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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, February 09, 2012 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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

Consent Agenda

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

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

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

- January 26, 2012 Workshop and Regular Council Meeting
- January 30, 2012 Special Workshop-Strategic Plan Update
- January 31, 2012 Special Workshop-Strategic Plan Update

- b. Presentation, possible action, and discussion on a Professional Services Contract with Arcadis US, Inc., in the amount of \$149,718, for the preliminary engineering report for the Sandy Point Combined Project, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

- c. 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.
- d. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Edward Uvacek, Jr. and Beatrice G. Uvacek (Seller) in the amount of \$216,601.00 for the purchase of right-of-way (0.446 acres) and a public utility easement (0.642 acres) needed for the Rock Prairie Road East Widening Design and Right-of-Way Project.
- e. Presentation, possible action, and discussion regarding approval of a renewal of a semi-annual contract with Knife River for Type D Hot Mix Asphaltic Concrete and Emulsion Installed, in an amount not to exceed \$408,000.
- f. Presentation, possible action, and discussion regarding the renewal of an Interlocal Contract "Agreement", for a period of five years, allowing the City of College Station to repair and maintain the city-owned playground equipment at Hensel Park in the same manner and to the same standard as set out by city policy for all College Station playgrounds; and, to maintain that portion of Hensel Park that consists of the surface area upon which the playground equipment is located.
- g. Presentation, possible action, and discussion on approving a correction deed conveying property located at 911 Monclair Avenue.
- h. Presentation, possible action, and discussion regarding the ratification of cancellation of item Group B, PO#12-0343 in the amount of \$33,570.00 to FAPCo LLC and subsequent ratification of award of bid item Group B to JH Davidson and Associates in the amount of \$34,626.00 for the purchase of current transformers for the Switch Station Entergy tie project.
- i. Presentation, possible action, and discussion authorizing payment of the third of five economic development incentive payments in the amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

Regular Agenda

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

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

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

1. Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, more specifically a Rezoning from A-O Agricultural Open to R-1B Single-Family Residential for 65 acres located at 13500 Rock Prairie Road, generally located west of Lick Creek Park.
2. Presentation, possible action, and discussion regarding approval of the Rental Rehabilitation Guidelines.
3. Presentation, possible action, and discussion regarding the revision of the Strong and Sustainable Neighborhood Grant Program Guidelines.
4. Presentation, possible action and discussion regarding the appointment to BVSWMA to replace Stephen Beachy.
5. 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, February 09, 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 3rd day of February, 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 February 3, 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.

Notary Public – Brazos County, Texas

My commission expires: _____

City Council Regular Meeting

Thursday, February 9, 2012

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.

February 9, 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:

- January 26, 2012 Workshop and Regular Council Meeting
- January 30, 2012 Special Workshop-Strategic Plan Update
- January 31, 2012 Special Workshop-Strategic Plan Update

Attachments:

- January 12, 2012 Workshop and Regular Council Meeting
- January 30, 2012 Special Workshop-Strategic Plan Update
- January 31, 2012 Special Workshop-Strategic Plan Update

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 26, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

David Neeley, City Manager
Kathy Merrill, 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 3:07 p.m. on Thursday, January 26, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion, and a joint meeting of the Planning and Zoning Commission and the City Council regarding the 2012 Planning & Zoning Commission Plan of Work.

Mike Ashfield, Chairman, Planning and Zoning Commission, called to order the Joint Meeting with City Council.

Bob Cowell, Executive Director, Planning & Development Services, gave an overview of the process for developing the 2012 Planning & Zoning Commission Plan of Work. The Plan of

Work should consider future tasks for a prescribed period and be updated and revised annually in coordination with the City Council Strategic Planning process.

Mr. Ashfield reviewed the draft plan including; Comprehensive Plan Implementation, Employment Diversification, and Housing. The Planning and Zoning Commission is seeking input from the Council on the Plan of Work and concurrence with the same. In reference to the Role of Planning and Regulation, cost will be a parallel topic to affordable housing development factors. The intent of the Planning and Zoning Commission is to examine the role that cost plays in the development and impact of affordable housing. The Commission's role, as far as the Diversification of Employment Opportunities, will be in two parts. The Master Plan is a joint effort between the City Manager's Office and Planning and Development Services. The land use component will be addressed in terms of creating job opportunity and making sure land is available for those types of zoning districts. Another element of this plan includes providing a positive business development environment, including trying to work with applicants to provide a positive experience for all parties involved.

As new developments arise, the Planning and Zoning Commission will work with staff to assess what the current requirements are and review specifically for potential discussion and presentation to council.

Council asked that the street parking issue in new developments and on older streets continue to be reviewed. Mr. Cowell stated that during the special meetings next week, the parking issue will be looked at, and the Plan of Work could possibly be amended depending on Council's direction at that time. The Southside Neighborhood Plan is also in the process of determining what should be done about parking in an older neighborhood.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to approve the 2012 Planning & Zoning Commission Plan of Work. The motion passed unanimously.

The Planning and Zoning Commission Joint meeting portion of the City Council Workshop adjourned 3:50 p.m.

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

No items were pulled for clarification.

3. Presentation, possible action, and discussion regarding tax abatement, tax abatement agreements, and required guidelines. This item is also on the consent agenda.

Frank Simpson, Deputy City Manager, provided Council with an overview of the tax abatement process, and further explained the statutory requirements for entering into an agreement and designating a reinvestment zone. Local governments often use tax abatement as an economic development tool in order to attract new industry and commercial enterprises, and to also encourage the retention and development of existing businesses. Council will be considering the guidelines as a consent agenda item.

4. Presentation and discussion regarding an update on current and pending Neighborhood, District, and Master Plans including the Southside Neighborhood Plan, the Wellborn District Plan, and the Economic Development Master Plan.

Bob Cowell, Director of Planning and Development Services, reviewed with Council the plan development process, the plan implementation and monitoring process, and the details of the process for the plans being developed in 2012. The City of College Station Comprehensive Plan, adopted in 2009 identifies the need for the development of a series of more focused smaller area plans (neighborhoods, districts, and corridors) as well as master plans for functional areas (water, wastewater, economic development, etc) to aid in the successful implementation of the plan. A number of these plans have been completed to date with several more under development in 2012. Four plans that are currently in development were highlighted; the Southside Neighborhood Plan, the Economic Development Master Plan, the Wellborn District Plan, and the newest to be initiated next fall, the South Knoll Neighborhood Plan. Planning and Development Services will be partnering with Texas A&M students, who are using this neighborhood as their capstone project, culminating with a report that will be included in the plan. Mr. Cowell stated that at every meeting comment cards will be available for citizens to express their concerns and questions. Those can also be directed to staff through email.

Mr. Cowell reminded council that in regards to Wellborn, most of that land is zoned A-O, and is subject to abide by city codes and regulations.

5. Council Calendar

- **January 30 Strategic Planning Workshop 1:00 p.m.-5:00 p.m. College Station Utilities Training Facility**
- **January 31 Strategic Planning Workshop 1:00 p.m.-5:00 p.m. College Station Utilities Training Facility**
- **January 31 Scott & White - Dinner with the Doc at Miramont Country Club, 6:00 p.m.**
- **February 2 P&Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Katy-Marie Lyles, Liaison)**
- **February 9 City Council Workshop/Regular Meeting at 3:00 & 7:00 p.m.**

Council reviewed the Council calendar.

6. 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 an item to discuss a potential meeting between The Arts Council and the City Council regarding the future relationship between the two in regards to the festival site planning. Council also recommended the possibility of creating a committee for this purpose.

Council requested that a workshop item giving an update about the College Station dispatch system be added to a future agenda.

7. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, 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.

Mayor Berry reported that the MPO Executive Director, Linda Lasut has submitted her resignation effective Feb. 3rd 2012. The Mayor also attended the Congress of Mayors in Washington D.C.

Councilmember Fields attended the Arts Council meeting. Mr. Fields also updated Council on the BVWACS meeting.

Councilmember Mooney attended the BVWSMA Board of Directors.

Councilmember Brick attended the Greenways Tour coordinated by the Bicycle, Pedestrian and Greenways Advisory Committee.

8. Presentation, possible action and discussion regarding the presentation and demonstration of three new fire apparatus, (2) fire engines and one 100 foot ladder truck. One fire engine will be stationed at Fire Station 1 on Holleman Dr. One fire engine will be stationed at the new Fire Station 6 on University Dr., and the new ladder truck will be stationed at Fire Station 2 on Rio Grande. The purchase of the three new fire apparatus represents a \$2.1 million dollar investment in fire protection for our city.

Chief R.B. Alley invited the City Council to tour the new fire apparatus which is currently parked outside of City Hall.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 5:02 p.m. on Thursday, January 26, 2012 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
- 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
- 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:

- Restitution Issue related to State v. P. David Romei

C. Economic Incentive Negotiations, to wit:

- Administrative Services in College Station Business Park

The Executive Session adjourned at 6:30 p.m. on Thursday, January 26, 2012.

No action was required from Executive Session.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:30 p.m. on Thursday, January 26, 2012.

ATTEST:

Nancy Berry, Mayor

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 26, 2012

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
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:04 p.m. on Thursday, January 26, 2012 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.

Presentations and Recognitions:

- **Special recognition to the Parks Department from Texas Public Pool Council for Agency of the Year.**

Mayor Berry and the City Council recognized the Parks Department for receiving the Agency of the Year award from the Texas Public Pool Council.

Citizen Comments

There were no Citizen Comments.

CONSENT AGENDA

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

- **January 12, 2012 Workshop and Regular Council Meeting**

2b. Presentation, possible action and discussion on authorizing the payment of \$570,783.58 to Brazos County for repayment of unspent funds in TIRZ #1.

2c. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of replacement parts and components for City vehicles from Varsity Ford – Lincoln (College Station, TX) for the amount of \$60,000.00.

2d. Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$185,000.00.

2e. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$110,000.00.

2f. Presentation, possible action, and discussion regarding Resolution 01-26-12-2f, the City's Tax Abatement Guidelines. *This item will also be presented in the Workshop.*

Item 2f was 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 item 2f. The motion carried unanimously.

(2f)MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Lyles, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 01-26-12-2f, the City's Tax Abatement Guidelines. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on Ordinance 2012-3393, Budget Amendment #1 amending ordinance number 3371 which will amend the budget for the 2011-2012 Fiscal Year in the amount of \$8,520,217 and presentation, possible action and discussion on four interfund transfers.

At approximately 7:16 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:16 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Ordinance 2012-3393, Budget Amendment #1 amending ordinance number 3371 which will amend the budget for the 2011-2012 Fiscal Year in the amount of \$8,520,217 and presentation, possible action and discussion on four interfund transfers. The motion passed.

2. Public Hearing, presentation, possible action, and discussion regarding a Ordinance 2012-3394, amending Chapter 12, Unified Development Ordinance”, Section 4.2, “Official Zoning Map”, of the Code of Ordinances, more specifically, rezoning from R-3 Townhouse to R-4 Multi-Family Residential for 10.434 acres located at 4050 Holleman Drive South, generally located south of the Las Palomas Subdivision.

At approximately 7:31 p.m., Mayor Berry opened the Public Hearing.

Greg Jasper, 1422 Spring Loop, stated he was the owner and was available for questions.

There being no further comments, the Public Hearing was closed at 7:32 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Mooney voting against, to adopt Ordinance 2012-3394, amending Chapter 12, Unified Development Ordinance”, Section 4.2, “Official Zoning Map”, of the Code of Ordinances, more specifically, rezoning from R-3 Townhouse to R-4 Multi-Family Residential for 10.434 acres located at 4050 Holleman Drive South, generally located south of the Las Palomas Subdivision. The motion passed.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3395, 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 2.39 acres located at 12900 Old Wellborn Road, generally located at the intersection with North Graham Road, from A-O Agricultural Open to PDD Planned Development District.

At approximately 7:51 p.m., Mayor Berry opened the Public Hearing.

Mike Gentry, 1515 Emerald Parkway, stated he represented the applicant and provided some background.

There being no further comments, the Public Hearing was closed at 7:58 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-

3395, 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 2.39 acres located at 12900 Old Wellborn Road, generally located at the intersection with North Graham Road, from A-O Agricultural Open to PDD Planned Development District. The motion passed unanimously.

4. Public Hearing, presentation, and discussion regarding an ordinance amending Chapter 10, “Traffic Code” Section 6 “Parking, standing, or storing of Recreational Vehicles, trailers, or trucks in residential areas.” Section B “Regulations” of the Code of Ordinances.

At approximately 8:07 p.m., Mayor Berry opened the Public Hearing.

Robert Lightfoot, 1017 Rose Circle, stated the first he heard about this was a note tacked to his door, but he feels better after hearing what said tonight. He would like to participate on a committee to study this issue.

Suzanne Droleskey, 1109 Ashburn Avenue, asked Council what problem are we solving? Property values are based on the structure/improvements and not on vehicles parked on the property. It is not a health and safety issue; it is a matter of aesthetics. It is not the City’s business to determine the aesthetics in a neighborhood. The neighborhood associations should determine what is best for the neighborhood. This can create an unfair economic burden on property owners to either build fences or obtain a storage facility. People who already have this should be grandfathered in.

Wendy Wolfe, 2924 Camille Drive, spoke against changing the current ordinance. There is not a problem and should be left as it is. Her neighborhood has its own restrictions. The Council should not impose additional restrictions on neighborhoods. The City government should not be involved in what they do in their own driveway, and it will very difficult and expensive to enforce. How will it be tracked? There are also circumstances that demand flexibility. This kind of ordinance can set neighbor against neighbor.

Bob Bilberry, 2738 San Felipe, stated he is deeply offended that the City government feels they can tell him what kind of vehicle he can park in his driveway. He thanked the Council for the opportunity to provide input.

Dean Thompson, 1020 Rose Circle, there are a lot of RV owners like him – on a fixed income. His RV is the same size as his Toyota SUV. He is opposed to this change.

Anne Carter, 4685 Potter Lane, stated her opposition to this change. She asked for a fair use of her land. She asked how this could be grandfathered, especially if the home is sold? This will pit neighbor against neighbor. What about bikes and kids’ toys?

Michael Paulus, 2906 Arroyo Court, stated his opposition to the change. He owns a boat. It requires a electrical connection to keep the battery charged. His garage is too narrow and he has too many trees to place a fence. Also, there is not enough storage to accommodate all the

vehicles that would have to be stored. He would hate to see Code Enforcement become a tool that the HOA would use to enforce/change restrictions.

Kathleen Brooks, 1211 King Arthur, this issue came up several years ago when the new City Planner wanted to remove all the vehicles from the yards, streets, etc. This is a poor idea; she does not have a large income. The only way she can have a vacation is to not pay \$500 per month to store her RV.

John Grillo, 1805 Langford, stated he has a motor home that needs work all the time. Will he have more than 72 hours to do repairs? It takes a day and a half to change a tire. He has spent the last few days repairing the roof. Most storage facilities do not have power to keep the batteries charged, so he has to maintain that. Security is also an issue; he feels it is safer in his own yard.

Myra Bright, 7701 Sherman Court, stated she has lived in her home 34 years, and they have had RV's that whole time. She hopes any amendment will be for new subdivisions and not forced on those that have been there all along.

Mike Fulfer, 14537 South Dowling Road, stated his agreement with everything said so far. We brag about diversity, and deed restrictions allow each neighborhood to be diverse. The old ordinance has a \$125 maximum fine; the new fee is \$500. He questions the motive when he sees something like that. The City should not regulate what a private homeowner wants to do with his land.

Roland Dwight Huskey, 3002 Longleaf, stated he is on a limited income. He cannot put his travel trailer in his back yard. He would have to sell it. This is going to hurt a lot of people.

David Levias, 1207 Berkley, signed up, but did not speak.

Robert L. Smith, 609 Banks Street, stated he owns an RV and moved to the area he is in because he could have his RV at his home. He has no space in the backyard to park his RV. Also, RV's at storage facilities are subject to vandalism, and he cannot afford those repairs, let alone the cost of the storage facility.

Tyler Bradfield, 1709 Austin, Avenue, stated most of his points have been made. This issue is about lifestyle choices. Having a boat is key to participating in events and sports, but storage costs are not affordable.

Rick Heaney, 2511 Merrimac Court, stated he researched before he bought his \$100,000 RV to be sure he could keep an RV at his home. He learned he could. His neighbor put in concrete pads to park his RV's. That is an expense that cannot be recouped. Additional costs to store an RV or to build a fence are a challenge. Can he keep a pickup truck in his drive? This will also create additional work for the Code Enforcement people. HOA's are the ones to handle this.

Steve Gossett, 1215 King Arthur, he has a large tree that would have to be removed before he could move his vehicle to the back. He is opposed to this change. If the change goes forward,

he asked that Council make it only for new development and not retroactive to neighborhoods that are already exempt.

David Anderson, 2704 Brookway, said he owns an airboat and asked why the City and the state are piling on these laws.

