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**Mayor**  
Nancy Berry

**City Manager**  
David Neeley

**Council members**  
Blanche Brick  
Jess Fields  
Karl Mooney  
John Nichols  
Julie M. Schultz  
James Benham

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Monday, November 19, 2012 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**Presentation:**

- ❖ **Presentation of The Brazos Boot trophy, officially marking A&M Consolidated 2012 football victory over Bryan High School.**

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**

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2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
- a. Presentation, possible action, and discussion of minutes for:
    - November 8, 2012 Workshop
    - November 8, 2012 Regular Council Meeting
  - b. Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving the agreement between the City of

College Station and the Arts Council of the Brazos Valley for FY13 in the amount of \$266,648 for Affiliate funding and Annual Program and Marketing funding.

- c. Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY13 in the amount of \$69,852.
- d. Presentation, possible action, and discussion on approving the budget of the Brazos Valley Bowl; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Brazos Valley Bowl Association for FY13 in the amount of \$25,000. *(This item is also on workshop agenda item #8).*
- e. Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY13 in the amount of \$38,500.
- f. Presentation, possible action, and discussion regarding the approval of the FY 12 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.
- g. Presentation, possible action, and discussion on the purchase of five (5) Police motorcycles from Independence Harley Davidson (College Station, TX) for the amount of \$88,738.90 and the trade-in of six (6) existing 2010 Police Edition motorcycles for \$8,000 each. (Bid No. 13-005)
- h. Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2013 at \$161,648.
- i. Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$60,375.00 for fire protective clothing.
- j. Presentation, possible action and discussion regarding approval of a contract renewal between the City of College Station and Brenco Marketing Corporation in the amount of \$1,650,000.00 for annual estimated purchases of gasoline and diesel fuel (Contract #10-054) and authorizing the City Manager to execute the contract renewal on behalf of the City Council.
- k. Presentation, possible action and discussion regarding an Interlocal Agreement between the City of College Station and Robertson County for the sale of city surplus equipment in the amount of \$120,000.00.
- l. Presentation, possible action and discussion on a bid award for the purchase of single phase pad-mounted distribution transformers maintained in inventory to KBS for a total of \$70,524.00.
- m. Presentation, possible action, and discussion regarding the approval of the construction contract (Contract 13-007) with Knife River in the amount of \$645,977.00, for the construction and installation of the State Highway 30/Copperfield Traffic Signal, and authorizing the City Manager to execute the contract on behalf of the City Council.

- n. Presentation, possible action and discussion regarding the approval of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Approval of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.
- o. Presentation, possible action, and discussion regarding annual renewal of bid #11-69 to Knife River for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$1,260,000 (\$62.00 per ton).
- p. Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Royder/Live Oak Sewer Extension Project.
- q. Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 3, of the College Station Code of Ordinances by changing the posted speed limit temporarily on the section of State Highway 6 between the north City Limit line and FM 2818 to 60 mph for the duration of a Texas Department of Transportation project to reconstruct the SH 6 entrance and exit ramps along the highway.

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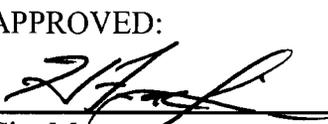
1. Presentation, possible action, and discussion on the adoption of an Ordinance creating Reinvestment Zone #17 for commercial tax abatement in the College Station Medical District.
2. Presentation, possible action, and discussion regarding an economic development agreement between the City and Strategic Behavioral Health.
3. Presentation, possible action, and discussion regarding a tax abatement agreement between the City and Strategic Behavioral Health.
4. Public Hearing, presentation, possible action, and discussion on an ordinance amending the College Station Comprehensive Plan –Future Land Use & Character Map from General Suburban to Suburban

Commercial for the property located at 1402 Earl Rudder Freeway South; approximately 1.27 acres at the northwest corner of Earl Rudder Freeway South and University Oaks Boulevard.

- 5. Presentation, possible action, and discussion on appointments of City Council and Planning & Zoning Commission members to the BioCorridor Board.
- 6. Adjourn.

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

APPROVED:

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

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Monday, November 19, 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 16th day of November, 2012 at 3:30 p.m.

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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 16, 2012 at 3:30 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: \_\_\_\_\_

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



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Nancy Berry

**City Manager**  
David Neeley

**Council members**  
Blanche Brick  
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- 5. Presentation, possible action, and discussion on appointments of City Council and Planning & Zoning Commission members to the BioCorridor Board.
- 6. Adjourn.

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APPROVED:

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City Manager

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Posted this 16th day of November, 2012 at 12:00 p.m.

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

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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: \_\_\_\_\_

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**November 19, 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:

- November 8, 2012 Workshop
- November 8, 2012 Regular Council Meeting

**Attachments:**

- November 8, 2012 Workshop
- November 8, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
NOVEMBER 8, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Frank Simpson, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Tanya McNutt, Deputy City Secretary

**1. 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 5:02 p.m. on Thursday, November 8, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:03 p.m. on Thursday, November 8, 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. 11-0025 16-CV-272, in the 272nd District Court of Brazos County, Texas.
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Claim and potential litigation related to a June 24, 2011 collision with a city vehicle.
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85th District Court, Brazos County, Texas

B. Consultation with City attorney to seek legal advice; to wit:

- Legal representation for proposed municipal management district

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

- City Manager
- City Secretary

D. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Economic development incentives to prospect in West College Station.
- Economic development incentives to behavioral healthcare facility.

The Executive Session recessed at 6:00 p.m.

### **3. Take action, if any, on Executive Session.**

No action was required from Executive Session.

### **4. Special presentation of the City's signed Employer Support for the Guard and Reserve Statement of Support.**

Alison Pond, Direction of Human Resources, stated the City is military friendly and supportive of our employee veterans. There is a three-pronged approach in how we support our veterans: recruiting efforts, recognition of our employees, and partnering with agencies that support the military, such as ESGR. ESGR operates within the Office of the Assistant Secretary of Defense for Reserve Affairs. Employee veterans present were asked to stand and be recognized for their service.

A special presentation was given to Mayor Berry in recognition of the City's support for its employee veterans.

### **5. Presentation, possible action, and discussion on items listed on the consent agenda.**

There were no items pulled for clarification.

**6. Presentation, possible action, and discussion on the Historic Preservation Committee semi-annual report and the goals and objectives for the coming year.**

Linda Harvell, Historic Preservation Committee Chair, presented the semi-annual report, updating the Council on the past year's activities, which included the Historic Marker Program, Project HOLD, and the Exploring History Luncheons. Goals for these activities were presented to the Council for direction.

The goals of the HPC in regards to the Historic Marker Program are to step up the Historic Marker Program, especially since next year is College Station's 75<sup>th</sup> Anniversary.

One of the goals of the HPC in regards to Project Hold is to make Project HOLD more user friendly. Jacob Morris, Historic Records Coordinator, along with the HPC, is working to catalog items that have identification, i.e., names, dates, location, donor, etc. This is imperative so that Project HOLD can be brought into compliance with commonly accepted standards used by most archives, online databases and libraries, such as the Portal to Texas History and the Carnegie Library. Volunteers are desperately needed to help with the scanning and cataloguing of existing records as well as any that are donated in the future. Another goal is the Oral History Transcription Project. Countless hours have been spent in interviewing local citizens and government officials, documenting their recollections of what College Station was like. Many of these have not been entered into Project HOLD due to lack of manpower.

The goals of the HPC related to the Exploring History Luncheons are to focus on the great events that helped form the City of College Station, in observance of our 75<sup>th</sup> Anniversary and to continue to create an awareness of the history of College Station.

A new goal of the HPC is to develop a new program called "The Traveling Trunk Show". The program will be designed to present programs to 3<sup>rd</sup> and 4<sup>th</sup> graders at our local elementary schools, educating them in a fun way on the history of College Station.

For the 75<sup>th</sup> Anniversary of College Station, the HPC is planning an exhibition to be housed at the George Bush Library October 26 through December 2013. Displays will include pictures and historical artifacts and treasures spanning the 75 year history of College Station. On November 2, 2013 there will be an Opening Gala at the George Bush Library. They are encouraging graduates of AMCHS to hold their reunions on this weekend. There will be a "kick off" of the 75<sup>th</sup> Anniversary at the George Bush Library on Saturday night. There will be a closed event for City officials, honorees, and sponsors the first hour, and then the exhibit will be opened to the general public immediately after. "Tell Us Your Story" is a program targeting those citizens who were a part of College Station's history. Stories will be shared through the City's website, blogs, multi-media broadcasts, media partners, exhibits and Project HOLD. Funding for all of this will be provided through fundraising and sponsorships.

At the request of Council, Ms. Harvell will check with the Bush Library to determine whether or not an admission fee will be charged to view the exhibit.

## **7. Presentation, possible action, and discussion regarding transportation improvements along the Rock Prairie Road Corridor.**

Chuck Gilman, Director of Capital Projects, updated the Council on transportation improvements along the Rock Prairie Road corridor, including the east side pavement rehabilitation, overpass, and west side expansion. Heavy truck traffic on Rock Prairie Road East has contributed to pavement degradation. Right-of-way for future expansion to four-lane boulevard section needs to be acquired for SH 6 to William D. Fitch, and the right-of-way width is between 118 feet and 115 feet. They will also be acquiring a 20-foot wide public utility easement.

Rock Prairie Road East is predominately a rural residential development. Large tracts of land on the south side are owned by the City and CSISD – Transportation Center, Park, Forestry Shop, Landfill, etc. There are no plans to extend Barron Road to Rock Prairie in the near future. The Bryan-College Station Metropolitan Planning Organization received \$4.6 million in State Proposition 12 funds from TXDOT and voted to allocate the funds to the expansion of the Rock Prairie Road Overpass. The BCSMPO previously identified the Rock Prairie Road overpass as the number one priority project in their Metropolitan Transportation Plan. The City is responsible for funding the engineering design and environmental studies, and TXDOT will manage the construction of the project. Final plans will be submitted to TXDOT in January 2013, and construction will begin in the spring of 2013.

Mr. Gilman discussed traffic conditions in the area, specifically

- Rock Prairie and Rio Grande are operating at Level of Service (LOS) A;
- Rock Prairie and Longmire are operating at LOS C;
- Rock Prairie and Longmire and expected to operate at LOS D in 2013; and
- Challenges at the Longmire Intersection such as traffic signal spacing, numerous left turns/driveways, etc.

In the original Rock Prairie Road West modeling and analysis, the extensions of Normand and Arnold were not included. However, as part of the Transportation Modeling for the Roadway Capital Improvement Plan, the two extensions were modeled in the CIP scenario. Based on the results of this model, these extensions had minimal impact on the overall traffic on Rock Prairie Road. The major impacts are improved circulation and access between Rock Prairie Rock and Graham. Based on the modeling, the extensions provided traffic volume relief to Longmire Road, which in turn would provide future benefit to the Rock Prairie Road and Longmire intersection. Land acquisition is in progress for this phase of the project. Funding for the design is included in the FY2013 capital budget. Construction of the Rock Prairie Road West project is expected to immediately follow the overpass construction.

