Single-Family Residential	Southwood Community Park

DEVELOPMENT HISTORY

Annexation: 1993
Zoning: A-O Agricultural Open (upon annexation), R-1 Single-Family Residential (2002)
Final Plat: Not platted
Site development: Vacant



REZONING
Case: 11-128

COLLEGE STATION MEDICAL
& SENIOR LIVING

DEVELOPMENT REVIEW





**DRAFT MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
December 15, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas**

COMMISSIONERS PRESENT: Chairman Mike Ashfield, Bo Miles, Jodi Warner, Jim Ross, and James Benham

COMMISSIONERS ABSENT: Craig Hall and Jerome Rektorik

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Lance Simms, Alan Gibbs, Jennifer Prochazka, Jason Schubert, Joe Guerra, Venessa Garza, Josh Norton, Morgan Hester, Adam Falco, Brittany Caldwell, and Carrie McHugh

1. **Call meeting to order**

Chairman Ashfield called the meeting to order at 7:03 p.m.

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a request to rezone 17.07 acres from R-1 Single-Family Residential to PDD Planned Development District located at 1401 Arnold Road, more generally located west of the College Station Medical Center and south of the Southwood Athletic Park. **Case # 11-00500128 (JS) (Note: Final action on this item is scheduled for the January 12, 2012 City Council Meeting - subject to change)**

Principal Planner Schubert presented the rezoning and the meritorious modifications and recommended approval with the condition that the following note be added to the Concept Plan:

Each of the phases of development shall be connected to adjacent phases and the proposed 6-foot wide pedestrian path (if applicable) with a pedestrian connection (minimum 5-foot sidewalks with striped crosswalks) that is internal to the development. If a pedestrian connection is constructed north of the northern property line with the Southwood Athletic Complex, this connection will count as the pedestrian connection for this area of the development.

There was general discussion amongst the Commission regarding the rezoning.

Jesse Durden, CapRock Texas, stated that the property is next to a park and the College Station Medical Center, which is key to a senior development, and the intent is to provide connectivity throughout the site. He also said that the City Council has applied roughly a million dollars in home funds to a senior multi-family project on the west end of the property.

Commissioners Ross, Benham, and Miles expressed concern about the reduction in parking.

Chairman Ashfield opened the public hearing.

No one spoke during the public hearing.

Chairman Ashfield closed the public hearing.

Commissioner Benham motioned to recommend approval of the meritorious modifications and the rezoning, with the addition of the note on the concept plan. Commissioner Warner seconded the motion, motion passed (5-0).

8. Adjourn.

The meeting was adjourned at 7:48 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", and as shown graphically in Exhibit "C" Exhibit "D" and Exhibit "E", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 12th day of January, 2012

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Gula A Robinson
City Attorney

EXHIBIT "A"

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

The following property is rezoned from R-1 Single-Family Residential to PDD Planned Development District:

Texas Hotel Management Corporation
 17.07 Acre Tract
 Robert Stevenson Survey, A-54
 College Station, Brazos County, Texas

Field notes of a 17.07 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the called 17.215 acre tract described in the deed from Bandura Corp., to Texas Hotel Management Corporation recorded in Volume 3665, Page 248, of the Official Records of Brazos County, Texas, and said 17.07 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found marking a 3-way corner between the beforementioned 17.215 acre tract and the 18.83 acre tract described in the deed to the City of College Station, Texas, recorded in Volume 448, Page 234, of the Deed Records of Brazos County, Texas, and Lot 2R, Block 3 - 0.59 acre, according to the Amending plat of Belmont Place, Section Two, recorded in Volume 7543, Page 285, of the Official Records of Brazos County, Texas, same being the north corner of the said 17.215 acre tract;

THENCE S 48° 01' 03" E along the common line between the beforementioned 17.215 acre tract and Block 3, Belmont Place, Section Two, at a distance of 349.11 feet pass a ½" iron rod and cap found marking the southeast terminus of Normand Drive - 60' wide right-of-way, continue on for a total distance of 530.42 feet to a ½" iron rod and cap found marking the common corner between the said 17.215 acre tract and the 35.00 acre tract described in the deed to the City of College Station, Texas, recorded in Volume 692, Page 506, of the Official Records of Brazos County, Texas, same being in the southwest line of Lot 1R, Block 3 - 23.83 acres, Amending Plat of Belmont Place, Section Two;