Paul Manley, 110 Ridge Crest, stated that for some people, these recreational vehicles are considered necessary for income. He paid for his college education with his fishing boat. It stays in his driveway for convenience. It is a way of life and income and is not just recreational. *Mr. Manley also submitted written comments.*

Harold Claus, 2709 Brookway, says he lives across from the airboat, and it is not a nuisance.

Robert Droleskey, 1109 Ashburn, submitted written comments.

Timothy Scott, 1103 Haley Place, submitted written comments.

Cody Collins, 3300 Bluestem, submitted written comments.

Weston Brown, 103 Oak Trail, submitted written comments.

Paul Manley, 1110 Ridge Crest, submitted written comments.

There being no further comments, the Public Hearing was closed at 8:47 p.m.

The consensus of the Council was to direct staff to not go forward with the proposed ordinance amending the regulation of parking, standing, or storing of recreational vehicles, trailers, or trucks in residential areas.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:11 p.m. on Thursday, January 26, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 30, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 1:15 p.m. on Monday, January 30, 2012 in the College Station Utility Building Meeting and Training Facility, 1603 Graham Road, College Station, Texas.

1. Review of Strategic Planning Process and Overview of Objectives of Special Workshops.

Bob Cowell, Director of Planning and Development, reviewed the strategic planning process and noted the strategic plan was adopted in the Fall 2011. Workshop objectives include reviewing the strategic plan purpose and development, review strategic initiatives and goals, discuss specific strategies in detail, and receive Council direction. Our next steps will be to look at remaining strategies, set a date for a March workshop to update and begin budget preparation, and budget development.

Topics for strategy discussion include Hotel Occupancy Tax proceeds, neighborhood parking issues, capital plan and budget discussion, and sustainability. These four strategies reflect Council direction given at the 2011 summer retreat.

2. Presentation, possible action, and discussion regarding use of the Hotel Occupancy Tax Proceeds in the City of College Station.

Frank Simpson, Deputy City Manager, reported on the status of the HOT fund. The projected 2012 fund balance is approximately \$4.4 million. This does not include the Chimney Hill asset; it is cash alone. To date, revenues exceed expenditures annually by approximately \$2 million. The Chimney Hill fund also has to meet the test for HOT. The 2012 cash balance is approximately \$2.1 million. Revenues exceed expenditures annually by \$225,000. There is a two-part test that every expenditure of local HOT must meet to be valid. The first criteria is that every expenditure must directly enhance and promote tourism and the convention and hotel industry (heads in beds). The second criteria is that every expenditure of the HOT must clearly fit into one of nine statutorily provided categories. In June 2011, the CVB's Indigo Report observed that the City needs to invest the reserves, fund more research, fund a Wayfinding Master Plan, fund promotional technology, expand the rewards program, improve stakeholder relations, and adopt an ROI-based allocation process.

Prioritized initiatives include a standardized allocation process, improve wayfinding, and strengthen stakeholder relationships. The standardized allocation process is to address opportunities not already included in the approved CVB annual budget. Regarding wayfinding, a Master Plan was done in 2008, but was never implemented. Recent efforts began where the 2008 plan left off; including the basis for signage design, placement, and end-destinations. It was recommended to follow a phased approach with Phase 1 having a targeting completion date of August 2012. It is anticipated to bring this before the Council in late March or early April. To strengthen stakeholder relations, strategies for cross promotion, cooperative advertising, product information, and information sharing will need to be implemented. Another consideration is the creation of a CVB Community Marketing Manager position. Using TAMU Recreation, Parks & Tourism, Science Department and graduate students may also be an alternative.

For the promotion of tourism, and to build upon our sports market, a plan needs to be developed to enhance and upgrade existing sports facilities and fields; there is no detail plan yet. A market analysis and feasibility study should be conducted for a multi-use sports venue, such as the Frisco facility. If analysis and study show there is a market, and it's feasible to do; then we must determine how HOT can be used.

Staff recommendations are: to stay engaged with the CVB as they carry forward their initiatives, develop a plan for enhancing and upgrading existing facilities and fields utilizing HOT funds, and conduct a market analysis and feasibility study for a multi-use sports venue.

3. Presentation, possible action, and discussion regarding Neighborhood Parking Issues.

Bob Cowell, Director of Planning and Development, reviewed the neighborhood parking issues and methodology.

The issues are:

- Most residential streets in the City are designed as “yield streets”
- When high-density of on-street parking occurs, “yield street” design can fail
- Three Contexts
 1. Established Neighborhoods with Existing Issues (old standards, high density of rentals, higher number of occupant vehicles, narrow streets, small lots, frontage, and limited off-street parking)
 2. Established Neighborhoods with Emerging Issues (yield-streets built to old standards, increased density of renter-occupied, increased number of occupant vehicles due to rentals, narrow streets, small lots, frontage, limited off-street parking)
 3. New Neighborhoods with Future Issues (yield-streets built to current standards, build to market investors, “convert” to rental market)

The current approach involves land use planning, development regulations, neighborhood planning and special studies, a parking removal program, and enforcement.

Staff proposed a methodology to address parking issues by: creating a Council/Planning & Zoning Commission Sub-Committee, conduct an analysis of the issue and develop solution options, engage stakeholders, conduct Public Hearings, and finally recommendations and action starting in February (6 months to complete).

MOTION: Upon a motion made by Councilmember Fields and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, to approve that Council and the P&Z Commission post an item on a future meeting to appoint members to a Sub-Committee to address Neighborhood Parking issues. The motion carried unanimously.

4. Presentation, possible action, and discussion regarding the City of College Station’s Capital Improvement Program.

Jeff Kersten, Chief Financial Director, presented an introduction to tomorrow’s Capital Plan and Budget Discussion. The item will be discussed in more detail at the January 31 workshop.

5. Presentation, possible action, and discussion regarding the City’s Sustainability Efforts.

This item will be discussed at the January 31 workshop.

6. Presentation, possible action, and discussion of other items within the 2012 Council Strategic Plan Update.

This item will be discussed at the January 31 workshop.

7. Overview of Next Steps in the Strategic Planning Process.

This item will be discussed at the January 31 workshop.

8. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the special workshop of the College Station City Council at 4:35 p.m. on Monday, January 30, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE CITY COUNCIL SPECIAL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 31, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 1:24 p.m. on Tuesday, January 31, 2012 in the College Station Utility Building Meeting and Training Facility, 1603 Graham Road, College Station, Texas.

1. Review of Strategic Planning Process and Overview of Objectives of Special Workshops.

Discussion was completed on this item at the January 30 meeting.

2. Presentation, possible action, and discussion regarding use of the Hotel Occupancy Tax Proceeds in the City of College Station.

Discussion was completed on this item at the January 30 meeting.

3. Presentation, possible action, and discussion regarding Neighborhood Parking Issues.

Discussion was completed on this item at the January 30 meeting.

4. Presentation, possible action, and discussion regarding the City of College Station's Capital Improvement Program.

Chuck Gilman, Director of Capital Improvements, updated the Council on the Capital Plan. Project delivery includes five project managers with active projects totaling \$115 million, and two land agents who are working to acquire 61 parcels for rights-of-way.

The Parks Revolving Fund allows staff to purchase parkland ahead of development. It has a budget of \$1 million, and they have spent approximately \$711,000. Parkland was acquired in Northgate.

The Rock Prairie Road West right-of-way was considered by the 2008 Citizen Advisory Committee, but was not included in the 2008 Bond Authorization. A project was included to purchase right-of-way for the widening of Rock Prairie Road West from SH 6 to Normand.

He briefly reported on ongoing projects such as the Skate Park (completed); improvements to neighborhood parks at Brothers Pond, Pebble Creek, Emerald Forest, etc.; Barron Road Widening Phase II, traffic signals; extension to Victoria; Fire Station No. 6; improvements to Central Park (concessions and meeting room); and hike and bike trails. Projects in design include Lick Creek Park Trail, Lick Creek Nature Center, extension of Jones Butler, extension of Barron Road East and Lakeway South, sidewalk extensions, Lick Creek Hike and Bike Trail, and University Drive Pedestrian Safety Phase II (Tauber down to south College).

He updated the Council on other projects that were not included in the bond, such as the Health Science Center Parkway and sewer infrastructure (design consultants selected January 26), Wolf Pen Creek Festival Area (expected to advertise for construction bids the week of February 20), Scott & White Lift Station (construction to be completed April 2012), University Drive Pedestrian Safety Improvement Project – TXDOT (construction to be complete August 2012), Tauber & Stasney Rehabilitation (construction to be complete February 2012), Rock Prairie Road Overpass, Bee Creek Trunk Sewer, and the CSU Dispatch Building.

Staff recommendations include: 1) the Lincoln Center Addition with a capital budget of \$4.3 million and an anticipated annual O&M of \$98,000 (proceed with a facility program in FY 2012); 2) Library expansion with a capital budget of \$8.4 million and an anticipated annual O&M of \$208,000 (continue to monitor library usage in 2012 with the opening of the new high school and commence a study in 2013 to determine long-term need for a library expansion or a new library); 3) East District Maintenance Shop with a capital budget of \$1.6 million and an anticipated annual O&M of \$12,000 (delay the project and continue to evaluate the need for this facility as PARD maintenance operations change and/or expand); and Lick Creek Nature Center (detail design and construction) with a capital budget of \$2.5 million and an anticipated annual O&M of \$132,000 (proceed with design in FY12 and construction FY13).

Staff recommends that Council direct the Planning and Zoning Commission in 2013 to coordinate with other council-appointed boards and commission and City staff to develop a preliminary list of capital improvement projects to be potentially included on the next bond election. Council consensus was to accept staff recommendations.

5. Presentation, possible action, and discussion regarding the City's Sustainability Efforts.

Jason Stuebe, Assistant to the City Manager, stated the rationale for focusing on sustainability was identified by residents through surveys, and focus groups. The Council understood the findings to say the City should be a leader in environmental stewardship, improve and enhance the quality of life, save tax payer dollars, build local economy and create jobs, and create a legacy of leadership. The Green College Station resolution was adopted in January 2008. The City Manager was to develop a Green College Station Master Plan and establish a Technical Task Force. In July 2008, Sustainability was added as a strategic initiative. In October 2009, the City was awarded an Energy Efficiency and Conservation Block Grant in the amount of \$791,000. This grant was used to purchase hybrid vehicles, parks facility retrofits, and the sustainability program. In April 2010, we hired a Sustainability Coordinator, and in November 2011, the Green Technical Taskforce was dissolved with the Coordinator given the responsibility to monitor the Master Plan.

Strategic initiatives were developed and current practices include 1) enhance conservation efforts, 2) purchase of energy from renewable sources, 3) protect potable water supply and ability to expand, 4) support and implement green building practices, 5) conduct sound land use planning guided by the Comprehensive Plan, 6) maintain and enhance participation in FEMA CRS program, 7) acquire flood-prone areas and their associated riparian areas through the Greenway acquisition program, 8) support alternative energy production activities, 9) enhanced use of hybrid vehicles in our fleet, 10) continue to seek grants and other funding sources, and 11) community education and information about conservation efforts and city programs.

He noted that things have changed since 2008, such as the economic climate, council turnover, administration turnover, and a shift in citizen opinion. Staff recommends changing the policy statement to reflect the current climate and to re-align strategies with the new policy direction stated as, "College Station is committed to a comprehensive sustainability program that promotes and achieves conservation and environmental awareness that is fiscally responsible and results in a real and tangible return of investment to the City". Council consensus was to accept the policy statement with the caveat of obtaining a cost/benefit analysis as with other Master Plans.

David Massey, Director of Electric Utilities, reviewed Wind Energy program. Our wind energy is purchased from the South Trent Wind Farm west of Abilene. In 2009, our contract capacity is 10 megawatts, and in 2015, we expect to purchase 30 megawatts. Existing wind watts rates are based on program costs to deliver certified wind energy and the Green College Station program adder (what Council added to the rates for environmental incentives, such as the tree program). Enrollment has stayed pretty steady since 2009. Staff recommends the Council approve a revised electric rate ordinance to eliminate the Green College Station adder.

Jason Stuebe reviewed the suggested strategies moving forward: enhance conservation efforts – electric, water, recycling (retain), purchase of energy from renewable resources (retain, but with modifications to operations), preserve potable water supply and ability to expand (retain and possibly expand), support and implement green building practices (retain, but with modifications specific to City facilities and demonstration of clear fiscal benefit and to what standard), conduct sound land use planning guided by the Comprehensive Plan (retain). Previously adopted strategies include: maintain and enhance participation in the FEMA CRS program (retain), continue Greenway Acquisition program (retain, clarify that activities will be limited to purchasing land), support alternative energy production activities (retain, interest in expanding), implement a more energy efficient fleet (modify the focus on hybrids, complete pilot program, study additional fleet options: right-sizing, alternative fuels, fuel efficiency, hybrid, electric), seek grants and other sources of funding to support efforts (retain, with modifications insuring funding source compatibility with Community while being mindful of stipulations/matching), community education and information about conservation efforts and programs (retain and possibly expand).

6. Presentation, possible action, and discussion of other items within the 2012 Council Strategic Plan Update.

No discussion was required.

7. Overview of Next Steps in the Strategic Planning Process.

Bob Cowell, Director of Planning and Development, said there are other items that need to be addressed, such as the street maintenance program, Utility CIP projects and rate discussions, roles of regional partners (funding levels), and the employee pay plan and benefits. These all need additional discussion before we get too deep in budget discussion.

Budget workshops will begin in July or August. Everything needs to be completed by that July so that the budget can be framed according to the strategic plan and policy direction. Additional discussion on strategic plan items may begin in March and April. Council consensus expressed a preference for setting the time for workshops in the late afternoon (4:00 – 8:00).

8.. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the special workshop of the College Station City Council at 4:20 p.m. on Tuesday, January 31, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

February 9, 2012
Consent Agenda Item No. 2b
Project Number WF1440357, WF1440344
Sandy Point Combined Project and a
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Arcadis US, Inc., in the amount of \$149,718, for the preliminary engineering report for the Sandy Point Combined Project, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

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

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

Summary: ARCADIS, Inc., was contacted to submit a proposal for the preliminary engineering report based upon their prior experience working at the Sandy Point Pump Station. The scope of the Sandy Point Combined project is for design and construction of upgrades to the chemical feed system and an expansion of the cooling towers to meet the future well capacity of 34 MGD.

The first phase of this project is the preliminary engineering report. With the projected budget of \$149,718, ARCADIS, INC. will study multiple options to disinfect the City's raw water and to analyze multiple technologies available for increasing the capacity of the cooling towers while increasing the efficiency and safety of the facility. Upon completion of the report, the design effort will be 30% complete, and the City will have a better understanding of the improvements needed, and their construction costs, to meet its goals moving forward.

Budget & Financial Summary: This project is included in the FY12 approved budget as two separate projects - the Sandy Point Chemical Feed System Replacement project with a budget of \$1,733,400 and the Cooling Tower Expansion project with a budget of \$3,182,000. The projects are being combined for contract administration efficiency purposes. The portion of the P.O. for the Sandy Point Chemical Feed System Replacement is \$70,859 and the portion for the Cooling Tower Expansion is \$78,859. To date, \$170.63 has been expended or committed. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year and next fiscal year.

Attachments:

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE SANDY POINT COMBINED PROJECT.

WHEREAS, the City of College Station, Texas, solicited a proposal for the preliminary engineering report phase services; and

WHEREAS, the selection of Malcolm Pirnie, Inc. is being recommended as the most highly qualified provider of the preliminary engineering report services; now, therefore,

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

PART 1: That the City Council hereby finds that ARCADIS, Inc. is the most highly qualified provider of the services for Sandy Point Combined Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with ARCADIS, Inc. for an amount not to exceed \$149,718 for preliminary engineering report phase services related to the Sandy Point Combined Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$149,718.00.

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

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

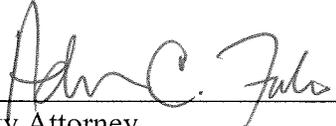
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

SANDY POINT COMBINED



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 9th DAY OF FEBRUARY, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

1. Sandy Point Pump Station Chemical Feed and Storage System Upgrades - Design and construction of upgrades to the chemical feed and storage system at the Sandy Point Pump Station.
2. Cooling Tower Expansion - Expansion of the cooling towers to meet the future well capacity of 34 MGD.

**February 9, 2012
Consent Agenda Item No. 2c
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.

[Signature Pages Follow]

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: Chakilla Robinson
Title: Divisional Vice President

FOR TENANT'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

By: _____
Name: _____
Title: _____

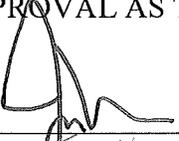
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this day and year first above written.

TENANT:
DVA RENAL HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

FOR TENANT'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

By:  _____
Name: Jan Kwasnik
Title: V.P., Deputy General Counsel

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: _____

February 9, 2012
Consent Agenda Item No. 2d
Rock Prairie Road East Widening Design and ROW Project (ST0417)
Real Estate Contract – Uvacek / Parcel No. 1

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Edward Uvacek, Jr. and Beatrice G. Uvacek (Seller) in the amount of \$216,601.00 for the purchase of right-of-way (0.446 acres) and a public utility easement (0.642 acres) needed for the Rock Prairie Road East Widening Design and Right-of-Way Project.