Mayor Berry recessed the Workshop at 7:03 p.m.

The Workshop reconvened at 8:23 p.m.

## **8. Council Calendar**

- **Nov. 9 Grand Celebration at Post Oak Mall at Post Oak Mall, 9:00 a.m.**

- Nov. 9 RVP Board Meeting at RVP, 12:00 p.m.
- Nov. 11 BVVM Special Invitation - Veterans Day Observance at Louis L. Adam Memorial Plaza, 4:00 p.m.
- Nov. 12 IGC Meeting, Bryan Municipal Office Building - Basement Training Room, 12:00 p.m.
- Nov. 13-16 TML Annual Conference, Grapevine, Texas, 8:00 a.m.
- Nov. 14 BVSWMMA Board Meeting at Twins Oaks Facility - 2690 SH30, 10:00 a.m.
- Nov. 15 P&Z Workshop/Regular Meeting, Council Chambers, 6:00 p.m. (Blanche Brick, liaison)
- Nov. 19 City Council Executive Session/Workshop/Regular Meeting, at 4:00, 5:00, 6:00, and 7:00 p.m.
- Nov. 22-23 City Offices Closed - HOLIDAY

Council reviewed the Council calendar.

**9. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

Councilmember Fields requested an item to discuss how the Affordable Care Act will affect College Station. Mayor Berry said this might be a good item for the Strategic Planning retreat; also, the Benefits sub-committee will be watching this. There was no consensus.

**10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, BVSWMMA, BVWACS, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Neighborhood Parking Taskforce, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, National League of Cities, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Sister City Association, TAMU Student Senate, Texas Municipal League, Youth Advisory Council, Zoning Board of Adjustments.**

Mayor Berry reported on the MPO and noted there will be a reception soon for the new Executive Director. The RVP Board will be meeting tomorrow. She will attend the TML Annual Conference next week.

Councilmember Brick reported on the Chamber banquet.

Councilmember Schultz reported on the National Center for Therapeutics Manufacturing.

Councilmember Ruesink presented a gift to the Mayor from the Salamancan students. He also presented another gift to Mayor Berry from the Mayor of Grieswald, Germany. There will be an adult group visiting College Station from Grieswald sometime in the spring.

Council reconvened into Executive Session at 8:43 p.m. to finish business related to personnel.

The Executive Session adjourned at 9:20 p.m. on Thursday, November 8, 2012.

No action was required from Executive Session.

**11. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:22 p.m. on Thursday, November 8, 2012.

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

ATTEST:

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
NOVEMBER 8, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

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 7:12 p.m. on Thursday, November 8, 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.**

Eagle Scout Jason Jaspersen, Troop 967, led the assembly in the Pledge of Allegiance.

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to approve the absence request from Katy-Marie Lyles. The motion carried unanimously.

**Presentation by Mayor Berry proclaiming November 8, 2012 as Sister Cities International-Salamanca Day.**

Tom Arnold, Sister Cities Board, read the proclamation in Spanish, and then Mayor Berry, accompanied by Bryan Councilmember Cortez, presented the proclamation proclaiming November 8, 2012 as Sister Cities International - Salamanca Day to the delegation from Salamanca, Mexico.

### **Citizen Comments**

Kevin Prejean, 1501 Independence, representing a water/beverage company, regarding loading and unloading zones in the Northgate area. He has been issued warnings for parking in an area he has always used. Loading and unloading in that area, on any given day or time, could take as long as two hours. They have to have access that provides safety for the drivers and other people. The designated areas, as they are now, cannot be utilized in the easiest manner. HE has been working with Lance Simms to reach a solution. They have come up with a few that may require investment by the City. He asked for leniency until the Council has reviewed the proposed solutions. Staff was directed keep the Council updated on the progress.

### **CONSENT AGENDA**

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

- **October 25,2012 Workshop**
- **October 25, 2012 Regular Council Meeting**

**2b. Presentation, possible action, and discussion on the third reading of Ordinance 2012-3455, a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.**

**2c. Presentation, possible action, and discussion regarding the approval of the construction contract (Contract 13-003) with Dudley Construction in the amount of \$369,510.10, for the construction of the Plantation Oaks Waterline Replacement Project (WFI433732) and authorizing the City Manager to execute the contract on behalf of the City Council.**

**2d. Presentation, possible action, and discussion awarding Contract #13-005 to Highway Technologies, Inc. in the amount of \$198,917.50, for the installation of roadway traffic markings, and authorizing the City Manager to execute the contract on behalf of the City Council.**

**2e. Presentation, possible action, and discussion, of Resolution 11-08-12-2e, endorsing the University Pedestrian Improvement Project Phase II and the application for Texas Transportation Enhancement Funding to reimburse the City for 80% of the construction costs.**

**2f. Presentation, possible action, and discussion on an Addendum to Contract #12-258 between the College Station Fire Department and the T AMU Applied Exercise Science Laboratory to include physical fitness assessments on Police Department employees as well as Fire Department employees.**

No items were pulled from the Consent Agenda.

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

## **REGULAR AGENDA**

### **1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2012-3456, vacating and abandoning a 0.15 acre, 20-foot wide public utility easement, which is located on Lot IR of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas.**

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

There being no comments, the Public Hearing was closed at 7:43 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2012-3456, vacating and abandoning a 0.15 acre, 20-foot wide public utility easement, which is located on Lot IR of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

### **2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2012-3457, vacating and abandoning 1.03 acres of right-of-way; a 0.38 acre portion of which was conveyed via Right-of-Way Deed recorded in Volume 1162, Page 613 of the Official Records of Brazos County, Texas; and a 0.65 acre portion dedicated by plat, recorded in Volume 488 Pages 593 of the Official Records of Brazos County, Texas.**

At approximately 7:46 p.m., Mayor Berry opened the Public Hearing.

Mike Gentry, 1515 Emerald Plaza, provided a brief presentation showing the original plat and alignment of Emerald Parkway. When an overpass was constructed, Emerald Parkway had to be relocated. The request is to abandon the right-of-way that is no longer in use.

There being no further comments, the Public Hearing was closed at 7:50 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, with Councilmember Ruesink absent from the dais, to adopt Ordinance 2012-3457, vacating and abandoning 1.03 acres of right-of-way; a 0.38 acre portion of which was conveyed via Right-of-Way Deed recorded in Volume 1162, Page 613 of the Official Records of Brazos County, Texas; and a 0.65 acre portion dedicated by plat, recorded in Volume 488 Pages 593 of the Official Records of Brazos County, Texas. The motion carried.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3458, amending Chapter 12, "Unified Development Ordinance," Article 5, "District Purpose Statement and Supplemental Standards," Article 7, "General Development Standards," and Article 8, "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas related to platting and replatting in older residential subdivisions not designated as Neighborhood Conservation in the City's Comprehensive Plan; and minimum parking requirements for new construction in the area described as Area V of the Southside Area Neighborhood Plan.**

At approximately 8:01 p.m., Mayor Berry opened the Public Hearing.

George Dresser, 501 Fairview, spoke in favor of the item, stating it is a reasonable compromise. This is a logical next step to move forward with the Southside Neighborhood Plan.

There being no further comments, the Public Hearing was closed at 8:02 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Schultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2012-3458, amending Chapter 12, "Unified Development Ordinance," Article 5, "District Purpose Statement and Supplemental Standards," Article 7, "General Development Standards," and Article 8, "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas related to platting and replatting in older residential subdivisions not designated as Neighborhood Conservation in the City's Comprehensive Plan; and minimum parking requirements for new construction in the area described as Area V of the Southside Area Neighborhood Plan. The motion carried unanimously.

**4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3459, 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 from 0 Office, R-2 Duplex Residential, and C-3 Light Commercial to GC General Commercial for approximately 1.1 acres located at 303 A & 303 B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street.**

At approximately 8:14 p.m., Mayor Berry opened the Public Hearing.

Chuck Ellison, 2902 Camille Drive, representing the applicant in the re-zoning request, stated this project began over four years ago. The applicant began meeting with City two years ago when they opened for business. They have been working with staff for a few months regarding this request.

There being no further comments, the Public Hearing was closed at 8:16 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2012-3459, 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 from 0 Office,

R-2 Duplex Residential, and C-3 Light Commercial to GC General Commercial for approximately 1.1 acres located at 303 A & 303 B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street. The motion carried unanimously.

**5. Public Hearing, presentation, and discussion on the creation of Reinvestment Zone #17; and, discussion of a Draft Ordinance creating Reinvestment Zone # 17 for commercial tax abatement in the College Station Medical District.**

At approximately 8:21 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:22 p.m.

No action was taken.

**6. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:23 p.m. on Thursday, November 8, 2012.

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

ATTEST:

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

**November 19, 2012**  
**Consent Agenda Item No. 2b**  
**Affiliate Funding and Annual Program and Marketing Funding Agreement**  
**with Arts Council of the Brazos Valley**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for FY13 in the amount of \$266,648 for Affiliate funding and Annual Program and Marketing funding.

**Recommendation(s):** Staff recommends approval of the Arts Council budget and the Affiliate and Annual Program and Marketing funding agreement for FY13.

**Summary:** As part of the 2012-2013 budget process, the City Council approved total funding for the Arts Council of the Brazos Valley from the Hotel Tax Fund in the amount of \$300,000 to be used for Affiliate funding and Annual Program and Marketing funding administered by the Arts Council. Upon further review, it was determined that two of the Agencies that were recommended for funding by the Arts Council through the Affiliate funding process were also approved to receive direct funding through the City's FY13 Outside Agency funding process. The Brazos Valley Veterans Memorial was recommended by the Arts Council for \$13,500 in affiliate funding and the George Bush Presidential Library Foundation was recommended by the Arts Council for \$19,852 in affiliate funding. These agencies were also approved for direct Outside Agency funding from the City in the amounts of \$25,000 and \$50,000, respectively. As the outside agency funding agreements and policy limit agencies to receiving funding from only one source, the above amounts requested from the Arts Council, totaling \$33,352, have been removed from the Arts Council Affiliate Funding Agreement and have been added to the individual agency funding agreements. This item authorizes the distribution of the remaining \$266,648 to the Arts Council for Affiliate funding and Annual Program and Marketing funding.

As part of the 2012-2013 budget process the City Council also approved \$100,000 from the General Fund for operations and maintenance of the Arts Council.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2012-2013 Hotel Tax Fund Budget in the amount of \$266,648. The total of this amount is to be used to fund Arts Council Affiliates and Annual Program and Marketing administered by the Arts Council. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue.