THENCE S 42° 58' 19" W along the common line between the beforementioned 17.215 acre tract and the following two tracts: the beforementioned 35.00 acre tract, and a 30.02 acre - remainder tract, described in the deed to F. M. Arnold, recorded in Volume 200, Page 445, of the Deed Records of Brazos County, Texas, adjacent to a chain link and barbed wire fence, at a distance of 857.04 feet, a ½" iron rod found marking the common corner between the said 35.00 acre tract and the 30.02 acre - remainder tract, bears southeast - 0.65 feet and a chain link fence corner bears southeast - 3.1 feet, continue on, for a total distance of 1048.54 feet to a ½" iron rod found;

THENCE along the common line between the beforementioned 17.215 acre tract and the 30.02 acre - remainder tract and around an abandoned water well, as follows:

- S 42° 42' 01" E for a distance of 36.83 feet to a ½" iron rod and cap found,
- S 43° 25' 12" W for a distance of 10.56 feet to a ½" iron rod and cap found,
- N 43° 10' 46" W for a distance of 36.92 feet to a ½" iron rod found, from which a 6" creosote post fence corner bears S 21° 42' E - 5.5 feet;

THENCE along the common line between the 17.215 acre tract and the Arnold Road (private road), as follows:

- S 42° 58' 48" W for a distance of 34.43 feet to a ½" iron rod and cap found,
- S 65° 14' 02" W for a distance of 166.40 feet to a ½" iron rod set at the east corner of a 0.156 acre tract described in the deed to Craig Browne and Rostell Chapman, according to the deed recorded in Volume 5027, Page 162, of the Official Records of Brazos County, Texas, and dedicated as Arnold Road, according to the plat of Carroll Addition, recorded in Volume 5229, Page 47, of the Official Records of Brazos County, Texas;

Texas Hotel Management Corporation
17.07 Acre Tract
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

THENCE along the northeast and northwest right-of-way lines of Arnold Road, as follows:

N 47° 32' 32" W for a distance of 32.38 feet to a ½" iron rod set,
S 63° 10' 46" W for a distance of 180.26 feet to a ½" iron rod and
cap set at the beginning of a curve, concave to
the southeast, having a radius of 405.00 feet,
Southwesterly along said curve, for an arc distance of 124.58 feet to
a ½" iron rod and cap found in the northeast line
of a 9.93 acre tract, described in the deed to the
City of College Station, Texas, recorded in
Volume 448, Page 230, of the Deed Records of
Brazos County, Texas, the chord bears S 54° 22'
03" W - 124.09 feet, the east corner of the said
9.93 acre tract bears S 47° 32' 40" E - 1.17 feet;

THENCE N 47° 32' 40" W along the common line between the
beforementioned 17.215 acre tract and the 9.93 acre tract, for a distance of 316.81
feet to a ½" iron rod found marking the common corner between the said 17.215
acre tract and the beforementioned 18.83 acre tract;

THENCE N 41° 48' 29" E along the common line between the
beforementioned 17.215 acre tract and the beforementioned 18.83 acre tract, for
a distance of 1532.94 feet to the **PLACE OF BEGINNING**, containing 17.07 acres
of land, more or less.



Surveyed: November, 2011

By:

S. M. Kling
S. M. Kling
R.P.L.S. No. 2003

Prepared 11/29/11
kes11-dvd\Texas Hotel Management - 17.07ac.wpd

EXHIBIT "B"

Purpose & Intent

The purpose of the PDD zoning district is to provide senior-targeted residential facilities, continuum of care, and medical facilities that are located within walking distance to existing, premier medical service providers and major retailers.

Permitted Uses

The following uses will be permitted in the residential areas:

- Senior-Targeted Independent Living, Assisted Living, and Active-Adult communities;
- Senior-Targeted Mixed-Income Multifamily Developments;
- Nursing Homes;
- Convalescent Homes;
- Extended Care Facilities;
- Skilled Nursing Facilities; and
- Memory Care Facilities.

The following uses will be permitted in the non-residential use area:

- Hospital;
- Offices;
- Medical Retail;
- Medical Clinics;
- Skilled Nursing; and
- Memory Care Facilities.
- Stand-alone retail and restaurant uses shall not be permitted unless they serve as an accessory use to another primary use.