Relationship to Strategic Goals: Improving Mobility – Plan for infrastructure necessary to meet projected growth and physical development. Provide complete streets that accommodate vehicles, bicyclists, and pedestrians.

Recommendation(s): Staff recommends approval of the contract which will authorize the Mayor to execute the contract and the City Attorney to complete the transaction.

Summary: On June 10, 2010, City Council authorized the acquisition of ROW and utility easements along Rock Prairie Road East from SH 6 to William D. Fitch as part of the Rock Prairie Road East Widening Design and ROW Project. The project includes the design and ROW acquisition for the future widening of Rock Prairie Road East. The property to be acquired is located along Rock Prairie Road, between the State Highway 6 Frontage Road and Bird Pond Road, immediately across from the Scott and White Hospital currently under construction. This tract of land is in the proposed Medical Corridor. The right-of-way to be acquired for the road widening includes 0.446 acres of land and the adjacent public utility easement includes 0.642 acres of land.

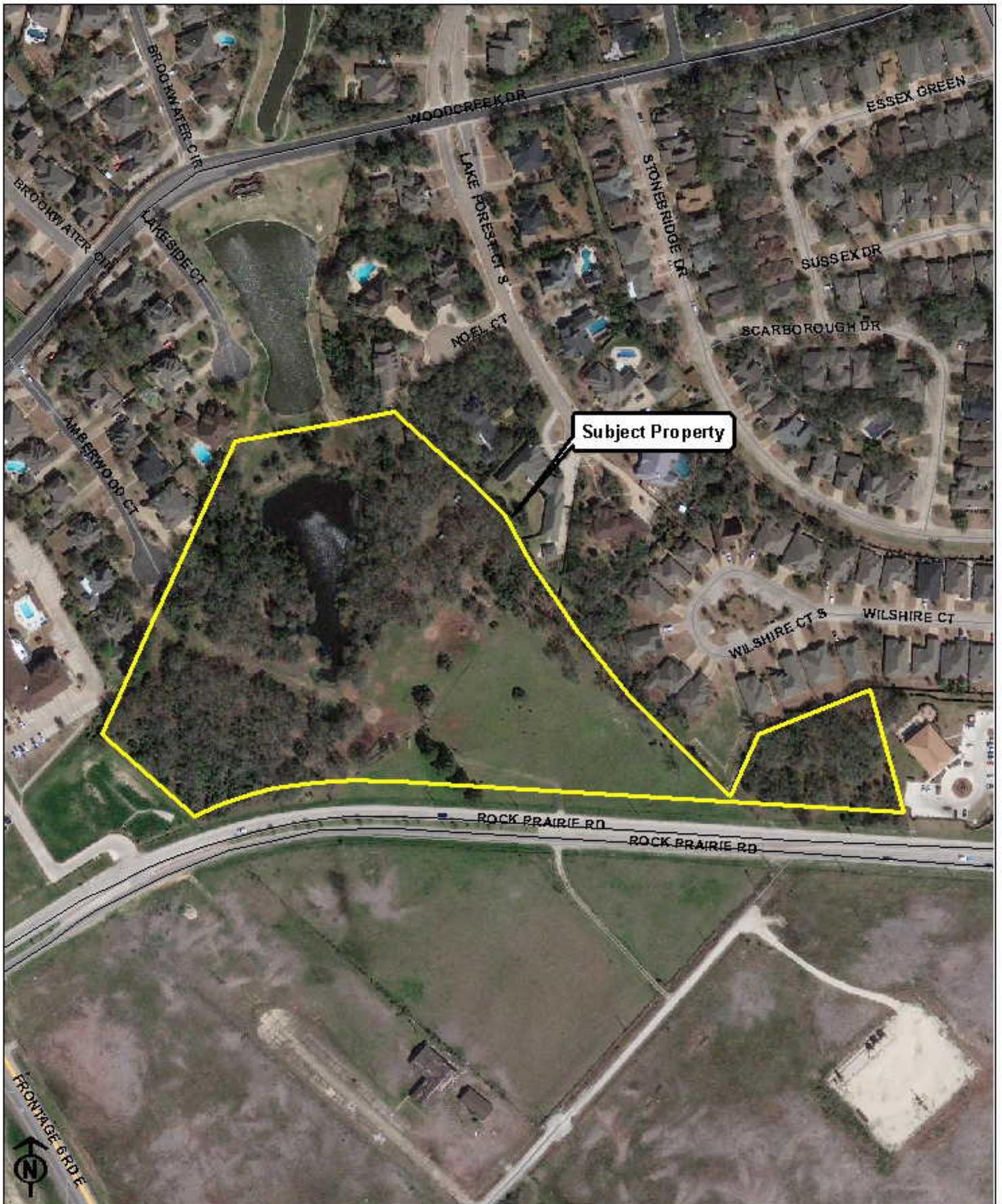
The purchase price of \$216,601.00 is a negotiated amount originally based on an appraisal completed by the City's Land Agent, Mark McAuliffe, a State Certified Real Estate Appraiser. A settlement agreement was reached after negotiations with the landowners and a reevaluation of recent comparable land sales. Due to the property's location within the Medical Corridor immediately adjacent to the new hospital, the amount of frontage being acquired, the property's commercial development potential, and the new Rock Prairie Road Overpass in design, staff feels that a settlement in the amount of \$5/sf plus damages is fair compensation for the right-of-way and easement to be acquired.

Budget & Financial Summary: The purchase price for the property to be acquired is \$216,601.00. Additional funds in the amount of approximately \$2,500 will be required for closing costs. The total current budget for the Rock Prairie Road East Widening Design and ROW Project is \$2,969,000. Funding for this project is from the 2003 general obligation bond authorization. Funds in the amount of \$1,070,292.29 have been expended or committed to date, leaving a balance of \$1,898,707.71 for remaining design, right-of-way purchases and related expenses. This project budget is for design and land acquisition only. Funds for construction are not currently budgeted.

Attachments:

1. Location Map
2. Real Estate Contract – Available in City Secretary's Office

**Rock Prairie Road East Widening Project
Property Exhibit
Parcel No. 1 / Edward and Beatrice G. Uvacek**



February 9, 2012
Consent Agenda Item No. 2e
Renewal of Semi-Annual Blanket for Type D Hot Mix Asphaltic Concrete
and Emulsion Installed

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of a renewal of a semi-annual contract with Knife River for Type D Hot Mix Asphaltic Concrete and Emulsion Installed, in an amount not to exceed \$408,000.

Relationship to Strategic Goals: Improving Mobility – Plan for infrastructure necessary to meet projected growth and physical development. Provide complete streets that accommodate vehicles, bicyclists, and pedestrians.

Recommendation(s): Staff recommends approval of the contract

Summary: Bids for the Semi-Annual Blanket Type D Hot Mix Asphaltic Concrete and Emulsion Installed were received on July 15, 2011. Knife River and Brazos Paving, Inc responded to the Invitation to Bid (ITB) and Knife River submitted the low bid. Staff recommended in August 2011 to proceed with a 6-month price agreement for Item 1 and Item 2 with Knife River. Staff is now recommending that this agreement be renewed with Knife River for an additional 6-month period.

This contract is used for placing a mat of 1.5 to 2 inches of hot mix asphalt for the renewal of the pavement surface of an asphalt street. In cases where several base failure repairs have been made on a collector or arterial street, a mat of hot mix asphalt is used to seal the street and improve the driving surface of the street. The emulsion is used as a tack coat to seal the surface of sections that need additional bonding for the hot mix asphalt. This service, along with the Department's ability to apply hot mix asphalt with City equipment and crews on smaller sections of residential streets is a major tool in providing longer life to asphalt streets. This price agreement will be re-bid at the completion of this renewed six month contract.

Budget & Financial Summary: Funding for the Semi-Annual Blanket Purchase Order for the Installation of Hot Mix Asphalt Concrete is provided from the operating budget of the Street Maintenance Division.

Attachments:

1. Letter of Renewal

RENEWAL No. 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 11-299 (Bid No. 11-105) for installation of Type D Hot Mix and Emulsion in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a six (6) month period beginning February 22, 2012 through August 21, 2012. The total amount of the contract is \$408,000.00.

KNIFE RIVER CORP. - SOUTH



AUTHORIZED REPRESENTATIVE

11/11/2011

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Executive Director Business Services

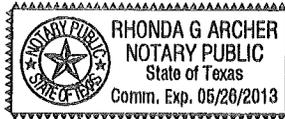
DATE

STATE OF TX

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 11th day of January, 2012
by Keith Pierson in his/her capacity as Chief Estimator of
Knife River South, a Texas Corporation, on behalf of said corporation.



Rhonda G. Archer
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

February 9, 2012
Consent Agenda Item No. 2f
Interlocal Contract with Texas A&M University for Use of Hensel Park

To: David Neeley, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Relationship to Strategic Goal: "Providing Core Services and Infrastructure" ~ Efficiently, effectively, and strategically placed core services and infrastructure that maintains citizens health, safety, and general welfare and enables the city's economic growth and physical development.

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an Interlocal Contract "Agreement", for a period of five years, allowing the City of College Station to repair and maintain the city-owned playground equipment at Hensel Park in the same manner and to the same standard as set out by city policy for all College Station playgrounds; and, to maintain that portion of Hensel Park that consists of the surface area upon which the playground equipment is located.

Recommendation(s): Staff recommends approval of the Interlocal Contract for Use of Hensel Park.

Summary: The City of College Station and Texas A&M University entered into an agreement in 1986 to install the original playground in Hensel Park. The park is the only developed park in Park Zone B and provides citizens in that area with access to open space. The last interlocal contract between the City and Texas A&M University for the use of Hensel Park was approved by City Council on June 26, 2003. The agreement allowed the City to replace the 17 year-old playground that had been originally installed in 1986, and additionally, to maintain the playground to the standard set out by city policy.

The 2012 contract before Council is a renewal of the agreement for the City to provide maintenance and repair of the current playground and maintenance of the surface area upon which the playground equipment described above is located. The City has owned and maintained the present playground in Hensel Park since 2004. The City as well as Texas A & M University agree that the playground in Hensel Park benefits the University as well as city residents.

Budget & Financial Summary: The maintenance and repairs to the playground and surface areas will come from the General Fund.

Attachments:

1. Draft of the Interlocal Contract for Use of Hensel Park ~ 2012

**INTERLOCAL CONTRACT
FOR USE OF
HENSEL PARK**

This "INTERLOCAL CONTRACT FOR USE OF HENSEL PARK" ("Agreement") is made and entered into pursuant to Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and is by and between **TEXAS A&M UNIVERSITY**, (hereafter referred to as "**TAMU**"), a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and **THE CITY OF COLLEGE STATION** (hereafter referred to as "**COLLEGE STATION**"), a Texas Home Rule Municipal Corporation.

PURPOSE

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

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

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

WHEREAS, **TAMU** owns property located in the "Northgate" area, situated on South College Drive, College Station, Brazos County, Texas, and commonly referred to as "HENSEL PARK";

WHEREAS, **COLLEGE STATION** has owned and maintained the present playground equipment in HENSEL PARK since 2004;

WHEREAS, **TAMU** and **COLLEGE STATION** agree that a playground in HENSEL PARK benefits **TAMU**, **COLLEGE STATION**, and the community;

WHEREAS, **TAMU** and **COLLEGE STATION** do not intend, by entering into this Agreement, to create a joint enterprise whereby **COLLEGE STATION** shares dual control with **TAMU** of HENSEL PARK, which is to remain solely owned and controlled by **TAMU**; and

NOW, THEREFORE, in fulfillment of the duties, obligations, and covenants contained in this Agreement, **TAMU** and **COLLEGE STATION** agree as follows:

ARTICLE 1
DUTIES

1.01 COLLEGE STATION shall repair and maintain the playground equipment at HENSEL PARK in the same manner and to the same standard as set out by city policy for all **COLLEGE STATION** playgrounds.

1.02 COLLEGE STATION shall maintain that portion of HENSEL PARK that consists of the surface area upon which the playground equipment described above is located, including:

- A. The octagonal surface area below the playground equipment measuring approximately 50' x 56' and surrounded by concrete curbing; and
- B. The rectangular surface area below the swing set measuring approximately 32' x 36'.

The area of HENSEL PARK to be maintained by **COLLEGE STATION** is depicted as the shaded rectangle on EXHIBIT "A" which is attached hereto and incorporated by reference for all purposes. The octagonal and rectangular shapes within the shaded rectangle correspond to the playground and swing set, respectively. Further, **COLLEGE STATION** will maintain two (2) 20' diameter wooden shelters constructed upon concrete slabs and located on the west side of the HENSEL PARK parking lot, as indicated on the EXHIBIT "A".

1.03 TAMU shall be solely responsible for the care, control and maintenance of HENSEL PARK other than that property described hereinabove, which is to be cared for and maintained by **COLLEGE STATION**.

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

1.05 Surface Only: **COLLEGE STATION** expressly understands and accepts that this Agreement grants to **COLLEGE STATION** the non-exclusive use of the surface only of HENSEL PARK for the sole purpose to repair and maintain the playground equipment and to maintain the surface area depicted in EXHIBIT "A". **COLLEGE STATION** does not have the right to disturb the subsurface of HENSEL PARK, except to the extent necessary to maintain the playground equipment and other improvements authorized by **TAMU**. **COLLEGE STATION** does not have the right to direct or control **TAMU** concerning HENSEL PARK other than as provided herein.

Any damage caused to the surface and/or subsurface of HENSEL PARK by **COLLEGE STATION's** maintenance of the playground equipment will be repaired by **COLLEGE STATION**, at **COLLEGE STATION's** sole expense, with repair commencing within fifteen (15) calendar days of the damage.

ARTICLE 2
TERM

2.01 Fixed Term: This Agreement commences upon the date the Agreement is fully executed ("Commencement Date") and expires five (5) years from the Commencement Date, unless terminated sooner pursuant to this Agreement.



2.02 Early Termination: Either party can terminate this Agreement before the expiration of the Fixed Term, by sending the other party thirty (30) calendar days written notice of intent to terminate, sent pursuant to Section 5.01 of this Agreement.

2.03 Expiration, Cancellation or Termination: Upon the expiration, cancellation, or termination for cause, of this Agreement, TAMU may elect one of the courses of action listed in Section 4.02 as "TAMU Remedies".

ARTICLE 3 USE

3.01 Change in Use: TAMU reserves the right to change the use of HENSEL PARK at any time during this Agreement upon thirty (30) calendar days written notice to COLLEGE STATION. If such change in use results in TAMU's use of the Premises in a manner inconsistent with the existence and use of the playground equipment, this Agreement will terminate.

3.02 Security: COLLEGE STATION, its employees, agents and representatives agree to abide by and cooperate with TAMU in the enforcement and implementation of applicable park security regulations and measures.

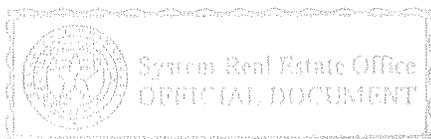
ARTICLE 4 TERMINATION OF AGREEMENT

4.01 Default by TAMU: In the event of default by TAMU of any material duty or obligation of this Agreement, COLLEGE STATION will give TAMU written notice to correct such default. If the default continues for thirty (30) calendar days after TAMU's receipt of such notice (or if such default cannot reasonably be cured within such thirty (30) day period, TAMU fails to commence the cure of such default within such thirty (30) day period, or thereafter fails to diligently pursue such efforts to completion), COLLEGE STATION may terminate this Agreement by thirty (30) calendar days written notice to TAMU.

4.02 Default by COLLEGE STATION: In the event of default by COLLEGE STATION of any material duty or obligation of this Agreement, TAMU will give COLLEGE STATION written notice to correct such default. If the default continues for thirty (30) calendar days after COLLEGE STATION's receipt of such notice (or if such default cannot reasonably be cured within such thirty (30) day period, COLLEGE STATION fails to commence the cure of such default within such thirty (30) day period, or thereafter fails to diligently pursue such efforts to completion), TAMU may terminate this Agreement by thirty (30) calendar days written notice to COLLEGE STATION.

TAMU Remedies: In the event this Agreement is terminated by TAMU due to default by COLLEGE STATION, TAMU, at its sole option, may elect one of the following:

- A. Require COLLEGE STATION to remove any improvements and/or playground equipment placed on HENSEL PARK by COLLEGE STATION, whether affixed or not, and restore HENSEL PARK to as near-as or same-as condition existing at the commencement of this Lease, OR



- B. Require **COLLEGE STATION** to grant, transfer, assign, and vest in **TAMU**, all title, right, interest, and possession in the playground equipment listed herein.

If **TAMU** elects to retain the playground equipment, **TAMU** will pay **COLLEGE STATION** for a percentage of the total cost of each improvement erected or constructed on the property at the rate and percentage specified in EXHIBIT "B". Such payment will be tendered by **TAMU** no later than thirty (30) calendar days after **TAMU** has notified **COLLEGE STATION** of **TAMU**'s intent to retain possession of the equipment.