**Attachments:**

1. Arts Council of the Brazos Valley Budget (Available in the City Secretary's Office)
2. Arts Council of the Brazos Valley Affiliate and Annual Program and Marketing Funding Agreement (Available in the City Secretary's Office)
3. Arts Council Affiliate Funding Memorandum



To: David Neeley, City Manager  
From: Jeff Kersten, Executive Director Business Services  
Date: November 8, 2012  
Subject: FY13 Arts Council Affiliate Funding

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As part of the FY13 Budget Process, Council approved funding in the amount of \$255,000 from the Hotel Tax Fund for Arts Council of Brazos Valley (ACBV) Affiliates. These funds are distributed by the Arts Council through a process set in place by its Annual Program and Marketing Grant Selection Committee which meets during the month of August. The ACBV grant program is designed to provide its Affiliate organizations with financial support for projects that make a significant contribution toward the promotion of arts and culture in the Brazos Valley and directly enhance and promote tourism and the convention & hotel industry. For FY13 a total of 18 Affiliates submitted grant applications, requesting a total of \$365,702 in funding. These grant applications were reviewed by a Grant Review Panel that consisted of ACBV Staff, City of College Station citizens at large, Hotel & Convention industry professionals, and City of College Station staff.

Each affiliate grant application was scored by the Grant Review panel based upon the Hotel Impact, Artistic and Program Merit, Capability, Fiscal Need & Health, and Support of the Mission of the Arts Council demonstrated by the application. Upon reviewing and scoring the applications, the Grant Review Panel made funding recommendations for each application and submitted those recommendations to the Arts Council Board of Directors for approval and recommendation to the City of College Station. On September 4, 2011 the ACBV Board approved the recommendations that a total of \$255,000 in approved funding be awarded.

Upon further review, it was determined that two of the Agencies that were recommended for funding by the Arts Council through the Affiliate funding process, were also approved to receive direct funding through the City's FY13 outside agency funding process. The Brazos Valley Veterans Memorial was recommended by the Arts Council for \$13,500 in affiliate funding and the George Bush Presidential Library Foundation was recommended by the Arts Council for \$19,852 in affiliate funding. These agencies were also approved for direct outside agency funding from the City in the amounts of \$25,000 and \$50,000, respectively. As the outside agency funding agreements and policy limit agencies to receiving funding from only one source, the above amounts requested from the Arts Council, totaling \$33,352, have been removed from the Arts Council Affiliate Funding Agreement and have been added to the individual agency funding agreements.

The following is a brief overview of each Affiliate and the grant amount recommended for funding through the Arts Council for FY13.

**Brazos Dance Collective – FY13 Grant Amount \$6,000; FY12 Grant Amount \$4,500**

The Brazos Dance Collective presents and promotes contemporary dance through performances, demonstrations, classes, and workshops. Funding will be used for the Brazos Contemporary Dance Festival and a Master Class and Composition Workshop. Each of these are multi-day events and it is estimated that 30-50% of attendees will be from outside of the Brazos Valley.

**Brazos Valley African American Museum – FY13 Grant Amount \$3,000; No Grant Request or Award in FY12**

The Brazos Valley African American Museum hosts events and exhibits that provide opportunities to learn more about African American culture and history. Funding will be used to host a meet and greet event in

association with the Blues Festival and Juneteenth celebration, as well as to create and market a lecture series in conjunction with some of the more high-profile exhibits displayed by the museum.

**Brazos Valley Chorale – FY13 Grant Amount \$8,000; FY12 Grant Amount \$8,000**

The Brazos Valley Chorale hosts a series of unique choral experiences, including a Pops dinner concert at the Hilton Hotel that is attended by approximately 300 people. Additionally, funding will also be used by the Chorale for marketing in the Brazos Valley Travel Guide that will promote local cultural and tourism opportunities for visitors to College Station.

**Brazos Valley Friends of Chamber Music – FY13 Grant Amount \$6,000; FY12 Grant Amount \$3,500**

The Friends of Chamber Music provides free concerts and presentations of traditional and contemporary chamber music. Live performances are attended by approximately 2,400 people and many performances are rebroadcast by KAMU. Attendances are expected to increase with one main event, the Los Angeles Guitar Quintet, scheduled for Rudder Theatre. Organization is working with local hotels to set up room blocks for performers and musicians attending concerts from out of town.

**Brazos Valley Museum of Natural History – FY13 Grant Amount \$30,000; FY12 Grant Amount \$29,000**

The Brazos Valley Museum of Natural History promotes natural and cultural history through the presentation of exhibits, educational programs, and preserving cultural artifact and natural specimen collections. Approximately 41% of the Museum's 25,000 annual visitors are from outside the Bryan/College Station area, and 22.6% stayed in area hotels during their visit. In addition to supporting exhibits, funds will be used for advertising in the Brazos Valley Travel Guide, Texas Monthly, Texas Runner and Triathlete Magazine Guide and Brazos Family Magazine for advertisements related to Boonville Days, the 4<sup>th</sup> Annual Buffalo Stampede Half-marathon & 5K Race, and other museum events and exhibits.

**Brazos Valley Symphony Society – FY13 Grant Amount \$31,324; FY12 Grant Amount \$25,000**

The Brazos Valley Symphony Society maintains a symphony of high artistic standards and promotes the musical arts for cultural and educational purposes. The Symphony Society will host nine (9) programs and events in FY13, impacting approximately 21,000 people. Included is the 10<sup>th</sup> Annual Derby Day Fundraiser, which will be hosted at the Hilton hotel as well as a performance at the Noon Lions Club's Independence Day Celebration at the George Bush Presidential Library.

**Brazos Valley T.R.O.U.P.E. – FY13 Grant Amount \$15,000; FY12 Grant Amount \$21,000**

The Brazos Valley T.R.O.U.P.E. (Texas Repertory Of Unique Performing Arts & Entertainment) provides a variety of artistic entertainment including improvisation shows, musicals, revues, and concerts involving youth. Included in its programs for FY12 is a special improv conference that will include youth and their families from all over the state as well as an event that will be held at a local hotel.

**Brazos Valley Worldfest – FY13 Grant Amount \$20,000; FY12 Grant Amount \$15,000**

Brazos Valley Worldfest is a two day festival celebrating international awareness by offering cultural displays, demonstrations, international cuisine, performances, children's crafts, educational competitions and many other activities. Anticipated attendance this year is between 10,000-11,000 total for both days. Funds will be used for acquiring performers for the event as well as targeted marketing outside of the College Station area through avenues such as Texas Monthly magazine and Suddenlink media stations throughout other parts of the state.

**Brazos Writers – FY13 Grant Amount \$1,000; No Grant Request or Award in FY12**

The Brazos Writers is a non-profit organization for published and unpublished writers. Funding will be used to host several one-day workshops open to all ages and levels of experience. Specifically, workshops will focus on one theme or aspect of writing, including screen writing, crime writing and legal thrillers. Workshops will be marketed through local and nonlocal media outlets.

**KAMU-FM – FY13 Grant Amount \$32,000; FY12 Grant Amount \$30,000**

KAMU-FM provides informative, enlightening, and cultural programming to Central Texas, North Texas, and beyond by providing news, public affairs programs and a variety of locally and nationally produced musical programs. KAMU-FM promotes local arts events and programs through its Brazos Arts segment as well as the Brazos Valley Concert Series which features concerts by various musical groups in the area. KAMU-FM reaches approximately 350,000 people within 75-mile radius, and through its partnership with KTRL-FM in Stephenville that reaches western portions of the Fort Worth area. Programming and area advertising is also streamed online.

**Mic Check – FY13 Grant Amount \$4,000; No Grant Request or Award in FY12**

Mic Check is a charitable arts group that helps connect an active community of readers, writers, and critics of contemporary, experimental, avant-garde, and neglected poetry to the general public. Funding will be used to market and host the 2012 Texas Grand Slam Poetry Festival whose participants and attendees are anticipated to stay in College Station area hotels.

**MSC Forsyth Center Galleries – FY13 Grant Amount \$20,000; No Grant Request or Award in FY12**

The MSC Forsyth Gallery provides lectures, tours, cultural trips, workshops, demonstrations, hands-on art activities and other events related to the visual arts. Funding will be used solely for marketing efforts in various traditional media resources including the OPAS Playbill, Aggieland Visitors Guide, The Battalion, Maroon Weekly, The Eagle and the AboutTown Press. The gallery also intends to extend marketing efforts to attract fans and visitors from schools in the SEC Athletic Conference.

**StageCenter – FY13 Grant Amount \$15,000; FY12 Grant Amount \$12,500**

StageCenter enriches the cultural base of the Brazos Valley by providing professional-quality live theatre. Approximately 3,500 patrons are expected for performances in FY13, with approximately 25% visiting from outside of the College Station area. Funds will be used to produce and promote six (6) unique shows and two Murder Mystery Dinner Theater events to potential patrons outside of the Brazos Valley.

**The Children’s Museum of the Brazos Valley – FY13 Grant Amount \$4,000; FY12 Grant Amount \$10,000**

The Children’s Museum of the Brazos Valley provides a child-centered, hands-on, interactive environment for learning and discovery. FY13 grant funds will be used for promotional expenses related to the Museum’s Daddy Daughter Dance (held at the College Station Hilton) and to promote SEC Aggie Game Days, which is a drop off program for children of local and out-of-town visitors during Texas A&M home football games.

**Theatre Company of B/CS – FY13 Grant Amount \$26,324; FY12 Grant Amount \$25,000**

The Theatre Company presents high-quality musical productions that are suitable for family audiences. Approximately 13,000 people are anticipated to attend Theatre Company performances in FY13, including individuals from 100 different cities in 10 different states. The organization is working with various hotels and the CVB to offer “stay & play” packages through their website and various other CVBs throughout Texas. Additionally, the Theatre Company has joined the Texas Non-Profit Theatre Association and the American Association of Community Theatres in an effort to draw patrons from communities outside the Brazos Valley.

Affiliates will be required to submit quarterly reports to the City through the ACBV. Information that will be included on the reports includes financial information about the Affiliate as well as information regarding the number of attendees at the Affiliate’s performances, the number of hotel stays generated by the Affiliate’s attendees, and marketing efforts utilized by the Affiliate to bring guests from outside the Brazos Valley to their programs.

As stated in the introduction above, funding for the following agencies was recommended by the Arts Council, but upon further review, it was determined that these agencies were also approved to receive direct funding through the City’s FY13 outside agency funding process. As the outside agency funding agreements and policy limit agencies to receiving funding from only one source, the amounts

recommended by the Arts Council have been removed from the Arts Council Affiliate Funding Agreement and have been added to the individual agency funding agreements.