Definitions

- Senior: Adults 55 years of age or older.
- Senior-Targeted Community: A community that provides features, amenities, operational standards, services and use restrictions that adults 55 years of age or older find desirable. By choosing to provide senior-targeted amenities, and consciously *not* provide amenities desired by the general public of ages less than 55, seniors often self-select into these communities. Many senior-targeted communities are often age-restricted as well, to reinforce and bolster the sense of safety and community desired by senior residents.

Senior-targeted communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as

facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

- Active-Adult Communities: Active adult housing refers to communities either age-targeted or age-restricted to people aged 55 or older. Active adult housing is often designed for complete single-floor living, with features like laundry facilities and the master bedroom and bathroom on the first floor. The properties have few, if any, steps to get into the home, and often boast details like toggle/rocker light switches, lever handles, shower stalls with seats, wide doorways, and other features that make life easier for people who are experiencing the pains associated with aging (like arthritis).

Active adult communities feature amenities consciously planned into the development; among these particular amenities, open space within half a block and recreational facilities are the most common. These recreational facilities include walking trails and park spaces, along with a lifestyle center/ clubhouse that emphasize clubs and activities and feature resort-style amenities. Amenities often include an indoor and/or outdoor heated swimming pool, whirlpool tub, steam and/or sauna rooms, separate facilities for aerobics and weight training, rooms for cards, games and billiards, and often feature a great room with a commercial kitchen as well as facilities for tennis, golf, shuffleboard, bocce, and more. Clubs and activities focus on scrapbooking and other crafts.

Building Height

The center portion of the site (see Concept Plan – Exhibit “C”) will consist of residential uses with maximum height of four stories and 60 feet. The western portion will also consist of residential uses with a maximum height of three stories and 50 feet.

Base Zoning and Meritorious Modifications

In accordance with the above Purpose & Intent statement, the Concept Plan (Exhibit “C”) proposes residential and non-residential use areas. The residential use areas will adhere to the dimensional standards and requirements of the R-6 High Density Multi-Family district while the non-residential use area will follow the C-1 General Commercial district standards. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the C-1 General Commercial and R-6 High Density Multi-Family zoning classifications, except for the parking reduction and block length/block perimeter/access way meritorious modifications that are described in Concept Plan Note 5 as provided in Exhibit “D.”

Parkland Dedication Credit for Construction of Multi-Use Path:

Construction of a portion of the multi-use path identified on the Bicycle, Pedestrian, and Greenways Master Plan that connects Arnold Road to Rio Grande Boulevard through the Southwood Community Park. Specifically, construct the portion of the multi-use path shown on the Concept Plan adjacent to the development on the City’s park property. Construction of the multi-use path can be counted as credit toward the Community Park Development fee-in-lieu funds that is required for the residential units constructed with this development.

EXHIBIT "D"