Within thirty (30) calendar days after **TAMU** has tendered payment, **COLLEGE STATION** will deliver to **TAMU** a Bill of Sale for the equipment.

ARTICLE 5
MISCELLANEOUS

5.01 Notices: Notices required under this Agreement may be given by United States Postal Service regular surface mail, certified mail, registered mail, or overnight delivery, or hand delivery. Delivery is deemed made when a notice is deposited into a USPS mail receptacle, deposited with an overnight carrier, or hand delivered. **TAMU** and/or **COLLEGE STATION** can change the notice address by sending the other party a notice of the new address. Notices should be addressed as follows:

TAMU: Texas A&M University
Department of Student Activities
John J. Koldus Bldg., Ste. 125
1236 TAMU
College Station, Texas 77843-1236
Attn: Director
Telephone: (979) 845-1133
Fax: (979) 847-8854

with copy to: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77843-1182
Attn: Executive Director

COLLEGE STATION: City of College Station
Parks and Recreation
P.O. Box 9960
College Station, Texas 77842
Attn: Director

5.02 Assignment: **COLLEGE STATION** has no right to assign, sublet, or in any manner transfer, this Agreement without the prior written consent of **TAMU**. Any attempted assignment of transfer without such consent will be void. Consent by **TAMU** to one assignment or transfer will not operate to exhaust **TAMU**'s rights, nor will such consent void either Party's duties, obligations, and liability for performance of this Agreement.



5.03 INDEMNIFICATION: To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to damages and liability under the Texas Tort Claims Act or the Texas Recreational Use Statute, and without waiving its governmental immunity, each Party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

5.04 Waiver: No waiver by TAMU or COLLEGE STATION of any default or breach of any term, condition, or covenant of this Agreement will acts as a waiver of any future breach.

5.05 State Privileges and Immunities: COLLEGE STATION expressly understands and accepts that TAMU is a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and that nothing in this Agreement will act as a waiver or relinquishment by TAMU, THE TEXAS A&M UNIVERSITY SYSTEM, and/or the State of Texas, of any right, exemption, privileges and/or immunities that may be provided by law.

5.06 Municipality Privileges and Immunities: TAMU expressly understands and accepts that COLLEGE STATION is a Texas Home-Rule Municipal Corporation and a political subdivision of the State of Texas, and that nothing in this Agreement will act as a waiver or relinquishment by COLLEGE STATION, of any right, exemption, privileges and/or immunities that may be provided by law.

5.07 Consent to Suit: Neither COLLEGE STATION nor TAMU, by entering into this Agreement, gives its consent to suit.

5.08 Governing Law: This Agreement is governed by the laws of the State of Texas, and venue is expressly agreed upon in Brazos County, Texas.

5.09 Grammatical Interpretation: Whenever the singular is used it includes the plural, and the masculine gender includes the feminine and neuter gender.

5.10 Headings: Headings are for reference only and will not be construed to limit or alter the meaning of any provisions of this Agreement.

5.11 Entire Agreement: This Agreement constitutes the entire agreement between TAMU and COLLEGE STATION relating to the surface use of HENSEL PARK, and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement can only be amended by a subsequent, written document, mutually agreed upon by TAMU and COLLEGE STATION.

5.12 Parties Bound: This Agreement is binding upon and inures to the benefit of TAMU and COLLEGE STATION and their respective successors in interest or office and any approved assigns (however, this Section does not constitute permission for an assignment).

5.13 Savings Clause: Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement will not be affected, and all other provisions in this Agreement will remain valid and enforceable to the fullest extent permitted by law.



5.14 Force Majeure: Neither TAMU nor COLLEGE STATION is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of either TAMU or COLLEGE STATION, and which by due diligence is unpreventable.

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

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

ARTICLE 6
DISPUTE RESOLUTION

6.01 Dispute Resolution: Any dispute between TAMU and COLLEGE STATION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, "Alternative Dispute Resolution for Use by Governmental Bodies", and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

EXECUTED in duplicate originals, this 6th day of JANUARY, 2012, by TAMU, by its duly authorized officer.

"TAMU"
TEXAS A&M UNIVERSITY

BY: 
DEAN K. ENDLER
Executive Director, Contract Administration

APPROVED AS TO FORM:


GINA M. JOSEPH
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

o/legal/interlocal agmts/tamu/hensel park 1-03-2012



EXECUTED in duplicate originals, this _____ day of _____ 2012, by COLLEGE STATION, by its duly authorized officer.

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

By: _____
Name: _____
Title: Mayor

ATTEST:

Name: _____
Title: City Secretary

APPROVED:

Name: _____
Title: City Manager
Date: _____

Karyna Soldatova
Name: Karyna Soldatova
Title: City Attorney
Date: _____

Name: _____
Title: Chief Financial Officer
Date: _____



EXHIBIT A

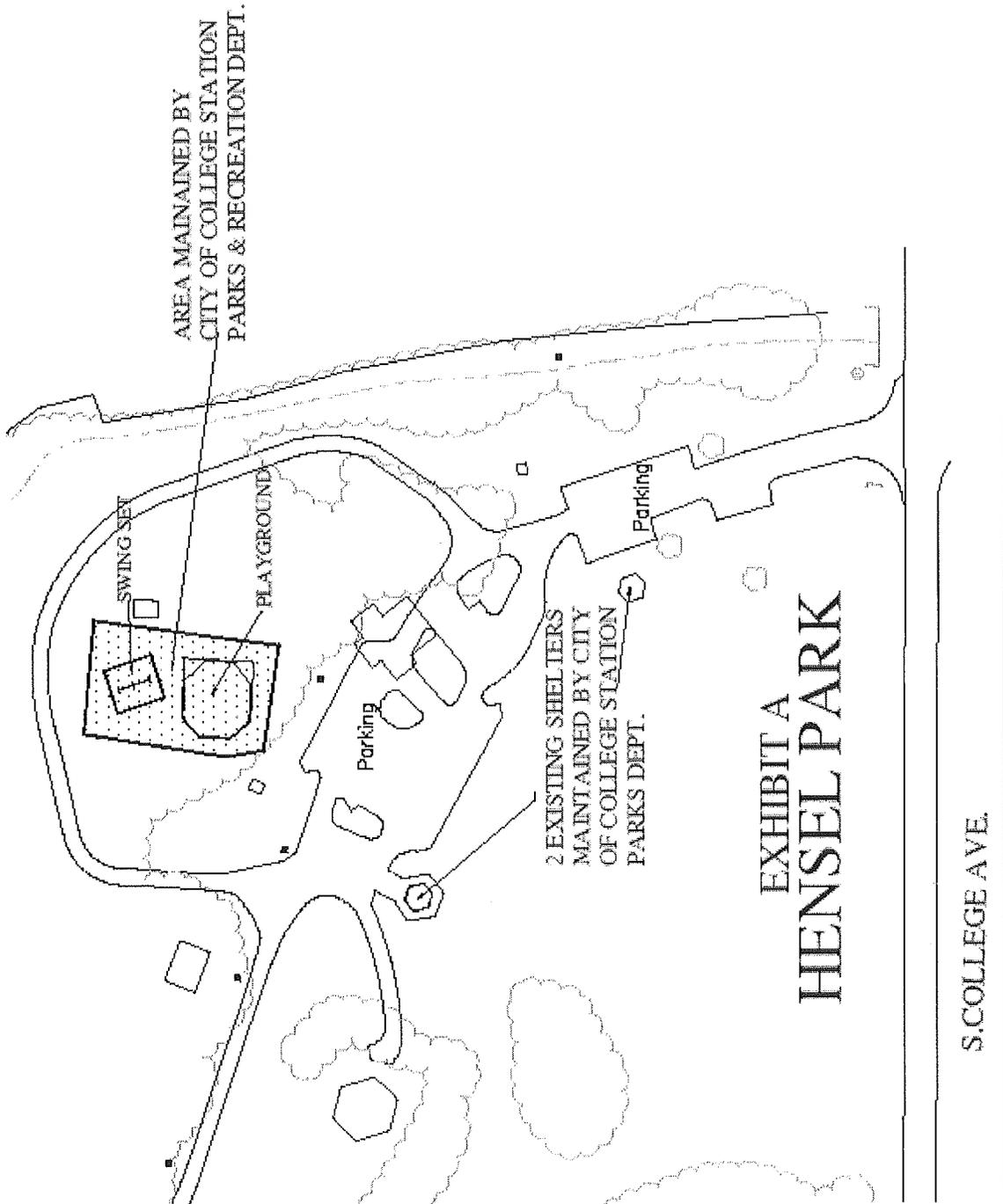


EXHIBIT B

Depreciated Payment Schedule Upon Termination

Termination Within	Percentage of Value
1 year	20%
2 years	10%
3 years	0%



February 9, 2012
Consent Agenda Item No. 2g
Correction Deed for 911 Montclair Avenue

To: David Neeley, City Manager

From: Carla Robinson, City Attorney

Agenda Caption: Presentation, possible action, and discussion on approving a correction deed conveying property located at 911 Monclair Avenue.

Recommendation(s): Staff recommends approval of a correction deed.

Summary: On August 23, 1987, the City of College Station conveyed property located at 911 Montclair Avenue to Pablo Martinez and wife, Alicia O. Martinez by Special Conditional Warranty Deed. This property was conveyed in accordance with the City of College Station's Community Development Rehabilitation Program. During a recent transaction involving this property, it was discovered by a title company that the original conveyance document contained an error in the legal description of the property. In order to correct this error, a Correction Special Conditional Warranty Deed must be signed and recorded in the official records of Brazos County.

Attachments: Correction Special Conditional Warranty Deed

**CORRECTION
SPECIAL CONDITIONAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY
REMOVE OR STRIKE ANY OR ALL OF THE
FOLLOWING INFORMATION FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR
YOUR DRIVER'S LICENSE NUMBER.**

**THIS CORRECTION WARRANTY DEED IS BEING FILED IN CORRECTION AND
NOT IN LIEU OF THAT CERTAIN SPECIAL CONDITIONAL WARRANTY DEED
FROM GRANTOR TO GRANTEE HEREIN, DATED AUGUST 23, 1987, FILED FOR
RECORD IN THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AT
VOLUME 998, PAGE 748, IN WHICH THE PROPERTY DESCRIPTION WAS
INCORRECT AND WAS INTENDED BY GRANTOR AND GRANTEE TO BE AS SET
FORTH HEREIN.**

DATE: _____

GRANTOR: CITY OF COLLEGE STATION

GRANTOR'S MAILING ADDRESS:

P.O. Box 9960
College Station, Texas 77842

GRANTEE: PABLO MARTINEZ, and wife, ALICIA O. MARTINEZ

GRANTEE'S MAILING ADDRESS:

911 Montclair Avenue
College Station, Texas 77840

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Being all of that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, College Station, Brazos County, Texas, and being a part of that 1.858 acre tract of land conveyed to Michael G. Holt by Boyd G. Hall by deed recorded in Volume 598, Page 248 of the Deed Records of

Brazos County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

RESERVATIONS FROM AND EXCEPTIONS

TO CONVEYANCE AND WARRANTY: Any and all easements, liens and encumbrances lawfully existing at the time of conveyance.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, thru and under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS," AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED, AND (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION

BY: _____
Nancy Berry, Mayor

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____, 2012,
by Nancy Berry, as Mayor of The City of College Station, Texas.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

February 9, 2012
Consent Agenda Item No. 2h
Electric Switch Station Substation Equipment Bid 12-011
PO# 12-0343 Rejection by Vendor

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the ratification of cancellation of item Group B, PO#12-0343 in the amount of \$33,570.00 to FAPCo LLC and subsequent ratification of award of bid item Group B to JH Davidson and Associates in the amount of \$34,626.00 for the purchase of current transformers for the Switch Station Entergy tie project.

Recommendation(s): Staff recommends ratification of Item Group B to the next lowest qualified bidder meeting specifications, JH Davidson and Associates in the amount of \$34,626.00.

Summary: On December 8, 2011 Council approved awarding Bid #12-011 for CSU Electric Switch Station distribution upgrades and the Entergy emergency tie. Purchase orders were sent to all of the successful vendors who were awarded the bid. FAPCo LLC contacted the City stating that they were unable to accept the City's contractual Terms and Conditions as they required the City to sign the Terms and Conditions of the manufacturer, which the City cannot agree to. Thusly, PO#12-0343 for current transformers was rejected.

Permission was granted by the City Manager's office to cancel the purchase order and issue one to the next lowest qualified bidder in order to prevent costly delay and meet ERCOT (Electric Reliability Council of Texas) and PUCT (Public Utility Commission of Texas) construction deadlines for this project. The next lowest qualified bidder, JH Davidson and Associates, was issued a purchase order so the items could be placed on order. Delivery is expected in mid July, and the purchase order will be paid upon delivery of the material.

Budget & Financial Summary: Nine (9) sealed, competitive bids were received and opened on October 24, 2011. Funds are budgeted for electric capital system improvements in College Station Utilities Capital Improvement Funds, Electric Division.

Attachments:

1. Bid Tab

Item	Qty	Unit	Description	Cleaveland Price Inc. Trafford, PA		FAPCO New Braunfels, TX		JH Davidson Tulsa, OK		KBS Electric College Station, TX		National Electrical Systems Boonville, NY		Pennsylvania Breaker Canonsburg, PA		Royal Switchgear Bessemer, AL		Tatman Assoc., Inc. Cleveland, OH		Wesco San Antonio, TX	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	6	Ea	Potential Transformer (PT)			\$10,170.00	\$61,020.00	\$9,447.00	\$56,682.00			\$10,060.00	\$60,360.00					\$12,020.00	\$72,120.00		
B-1	3	Ea	Current Transformer (CT)			\$11,190.00	\$33,570.00	\$11,542.00	\$34,626.00									\$14,310.00	\$42,930.00		
C-1	2	Ea	Gas Circuit Breaker, SF6			\$53,995.00	\$107,990.00			\$55,320.00	\$110,640.00	\$54,540.00	\$109,080.00	\$46,740.00	\$93,480.00						
	2	Ea	Assembly, testing, filling			\$1,250.00	\$2,500.00			\$15,000.00	\$30,000.00	\$4,428.00	\$8,856.00	Included in price							
	2	Ea	Factory Service Engr.			\$1,000.00	\$2,000.00			\$2,000.00	\$4,000.00	\$2,765.00	\$5,530.00	\$850.00	\$1,700.00						
	Total:						\$112,490.00				\$144,640.00		\$123,466.00		\$95,180.00						
D-1	2	Ea	1200 Amp Distribution CB																	\$21,891.00	\$43,782.00
D-2	2	Ea	3000 Amp Distribution CB																	\$29,123.00	\$58,246.00
Total:																					\$102,028.00
E-1	1	Ea	Circuit Switcher, Break style							\$95,180.00	\$95,180.00										
	1	Ea	Assembly, testing, filling							\$42,825.00	\$42,825.00										
	1	Ea	Factory Service Engr.							\$6,295.00	\$6,295.00										
	Total:										\$144,300.00										
F-1	3	Ea	14' Vertical Air Break Switch	\$13,995.00	\$41,985.00			\$25,073.98	\$75,221.94	\$20,860.00	\$62,580.00	\$21,995.00	\$65,985.00			\$12,975.00	\$38,925.00	\$23,300.00	\$69,900.00		
F-2	2	Ea	20' Vertical Air Break Switch	\$13,995.00	\$27,990.00			\$25,073.98	\$50,147.96	\$20,860.00	\$41,720.00	\$21,985.00	\$43,970.00			\$12,975.00	\$25,950.00	\$23,300.00	\$46,600.00		
Total:				\$69,975.00				\$125,369.90			\$104,300.00		\$109,955.00				\$64,875.00		\$116,500.00		
G-1	2	Ea	Energy Meter									\$4,144.00	\$8,288.00								
Group "A" Materials Subtotal																					
Manufacturer						Trench		ABB / Kuhlman				ABB/Kuhlman						ABB			
Catalog No.						UT5H-650-138		L741200T0-803 (UTE-145-OH)				UTE-145-OH						UTE-145-OH			
Delivery Time						30 weeks		21 weeks				16 weeks						26 weeks			
Group "B" Materials Subtotal																					
Manufacturer						Trench		ABB / Kuhlman										ABB			
Catalog No.						IOSK 145		L952000DAAANZ										#L952000DAAANZ			
Delivery Time						30 weeks		25 weeks										30 weeks			
Group "C" Materials Subtotal																					
Manufacturer						Siemens Energy, Inc.				Hico America		HVB AE Power		Pennsylvania Breaker							
Catalog No.						SPS2-145-40-3000				HCSP144B		HS145-40-3000		PB145-40							
Delivery Time						22 weeks				22 weeks		24 weeks		16 weeks							
Group "D" Materials Subtotal																					
Manufacturer - 1																				ABB	
Catalog No. - 1																				MB11130CCMH5KMZ402	
Delivery Time - 1																				12 weeks	
Manufacturer - 2																				ABB	
Catalog No. - 2																				MB11440PPMH5KMZ401	
Delivery Time - 2																				12 weeks	
Group "E" Materials Subtotal																					
Manufacturer										S & C											
Catalog No.										38846R5-BHP-KMVQW											
Delivery Time										16 weeks											
Group "F" Materials Subtotal																					
Manufacturer - 1				Cleaveland Price				Southern Electrical Equip.		Southern States		Southern States				Royal Switchgear		Southern States			
Catalog No. - 1				CO6B036G10				VIPC-H13820S		CVB-5BC-145-2000		CVB-5BC-145-2000				AVT13820		CVB-5BC-145-2000			
Delivery Time - 1				18 weeks				25 weeks		18 weeks		18 weeks				18 weeks		22 weeks			
Manufacturer - 2				Cleaveland Price				Southern Electrical Equip.		Southern States		Southern States				Royal Switchgear		Southern States			
Catalog No. - 2				CO6B036G10				VIPC-H13820S		CVB-5BC-145-2000		CVB-5BC-145-2000				AVT13820		CVB-5BC-145-2000			
Delivery Time - 2				18 weeks				25 weeks		18 weeks		18 weeks				18 weeks		22 weeks			
Group "G" Materials Subtotal																					
Manufacturer												Transdata									
Catalog No.												EMS60E09H14SQST									
Delivery Time												4 weeks									

NOTE: ABB US bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 Alstom Grid bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 HVB AE Power System bid non-responsive on group "C"; Did not include the cost of service engineer.
 Mitsubishi Electric Power bid non-responsive on group "C"; Did not include cost of assembly/testing/filling or cost of service engineer.
 Royal Switchgear bid on group "F" non-responsive; Bid aluminum, not copper as stipulated.
 KBS Electric group "E" bid; Added \$1410.00 to correct bid catalog number to reflect shunt trip contactor.