**Brazos Valley Veterans Memorial – FY13 Recommended Grant Amount \$13,500 (to be included in Brazos Valley Veterans Memorial Funding Agreement)**

The Brazos Valley Veterans Memorial serves as a major educational pathway for the interpretation of the significant contributions of veterans throughout American History. Funding will be used exclusively for marketing efforts to further promote the Brazos Valley Veterans Memorial, the Wall of Honor, and the Lynn Stuart Pathway, including print advertising in newspapers and magazines in selected SEC school areas and cities with large Aggie populations.

**George Bush Library – FY13 Recommended Grant Amount \$19,852 (to be included in George Bush Library Funding Agreement)**

The George Bush Library is using funds in the 1<sup>st</sup> quarter of FY13 for a digital billboard in the Memorial Hospital/CityCentre area of Houston that will promote the library and museum while driving visitors to the Convention and Visitor's Bureau (CVB) website to book hotel rooms or conventions. Advertisements will also be placed in several new media markets to target general Texas tourism as well as new visitors affiliated with SEC schools.

**November 19, 2012**  
**Consent Agenda Item No. 2c**  
**Budget Approval and Funding Agreement with**  
**The George Bush Presidential Library Foundation**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director, Business Services

**Agenda Caption:** Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY13 in the amount of \$69,852.

**Recommendation(s):** Staff recommends approval of the George Bush Presidential Library Foundation budget and the funding agreement for FY13.

**Summary:** As part of the 2012-2013 budget process the City Council approved funding for the George Bush Presidential Library Foundation in the amount of \$50,000. As outlined in the funding agreement, these funds will be used for marketing and promotional programs directly associated with the promotion of tourism and the hotel industry in College Station. In addition, \$19,852 has been included in the agreement for marketing efforts that target visitors from outside the Brazos Valley, primarily impacting publications in the southeastern United States that circulate in the vicinity of other Southeastern Conference institutions. These funds were originally requested from the Arts Council of the Brazos Valley as part of the Affiliate funding process. As the outside agency funding agreements and policy limit agencies to receiving funding from only one source, the amount requested from the Arts Council has been removed from the Arts Council Affiliate Funding Agreement and added to this funding agreement.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2012-2013 Hotel Tax Fund budget in the amount of \$69,852. State law requires that the City Council approve the budget of any organization that is to be funded through Hotel Tax funds.

**Attachments:**

1. George Bush Presidential Library Foundation Proposed Budget (Available in City Secretary's Office)
2. George Bush Presidential Library Foundation Funding Agreement (Available in City Secretary's Office)

**November 19, 2012**  
**Consent Agenda Item No. 2d**  
**Budget Approval and Funding Agreement with**  
**the Brazos Valley Bowl Association**

**To:** David Neeley, City Manager

**From:** Frank Simpson, Deputy City Manager

**Agenda Caption:** Presentation, possible action, and discussion on approving the budget of the Brazos Valley Bowl; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Brazos Valley Bowl Association for FY13 in the amount of \$25,000. ***(This item is also on workshop agenda item #8).***

**Recommendation(s):** Staff recommends approval of the Brazos Valley Bowl Association budget and funding agreement for FY13.

**Summary:** In August 2011, Blinn College began working with the Bryan-College Station Convention and Visitors Bureau on a proposal to bring an annual National Junior College Athletic Association (NJCAA) Football Bowl Game to the community beginning in December 2012. The group met with Texas A&M officials and secured approval to use Kyle Field as the host facility for the 2012 event.

On November 10, 2011 Council received a Workshop presentation on this item, and on December 8, 2011 Council authorized the commitment of \$25,000 from Hotel Occupancy Tax funds in the event that the community was awarded a NJCAA Bowl Game. In April 2012, the NJCAA approved a junior college football bowl game to be hosted in College Station, and the first-ever "Brazos Valley Bowl presented by Blinn College" was created.

**Budget & Financial Summary:** Funding for this agreement is proposed to come from the Hotel Tax Fund. The budget for the funding agreement was not included in the FY13 Approved Budget as the final details of the agreement were not known at the time the budget was developed. Budget for this funding agreement in the amount of \$25,000 will be included on an upcoming FY13 budget amendment. State law also requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

**Attachments:**

1. Brazos Valley Bowl FY13 Budget (Available in City Secretary's Office)
2. Brazos Valley Bowl FY13 HOT Funding Agreement (Available in City Secretary's Office)

**November 19, 2012**  
**Consent Agenda Item No. 2e**  
**Budget Approval and Funding Agreement with**  
**The Memorial for all Veterans of the Brazos Valley**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director, Business Services

**Agenda Caption:** Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY13 in the amount of \$38,500.

**Recommendation(s):** Staff recommends approval of the Memorial for all Veterans of the Brazos Valley budget and the funding agreement for FY13.

**Summary:** As part of the 2012-2013 budget process the City Council approved funding for the Memorial for all Veterans of the Brazos Valley in the amount of \$25,000. As outlined in the funding agreement, this will be used for the funding and design of a Vietnam War Memorial along the Lynn Stuart Pathway at Veterans Park. In addition, \$13,500 has been included in the agreement for marketing efforts to promote the Brazos Valley Veterans Memorial, the Wall of Honor, and the Lynn Stuart Pathway. These funds were originally requested from the Arts Council of the Brazos Valley as part of the Affiliate funding process. As the outside agency funding agreements and policy limit agencies to receiving funding from only one source, the amount requested from the Arts Council has been removed from the Arts Council Affiliate Funding Agreement and added to this funding agreement.

**Budget & Financial Summary:** The funds for this agreement are available in the Fiscal Year 2013 Hotel Tax Fund Budget. A total of \$25,000 is to be used for the funding and design of a Vietnam War Memorial at Veterans Park which is directly associated with the promotion of tourism and historic preservation in the City of College Station. A total of \$13,500 is to be used for marketing efforts to market and promote the Brazos Valley Veterans Memorial and Lynn Stuart Pathway. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

**Attachments:**

1. The Memorial for all Veterans of the Brazos Valley FY13 Budget (Available in City Secretary's Office)
2. The Memorial for all Veterans of the Brazos Valley FY13 Funding Agreement (Available in City Secretary's Office)

**November 19, 2012**  
**Consent Agenda Item No. 2f**  
**Asset Forfeiture Audit Reporting Form**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval of the FY 12 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.

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

**Recommendation(s):** Acceptance of Report

**Summary:** All law enforcement agencies who receive proceeds or property under Chapter 59 of the Code of Criminal Procedures – Forfeiture of Contraband, shall account for the seizure, forfeiture, receipt, and specific expenditure of all such proceeds and property in an audit, which is to be performed annually by the commissioners court or governing body of a municipality, as appropriate. The annual period of the audit for a law enforcement agency is the fiscal year of the municipality. The audit shall be completed on a form provided by the Attorney General. Certified copies of the audit shall be delivered by the law enforcement agency to the Comptroller's office and the Attorney General no later than the 60<sup>th</sup> day after the date on which the annual period that is the subject of the audit ends.

This audit and subsequent report did not reveal any areas of concern and is submitted as an administrative requirement by the State.

**Budget & Financial Summary:** Separate seizure fund. There is no impact upon the General Fund.

**Attachments:**

1. FY 2012 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency

**FY 2012  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY**

Agency Name: <u>College Station P.D.</u>	Reporting Period: (local fiscal year)	<u>10/01/11 - 09/30/12</u>
Name of Agency Head (Chief, Sheriff etc.) (Printed) <u>Chief Jeff Capps</u>	example:	01/01/12 to 12/31/12, 09/01/11 to 08/31/12 etc.
Agency Mailing Address: <u>P.O. Box 9960</u> <u>College Station, TX 77842</u>		
Phone Number: <u>(979) 764-3605</u>		
County: <u>Brazos</u>		
Email Address: <u>bnorris@cstx.gov</u>	This should be a permanent agency email address	

**NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.**

**I. SEIZED FUNDS (Funds that have been seized, but have not yet been awarded to your agency by the judicial system)**

A) Beginning Balance: <b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.	\$ 0
B) Ending Balance: <b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at end of reporting period. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	\$ 0

**II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)**

A) Beginning Balance: <b>Instructions:</b> Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$68,102.65
B) Ending Balance: <b>Instructions:</b> Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$94,773.76

**III. SEIZURES DURING REPORTING PERIOD**

A) Funds:	
<b>Instructions:</b> Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency. (e.g. seizing officer's affidavit).	
1) Amount seized and retained in your agency's custody:	\$ 0
2) Amount seized and transferred to the District Attorney pending forfeiture:	\$16,728
B) Property:	
<b>Instructions:</b> List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency.	

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited.	SEIZED	FORFEITED TO AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	5	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	1	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	4	1
5) Other Property -Description: <u>safes</u>	2	0
6) Other Property -Description: <u>surveillance system</u>	1	0
7) Other Property -Description: _____		

**IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD**

Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: <b>Instructions:</b> Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	\$ 56,756.61
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**V. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	0
B) Real Property (the number of separate parcels of property, not a currency amount):	0
C) Computers (the number of computers, not a currency amount):	0
D) Firearms (the number of firearms, not a currency amount):	0
E) Other (the number of items, not a currency amount):	0

**VI. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
B)	Real Property (the number of separate parcels of property, not a currency amount):	0
C)	Computers (the number of computers, not a currency amount):	0
D)	Firearms ( the number of firearms, not a currency amount):	0
E)	Other (the number of items, not a currency amount):	0

**VII.**

**EXPENDITURES**

**Instructions:** This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

<b>A)</b>	<b>SALARIES</b>	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$ 0
2.	Salary Budgeted Solely From Forfeited Funds:	\$ 0
3.	Number of Employees Paid Using Forfeiture Funds:	NA
<b>TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:</b>		<b>\$ 0</b>
<b>B)</b>	<b>OVERTIME</b>	
1.	For Employees Budgeted by Governing Body:	\$0
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$0
3.	Number of Employees Paid Using Forfeiture Funds:	NA
<b>TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:</b>		<b>\$ 0</b>
<b>C)</b>	<b>EQUIPMENT</b>	
1.	Vehicles:	\$0
2.	Computers:	\$1,740.49
3.	Firearms, Vests, Personal Equipment:	\$19,520.39
4.	Furniture:	\$0
5.	Software:	\$0
6.	Maintenance Costs:	\$170.75
7.	Uniforms:	\$0
8.	K9 Related Costs:	\$0
9.	Other (Provide Detail on Additional Sheet):	\$5,969.41
<b>TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:</b>		<b>\$27,401.04</b>

<b>D) SUPPLIES</b>	
1. Office Supplies:	\$ 0
2. Cellular Air Time :	\$0
3. Internet:	\$0
4. Other (Provide Detail on Additional Sheet) :	\$0
<b>TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:</b>	
	\$ 0