<p><u>CONCEPT PLAN NOTES:</u></p> <ol style="list-style-type: none"> 1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN. <div style="text-align: center;"> <p>MULTI-FAMILY MEETING THE REQUIREMENTS OF R-6, ZONING CLASSIFICATION — SENIOR TARGET MARKET</p> <p>COMMERCIAL MEETING THE REQUIREMENTS OF C-1, GENERAL COMMERCIAL ZONING CLASSIFICATION.</p> </div> 2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED TO BE FROM 12' TO 60'. 3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS NORTH INTO CITY PROPERTY AND THEN TO ROCK PRAIRIE ROAD, SOUTH INTO THE CITY OF COLLEGE STATION UTILITY SERVICE CENTER OR SOUTHWEST INTO ARNOLD ROAD. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO. 4. THE DETENTION PONDS FOR THIS SITE WILL BE GENERALLY LOCATED AS SHOWN ON THIS PLAT. 5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT ARE AS FOLLOWS. <ol style="list-style-type: none"> 5.1. REDUCTION IN PARKING REQUIREMENTS PER UDO SECTION 7.2.1 <table style="margin-left: 20px; border: none;"> <tr> <td>A. MEDICAL OR DENTAL CLINIC;</td> <td>1/200 SF</td> <td>1/280 SF</td> </tr> <tr> <td>B. OFFICE BUILDING;</td> <td>1/250 SF</td> <td>1/350 SF</td> </tr> <tr> <td>C. PERSONAL SERVICE SHOP;</td> <td>1/250 SF</td> <td>1/350 SF</td> </tr> <tr> <td>D. RETAIL SALES & SERVICES (C-1);</td> <td>1/250 SF</td> <td>1/350 SF</td> </tr> <tr> <td>E. RESTAURANT;</td> <td>NO CHANGE</td> <td></td> </tr> <tr> <td>F. MULTIFAMILY:</td> <td></td> <td></td> </tr> <tr> <td> 1 BR</td> <td>1.5/BR</td> <td>1.15/BR</td> </tr> <tr> <td> 2 BR</td> <td>1.25-1.5/BR</td> <td>1.15/BR</td> </tr> <tr> <td> 3 BR</td> <td>NO CHANGE</td> <td></td> </tr> </table> 5.2. UDO SECTION 8.2. — WAIVER TO BLOCK LENGTH AND BLOCK PERIMETER REQUIREMENTS. ACCESS WAY REQUIREMENTS WILL BE MET AS SHOWN ON THE CONCEPT PLAN. 6. MULTI-USE PATH ALONG WESTERN BOUNDARY OF THIS TRACT WILL OCCUR WITH THE ADJACENT DEVELOPMENT. THE PEDESTRIAN PATH ALONG THE ELECTRICAL EASEMENT WILL BE CONSTRUCTED WITH THE ADJACENT DEVELOPMENT. THE PEDESTRIAN PATH WILL BE A PRIVATELY OWNED AND MAINTAINED PEDESTRIAN PUBLIC ACCESS WAY. 7. CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN EACH SECTION OF THIS DEVELOPMENT. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. 8. NORMAND DRIVE AND ARNOLD ROAD WILL HAVE A SIDEWALK ON EACH SIDE AS REQUIRED BY THE UDO. 9. THE PROPOSED THOROUGHFARES SHOWN ON THIS PLAN SHALL BE CONSTRUCTED TO MINOR COLLECTOR STREET STANDARDS. 10. THE EXTENSION OF ARNOLD ROAD AND THE EXTENSION OF NORMAND DRIVE FROM ROCK PRAIRIE ROAD MUST BE CONSTRUCTED WITH THE FIRST PHASE OF DEVELOPMENT WITH THIS PLANNED DEVELOPMENT DISTRICT ZONING. 11. EACH OF THE PHASES OF DEVELOPMENT SHALL BE CONNECTED TO ADJACENT PHASES AND THE PROPOSED 6-FOOT WIDE PEDESTRIAN PATH (IF APPLICABLE) WITH A PEDESTRIAN CONNECTION (MINIMUM 5-FOOT SIDEWALKS WITH STRIPED CROSSWALKS) THAT IS INTERNAL TO THE DEVELOPMENT. IF A PEDESTRIAN CONNECTION IS CONSTRUCTED NORTH OF THE NORTHERN PROPERTY LINE WITH THE SOUTHWOOD ATHLETIC COMPLEX, THIS CONNECTION WILL COUNT AS THE PEDESTRIAN CONNECTION FOR THIS AREA OF THE DEVELOPMENT. 	A. MEDICAL OR DENTAL CLINIC;	1/200 SF	1/280 SF	B. OFFICE BUILDING;	1/250 SF	1/350 SF	C. PERSONAL SERVICE SHOP;	1/250 SF	1/350 SF	D. RETAIL SALES & SERVICES (C-1);	1/250 SF	1/350 SF	E. RESTAURANT;	NO CHANGE		F. MULTIFAMILY:			1 BR	1.5/BR	1.15/BR	2 BR	1.25-1.5/BR	1.15/BR	3 BR	NO CHANGE		<div style="text-align: center;"> <p>CONCEPT PLAN NOTES</p> <p>17.07 ACRES</p> </div> <p>CURRENT ZONING: R-1 SINGLE FAMILY RESIDENTIAL PROPOSED ZONING: PDD - PLANNED DEVELOPMENT DISTRICT</p> <p>ROBERT STEVENSON LEAGUE, A-54 COLLEGE STATION, BRAZOS COUNTY, TEXAS</p> <p>REVISED DEC 2011</p> <p>OWNER: Texas Hotel Management Corp. P.O. Box 2864 Bryan, TX 77805</p> <p>ENGINEER: SCHULTZ ENGINEERING, LLC. PO Box 11595 College Station, TX 77942 (979)764-3900</p>
A. MEDICAL OR DENTAL CLINIC;	1/200 SF	1/280 SF																										
B. OFFICE BUILDING;	1/250 SF	1/350 SF																										
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3 BR	NO CHANGE																											

SHEET 2 OF 2

January 12, 2012
Regular Agenda Item No. 2
College Station Medical District Plan– Adoption and Implementation Update

To: David Neeley, City Manager

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

Relationship to Strategic Plan: Financially Sustainable City, Core Services and Infrastructure, and Diverse Growing Economy

Agenda Caption: Presentation and discussion regarding the College Station Medical District Master Plan.