BID TOTAL: \$510,023.00

February 9, 2012
Consent Agenda Item No. 2i
Authorization to Disburse Incentive Funding for
Texas Institute for Preclinical Studies (TIPS)

To: David Neeley, City Manager

From: Randall Heye, Economic Development Analyst

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

Recommendation(s): In fulfillment of the City's obligation, staff recommends approval of the third of five annual payments of \$250,000 to Texas A&M University for performance in 2010-2011.

Summary: On December 14, 2006 the City Council unanimously approved a resolution in support of a five year, \$1.25 million incentive for the development of TIPS by Texas A&M University as part of a larger Economic Development Agreement with the Research Valley Partnership (RVP).

In return for the City's investment, TIPS has made an investment of more than \$40,000,000 in real and personal property and constructed an 112,000 square foot facility on Raymond Stotzer Parkway. Approximately 12,000 gross square feet of that facility serves as life science business accelerator offices. Additionally, TIPS has committed to create new jobs each year for the term of the agreement. In Fiscal Year 2011, TIPS hired 8 new employees and maintained 29 total employees, not including student workers.

Further details regarding TIPS' performance in Fiscal Year 2011 are included in the Annual Certification – Supporting Documentation form, which is attached. The RVP has confirmed that TIPS is in full compliance with the provisions set forth in the Resolution adopted by City Council.

Both the City of Bryan and Brazos County are also providing incentives and have already made their third annual payment.

Budget & Financial Summary: The cost of the City's portion of the total incentive package provided to TIPS is \$1.25 million over the life (five years) of the agreement.

The City's 2011 payment of \$250,000 is budgeted and will be expended from the City's Economic Development Fund.

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

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

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

* Economic Development Advisory Board has not been created as of 1/1/2012, but should be created in the coming year.

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

Signed this 26 day of January, 2012.

TEXAS A&M UNIVERSITY
BY: 
Title: Carol J. Cantrell
Senior Associate Vice President

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

Annual Certification - Supporting Documentation

Theresa Fossum, DVM, PhD – TIPS Director

November 9, 2011

Expenditure Report

The prior year contribution by RVP was utilized by the Texas A&M Institute for Preclinical Studies (TIPS) in support of TIPS operational personnel salaries (98%) and TIPS equipment and operational and maintenance expenses (2%). For the prior twelve (12) month period, TIPS has not received funding in grants, gifts, appropriations or otherwise, in excess of \$10,000,000 for use in paying start-up expenses (excluding project specific equipment, imaging equipment, and equipment leases) for the operation of TIPS.

Project Building

The TIPS facility includes a large laboratory hospital including four surgical suites, vivarium, pasture and two barns for long-term holding of ruminant hoof stock, administrative space for TIPS and the Office of Technology Commercialization (OTC), incubator space for start-up companies, and an *in vivo* research imaging core suitable for large laboratory animal species. The incubator space, known as the Texas A&M Bioscience Business Accelerator (BBA), consists of office and wet lab space, as well as shared space combining for approximately 12,000 square feet. The following start-up companies have been tenants of BBA over the past year: DEP Shape Memory Therapeutics, CorInnova, QHeart, Noesys Data, Kalon Biotherapeutics and the Research Valley Partnership's Research Valley Innovation Center.

Jobs

During Fiscal Year 2011, TIPS had 29 employees (excluding student workers) of which 8 were new personnel within TIPS.

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

Advisory Board Membership

The Institute for Innovative Therapeutics, the TAMUS-level entity that encompasses TIPS, TIGM and NCTM, has been approached about establishing an advisory board that will include RVP representation to

not only provide guidance to TIPS, but also the broader enterprises in the IIT. It is anticipated that this board will be an excellent interface for the basic and applied science programs as well as the commercial activities of the IIT components. TIPS relocated under the umbrella of the College of Veterinary Medicine and Biomedical Sciences on September 1, 2011 and a working group is in the process of identifying the appropriate structure for the advisory board. It is anticipated the board will be in place not later than February 2012. In the interim TIPS has received guidance from the Vice President for Research Office, Office of Technology and Commercialization, and informally for marketing aspects from the Research Valley Partnership.

Cooperation

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

Contracts

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

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

- Cyberonics – 2 Device Studies
- Department of Defense (DARPA) – SBL
- DARPA – Fracture Putty
- DARPA – Deep Vascular Occlusion Device (with Siemens)
- TAMU – CVM – Griffin Study on DTI
- TAMU – CVM – Fries Imaging Study with Dachshunds
- TAMU – CMP – Browning Imaging Study in Fish
- TAMU – Birch Fetal Alcohol Syndrome
- TAMU – Cote Microsensor
- TIPS – University of Pittsburgh – Failed Fontan
- HAART
- TAMU – Maitland Shape Memory Polymers
- Repair Technologies
- Nanomedical – 2 Device Studies
- Texas Biochemicals

- Scott & White – Renal Stenosis
- Scott & White – Carotid Aneurysm
- Salient Pharmaceuticals
- Elanco
- 4-Web Spine
- Abiomed – physician training
- Gradalis – 2 Drug Studies
- MicroMed CV, Inc. – 2 Device Studies
- Calon Cardio
- Nanospectra

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

ARA – Low Level Overpressure

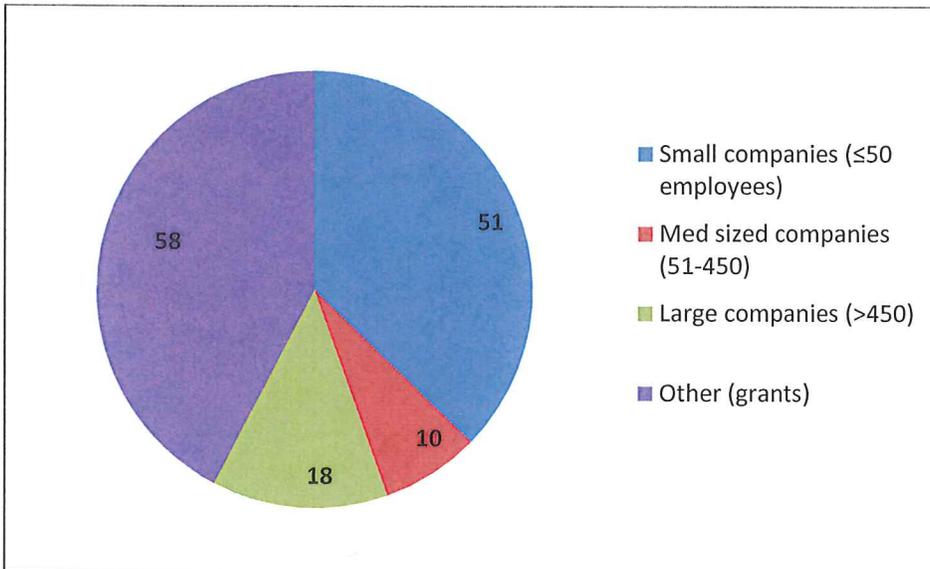
- Elanco
- UTHSCA – Miller
- TAMHSC Temple
- Radikal Therapeutics Ltd.
- Micrus Endovascular Corp.
- TIPS – NIH GI VAD Study Tuzun
- TIPS – Airforce Grant Tuzun
- Fossum – Prokop NIH Stem Cell
- TIPS – CPRIT
- Gradalis – Clean Technology
- Cyberonics – New Device Project
- Ingeneron
- Biosense Webster

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

Since January of 2009, TIPS has had approximately 137 inquiries about preclinical research projects. The distribution of industry and grant project inquiries is reflected in Chart 1. below. Project interest from small companies (≤ 50 employees) represent 51% while grant projects (both collaborative and TIPS generated) represent 58%. The small business group is from small businesses/biotech companies in the state of Texas or companies wishing to relocate to Texas because of the favorable biotech industry “climate” and availability of critical infrastructure for preclinical studies. The large companies are interested in TIPS because of expertise in medical device work with large animal models. The third group

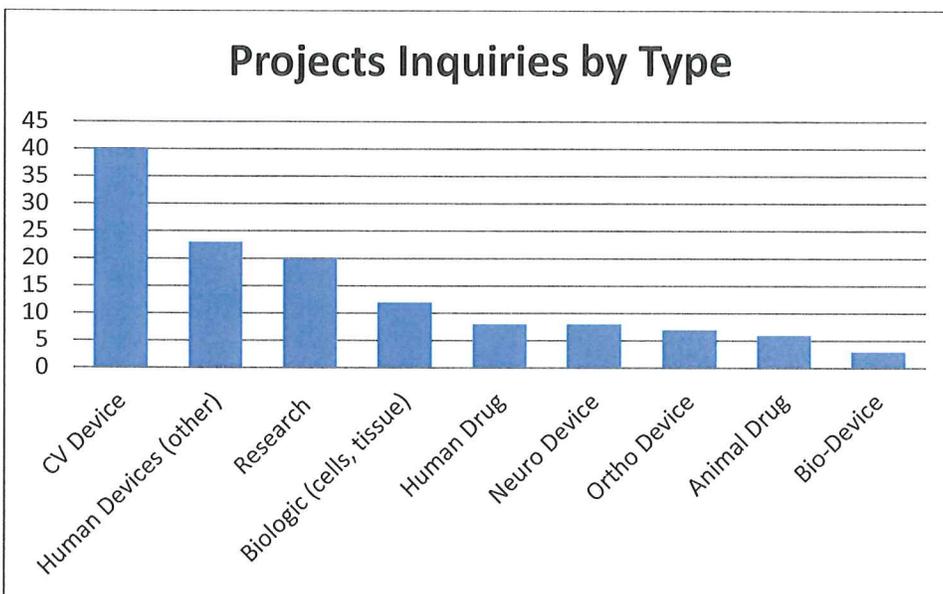
with interest has been Texas A&M researchers, investigators from other institutions, TIPS researchers seeking grants, and industry/university collaborators seeking grants.

Chart 1. Inquiries for Preclinical Projects by Size of Organization



The types of projects discussed are reflected in Chart 2. below. Medical devices especially cardiovascular devices remain the primary area of inquiry from companies and universities alike, representing 32%. The focus of project inquiries on device studies is 72%. This statistic alone further emphasizes the need for facilities to provide large animal preclinical and GLP capabilities.

Chart 2. Projects Inquiries by Type



February 9, 2012
Regular Agenda Item No. 1
Rezoning for 13500 Rock Prairie Road

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, more specifically a Rezoning from A-O Agricultural Open to R-1B Single-Family Residential for 65 acres located at 13500 Rock Prairie Road, generally located west of Lick Creek Park.

Relationship to Strategic Goals: 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 January 19, 2012 meeting and voted 6-0 to recommend approval of the rezoning request with the following conditions: that a minimum lot size of 15,000 square feet be set; that a 50-foot conservation easement be placed along the east side of the property adjacent to Lick Creek Park that prohibits the placement of structures, fences and disturbance of existing vegetation; that a 100-foot conservation easement be placed along Rock Prairie Road prohibiting the placement of structures, fences and disturbance of existing vegetation; and that a 100-foot in radius conservation easement be placed around the oil well site.

Summary: The subject property is currently owned by the City of College Station and the rezoning is being brought forward to increase the marketability of the property for selling purposes.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The proposed R-1B Single-Family Residential zoning request is in general compliance with the Future Land Use and Character Map designation of the Comprehensive Plan. The Comprehensive Plan calls for a Restricted Suburban land use, which is generally for areas that should have a moderate level of development activity consisting of medium-density single-family residential lots averaging 8,000 square feet. While, the proposed R-1B zoning designation is consistent with the Comprehensive Plan, staff is recommending a minimum lot size of 12,000 square feet in order to fit in with the general existing character of the area. Lots within the Williams Creek Subdivision to the north are all one acre or greater, while lots within the Pebble Creek Subdivision to the southwest average roughly 15,000 square feet.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Properties to the north that are across Rock Prairie Road, are part of the Williams Creek Subdivision and are zoned A-OR Rural Residential Subdivision with all lots being 1-acre or greater.

Property to the west is currently undeveloped and zoned A-O Agricultural Open. However, the Future Land Use and Character Map of the Comprehensive Plan designates a

Restricted Suburban land use, which would consist of residential lots of a similar size to the proposed rezoning. Additionally, the Pebble Creek Subdivision, which is located to the southwest, has lots that are comparable to the lot size proposed with the rezoning.

Property to the east is Lick Creek Park, one of only two regional parks within College Station park system. In an effort to limit the impact of homes adjacent to a regional nature park, staff is recommending that a 50-foot conservation easement be placed along the eastern border of the property along the common property line with the park. This easement would prohibit the placement of structures, fences and the disturbance of existing vegetation within 50-feet of Lick Creek Park.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed rezoning includes medium density single-family residential uses, with staff recommending a minimum lot size of 12,000 square feet. Given the existing single family residential development in the area (Williams Creek Subdivision and Pebble Creek Subdivision), and the future land uses designated in the Comprehensive Plan for the immediate vicinity, the proposed rezoning would be suitable based on the current and proposed character of the area.

The subject tract has an existing oil well near the center of the property. Currently, the well is not actively extracting oil. Given the proposed minimum lot size that staff is recommending as a condition, and similar situations existing across the city, staff feels that the property is suitable for residential development. Additionally, at the time of the subdividing of the tract, the layout of the lots and streets can be configured in a manner to limit impact of the oil well.