<b>E) TRAVEL</b>	
1. In State Travel	
a) Transportation:	\$ 0
b) Meals & Lodging:	\$0
c) Mileage:	\$0
d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$0
Total In State Travel	\$0
2. Out of State Travel	
a) Transportation:	\$ 0
b) Meals & Lodging:	\$0
c) Mileage:	\$0
d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$0
Total Out of State Travel	\$0
<b>TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:</b>	
	\$ 0

<b>F) TRAINING</b>	
1. Fees (Conferences, Seminars):	\$0
2. Materials (Books, CDs, Videos, etc.):	\$0
3. Other (Provide Detail on Additional Sheet):	\$0
<b>TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS</b>	
	\$ 0

<b>G) INVESTIGATIVE COSTS</b>	
1. Informant Costs:	\$ 0
2. Buy Money:	\$3,000
3. Lab Expenses:	\$0

4. Other (Provide Detail on Additional Sheet) :	\$ 0
<b>TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>	<b>\$ 3,000</b>
<b>H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE</b>	
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (i), (j)):	\$ 0
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$ 0
<b>TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (i), (j), (n), (o)):</b>	<b>\$ 0</b>
<b>I) FACILITY COSTS</b>	
1. Building Purchase:	\$ 0
2. Lease Payments:	\$ 0
3. Remodeling:	\$ 0
4. Maintenance Costs:	\$ 0
5. Utilities:	\$ 0
6. Other (Provide Detail on Additional Sheet):	\$ 0
<b>TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>	<b>\$ 0</b>
<b>J) MISCELLANEOUS FEES</b>	
1. Court Costs:	\$ 0
2. Filing Fees:	\$ 0
3. Insurance:	\$ 0
4. Witness Fees:	\$ 0
5. Audit Costs and Fees:	\$ 0
6. Other (Provide Detail on Additional Sheet):	\$ 0
<b>TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:</b>	<b>\$ 0</b>
<b>K) PAID TO OR SHARED WITH COOPERATING AGENCY:</b>	<b>\$ 0</b>
<b>L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):</b>	<b>\$ 0</b>
<b>M) TOTAL EXPENDITURES:</b>	<b>\$ 30,401.34</b>

C. Equipment Purchased

9. Other

Surveillance Equipment	\$4,798.71
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Traffic Safety Equipment	\$1,170.70
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**NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.**

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY  
MANAGER

(Printed Name):

SIGNATURE:

DATE:

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

Jeff Capps

SIGNATURE:

Brandy Harris, Asst. Chief for Chief Jeff Capps

DATE:

11/01/12

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
[kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.**

**November 19, 2012**  
**Consent Agenda Item No. 2g**  
**Police Motorcycle Purchase**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the purchase of five (5) Police motorcycles from Independence Harley Davidson (College Station, TX) for the amount of \$88,738.90 and the trade-in of six (6) existing 2010 Police Edition motorcycles for \$8,000 each. (Bid No. 13-005)

**Relationship to Strategic Goals:** Core Services and Infrastructure

**Recommendation(s):** Recommend award to the lowest, responsible bidder meeting specifications, Independence Harley Davidson of College Station and acceptance of the trade offer on the six retired 2010 model motorcycles.

**Summary:** This purchase is to replace five (5) Harley Davidson police motorcycles which have been purchased on a three-year cycle. We received only one bid from Independence Harley Davidson/Buell of College Station, TX. Independence Harley Davidson/Buell of College Station performs all mechanical maintenance at their local dealership. Independence has also offered to take our 2010 motorcycles in trade, at \$8000 each. This will significantly reduce staff's time and costs associated with selling these motorcycles through a municipal or private auction company.

**Budget & Financial Summary:** The purchase of these motorcycles will be funded out of the Equipment Replacement Fund. The total purchase amount of \$88,738.90 includes five (5) 2013 motorcycles and costs associated with: the installation of City-owned equipment, the provision and installation of Harley Davidson equipment and an optional one-year extended service plan. As part of the bid, Independence Harley Davidson / Buell of College Station has agreed to \$8,000 trade-in allowance for six (6) 2010 Harley Davidson police motorcycles for a total of \$48,000.

Contingent upon City Council approval of the purchase of the motorcycles and trade in agreement, additional purchases, totaling approximately \$22,902, will also be required to complete the customization of each unit for law enforcement use. Approximately \$4,750 will be for purchases with various vendors for miscellaneous accessories and services and \$18,152 will be for law enforcement equipment (sirens, lights, speakers, etc.) that will be purchased from G.T Distributors through the Buy board Purchasing Cooperative (Contract #363-10).

\$116,000 was included in the FY13 Approved Budget for the purchase of four (4) motorcycles. The total purchase of five (5) motorcycles and associated equipment is \$111,640.85. Due to the favorable bids received, the Police Department is able to purchase five motorcycles within the amount budgeted for the purchase of four. All five motorcycles are due for replacement.

**Attachments:**

- 1.) Bid Tabulation Sheet



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-005**  
**"Purchase of Five (5) Police Motorcycles"**  
**Open Date: Monday, October 22, 2012 @ 2:00 p.m.**

				Independence Harley Davidson (College Station, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
1	5	EA	2013 Harley Davidson Road King Motorcycle or Equal	\$14,331.08	\$71,655.40
2	5	EA	Cost to install City-owned equipment	\$990.00	\$4,950.00
3	5	EA	Cost to provide/install miscellaneous equipment	\$1,706.70	\$8,533.50
<b>TOTAL BASE BID</b>				<b>\$85,138.90</b>	
<b>ADD/DEDUCT BID ITEMS</b>					
A.1	5	EA	Add: Additional one-year extended warranty	\$720.00	\$3,600.00
A.2	5	EA	Deduct: Guaranteed repurchase price for the 2013 motorcycles at the end of three (3) years	\$8,000.00	\$40,000.00
A.3	6	EA	Deduct: Trade-in price for six (6) existing 2010 Harley Davidson Road King motorcycles	\$8,000.00	\$48,000.00

**November 19, 2012**  
**Consent Agenda Item No. 2h**  
**Interlocal Agreement for Emergency Medical Ambulance Service to Brazos County**

**To:** David Neeley, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2013 at \$161,648.

**Relationship to Strategic Goals:** Financially Sustainable City, Core Services and Infrastructure.

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

**Summary:** The City of College Station currently provides Emergency Medical Ambulance Service to emergencies in Brazos County. The new established amount of \$161,648 will be paid in quarterly installments of \$40,412. The new established annual fee for 2013 will represent a collection rate of 100% cost recovery for the Emergency Medical calls that we respond to in Brazos County in accordance with our current fee schedule. This amount represents a decrease of \$54,582 from the FY 2011 amount of \$216,230. This decrease is a result of the fact that there were less emergency medical calls in Brazos County from the previous year and increased collections for Emergency Medical calls.

A meeting was recently conducted with newly appointed Bryan Fire Chief Randy McGregor, Fire Chief R.B. Alley and Brazos County Judge Duane Peters to establish the 2013 annual fee.

**Budget & Financial Summary:** Brazos County will pay the City of College Station \$161,648 to provide Emergency Medical Services to the county for FY 2013.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

- Resolution
- Interlocal Agreement
- Response Map Exhibit A

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

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

**WHEREAS**, the City Council of the City of College Station, Texas recognizes its obligation and desire to protect the health, safety, and welfare of its population, which is situated in Brazos County; and

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

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

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

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

**PART 1:** That the City Council hereby approves the Interlocal Agreement for Emergency Medical Ambulance Service with the City of Bryan and Brazos County for the annual fee of \$161,648 for FY 2013. Future fees will be established as outlined in the agreement.

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

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

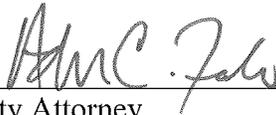
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**INTERLOCAL AGREEMENT  
EMERGENCY MEDICAL AMBULANCE SERVICE**

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

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

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

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

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

**SCOPE**

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station. (See Exhibit “A,” an attachment map of the Automatic Mutual Aid Response Districts indicating the corporation limits of each city as updated on or after 2005).
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.
3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.
4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A “run” is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).

**PAYMENTS**

5. Brazos County shall pay Bryan and College Station the following amounts for such Emergency Medical Ambulance Services on a quarterly basis according to the following schedule, \$161,648 College Station + \$181,774 Bryan Annual Total:

FY 2013

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2012	October –December, 2012	\$45,443.50 (Bryan) \$40,412.00 (College Station)
January 2, 2013	January – March, 2013	\$45,443.50 (Bryan) \$40,412.00 (College Station)
April 1, 2013	April – June, 2013	\$45,443.50 (Bryan) \$40,412.00 (College Station)
July 1, 2013	July – September, 2013	\$45,443.50 (Bryan) \$40,412.00 (College Station)

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

**TERM AND TERMINATION**

8. This Agreement term shall be from October 1, 2012, and terminate at midnight on September 30, 2013. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.
9. This Agreement may be renewed for two (2) one year terms on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein, except the annual payment amount provided in Paragraph 5 of this Agreement may be modified as agreed to by the parties.

## NOTICES

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

Bryan: City of Bryan  
P.O. Box 1000  
Bryan, Texas. 77805  
Attn: Randy McGregor, Fire Chief

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

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

## DEFENSE OF CLAIMS

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

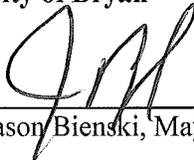
## MISCELLANEOUS

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

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

**NOW THEREFORE**, this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Bryan, College Station and Brazos County. This Agreement shall be effective when signed by the last party signing makes the Agreement fully executed.