Recommendation(s): Staff recommends Council concur with the proposed Medical District Plan of Work for the Plan's Adoption and Implementation

Summary: In 2011, Council entered into a contract with a consultant team to assist in the development of a medical district in the vicinity of the intersection of SH6 and Rock Prairie Road. This action was a result of the existing and planned medical facilities located in the area and is consistent with the direction provided in the City's Comprehensive Plan, which identifies this area as one of several unique districts located within the City. In addition to the consultant team, Council established an Advisory Group consisting of various stakeholders from throughout the community. The Advisory Group, consultant team, and staff completed their work on the draft plan for the Medical District in late 2011, the results of which were presented to a joint meeting of the Council and the Advisory Group in late October.

Staff has developed a work plan that will, upon completion result in the adoption of the plan and further implementation of the plan. It is important to note that while details are worked out regarding this work plan, implementation of certain aspects of the Plan will continue (for example design of the Rock Prairie Road Bridge, support of the Senior Housing project adjacent to the Med, and completion of the sewer line to serve the Scott & White Hospital).

The purpose of this item is to update the Council on the status of the Plan, provide an overview of the implementation activities currently underway, and present the staff recommendation for the work plan to move the Plan toward adoption and implementation.

Budget & Financial Summary: Outlined in the Draft Master Plan

Attachments:

- 1) Map of the Proposed College Station Medical District
- 2) Copies of Updates Provided to Stakeholders on Plan Adoption and Implementation
- 3) Proposed Plan of Work for the Adoption and Implementation of the College Station Medical District

College Station Medical District Plan of Work – Adoption to Implementation

With the work of the Medical District Advisory Group and the Consultant Team complete, resulting in the development of a draft Master Plan for the College Station Medical District, staff has now turned its attention to preparing the draft for adoption by Council and for the Plan's successful implementation.

Based on information received from the Advisory Group and other stakeholders, staff felt it imperative that prior to acting on the adoption of the Master Plan, the framework for the Plan's implementation be developed. It is anticipated that the Draft Master Plan and the implementation framework will be presented to Council for action in early Spring.

Staff has identified three implementation tools that will be developed further for consideration along with the Draft Master Plan. These implementation tools are:

- Regulations and Standards
- Management, Marketing, and Operations
- Capital Improvements

As noted above, each of these implementation tools will be developed further into a framework that will provide interested parties and the Council some clarification of how the Plan (should it be adopted) may be implemented. The following is provided as a very brief overview of what will be considered in the development of the framework for each of these implementation tools:

Regulations and Standards

To succeed, the District needs to have land use, development, and design regulations and standards that ensure the substantial public and private investments made in the area are supported with wise land use and quality development that yield prosperity for all parties. The appropriate type and extent of regulations and standards will be explored as a part of this proposal. This will include consideration of such items as form-based codes, zoning overlays, etc.