- 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 A-O Agricultural Open. Permitted uses in the A-O zoning district include low density residential, agricultural, or open space uses and are generally compatible with residential development. The uses permitted in the A-O district are generally less intense, generate less traffic, and have lower utility demands than the proposed medium density single-family residential 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 is currently zoned A-O Agricultural Open, which limits the potential development to agricultural, low-intensity residential, or open space uses. The proposed rezoning request is an effort to increase the marketability and development potential of the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to a 4-inch public water main, which runs along Rock Prairie Road. The tract is not currently located adjacent to or served by a public sanitary sewer system. The subject tract is located in the Lick Creek Drainage Basin and is not encroached by a FEMA designated Special Flood Hazard Area. Development of the subject tract would be required to meet the City's Storm Water Design Guidelines. The subject tract is located adjacent to and will take access from Rock Prairie Road, which is classified as a 4-Lane Minor Arterial on the City's Thoroughfare plan.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – January 19, 2012
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 19, 2012
Advertised Council Hearing Dates: February 9, 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:

Williams Creek HOA

Property owner notices mailed: 9
Contacts in support: None at time of staff report
Contacts in opposition: 2
Inquiry contacts: 7

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	4-Lane Minor Arterial Estate	A-OR Rural Residential Subdivision	Single Family Residences (Williams Creek Subdivision)
South	Natural Areas-Protected	A-O Agricultural Open	Lick Creek Park
East	Natural Areas-Protected	A-O Agricultural Open	Lick Creek Park
West	Restricted Suburban	A-O Agricultural Open	Vacant

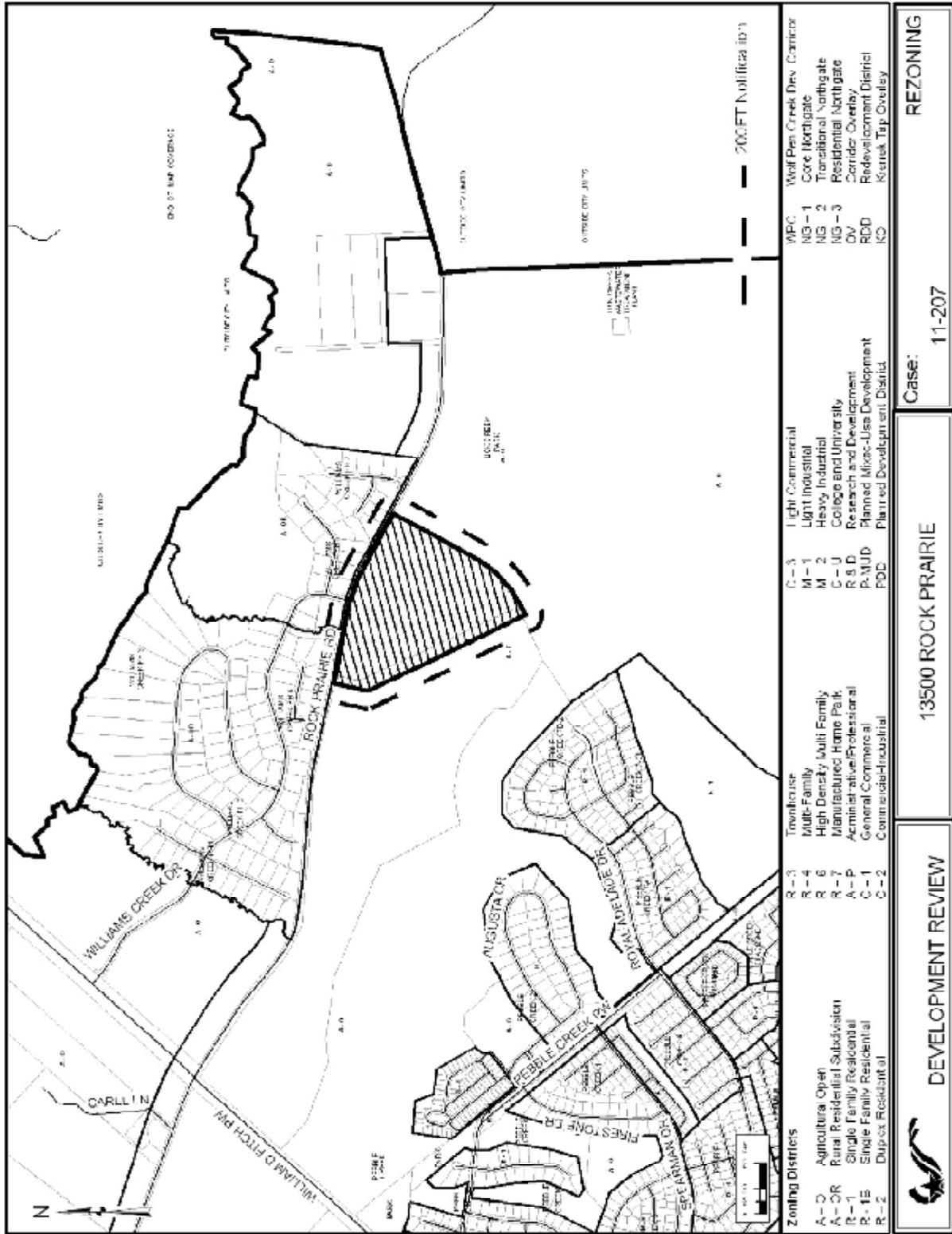
DEVELOPMENT HISTORY

Annexation: 1983 & 1994
Zoning: A-O Agricultural Open upon annexation
Final Plat: Unplatted
Site development: Largely vacant, with an existing oil well near the middle of the tract.



REZONING	Case: 11-207	DEVELOPMENT REVIEW
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13500 ROCK PRAIRIE





MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
January 19, 2012, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Chairman Mike Ashfield, Craig Hall, Bo Miles, Jodi Warner, Jim Ross, and Jerome Rektorik

COMMISSIONERS ABSENT: James Benham

CITY COUNCIL MEMBERS PRESENT: Julie Schultz

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Alan Gibbs, Molly Hitchcock, Jason Schubert, Matt Robinson, Morgan Hester, Teresa Rogers, Joe Guerra, Josh Norton, Adam Falco, Brittany Caldwell, and Carrie McHugh

1. **Call meeting to order**

Chairman Ashfield called the meeting to order at 7:01 p.m.

2. **Pledge of Allegiance**

3. **Hear Citizens**

No one spoke.

4. **Consent Agenda**

Regular Agenda

5. Public hearing, presentation, possible action, and discussion on a Rezoning from A-O Agricultural Open to R-1B Single-Family Residential for 65 acres located at 13500 Rock Prairie Road, generally located west of Lick Creek Park. **Case #11-00500207 (MR)**
(Note: Final action on this item is scheduled for the February 9, 2012 City Council Meeting - subject to change)

Senior Planner Robinson presented the rezoning and recommended approval with the condition that a 50-foot conservation easement be provided along the eastern border of the property adjacent to Lick Creek Park and that a minimum lot size for the subdivision be no less than 12,000 square feet.

There was general discussion amongst the Commission regarding the oil well pad site that is on the property.

Chairman Ashfield opened the public hearing.

Robert Hutchison, 4740 Johnson Creek Loop, College Station, Texas; John and Kathy Koza, 4817 Williams Creek, College Station, Texas; Wayne Lutz, 4903 Williams Ridge, College Station, Texas; Benjamin Wall, 4908 Williams Ridge, College Station, Texas. The residents spoke in opposition and suggested acquiring the land for additional park area or leaving it as natural area.

Chairman Ashfield closed the public hearing.

Commissioner Miles suggested putting a 100-foot conservation easement along the side of the property that backs up to Rock Prairie Road.

Transportation Planning Coordinator Guerra stated that the Thoroughfare Plan has this area of Rock Prairie Road designated as a four-lane minor arterial, which requires a 115-foot right-of-way width. He said that it is currently built as a two-lane rural collector and would require a minimum dedication of 7.5 feet on each side.

Chairman Ashfield reopened the public hearing to get the residents opinion on putting a 100-foot conservation easement along Rock Prairie Road.

Robert Hutchison and Kathy Koza stated that they would rather the land be acquired as additional park or zoned A-OR, but the 100-foot conservation easement would be a second alternative.

Chairman Ashfield closed the public hearing.

There was general discussion amongst the Commission and Staff regarding the rezoning.

Commissioner Miles motioned to recommend approval of the rezoning with the condition that a 50-foot conservation easement be provided along the eastern border of the property adjacent to Lick Creek Park, provide a 100-foot conservation easement along the north side along Rock Prairie Road, provide a 100-foot radius conservation easement around the oil well site with the condition that if the oil well site is abandoned by the Railroad Commission the conservation easement could be abandoned and restored, remove the telecommunications tower from the list of uses, and the minimum lot size be 15,000 square feet. Commissioner Warner seconded the motion, motion passed (5-1). Commissioner Hall was in opposition.

6. Adjourn.

The meeting was adjourned at 8:45 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" through "C" attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this ____ day of February, 2012

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

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

The following property is rezoned from A-O Agricultural Open to R-1B Single-Family Residential:

65 Acres
S.W. Robertson Survey, Abstract No. 202
College Station, Brazos County, Texas

All that certain tract or parcel of land lying and being situated in the S.W. Robertson Survey, Abstract No. 202, in Brazos County, Texas, being a part of that 749.98 acre tract conveyed to the College Station Economic Development Foundation by deed recorded in Volume 894, Page 657 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Beginning in the southwest line of Rock Prairie Road at the most easterly corner of the said College Station Economic Development Foundation 749.98 acre tract.

Thence along the southwest line of Rock Prairie Road as follows:

N 61° 25' 23" W - 315.08 feet;
N 61° 22' 34" W - 608.12 feet;
N 72° 17' 37" W - 314.72 feet;
N 79° 43' 24" W - 867.82 feet;
N 77° 21' 49" W - 127.00 feet to the northeast corner of that 677.49 acre tract conveyed to W.D. Fitch by deed recorded in Volume 1029, Page 8 of the Official Records of Brazos County, Texas;

Thence S 12° 38' 11" W - 423.56 feet along the southeast line of the said W.D. Fitch 677.49 acre tract to an angle point;

Thence S 26° 06' 31" E - 2136.85 feet along the northeast line of the said W.D. Fitch 677.49 acre tract to the most easterly corner of same in the southeast line of the said College Station Economic Development Foundation 749.98 acre tract;

Thence along the southeast line of the said City of College Station Economic Development Foundation tract as follows:

N 64° 34' 37" E - 121.00 feet to the beginning of a curve to the left (R=1294.43');

Along the arc of said curve through a central angle of 36° 00' 00" to the end of said curve;

N 28° 34' 37" E - 1150.00 feet to the Point of Beginning and containing 65.00 acres of land more or less.

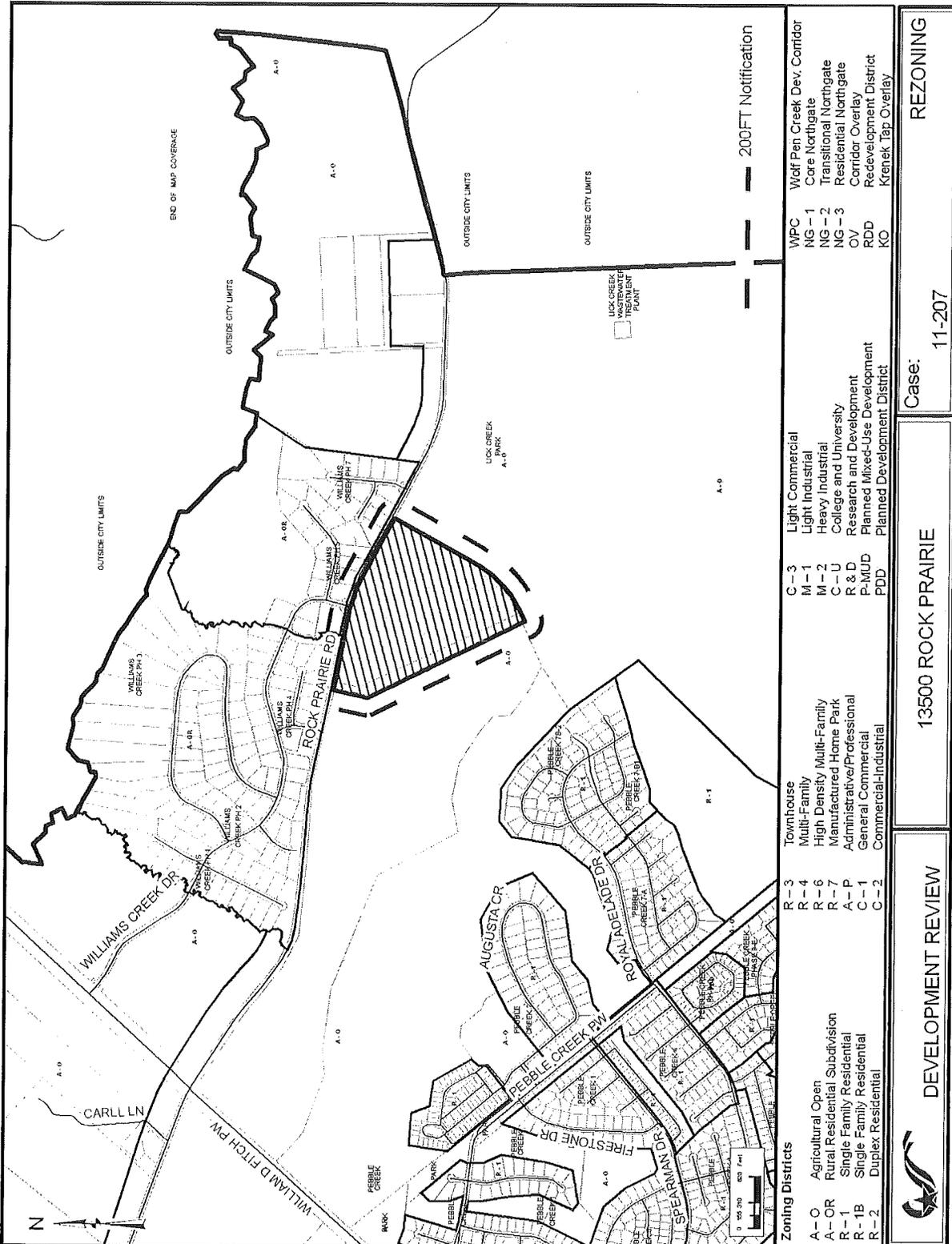
EXHIBIT "B"

NOTE: The R-1B Single-Family Residential Zoning District Regulations shall be applicable except as modified below:

Conditions:

- 1) Minimum lot size shall be 15,000 square feet.
- 2) 50-foot buffer easement be placed along the eastern border of property adjacent to Lick Creek Park. This buffer easement will prohibit the placement of structures, fences and the disturbance of vegetation within the easement.
- 3) 100-foot buffer easement along Rock Prairie Road that will prohibit the placement of structures, fences and the disturbance of vegetation within the easement.
- 4) 100-foot buffer easement that surrounds the oil well site that prohibits the placement of structures, fences and the disturbance of vegetation within the easement. This easement will be in place until such time that the oil well and its accessory items and uses are no longer active and dismantled as determined by the City of College Station.

EXHIBIT "C"



200FT Notification

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

Case: 11-207

13500 ROCK PRAIRIE

DEVELOPMENT REVIEW



REZONING

February 9, 2012
Regular Agenda Item No. 2
Rental Rehabilitation Program Guidelines

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of the Rental Rehabilitation Guidelines

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

Recommendation(s): Staff recommends approval.

Summary: Since the mid 1970's the City of College Station has partnered with the U.S. Department of Housing and Urban Development (HUD) to address quality of life, neighborhood stability and safe and decent housing for low and moderate-income residents living in the City. In total the City has received more than \$43 Million which has been used for a diverse array of activities. Families have been assisted in the following ways through the City's affordable housing programs: 133 families through homebuyer assistance, 651 families through security deposit assistance, 202 families through rehabilitation assistance, 120 families through new construction/reconstruction assistance, and 5 families through minor repair assistance. In addition thousands of households have been assisted through funding of direct services to low-income families through non-profit partners. In excess of \$8.5 Million has also provided various park, street, façade, infrastructure and public facility improvements in low-income areas of the city.

The use of these funds is guided by the City-developed 5-year Consolidated Plan and the annual Action Plan, both of which are developed with extensive community involvement and approved by HUD. Further, most of the programs administered by the City involve a series of Council adopted guidelines that further clarify how each program will operate.

On October 13, 2011 staff recommended to Council that a renter-occupied rehabilitation program be established. The following factors led to this recommendation:

- In 2010 Community Development Unit staff partnered with the City's Information Technology Department and Utility Billing Division to collect information about the physical conditions of all buildings in College Station. This survey revealed that the multifamily units renters primarily live in consist of the oldest segment of our City's housing stock - those in most need of repair.
- The target population for these federal grant funds (residents whose income is at or below 80% or area median income – generally under \$35,000 a year) consists almost entirely of renters.
- There are little market incentives for rental owners to upgrade their aging product while maintaining their affordability.

Staff received direction from Council to engage stakeholders and develop guidelines for their review. After benchmarking and meeting with stakeholders the attached guidelines have been created for Council review and approval.

As proposed, the program would consist of a mixed repayable/forgivable loan to owners for the purpose of upgrading their aging rental properties to be more energy efficient and more closely meet current building codes and standards. Participants will be required to maintain these assisted units and keep them affordable for a specified length of time. This program would help provide more decent, safe, affordable, and energy efficient housing options to low and moderate income families and at the same time enhance the City's tax base.

Budget & Financial Summary: Federal HOME Investment Partnership funds would be allocated to this activity if approved by Council. It is anticipated that for FY13 approximately \$50,000.00 will be available for this program.

Attachments:

Attachment 1: Program Guidelines

CITY OF COLLEGE STATION
RENTAL REHABILITATION LOAN PROGRAM
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

I. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Rental Rehabilitation Loan Program (RRLP) funded through the U. S. Department of Housing and Urban Development (HUD) with HOME Investment Partnership Program (HOME) and/or Community Development Block Grant (CDBG) funds. The City may also utilize local, state, or federal resources that may become available.

The RRLP is designed to combine various financial resources necessary to encourage property owners (Owner) to rehabilitate existing rental property in order to increase the supply of decent, affordable housing for lower income families and to preserve existing rental housing stock. The City will provide loans of up to 90% of the amount necessary for improvements that meet the parameters identified in these guidelines. The basic goals of this Program are:

- To preserve, enhance, and increase the supply of affordable, decent, safe, and sanitary housing available to qualified low- and moderate-income and special needs renter households.
- Maintain the affordability for low- and moderate-income households by reducing energy consumption and costs.

This program is designed to provide technical and financial assistance to owners of qualified rental units who are seeking to rehabilitate structures into decent, safe, sanitary and affordable dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

Assisted units are required to provide affordable rents for the set affordability period. The Planning & Development Services – Community Development Unit (CD) will administer this program for the City of College Station.

II. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Planning & Development Services – Community Development Unit will serve as the designated office for approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Executive Director of Planning and Development Services (Director) will be responsible for authorizing the amount of loan assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the application, cost to be incurred by providing assistance, and community benefit of project(s) proposed.

The Director will also be responsible for approval of applicant eligibility for this program and final approval of projects to be assisted. This will be based upon the feasibility of proposed project.

III. PROGRAM IMPLEMENTATION

Steps in implementing the Program will be as follows:

CD will create and maintain applications for the RRLP. Applications may be submitted in response to a Request for Proposal or at any time during the program year. Proposals will be reviewed and funded based on the availability of funds and dependent upon the eligibility, feasibility, and benefit to the community.

CD staff will evaluate all applications for eligibility and prioritize the processing of applications based on parameters defined in Sections VII. Applications will be processed as expeditiously as possible. Owners will be notified of their application's status. The Owner will be required to sign a program agreement with the City committing to the rehabilitation, loan terms, affordability requirements, and other federal requirements.

Owner and CD staff will work together to develop a scope of work based on the information submitted in the application. The scope of work will be developed in a way to minimize the permanent displacement of tenants who occupy the structure prior to rehabilitation. CD staff will ensure that the scope of work includes all requirements to meet specific codes and federal regulations. Owner will be required to accompany CD staff to appear before City Council as needed to request approval.

CD staff will monitor all federal program requirements, obtain all required close-out documents at project completion, and service the loan upon closing for the duration of the loan.

Owner will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. CD staff will monitor the project for the affordability period to determine compliance with low income rental requirements. Due to the type and source of funding, Owners receiving a loan through this program can expect rigorous enforcement of the terms and conditions of their loan.

IV ELIGIBILITY REQUIREMENTS

A. The Owner must:

1. Be the owner of the property proposed for rehabilitation. Any legally acceptable form of ownership (e.g. partnership, corporation, individual) is eligible, provided that the applicant has control of the property and the authority to enter into legally binding financial commitments.
2. Exhibit the ability to pay all monthly expenses on the property, repay the loan(s) associated with the proposed project, and maintain the property in its post-assistance condition for the duration of the affordability period.
3. Enter into a Rehabilitation Agreement with the City either individually, or in the case of a corporation, by an authorized representative/principal(s) on behalf of the corporation, with an express warranty that the representative/principal(s) has been authorized to execute the Rehabilitation Agreement on behalf of the corporation
4. Be in good standing with the City of College Station with any previously awarded federal funds. This means that the applicant organization should be within 30 days current on any loan payments due, be within 30 days current on all required program and financial reporting, and not have any outstanding or unresolved monitoring findings from previous contracts or agreements.
5. Must be current on all property taxes and utility payments that are due and payable on the proposed property.
6. Contribute a minimum of 10% of the total project cost from sources other than City funds.
7. Owner must demonstrate that they have equity in the property at least equal to twenty percent (20%) of the market value of the property.

B. Eligible Property Types

1. Home rental projects may be one or more buildings on a single site, or multiple sites that are under common ownership, management and financing.
 - a. The project must be assisted with HOME funds as a single undertaking.
 - b. The project includes all activities associated with the site or building.
2. Must be appraised by an appraiser selected and/or approved by the City, and the appraisal must show a value sufficient after rehabilitation to satisfactorily support at least 100% of the project's debt which will exist after rehabilitation/construction.

3. The overall debt to after rehabilitation value shall not exceed one hundred percent (100%).
4. Must be insured in an amount sufficient to fully protect the public investment with the insurance policy naming the City as "loss payee".
5. A building inspection is required by a licensed architect, engineer, and/or the City upon submission of an application. Results of the inspection must be consistent with information provided in the application. Existing buildings may be considered eligible for rehabilitation assistance if there are at least (2) major conditions that do not comply with either the International Building Codes adopted by the City of College Station, or federal Section 8 Housing Quality Standards. This may include the following:
 - a. Structural – Noncompliance with Building Code and Section 8 Housing Quality Standards such as fire egress requirements, over-spanned roof/ceiling joists, tenant separation fire walls and other code items that are necessary to bring the property up to current standards or that threaten the health and safety of residents
 - b. Plumbing – Sewer drain lines, plumbing fixture venting and rough-ins, washer connections, water lines, gas lines, outdated water heaters and plumbing fixtures
 - c. Mechanical – Heating/Cooling systems, ductwork, direct-air venting
 - d. Electrical – Non-grounded systems, obsolete electrical panels, AFCI and GFCI receptacles, exterior waterproof receptacles, minimum required receptacles, exterior lighting, smoke and carbon monoxide detectors
 - e. Energy – Insulation values, door and window energy ratings, appliances
 - f. Accessibility – Accessible parking and routes, visitability, ramps, grab bars, sensory (deaf or blinded) equipment (HUD requirement), bathroom and kitchen modifications
6. Must have an assessment and possible abatement of lead-based paint if required. A HUD environmental review will be performed by the City.
7. Upon project completion, each of the following major systems must have a remaining useful life for a minimum of 15 years or the major systems must be rehabilitated or replaced as part of the rehabilitation work: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning.
8. Rental properties must be residential units.

C. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.
2. HOME funds may not be used for development, operations or modernization of public housing finances under the 1937 Act (Public Housing Capital and Operating funds).
3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.
 - a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchases.

D. Eligible Tenants

- a. Owner may not refuse to lease HOME-assisted units to a certificate or voucher holder under the Section 8 Program, or to a holder of a comparable document evidencing participation in a HOME tenant-based rental assistance (TBRA) program, because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME TBRA document.
- b. Owner will utilize the Section 8 Program definition of annual (gross) income.
- c. Before the tenant occupies a unit, tenant eligibility must be documented with source documents, such as wage statements, interest statements, and unemployment compensation statements.
- d. Owner must recertify tenant income on an annual basis.

E. Leases

- a. The lease between the Owner and Tenant must be for at least one year.
- b. The lease between the Owner and Tenant can not contain any of the following provisions:
 1. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

2. Treatment of property: Agreement by the tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.
 3. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
 4. Waiver of notice: Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant.
 5. Waiver of legal proceeding: Agreement of the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 6. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in a court a court decision in connection with the lease.
 7. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal cost, even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- c. Owners may terminate tenancy or refuse to renew a lease only upon 30-days' written notice, and only for serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.
- d. Owner of HOME-assisted rental housing must adopt written tenant selection policies and criteria that:
1. Are consistent with the purpose of providing housing for very-low and low-income households;
 2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

V. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. RRLP assistance shall be in the form of a 0% interest loan with quarterly payments for a specified term. The quarterly payment amount will be determined by the amount of the loan divided by the number of years of the loan divided by four.

25% of the total loan amount may become forgivable at the end of the specified term for proposals that address the first three priorities in Section VII: 1. Bring property up to City Code & HQS Standards (up to 10% forgiven), 2. System upgrades (up to 10% forgiven) and 3. Energy conservation upgrades (up to 5% forgiven). The quarterly payment amount will be adjusted to reflect this forgivable portion.

2. The maximum assistance amount will be based on Section 221(d) (3) program limits for the metro area and will be subject to funding availability. The minimum loan will be \$5,000 per unit. The Owner must comply with the terms of the note and deed of trust executed at loan closing.

If the Owner violates terms of the note and Deed of Trust, the remaining principal of the loan, any amounts that would have been forgiven, plus a penalty equaling the amount of interest that would have been amortized at a 5% interest rate over the specified term will be due immediately.

3. HOME funds may be used to refinance existing debt if the HOME funds are used to rehabilitate the property and the refinancing is necessary to permit or continue affordability. Refinancing cannot be the primary purpose of the HOME Investment. HOME funds cannot be used to refinance Federal debt.
4. Program intent is to maintain affordable, decent, safe and sanitary rental units for low-income households. In the event of a sale or transfer of ownership, the following conditions must apply to avoid default:
 - a. The Owner must sell repay the full amount of assistance including the penalty described in Section III (2) while still maintaining the affordability period; or
 - b. Following approval from the Director, Owner may offer the assumption of the loan and requirements to the buyer.
5. Eligible project costs include construction costs, architectural and engineering fees; financing costs such as private lender origination fees, credit reports, fees for title evidence, recording costs, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders' or developers' fees; affirmative and fair housing marketing costs; management costs; environmental review costs, relocation costs, and any other reasonable costs.

VI. LONG TERM AFFORDABILITY & RESTRICTIONS

1. Affordability Period:

HOME-assisted rental units carry rent and occupancy restrictions for varying lengths of time, depending upon the average amount of HOME funds invested per unit. The minimum affordability period is as follows:

<\$15,000 per unit	= 5 years
\$15,000 to \$40,000 per unit	= 10 years
\$40,000 per unit	= 15 years

2. Initial "HOME rents":

Every HOME-assisted unit is subject to rent limits designed to help make rents affordable to low income households. These maximum rents are referred to as "HOME Rents". HUD will annually publish Fair Market Rents (FMR) for this area. CD staff must establish monthly rents and allowances for utilities for HOME-assisted rental projects based on FMR's. See Attachment 1.

3. Restrictions:

- a. If five or more units are included in the project, at least 20 percent must be designated low HOME rent units that are rented to tenant households having a gross annual income of 50% AMI or less.
- b. If units are occupied at time of project initiation by tenants who are not low-income, upon the unit becoming vacant, the Owner shall lease that vacated unit to an eligible low-income household.
- c. No conversion to condominiums or any type of cooperative ownership for the duration of the loan.
- d. Owner must comply with the City's Fair Housing Ordinances and the U.S. Department of Housing and Urban Development Fair Housing Standards.
- e. The project must be maintained in standard condition for the duration of the lien as defined by HUD's Housing Quality Standards (HQS) and City ordinances.
- f. Owner must comply with the City's Anti-Displacement Policy (Attachment 2).
- g. Owner must affirmatively market vacant units to low-income households for the affordability period and adhere to the City's Affirmative Marketing Policy (Attachment 3).

- h. Owner will provide, in a timely manner, information necessary to determine compliance with the RRLP during the term.
- i. Owner must comply with federal employment and contracting rules (Equal Opportunity Employment, Section 3, Minority/Women Employment, Davis-Bacon, Conflict of Interest, and Debarred Contractors).
- j. Construction plans for projects must be sealed by an architect or engineer if the number of stories, dwelling units, use classification, or total square footage exceeds the minimum thresholds set forth in the City Building Code, the Texas Engineering Practice Act, or by the Texas Board of Architectural Examiners. The architect/engineer must be available for consultations, meetings, and site inspections for the duration of the project. Plans for projects not exceeding these minimum thresholds do not require the seal of an architect or engineer. However, the person who designs a project not requiring a seal must be available for consultation, meetings, and site inspections, and be responsible for monitoring the project and approving progress payments through completion.

VII. SELECTION CRITERIA AND PRIORITY

Applications for RRLP funding will be reviewed and evaluated using the following criteria:

- a. Type of improvements: Projects incorporating improvements beyond City codes and HUD's Housing Quality Standards (HQS) are encouraged to the extent allowed by regulation.
- b. Financial Feasibility: Procedures will include an evaluation of the Owner's financial capacity.
- c. Overall benefits to low-income tenants.

Applications will be given priority based on the following proposed improvements:

1. Bring property up to City Code & HQS Standards
2. System upgrades
3. Energy conservation
4. Exterior repairs
5. Upgrade marketability

VIII. RELOCATION

The owner of any property rehabilitated under the Rental Housing Program will be expected to cooperate with the City to provide financial and advisory services, as described in the City's Anti Displacement Strategy, to all tenants who are permanently or temporarily displaced as a result of the project.

IX. ELIGIBLE AREAS

The RRLP will be available on a citywide basis in an effort to increase the availability of standard units made financially available. This activity is in compliance with the City's Consolidated Plan and Annual Action Plan priorities to provide low-income housing on a citywide basis.

X. FILES AND RECORDS

The Planning & Development Services – Community Development Unit shall maintain accurate files and records on each project and all documentation pertinent to the applicant shall be included. Such files shall be open for inspection as to qualifications, bid procedures, inspections of work, and payments of federal share of the project.

The Owner will be required to maintain accurate files and records on each unit rehabilitated under the RRLP. Such files shall be open for inspection by local, state, and federal authorities to verify compliance with all program requirements. Additionally, the Owner will be required to file annual reports to the City for the entire term of the note.

Within 90 days of the date of issuance of a Certificate of Occupancy for the project, the owner must furnish to the City data on the income characteristics of tenants occupying the structure initially after rehabilitation/construction.

XI. BIDDING PROCEDURES AND CONTRACTOR SELECTION

Contractors and sub-contractors must be selected in accordance with applicable federal and state laws. The owner is responsible for securing all appropriate building permits and ensuring the final inspections of all permits are performed and approved by the City. Upon completion the City, and if appropriate, the lender will make a final inspection before the construction work will be approved and accepted. The owner is solely responsible for the terms of the contract between the owner and the contractor.

A. Selection of a General Contractor

If the total loan amount is \$49,999 or less, the owner will be responsible for obtaining and documenting a minimum of three written bids from qualified sources. Copies of the quotations must be submitted to the Planning & Development Services – Community Development Unit prior to the owner's award of the contract.

If the total loan amount will or could exceed \$50,000, the owner will be responsible for obtaining competitive bids from a minimum of two qualified, responsible contractors. Contractors must submit an itemized bid using the work write-up prepared by the owner and approved by the Planning & Development Services Community Development Unit. Copies of the bids must be submitted to the Planning & Development Services – Community Development Unit prior to the owner's award of contract. In the event the owner awards the contract other than to the lowest responsible bidder, the owner must pay the difference between the selected bidder and the low bidder.

A copy of the executed contract must be submitted to the Planning & Development Services – Community Development Unit prior to the start of construction. The approved contractor must be licensed, and provide proof of appropriate insurance coverage, covering the total cost of the rehabilitation work and including but not limited to worker's compensation, general liability, and personal liability. Recipient shall not award contract to any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development.

B. Owner Performs Rehabilitation Work as General Contractor

If the City determines the owner (or members of the owner's family) has sufficient construction skills and possessed all required licenses, the owner may be allowed to perform the rehabilitation work. The owner will be required to identify the specific work items which will be accomplished by the owner. If an owner anticipates acting as the general contractor, sufficient information must be provided in the project proposal to allow the City to evaluate the owner's capacity to act as the general contractor.

The owner may act as the general contractor and enter into subcontracts after securing a minimum of three written bids for each subcontract. Copies of the bids and executed contracts from subcontractors must be submitted to the Planning & Development Services – Community Development Unit before any work begins. The City will review and approve all subcontractor bids prior to the start of the work.

The Community Development Unit will periodically inspect the progress and quality of the work. If an owner fails to satisfactorily accomplish the work within the time frame established in the Rehabilitation Agreement, the owner will be required to hire a professional contractor to complete the work, at no additional expense to the City.

Eligible project costs will be limited to the out-of-pocket expenses of the owner, including payments to subcontractors and purchase of materials and supplies used in the project. The labor of the owner or an owners immediate family will not be considered as an eligible rehabilitation cost. No allowance for profit will be approved for an owner who is acting as the general contractor.

The cost of materials and supplies from an owner's inventory generally will not be allowed. Only when the owner has an established method of inventory control where the actual cost of the material can be documented, will such costs be considered. In any case, the materials must be new and the costs must not exceed the market rate for such items.

XII. REHABILITATION AGREEMENT

Each applicant assisted through this Program will sign a Rehabilitation Agreement with the City which defines the overall terms and conditions of the City providing the rehabilitation assistance. Other construction documents will be required to be executed by the applicant during the rehabilitation assistance process, but the Rehabilitation Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager or City Council approval, before the project may commence.

XIII. FINAL INSPECTION - CERTIFICATE OF OCCUPANCY

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the renovated unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the renovated structure has become code compliant and a decent, safe, and sanitary dwelling.

DRAFT

Attachment 1

**2011 HOME PROGRAM RENTS AND 2012 MEDIAN INCOME LIMITS
FOR COLLEGE STATION-BRYAN MSA
AS PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
IN THE FEDERAL REGISTER**

Section 8 Fair Market Rents and HUDs calculation of high and low rents include all utilities and housing-related services, except telephone. If utilities are not included in rents and are paid by the tenant, the City will prepare utility allowances and adjusted rents.

2012 HOME Program Rents Effective February 9, 2012 (All utilities paid and includes appliances)						
	Efficiency	1BDRM	2-BDRM	3-BDRM	4-BDRM	5-BDRM
Fair Market Rent	\$538	\$609	\$743	\$941	\$970	\$1,116
Low (50%) HOME Rent	\$510	\$546	\$655	\$756	\$845	\$931
High (65%) HOME Rent	\$610	\$680	\$818	\$950	\$1,025	\$1,130

HOME Rental Housing Income Guidelines for 2012 Effective February 9, 2012			
Number in Household	Very Low-Income Limit for Families (50% of Median Income)	Income Limit for Families Occupying (60% of Median Income)	Low-Income Limit for Families (80% of Median)
1	\$20,400	\$24,480	\$32,600
2	\$23,300	\$27,960	\$37,250
3	\$26,200	\$31,440	\$41,900
4	\$29,100	\$34,940	\$46,550
5	\$31,450	\$37,740	\$50,300
6	\$33,800	\$40,560	\$54,000
7	\$36,100	\$43,320	\$57,750
8	\$38,450	\$46,140	\$61,450

CITY OF COLLEGE STATION
RENTAL REHABILITATION LOAN PROGRAM

ANTI-DISPLACEMENT POLICY

Unless herein stated otherwise, the requirements contained in the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42. U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42, 92.353, and Section 104(d) will be followed.