**City of Bryan**

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

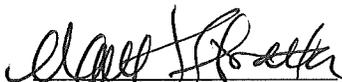
**City of College Station**

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

**Brazos County**

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

**ATTEST:**

  
 \_\_\_\_\_  
 Mary Lyne Stratta  
 City Secretary

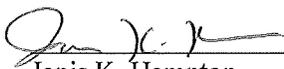
**ATTEST:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

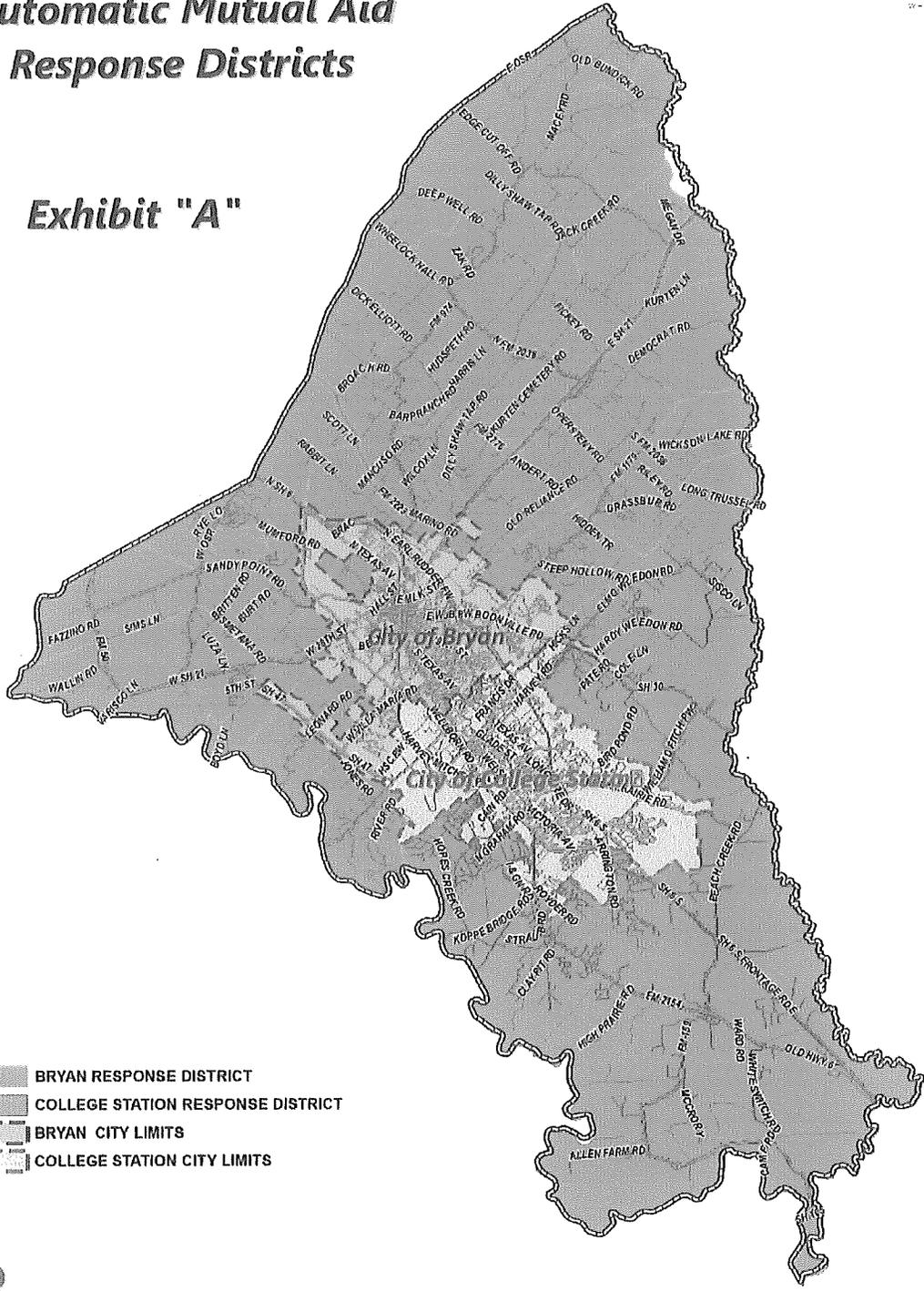
  
 on \_\_\_\_\_  
 Carla Robinson  
 City Attorney  
 College Station, Texas

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

# Automatic Mutual Aid Response Districts



## Exhibit "A"



- BRYAN RESPONSE DISTRICT
- COLLEGE STATION RESPONSE DISTRICT
- BRYAN CITY LIMITS
- COLLEGE STATION CITY LIMITS



**November 19, 2012**  
**Consent Agenda Item No. 2i**  
**Annual price agreement for the purchase of protective clothing.**

**To:** David Neeley, City Manager

**From:** R. B Alley III, Fire Chief

**Agenda Caption:** Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$60,375.00 for fire protective clothing.

**Relationship to Strategic Goals:** Core Services and Infrastructure.

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

**Summary:** Purchases will be made from Daco Fire through Buyboard Contract #363-10. Each product and service on the Buyboard has been carefully and competitively bid and awarded based on Texas Statutes by the Local Government Purchasing Cooperative. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

**Budget & Financial Summary:** Funds are budgeted for 35 replacement gear sets in the FY13 annual budget in accounts 001-4251-562-2550 and 001-4253-568-2550.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Daco fire equip quote
2. Resolution



**DACO FIRE EQUIPMENT**

201 AVE R  
 PO BOX 5006  
 LUBBOCK, TX 79408  
 Phone #            Fax #  
 806-763-0808    806-763-9151

# Estimate

Date	Estimate #
10/2/2012	919

<b>Name / Address</b>
COLLEGE STATION, CITY OF P.O. BOX 9960 COLLEGE STATION, TX 77842

<b>Ship To</b>
COLLEGE STAION FIRE DEPT. BEKIE CHARANZA 300 KRENEK TAP ROAD COLLEGE STATION, TX 77845

<b>Terms</b>	<b>Rep</b>	<b>FOB</b>
Net 30	LLF	

Item	Description	Qty	Rate	Total
LIOTLTM-32	LIBERTY COAT, 32"	35	1,023.00	35,805.00
LIOTLBM	LIBERTY PANT	35	702.00	24,570.00
	BUY BOARD CONTRACT # 363-10			
	PER TECHINCAL SPECS DATED 7-31-12, PBI MAX NATURAL OUTER SHELL, CROSSTECH BLACK MOISTURE BARRIER			
	PRICE INCLUDES FREIGHT			
	PRICING GOOD THROUGH 9-30-13			

<b>Subtotal</b>		\$60,375.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$60,375.00

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, FOR THE PURCHASE OF FIRE PROTECTIVE CLOTHING FROM DACO FIRE EQUIPMENT.**

WHEREAS, the City of College Station is responsible for response to emergencies in our community; and

WHEREAS, the College Station Fire Department is assigned the responsibility to respond to fires, hazardous materials releases and other emergencies in the community and an annual price agreement has been established with DACO Fire Equipment for the purchase of protective clothing for our emergency responders in the amount of \$60,375.00; and

WHEREAS, this purchase price is evaluated on an annual basis to meet the equipment needs of the fire department; now, therefore,

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

- PART 1:** That the City Council hereby approves the purchase with DACO Fire Equipment in the amount of \$60,375.00 for the purchase of fire protective clothing through Buyboard Contract #363-10.
- PART 2:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**November 19, 2012**  
**Consent Agenda Item No. 2j**  
**Annual Contract for Gasoline and Diesel Fuel**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion regarding approval of a contract renewal between the City of College Station and Brenco Marketing Corporation in the amount of \$1,650,000.00 for annual estimated purchases of gasoline and diesel fuel (Contract #10-054) and authorizing the City Manager to execute the contract renewal on behalf of the City Council.

**Relationship to Strategic Goals:** (Select all that apply)

1. Financially Sustainable City
2. Core Services and Infrastructure
3. Improving Transportation
4. Sustainable City

**Recommendation(s):** Staff recommends approval of the contract renewal and authorization for the City Manager to execute the contract renewal.

**Summary:** The contract has firm fixed prices for profit and delivery, allowing the City to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on historical annual fuel usage and expenses. Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Four (4) sealed bids were received and opened on July 20, 2009. Brenco Marketing Corporation's bid offered the best value meeting specifications.

This renewal agreement will allow the City to renew the agreement for a term of one year, December 20, 2012 through December 19, 2013. This is the third of four possible renewal terms available. Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

**Budget & Financial Summary:** Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used. This renewal is a 6.31% increase over the previous year.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Renewal Letter Acceptance

-----  
**RENEWAL ACCEPTANCE 3**

By signing herewith, I acknowledge and agree to renew contract #10-054,<sup>(a)</sup> an annual price contract for diesel fuel and gasoline for the amount of \$1,650,000.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 20, 2012 through December 19, 2013.

**BRENCO MARKETING CORP.**

  
Authorized Representative

10-30-12  
DATE

**CITY OF COLLEGE STATION**

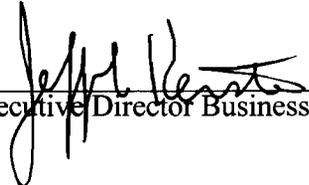
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

**APPROVED**

  
City Attorney

11-2-12  
DATE

  
Executive Director Business Services

11-9-12  
DATE

**November 19, 2012**  
**Consent Agenda Item No. 2k**  
**Interlocal Agreement with Robertson County**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding an Interlocal Agreement between the City of College Station and Robertson County for the sale of city surplus equipment in the amount of \$120,000.00.

**Relationship to Strategic Goals:** Financially Sustainable City

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

**Summary:** This agreement would authorize the City of College Station and Robertson County to enter into a mutually satisfactory agreement for the sale and purchase of an Entyre Variable Hopper Chip Spreader and a Ford Entyre Asphalt Spreader. The City wishes to sell this equipment and Robertson County wishes to buy the equipment.

Robertson County shall pay to College Station EIGHTY THOUSAND and NO/100 (\$80,000.00) for the purchase of the Entyre Variable Hopper Chip Spreader and FORTY THOUSAND and NO/100 (\$40,000.00) for the Ford Entyre Asphalt Spreader. The total amount of ONE HUNDRED TWENTY THOUSAND and NO/100 (\$120,000.00) will be paid to the City of College Station.

**Budget & Financial Summary:** No expenses will be incurred to approve the Interlocal Agreement. Proceeds from the sale of the equipment will be deposited into the City's Equipment Replacement Fund.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Interlocal Agreement between City of College Station and Robertson County

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION AND  
ROBERTSON COUNTY**

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies;

**WHEREAS**, the **City of College Station** (hereinafter referred to as “**College Station**”), and **Robertson County** (hereinafter referred to as “**Robertson County**”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services;

**WHEREAS**, **College Station** has an Entyre Variable Hopper Chip Spreader and a Ford Entyre Asphalt Spreader; and

**WHEREAS**, **Robertson County** is in need of a Chip Spreader and an Asphalt Spreader; and

**WHEREAS**, it is deemed in the best interest of the participating governments that said governments do enter into a mutually satisfactory agreement for the sale and purchase of the Entyre Variable Hopper Chip Spreader and a Ford Entyre Asphalt Spreader;

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

1. Within thirty (30) days of the effective date of this Agreement, **Robertson County** shall pay to **College Station** EIGHTY THOUSAND and NO/100 (\$80,000.00) for the purchase of the Entyre Variable Hopper Chip Spreader and FORTY THOUSAND and NO/100 (\$40,000.00) for the Ford Entyre Asphalt Spreader. The total amount of ONE HUNDRED TWENTY THOUSAND and NO/100 (\$120,000.00). Said amount shall come from the available current revenues of **Robertson County**.
2. **College Station** shall sell **Robertson County** the following equipment:  
one (1) 1999 Entyre Variable Hopper Chip Spreader (Identification No. K5708);  
one (1) 1997 Ford Entyre Asphalt Spreader (Identification No. 1FDXH81C8VVA07931);  
Upon receipt of said consideration, **College Station** shall prepare an Application for Title and Assignment of Title. After payment is received, **Robertson County** and **College Station** shall schedule a date and time convenient to both parties for a **Robertson County** representative to collect the equipment. Delivery will be F.O.B. College Station, Texas.