Management, Marketing, and Operations

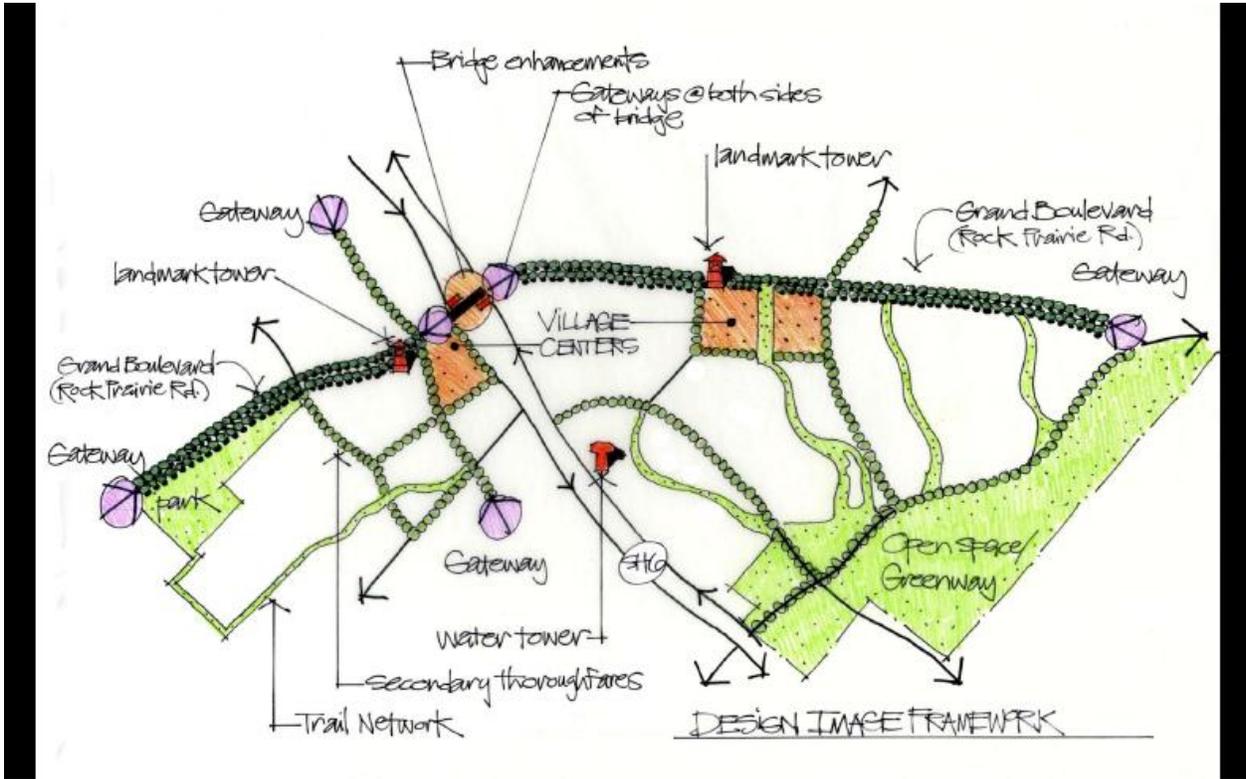
To succeed the District needs to have an intentional focus on its management, marketing, and operation as a unique place in College Station. This focus will likely need to include a formal management structure, a specific communications and marketing program, and identified funding mechanism to both implement the vast capital needs, but also the unique operational requirements. This will include consideration of such items as Municipal Management Districts, Public Improvement Districts, etc.

Capital Improvements

To succeed the District needs to have a reliable way to fund and construct the varied and extensive capital improvements needed in the area. These improvements range from upgrades to the transportation network to expanded wastewater facilities. The proposal for this tool will include identifying the amount of funding needed and the appropriate sources for this funding. This will include consideration of such items as a Capital Improvements Program, Tax Increment Financing, Assessments, etc.

In the spirit of the partnership used to create the Master Plan draft, staff has been (and will continue) providing regular updates to the various stakeholder and interest groups regarding the adoption of the Master Plan and its implementation (see attached copies of e-mail updates). These regular updates will continue and will also be used to forward information as the implementation tool frameworks are further developed and seek comment and input on the same.

College Station Medical District



From: Jennifer Prochazka
To: Med Corridor AC
CC: Alan Gibbs; Bob Cowell; David Neeley; Jason Stuebe; Matt Robinson; Randall Heye
Date: 12/15/2011 11:21 AM
Subject: Medical District Update

Medical District Update

Merry Christmas! It's been awhile since we last communicated anything regarding the College Station Medical District effort. This e-mail is sent as an update on what has been going on over the past couple of months and to also let you know about upcoming actions.

Rock Prairie Road Bridge

The City continues to progress in its upgrade of the Rock Prairie Road Bridge. As you may recall, the City was successful in working with the Bryan-College Station Metropolitan Planning Organization and the Texas Department of Transportation in securing nearly \$5 Million in funds to upgrade the Rock Prairie Road Bridge and intersection. Recently, the City Council approved a design contract with an engineering firm who has been working on developing the plans. At the same time, City staff has been busy developing preliminary concepts for the widening of Rock Prairie Road (east and west) and securing the right of way necessary for such a project. In 2008, College Station voters approved bond funds to allow the City to acquire this right of way. Additional funds for the actual construction will need to be secured in the future.

Scott & White and The Med

Both local hospital anchors continue their work on expansion. The Med recently celebrated the opening of its newly expanded emergency center, adding five new beds and significantly decreasing emergency room wait times. Scott & White continues to progress in the construction of their new hospital which is slated to open in 2013.