The City's goal with the Rental Rehabilitation Loan Program is to improve the housing conditions of lower income tenants. This is to be achieved by providing sufficient assistance to property owners (Owner) to make rehabilitation of their rental property cost-effective, while rents of rehabilitated units stay affordable for their lower income tenants. Displacement of existing tenants as a result of rehabilitation will be avoided to the greatest degree possible. Moreover, the City will not sponsor a project that will cause the displacement of a very low income family by a family that is not of very low income. The purpose of this Policy is to inform the public how the City will assist tenants who reside in properties to be rehabilitated through this program. Assistance connected with this policy, and with the City's Rental Rehabilitation Loan Program will not be denied to persons because of their particular race, color, religion, sex, age, handicap, or national origin. Costs of assistance provided pursuant to this policy, other than Section 8 Rental Assistance, will be shared by participating owners and by the City through its Community Development Grants and other available state or federal funding sources.

A. DEFINITIONS

1. "Displacement", as used herein, means the permanent involuntary move of a tenant from a residence in a project rehabilitated through the Rental Rehabilitation Program because of that rehabilitation occurring. (For example, if the tenant was forced to move because his rent after rehabilitation increased to an unaffordable level.)
2. "Temporary Relocation", as used herein, means the move by a tenant into temporary quarters necessitated by the scope of work during rehabilitation of his primary residence.
3. "Comparable Replacement Dwelling", as used herein, means a dwelling which is:
 - a. Decent, safe, and sanitary with respect to local codes.
 - b. Functionally equivalent to the displacement dwelling.
 - c. In an area not subject to adverse environmental conditions.
 - d. Is reasonably accessible to the displaced person's place of employment (or to employment opportunities if the person is unemployed).

- e. Currently available to and within the financial means of the displaced person.

B. NOTICES TO TENANTS

Affected tenants will be promptly notified through the mail, by either Owner or City, on each of the following occasions:

1. At time of application, to advise tenants that they will either not be displaced, or, if displaced will be eligible to receive relocation assistance.
2. After execution of the agreement, to advise:
 - a. Tenants who will not be displaced of the conditions for continued occupancy, and potential availability of Section 8 rental assistance.
 - b. Tenants who will be displaced of their eligibility for relocation assistance and/or Section 8 rental assistance, and how to access it.

C. TENANT COUNSELING

Consistent with the Fair Housing Law the City will provide the following information and counseling to displaced tenants:

1. Opportunities to select Comparable Replacement Dwellings from a full range of neighborhoods within the total housing market.
2. Individual rights under the Fair Housing Law.
3. How to search for suitable replacement housing.

The Brazos Valley Housing Choice Voucher Program will provide information and counseling concerning the provision of rental assistance to eligible tenants through that program.

D. MOVING EXPENSE ASSISTANCE: TEMPORARY OR PERMANENT

1. Eligibility: All tenants that must be relocated temporarily or displaced are eligible, regardless of total family income, except:
 - a. Tenant being evicted for just cause.
 - b. The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person, and the fact that the person would not qualify as a displaced person as a result of the project.

- c. Tenant is ineligible under 49 CFR 24.2(g) (2)
 - d. HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
2. Types of Moving Expense Payments: Eligible tenants are entitled to either of the following payments:

- a. Reimbursement for actual moving expenses, which include:

- § Moving household goods, including insurance coverage on the household goods while in transit
- § Disconnecting and reconnecting household appliances.
- § Transportation cost for tenant and family. -
- § Storage of household goods (for temporary move only).

Tenants selecting this method should consult with the designated City staff prior to the move. Agreements should be reached between the staff and the tenant as to specific reimbursements the tenant can expect. The tenant shall provide adequate documentation of the covered moving expenses, and shall provide signed and dated receipts on the letterhead of the service provider.

- b. Fixed moving expense payment, which is an allowance based on the number of rooms of furniture the tenant will move. The size of the allowance will conform with the most recently published schedule for "Fixed Moving Expenses and Dislocation Allowance" from the U.S. Department of Transportation. The tenant will be required to certify, to the City's satisfaction, the number of rooms and furniture involved.
3. Limitations: The City will not bear any moving expenses connected with temporary relocations beyond a period of 90 days.

E. CASH ASSISTANCE: PERMANENT RELOCATION ONLY

- 1. Eligible Tenants:
 - a. Tenants with income below the very low income limits (50 percent of the area median income)
- 2. Criteria and Procedure:

- a. The tenant may use the cash assistance payment for rent or purchase of a replacement dwelling.
- b. Generally, the City will calculate the cash assistance payment as follows:
 - i. \$_____ Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule, at the comparable replacement dwelling
 - ii. \$_____ Monthly rent, plus utility allowance as determined using the Brazos Valley Housing Choice Voucher Program Utility Schedule at the displacement dwelling, or 30% of the tenants average gross monthly income whichever is less.
 - iii. \$_____ State the difference in the above two items.
 - iv. \$_____ (Cash Payment) State the amount on the line iii. times 42, or \$5,250.00, whichever is less.

G. CONTINUED OCCUPANCY FOR IN-PLACE TENANTS

To the extent feasible in-place tenants shall be provided a reasonable opportunity to lease a suitable, decent, safe, sanitary, and affordable dwelling unit in the project following completion of the rehabilitation. Tenants not displaced shall have the right of continued occupancy according to the terms of their respective lease agreement. Very low income tenants will be encouraged to apply for Section 8 rental assistance which may be available to them at a later date.

For more information concerning matters addressed in this policy please contact the City of College Station Planning & Development Services – Community Development Unit, at (979) 764-3778.

CITY OF COLLEGE STATION
RENTAL REHABILITATION PROGRAM

AFFIRMATIVE MARKETING POLICY

The City of College Station adheres to the principle that persons of similar economic levels should have available to them like range of housing choices regardless of their race, color, religion, sex, handicap, national origin or familial status. In following with this principle, this policy sets forth actions which will be taken to achieve affirmative marketing of units rehabilitated through the City's Rental Rehabilitation Program.

ACTIONS BY PARTICIPATING OWNERS

1. List rehabilitated units with, or advertise them through, as large a number of referral sources as practical to attract a wide cross-section of lower income tenant prospects. This includes, but is not limited to:
 - a. Brazos Valley Housing Choice Voucher Program
 - b. Private apartment locator services
 - c. Local newspapers.
2. Develop community contacts through which persons in the housing market area might be attracted, who are not likely to apply for the housing without special outreach.
3. Inform the City of vacancies as they occur, the steps being taken to fill those vacancies consistent with No. 1 and-2 above, and characteristics of tenants once those vacancies are filled.
4. Use Equal Housing Opportunity logo on printed material, and display Fair Housing posters as practical.

ACTIONS BY CITY

1. Inform the public, potential tenants, and owners about Fair Housing laws, and elements of this policy, through the following methods:
 - a. Use the media.
 - b. Dissemination of printed material to tenants and owners.

- c. One-on-one counseling to tenants and owners.
- 2. Promote the achievement of the affirmative marketing goal through interaction with other housing service providers and advocates in the community.
- 3. Maintain records documenting efforts by owners and the City to achieve affirmative marketing.

ASSESSMENT AND CORRECTIVE ACTION

The City will assess the effectiveness of affirmative marketing by owners, by comparing characteristics of the affected tenant population with characteristics of the City's population as a whole on a regular basis. If it is determined that an owner has violated this policy, he will be at risk of having to repay the rehabilitation subsidy as per the terms of the Rental Rehabilitation Agreement.

DRAFT

February 9, 2012
Regular Agenda Item No. 3
Strong & Sustainable Neighborhood Grant Program Guidelines

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the revision of the Strong and Sustainable Neighborhood Grant Program Guidelines

Relationship to Council Strategic Plan: Neighborhood Integrity

Recommendation: Staff recommends approval

Summary: For a number of years the City of College Station has operated a small grants program to strengthen neighborhoods. Historically, the program focused on establishing and improving entrance monuments for neighborhoods and was referred to as the Gateway Grant Program. Following a series of meetings in 2009 with neighborhood interests and others regarding neighborhood integrity, the Council amended the Council amended the program to be more comprehensive. The newly named grant program – Strong & Sustainable Neighborhood Grant Program retained the Gateway Grant provisions but added opportunities for funding efforts at strengthening neighborhood and home owner associations, such as defraying meeting costs, events, etc.

With the completion of several neighborhood plans, staff is recommending that the guidelines be further revised to enable projects identified in these neighborhood plans to be eligible for funding under the Strong & Sustainable Neighborhood Grant program. These projects are likely to include such things as installation of small portions of sidewalks, installation of informational signage, etc. As proposed, the Gateway Grant and NA/HOA portions of the program will continue to be matching grant programs, where neighborhoods contribute a 50% match to receive funds. Projects identified in Neighborhood Plans will be given priority and will be 100% funded through the grant program. Further, staff is recommending that program funds no longer be used for landscaping projects located outside of public property or rights of way.

Amendment of the guidelines as proposed will enable further implementation of the Neighborhood Plans that have involved hundreds of neighborhood residents, both strengthening the neighborhoods but also the neighborhood planning process.

Budget & Financial Summary: Funds for the Strong and Sustainable Grant Program are allocated annually during the budget process. Currently, these funds are budgeted at \$15,000 per year. It is likely that additional funds will be needed in the future as additional neighborhood plans are completed and adopted.

Attachments:

1. Strong and Sustainable Neighborhood Grant Program Guidelines

Strong & Sustainable Neighborhoods Grant Program

Origin & Purpose

The Strong & Sustainable Neighborhoods Grant Program assists associations and neighborhood groups with physical/ non-physical and community building projects. This program consists of both the Neighborhood Grant Program and the Gateway Grant Program. This program is a matching grant program, creating a partnership between the neighborhoods and the City to accomplish common goals.

Goals

- Strengthen & improve neighborhood associations
- Improve the appearance of city neighborhoods
- Strengthen the relationship between the HOA and the City government
- Stimulate inter-neighborhood cooperation
- Encourage new communities to develop their own neighborhood associations
- Stimulate interaction between all College Station HOAs/Neighborhood associations

Who can apply?

Neighborhood and Homeowners associations that are registered with the City's Neighborhood Partnership Program (NPP) will be given priority status in selection of grant projects. Neighborhoods that are not a part the NPP are eligible for funds for neighborhood and community building projects but not for physical projects such as gateway signage. Neighborhoods with recently completed neighborhood plans are also eligible for funding from both grant categories and are also given priority status when grant applications are evaluated.

What are considered Neighborhood Grant Projects ?

These are projects that are intended to strengthen the quality of life and/or integrity of a neighborhood. Some examples are one-time events such as a neighborhood clean-up, festival, a national night out party, application for a zoning overlay, a training sessions or a workshop.

What are considered Gateway Projects?

These are projects are limited to gateway or identification signage for neighborhoods. These funds are restricted for the use of an actual gateway sign at a neighborhood's entrance. Also, projects that are identified through the neighborhood planning process are eligible funding as well. Landscaping, beautification, and irrigation projects are not eligible for these funds.

What are considered Community Building Projects?

These projects are intended to bring the community together to work on a project. Some examples are a neighborhood clean-up, a drive to increase resident membership or participation in an association, developing a neighborhood newsletter for distribution, community gardens or a neighborhood forum.

Neighborhood Plan Implementation Projects

Projects that are identified by residents through the course of the neighborhood planning process are eligible for grant funding. Once a plan is completed, items can be selected for implementation. Items will be prioritized for implementation. Depending on the amount of

available funding, items will receive funding based on their prioritized ranking. City staff will work with neighborhood leaders to oversee these items are completed within the given timeframe.

What activities or groups are ineligible for funding?

- Political Campaigning
- Alcohol purchases
- Association business expenses or trips
- Individuals persons or individual businesses
- Religious organizations
- Fundraising activities
- Maintenance and up keep of existing neighborhood projects

Application Granting Process

How does it work?

Generally, the program is a fifty percent (50%) matching funds program that assists neighborhood/homeowners associations to obtain funds for projects that will benefit the neighborhood and its residents, with the exception of Neighborhood Plan Projects. The program operates on a reimbursement basis. Groups that are awarded grant funds cannot begin their projects before receiving official notification from the city that their grant application has been approved. Upon completion of the project, invoices are turned in to the city and the group will receive the grant funds awarded by the city. **Neighborhood Plan projects that are approved will be funded at 100%.**

Gateway and Neighborhod Grant Eligibility:

- Neighborhoods applying for grant funds must be a part of the City’s Neighborhood Partnership Program and be registered with the Neighborhood Services Office.
- Gateway Grant funds may not be used for landscaping, irrigation or beautification projects.
- Gateway Grant funds may only be used for gateway or identification signage in neighborhoods
- The Design Review Board’s is responsible for reviewing gateway projects that require design/structural review.
- Possibly fund only one Gateway Grant project per year and all other funds will be used for neighborhood plan projects.
- There will only one grant cycle per year with applications being given out in February and returned for review in April.
- The grant program is a matching funds program, with the exception of Neighborhood Grant Projects, where neighborhoods are reimbursed up to 50% of the total project costs.
- Grant applications for gateway and neighborhood grant projects will be reviewed and scored by the Neighborhood Services Coordinator and a panel of city employees from various departments.

- Neighborhoods that receive funding for gateway projects are not eligible to receive funding again for the next five years.
- Gateway Grant funds cannot be used for maintenance or upkeep of previous projects completed by the neighborhoods.
- Neighborhoods cannot begin work on the projects before receiving notification from the City of College Station that they have been awarded funds.
- Once awarded funding, neighborhoods will have one calendar year to complete projects.

Neighborhood Plan Criteria/Eligibility:

- Allows neighborhood plan implementation projects identified by residents to receive grant funds.
- Neighborhoods can continue to apply for grants for neighborhood projects, one-time projects, application fees for planning projects, community building projects and other small projects. However, preference will be given to neighborhood plan identified projects.
- Neighborhood Plan projects can be identified by members of the Neighborhood Resource Team that participates in the year-long neighborhood planning process or by HOAs/neighborhood associations in the area.
- For neighborhood plan implementation items that need funding, final approval for these items will come from the Director or Asst. Director of Planning and Development Services.
- Only areas with completed neighborhood plans will be able to identify and request funding, with preference being given to neighborhoods that have not recently received such funding.
- Though projects will be identified by the neighborhoods, the Neighborhood Services Coordinator and/or the Planner/Project Manager for the neighborhood plan will manage the process of the projects that are selected.
- For neighborhood plan identified items, the number of items selected for completion will depend on available grant funds.
- The timeframe for completion of neighborhood plan improvement items will be one calendar year.
- Neighborhood plan projects will not require a match and will be funded 100% grant funded.

Neighborhood Grants will be evaluated on the following criteria:

- Registered with the City's Neighborhood Partnership Program/Neighborhood Planning Area (20 points) (Note: this is required for all applications for Physical Projects)
 - Neighborhood Participation & Involvement (20 Points)
 - Community Benefit (10 Points)
 - Matching donations and volunteer hours contributed towards the event (5 Points)
 - Project consistency with established Program goals (10 Points)
- Also, all neighborhoods must be registered with the City's Neighborhood Partnership Program to be eligible to receive either Gateway or Neighborhood Grant funds.

Grant Application Deadline

There will be one funding cycle per year, with the specific submittal dates established annually by the Neighborhood Services Office. The applications will be turned in to the Neighborhood Services Offices in City Hall at 1101 Texas Avenue, College Station, TX 77842 by 5:00 PM on the deadline date. Electronic submissions are accepted as well by 5:00 pm on the date of the deadline.

Notification of Awards

Applicants will be notified of award status within six weeks of the submittal deadline for applications.

Contract for Funds

Once an award for grant funds has been made, a contract or funding agreement will be issued to the association or group, detailing the use of funds, time lines to complete projects, and other important information. *Until all parties sign a funding agreement or contract, the City has no responsibility to reimburse the organization for any expenses, funds incurred or spent before the agreement is official. These funds cannot be used to cover past events or expenses.*

February 9, 2012
City Council Regular Agenda Item No. 4
Appointment to BVSWMA

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action and discussion regarding the appointment to BVSWMA to replace Stephen Beachy.

Background & Summary: Stephen Beachy has submitted his Letter of Resignation from BVSWMA, leaving a vacancy on the BVSWMA Board.

Budget & Financial Summary: There is no fiscal impact.

Attachments:

- Letter of Resignation will be provided at the meeting
- Application for appointment will be provided at the meeting