3. **Effective Date.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 4 or 5.
4. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
5. **Termination.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 9 herein.
6. **Hold Harmless.** College Station and Robertson County agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.
7. **Disclaimer of Warranty.** The sale and purchase of the Variable Hopper Chip Spreader and Ford Entyre Asphalt Spreader is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind. Robertson County understands and agrees that the goods are sold "as is."
8. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
9. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**Robertson County:** Robertson County  
Attn: Keith Petit  
P.O. Box 426  
Calvert, TX 77837  
(979)364-2832

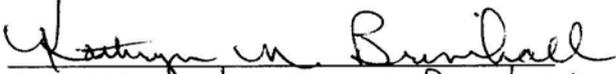
**College Station:** City of College Station, Department of Public Works  
Attn: Troy Pemberton, Fleet Superintendent  
2613 Texas Avenue  
P.O. Box 9960  
College Station, Texas 77842  
(979)764-3848

10. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
11. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
12. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
13. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
14. **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 corporations.
15. **Waiver.** Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
16. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
17. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
18. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**ROBERTSON COUNTY**

By:   
Printed Name: JAN A. ROE  
Title: COUNTY JUDGE  
Date: 10-22-12

ATTEST:

  
Printed Name: KATHRYN N. BEINHALL  
Title: County Clerk  
Date: 10-22-12

**CITY OF COLLEGE STATION**

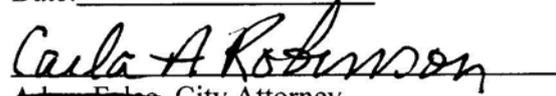
By: \_\_\_\_\_  
Nancy Berry, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary  
Date: \_\_\_\_\_

APPROVED:

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

  
~~Adam Falco~~, City Attorney  
Date: 11/13/12

\_\_\_\_\_  
Jeff Kersten, Executive Director, Business Services  
Date: \_\_\_\_\_

**November 19, 2012**  
**Consent Agenda Item No. 2L**  
**Purchase of Single Phase Transformers**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion on a bid award for the purchase of single phase pad-mounted distribution transformers maintained in inventory to KBS for a total of \$70,524.00.

**Relationship to Strategic Goals:** Core Services and Infrastructure

**Recommendation(s):** Recommend award to the lowest responsible bidder providing the best value to the City as follows:

Item 1:	KBS	\$29,700.00
Item 2:	KBS	\$19,512.00
Item 3:	KBS	\$21,312.00
<b>TOTAL</b>		<b>\$70,524.00</b>

**Summary:** Six (6) sealed competitive bids were received and opened on November 2, 2012. KBS was the lowest responsible bidder for all three bid items. Upon Council approval, purchase orders will be issued to the vendor recommended for award. The transformers will be placed and maintained in the electrical inventory and expensed as necessary.

**Budget & Financial Summary:** Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #13-014



City of College Station - Purchasing Division  
 Bid Tabulation for #13-014  
 "Purchase of Single Phase Transformers"  
 Open Date: Friday November 2, 2012 @ 2:00 p.m.

**ITEM NUMBER: 1**

**ITEM DESCRIPTION:** 25 KVA Padmount Transformer 240/120

**Order Quantity:** 20

**INVENTORY #:** 285-086-00031

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$1,900.00	\$38,000.00	\$2,382.06	7
HD Supply #2	Ermco	\$1,577.00	\$31,540.00	\$2,069.34	8-11
HD Supply #3	GE Prolec	\$1,526.00	\$30,520.00	\$2,008.06	8
KBS #1	Cooper	\$3,176.00	\$63,520.00	\$3,682.69	6-8
KBS #2	Ermco	\$1,485.00	\$29,700.00	\$1,977.34	8-10
Priester-Mell & Nicholson	Central Moloney	\$1,752.00	\$35,040.00	\$2,252.43	10-12
TEC #1	GE Prolec	\$1,855.00	\$37,100.00	\$2,337.06	8
TEC #2	Ermco	\$1,501.00	\$30,020.00	\$1,993.34	8-10
Techline	Howard	\$1,710.00	\$34,200.00	\$2,185.81	7-9
Wesco	ABB	\$1,815.00	\$36,300.00	\$2,286.13	8-10

winning bid



City of College Station - Purchasing Division  
 Bid Tabulation for #13-014  
 "Purchase of Single Phase Transformers"  
 Open Date: Friday November 2, 2012 @ 2:00 p.m.

**ITEM NUMBER: 2**

**ITEM DESCRIPTION:** 37.5 KVA Padmount Transformer 240/120

**Order Quantity:** 12

**INVENTORY #:** 285-086-00059

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$2,092.00	\$25,104.00	\$2,756.75	7
HD Supply #2	Ermco	\$1,699.00	\$20,388.00	\$2,367.48	8-11
HD Supply #3	GE Prolec	\$1,662.00	\$19,944.00	\$2,326.75	8
KBS #1	Cooper	\$3,394.00	\$40,728.00	\$4,088.39	6-8
KBS #2	Ermco	\$1,626.00	\$19,512.00	\$2,294.48	8-10
Priester-Mell & Nicholson	Central Moloney	\$1,936.00	\$23,232.00	\$2,601.09	10-12
TEC #1	GE Prolec	\$2,005.00	\$24,060.00	\$2,669.75	8
TEC #2	Ermco	\$1,645.00	\$19,740.00	\$2,313.48	8-10
Techline	Howard	\$1,974.00	\$23,688.00	\$2,628.16	7-9
Wesco	ABB	\$1,909.00	\$22,908.00	\$2,591.16	8-10

winning bid



City of College Station - Purchasing Division  
 Bid Tabulation for #13-014  
 "Purchase of Single Phase Transformers"  
 Open Date: Friday November 2, 2012 @ 2:00 p.m.

**ITEM NUMBER: 3**

**ITEM DESCRIPTION:** 50 KVA Padmount Transformer 240/120

**Order Quantity:** 12

**INVENTORY #:** 285-086-00032

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$2,117.00	\$25,404.00	\$2,951.09	7
HD Supply #2	Ermco	\$1,872.52	\$22,470.24	\$2,710.01	8-11
HD Supply #3	GE Prolec	\$1,799.00	\$21,588.00	\$2,633.09	8
KBS #1	Cooper	\$3,788.00	\$45,456.00	\$4,620.83	6-8
KBS #2	Ermco	\$1,776.00	\$21,312.00	\$2,613.49	8-10
Priester-Mell & Nicholson	Central Moloney	\$2,089.00	\$25,068.00	\$2,921.18	10-12
TEC #1	GE Prolec	\$2,115.00	\$0.00	\$2,949.09	8
TEC #2	Ermco	\$1,795.00	\$21,540.00	\$2,632.49	8-10
Techline	Howard	\$2,095.00	\$25,140.00	\$2,910.06	7-9
Wesco	ABB	\$2,161.00	\$25,932.00	\$2,999.72	8-10

winning bid



City of College Station - Purchasing Division  
 Bid Tabulation for #13-014  
 "Purchase of Single Phase Transformers"  
 Open Date: Friday November 2, 2012 @ 2:00 p.m.

**SUMMARY**

	<b>Vendor</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>Delivery</b>
<b>Item #1</b> <b>25 KVA Padmount Transformer 240/120</b> <b>Inventory #285-086-00031</b>	KBS	Ermco	20	\$1,485.00	\$29,700.00	8-10 weeks
<b>Item #2</b> <b>37.5 KVA Padmount Transformer 240/120</b> <b>Inventory #285-086-00059</b>	KBS	Ermco	12	\$1,626.00	\$19,512.00	8-10 weeks
<b>Item #3</b> <b>50 KVA Padmount Transformer 240/120</b> <b>Inventory #285-086-00032</b>	KBS	Ermco	12	\$1,776.00	\$21,312.00	8-10 weeks

**GRAND TOTAL**

**KBS \$70,524**

**November 19, 2012**  
**Consent Agenda Item No. 2m**  
**Project No. ST 1106**  
**State Highway 30/Copperfield Traffic Signal**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval of the construction contract (Contract 13-007) with Knife River in the amount of \$645,977.00, for the construction and installation of the State Highway 30/Copperfield Traffic Signal, and authorizing the City Manager to execute the contract on behalf of the City Council.

**Relationship to Strategic Goals:**

- Core Services and Infrastructure - Efficiently, effectively, and strategically placed and delivered core services and infrastructure that maintain citizens health, safety, and general welfare and enables the City's economic growth and physical development.
- Improving Mobility-Safe, efficient and well connected multi-modal transportation system designed to contribute to a high-quality of life and be sensitive to surrounding uses.

**Recommendation(s):** Staff recommends approval of the construction contract and authorizing the City Manager to execute the contract on behalf of the City Council.