Senior Housing and Medical Services

College Station recently endorsed a privately developed affordable senior assisted living facility. This facility which may include as many as 96 rooms will be located adjacent to the Med on 17 acres also intended to include a skilled nursing facility, independent senior housing, and associated medical office uses. The City will partner with the developer in their application to the State for Low Income Housing Tax Credits and also in use of a portion of the City's HUD HOME financing. It is anticipated that this project may begin construction in the fall of 2012.

Wastewater Service Improvements

College Station continues to enhance wastewater services in the Medical District area. Currently a lift station and associated collection system is under construction. Once completed, this system will serve the new hospital, medical clinic, and associated development on the Scott & White owned property.

District Plan

City staff continue to work with the consultant to finalize the District plan document. Staff is anticipating a Spring adoption of the plan. It is staff's intention to develop an implementation program over the next couple of months. This implementation program will provide details regarding development regulations and standards, management structure, funding mechanisms, and capital expenditures needed for the success of the Medical District.

As work progresses on the Medical District and the development of the implementation program, I plan on providing regular updates such as this one to each of you. The week of December 27th, I will forward an e-mail detailing our approach to developing the implementation program. Sometime in January, I hope to present this same information to Council at one of their regular meetings. As you receive and review these e-mails, I would encourage you to forward any questions or comments you may have about the information they contain.

I look forward to continuing to work with each of you to make the College Station Medical District a resounding success for all involved!

Thanks,

Bob Cowell
Executive Director, Planning & Development Services

From: Jennifer Prochazka
To: MEDICAL DISTRICT UPDATES
Date: 1/3/2012 1:21 PM
Subject: Medical District Update #2

Good afternoon!

I hope each of you had a great Christmas and New Year's celebration. As I noted in my recent update (December 15th), I plan on providing each of you regular updates on the completion of the Medical District Plan and its implementation. As I noted in that update, I would like with this update to highlight the general approach we intend to use to finalize the Plan, secure its adoption and initiate its implementation.

Completion of the Plan document

Staff has received the final version of the proposed Medical District Plan from the consultant team. We will very soon be placing the document on our web site for your access. While the document is complete and represents the consultant team's final effort, staff will continue over the next couple of months refining the document in preparation for public hearings before the Planning & Zoning Commission and City Council. It is anticipated that these hearings will be scheduled later this Winter or in early Spring.

Continuing Outreach and Engagement

As part of our effort to finalize the Plan document in preparation for the upcoming public hearings, staff continues to engage with various stakeholders within the Medical District. These efforts have included one-on-one meetings, phone conversations, etc. and are assisting us greatly in ensuring that the final plan presented to Council has broad support by the various stakeholder and interest groups. In addition to accessing the web site and viewing the consultant's final document, I would encourage you to contact Jennifer Prochazka of my office at jprochazka@cstx.gov or 979/764-3570 with any questions or concerns you may have.

Implementation of the Plan

Through our continued engagement, it became apparent that to secure the broad based support of the Plan we seek, it will be necessary to have some initial development of the tools necessary to successfully implement the Plan, before the Plan itself is actually adopted by Council. To that end, staff has initiated work on "sketching" out proposals for three of the key implementation tools (regulations and standards, management, marketing, and operations, and capital improvements). It is my intention that proposals for each of these tools will be provided to Council at the same time we seek approval of the Plan. This is intended to help everyone understand how the Plan will actually be implemented and to accelerate the process of implementation. Prior to presenting these proposals, each will be sent out to stakeholders and interest groups for review and comment. The following is provided as a very brief overview of what the proposals will consider for each of these tools:

Regulations and Standards - to succeed, the District needs to have land use, development, and design regulations and standards that ensure the substantial public and private investments made in the area are supported with wise land use and quality development that yield prosperity for all parties. The appropriate type and extent of regulations and standards will be explored as a part of this proposal.

Management, Marketing, and Operations - to succeed the District needs to have an intentional focus on its management, marketing, and operation as a unique place in College Station. This focus will likely need to include a formal management structure, a specific communications and marketing program, and identified funding mechanism to both implement the vast capital needs, but also the unique operational requirements.

Capital Improvements - to succeed the District needs to have a reliable way to fund and construct the varied and extensive capital improvements needed in the area. These improvements range from upgrades to the transportation network to expanded wastewater facilities. The proposal for this tool will include identifying the amount of funding needed and the appropriate sources for this funding.

As you can see, though a great deal has been accomplished and a significant amount of work is currently underway, a great deal of effort remains to realize the full potential of the District. As progress is made on development of the proposals for the implementation tools and as other items of significance occur within the District, I will forward additional information. As I noted in my first update, I intend to provide a similar update every few weeks. In the meantime, if you have any questions or need additional information please do not hesitate to contact me or Jennifer.

As always, I look forward in continuing to work with each of you to make the College Station Medical District a resounding success for all involved!

Thanks and Happy New Year,

Bob Cowell
Executive Director, Planning & Development Services

January 12, 2012
Regular Agenda Item No. 3
Council Strategic Plan – Diverse Growing Economy Strategy Discussion

To: David Neeley, City Manager

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

Relationship to Strategic Plan: Diverse Growing Economy

Agenda Caption: Presentation, possible action, and discussion regarding the Council's Strategic Plan (2012), Policy Action Plan of Work, and strategies related to Diverse Growing Economy Strategic Initiative.

Recommendation(s): Staff will provide policy and parameter recommendations as part of its presentation at the Council meeting

Summary: At the October 27th meeting, Council accepted the 2012 Strategic Plan Update subject to further discussion of a number of identified policy items. At the November 10th meeting, Council approved a "plan of work" that will address a number of policy items that remain with several of the specific strategies contained in the Plan. The intent is to have a series of "workshops" to deliberate on the identified items prior to the FY13 budget development.

The purpose of this item is to initiate discussion on one of the identified strategies under the Policy Plan of Work - Policy Area 3 "Fiscal Policies", specifically dealing with economic development. Discussion of this item will aid staff in refining this strategy and in the establishment of appropriate "policy parameters". Further, the discussions will aid the staff in refining strategies and actions contained within the Department's Business/Service Plans.

At the meeting, staff will identify the basics of our current economic development activities/approaches, identify where the strategy indicates we appear headed (in this case to further diversify our consumer-orientation in economic development, which means our intent is to continue to focus on activities - just a wider diversity - that attract people and money from outside our area.

Ensuring that this strategy is aligned with Council will be important both in our day to day economic development activities (what businesses we recruit, what types of subsidies we may offer, etc) but also as we work with the consultant team to develop the economic development plan.

Budget & Financial Summary: N/A

Attachments:

- 1) Strategic Initiatives and Goals from Council Strategic Plan (2012)
- 2) Strategies identified in Policy Plan of Work for further discussion

Strategic Initiatives and Goals – Council Strategic Plan (2012)



Financially Sustainable City

Wise stewardship of the financial resources provided to the City resulting in its ability to meet current service demands and obligations without compromising the ability of future generations to the same

Core Services and Infrastructure



Efficiently, effectively, and strategically placed and delivered core services and infrastructure that maintains citizens health, safety, and general welfare and enables the City's economic growth and physical development



Neighborhood Integrity

Long-term viable and appealing neighborhoods



Diverse Growing Economy

Diversified economy generating quality, stable full-time jobs bolstering the sales and property tax base and contributing to a high-quality of life



Improving Mobility

Safe, efficient and well-connected multi-modal transportation system designed to contribute to a high-quality of life and be sensitive to surrounding uses



Sustainable City

Wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same

Strategies previously identified for further discussion

Policy Area 1

- Sustainable City Strategies

Policy Area 2

Infrastructure, Facilities, Services, and Equipment

- Plan for and invest in infrastructure, facilities, services, personnel, and equipment necessary to meet projected needs and opportunities
- Maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule
- Continue investments in maintaining and rehabilitating infrastructure and facilities in neighborhoods
- Plan for infrastructure necessary to meet projected growth and physical development
- Enhance transit opportunities through partnerships

Neighborhood Integrity

- Continued partnership with TAMU and others in addressing off-campus student housing

Policy Area 3

Fiscal Policies

- Phased lowering of reliance on Utility Return on Investment for General Fund use
- Maintain competitive utility rates
- Maintain relationship with local and regional economic partners
- Support diversification of “consumer-oriented” economy – tourism, regional athletic events, regional medical center, etc – SUBJECT OF JANUARY 12TH DISCUSSION

Policy Area 4

- Employer of choice – Attracting and retaining and engaged and highly professional staff