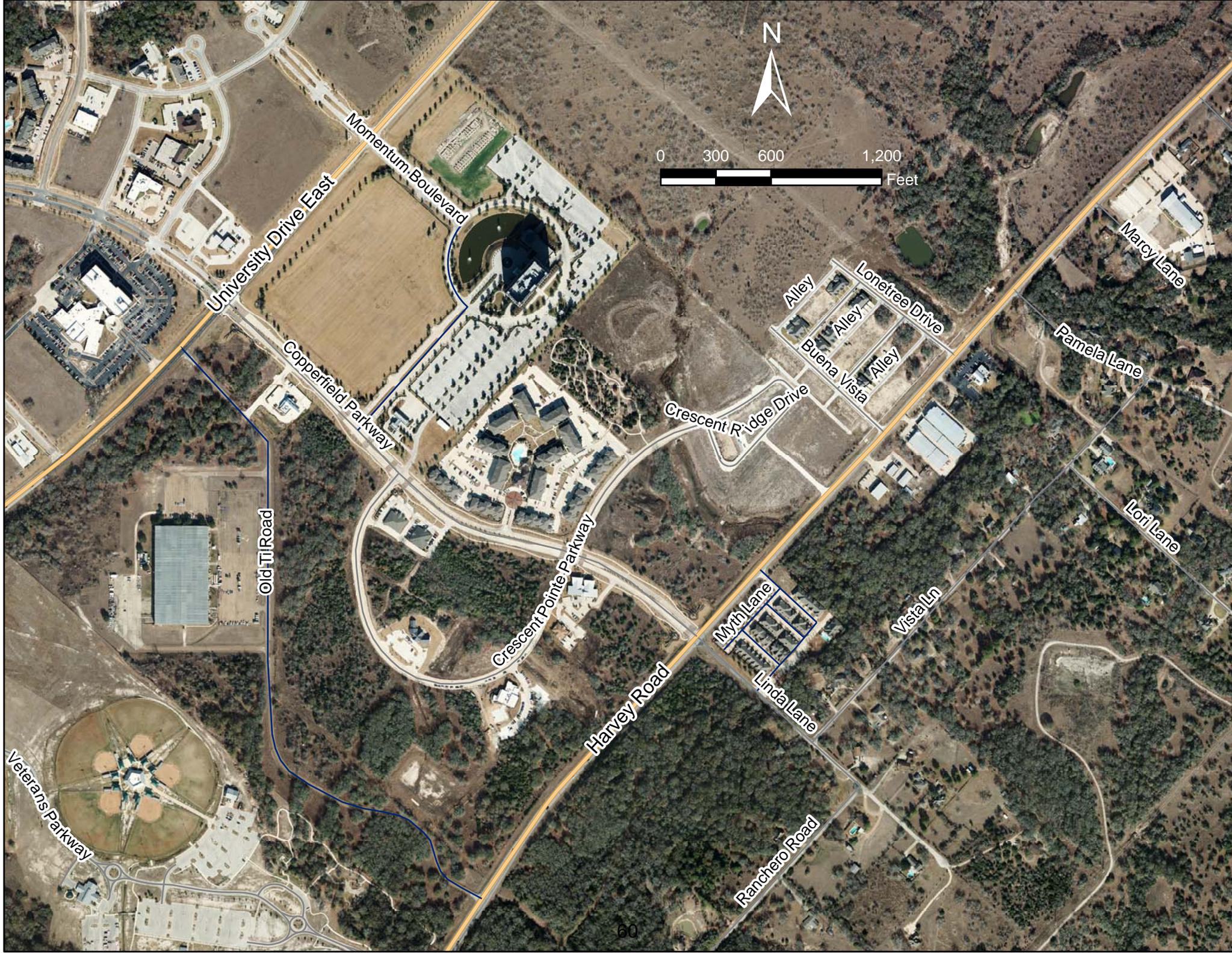
**Summary:** The intersection at State Highway 30 and Copperfield Parkway was studied in 2009 to determine the need for signalization and the results of that study confirmed the need for a traffic signal. This construction contract is for the installation of the traffic signal and the construction of the necessary widening of the pavement along State Highway 30 to accommodate the traffic signal and turn lanes.

**Budget & Financial Summary:** Funds in the amount of \$777,000 are budgeted for this project in the Streets Capital Projects Fund. Funds in the amount of \$65,984.00 have been expended or committed to date leaving \$711,016.00 for this contract and future expenses.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

- 1.) Construction Contract – On file in the City Secretary's Office
- 2.) Project Location Map



0 300 600 1,200 Feet

University Drive East  
Momentum Boulevard

Copperfield Parkway

Old TI Road

Crescent Pointe Parkway

Harvey Road

Crescent Ridge Drive

Alley  
Buena Vista  
Alley  
Alley  
Lonetree Drive

Myth Lane  
Linda Lane

Vista Ln

Pamela Lane

Marcy Lane

Lori Lane

Veterans Parkway

Ranchero Road

**November 19, 2012**  
**Consent Agenda Item No. 2n**  
**Real Estate Appraisal Services**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of four Master Agreements for Real Estate Appraisal Services: S.T. Lovett & Associates (Contract No. 13-040); Integra Realty Resources - Houston (Contract No. 13-041); Atrium Real Estate Services (Contract No. 13-042); Integra Realty Resources - Austin (Contract No. 13-043). Approval of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

**Relationship to Strategic Goals:** Core Services and Infrastructure – Plan for and invest in infrastructure, facilities, personnel, and equipment necessary to meet projected needs and opportunities.

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

**Summary:** Typical appraisal assignments include the appraisal of public utility easements; the appraisal of partial fee simple takings; the appraisal of tracts for greenways, park land and other municipal uses.

In 2009, the City issued a Request for Proposal of Real Estate Appraisal Services, RFP No. 09-69. Multiple firms responded to RFP No. 09-69, and three firms were selected to provide appraisal services. At that time, each Master Agreement had a not to exceed amount of \$50,000. The contracts for S.T. Lovett & Associates and Holtkamp Realty Consultants were renewed twice, while the contract for JMP Land Services was not renewed after the first year. Recently there has been a decrease in responsiveness due to the workload of the appraisal firms; therefore, staff concluded that having four firms available to provide appraisal services will better meet the needs of the City.

In 2012, staff issued a Request for Proposal of Real Estate Appraisal Services, RFP No. 12-094. In response to the RFP, six proposals were received. Based on cumulative rankings resulting from evaluations of the proposals, four real estate appraisal firms have been selected to prepare real estate appraisal reports and provide real estate consulting services to the City:

- S.T. Lovett & Associates
- Integra Realty Resources - Houston
- Atrium Real Estate Services
- Integra Realty Resources - Austin

Each agreement will have a not to exceed amount of \$35,000 and the option to renew the contract for up to two (2) additional one (1) year terms (total of three (3) years).

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

**Reviewed and Approved by Legal:** Yes

**Attachments (on file in City Secretary's office):**

1. Master Agreement - S.T. Lovett & Associates
2. Master Agreement - Integra Realty Resources - Houston
3. Master Agreement - Atrium Real Estate Services
4. Master Agreement - Integra Realty Resources - Austin

**November 19, 2012**  
**Consent Agenda Item No. 2o**  
**Renewal of Hot Mix Asphalt Price Agreement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding annual renewal of bid #11-69 to Knife River for the purchase of Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$1,260,000 (\$62.00 per ton).

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

**Recommendation(s):** Staff recommends approval of the bid renewal to Knife River.

**Summary:** Knife River submitted the only bid for a price agreement to provide Type D Hot Mix Asphalt for the maintenance of streets in the City. The bid was for the purchase of hot mix asphalt to be picked up at the production plant. Due to the rising petroleum prices the bid was requested as both an annual agreement and an alternate six month agreement. This is the fourth renewal of the contract as it has been previously renewed in 6 month increments.

Knife River has agreed to the one year renewal. The contract supports maintenance operations in the Street Maintenance Division. HMAC-Type D is the primary material used in the repair of asphalt pavement streets. It is used in both the asphalt base failure repair operations and by the crew of the Bergkamp pothole repair truck. The material needs to be purchased within a 40 mile radius of the City to maintain the optimum temperature of the mix and the proper chemical makeup.

**Budget & Financial Summary:** Funding is available in the operating budget of the Street Maintenance Division.

**Attachments:** Renewal letter

\*\*\*\*\*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid No. 11-69, for Type D Hot Mix to be picked up by City crews, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Million Two Hundred Sixty Thousand Dollars and 00/100 (\$1,260,000.00).

I understand this renewal term will be for a full one year term beginning December 8, 2012 through December 7, 2013.

**KNIFE RIVER CORP., SOUTH**

**CITY OF COLLEGE STATION**

By: *Keith Pierson*  
Printed Name: Keith Pierson  
Title: Chief Estimator  
Date: 10/4/2012

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

APPROVED:

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

\_\_\_\_\_  
Executive Director Business Services  
Date: \_\_\_\_\_

**November 19, 2012**  
**Consent Agenda Item No. 2p**  
**Royder/Live Oak Sewer Extension Project (WF1369908)**  
**Amendment to Resolution Determining Need for Easement Acquisition**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an Amendment to a Resolution that will authorize City staff to negotiate for the purchase of easements needed for the Royder/Live Oak Sewer Extension Project.

**Relationship to Strategic Goals:** Core Services and Infrastructure - Plan for and invest in infrastructure, facilities, services, personnel and equipment necessary to meet projected needs and opportunities.

**Recommendation(s):** Staff recommends Council approval of the Amendment to Resolution Determining Public Need and Necessity.

**Summary:** Council previously approved a Resolution authorizing the acquisition of easements for a gravity sewer line that will provide sanitary sewer service to the recently annexed community of Wellborn as called for in the 2011 annexation plan. A gravity sewer line will convey wastewater collected in this area to the Creek Meadow Lift Station, located near the intersection of Royder Road and Greens Prairie Trail. The majority of the trunk sewer will be constructed inside existing right-of-way (Royder Road, Live Oak Street, and McCullough Road). However, public utility easements will also be needed along the route where public right-of-way is not accessible.

Since approval of the Resolution on March 22, 2012, property surveying has been completed and the pipeline alignment has been adjusted based on the surveyor's findings. The new alignment and proposed easements are shown on the attached map. Also attached is an Amendment to Resolution Determining Public Need and Necessity and a revised Exhibit "A" reflecting the current properties that may require easements for the project. Approval of this Amendment will authorize staff to negotiate for the purchase of the easements necessary to complete the project.

**Budget & Financial Summary:** The budget for this project is \$2,577,342. Funds in the amount of \$348,653.16 have been expended or committed to date, leaving a balance of \$2,228,688.84 for land acquisition, remaining design and construction.

**Attachments:**

1. Project Map (2 sheets)
2. Amendment to Resolution Determining Public Need and Necessity with Exhibit "A"

**AMENDMENT TO RESOLUTION DETERMINING  
PUBLIC NEED AND NECESSITY**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN AMENDMENT TO RESOLUTION NO. 03-22-2012-2b DETERMINING PUBLIC NEED AND NECESSITY BY REPLACING THE PROPERTY DESCRIPTIONS OF THE RESOLUTION WITH NEW PROPERTY DESCRIPTIONS.

WHEREAS, the City Council of College Station, Texas ("City") adopted Resolution No. 03-22-2012-2b on March 22, 2012, determining public need and necessity to acquire easement interest in certain property for the Royder/Live Oak Sewer Extension Project (the "Property"); and

WHEREAS, the City desires to substitute and replace the descriptions of the Property contained in Resolution No. 03-22-2012-2b with new descriptions for the Property; now therefore;

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

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that the Property described in Exhibit "A", which is attached to this resolution, shall, upon execution of this resolution, substitute and replace the previously approved Property in its entirety and shall become incorporated in the above referenced resolution as though written fully therein.

PART 2: That all other parts of Resolution No. 03-22-2012-2b shall remain unchanged.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

## EXHIBIT "A"

Being all those parcels or tracts of land necessary to install a wastewater system and other public utilities located along a route that will extend southward from a point southeast of the FM 2154 / Barron Cut-off Road intersection, across the Wellborn Baptist Church property, continuing along McCullough Road, Live Oak Street and Royder Road, and terminating at the Creek Meadows Lift Station located near the intersection of Royder Road and Greens Prairie Trail in southern College Station, Brazos County, Texas. Said route is depicted on the map attached hereto and made part hereof.

The easement tracts or parcels needed for the project may be acquired from the following lands:

**Landowner (Now or Formerly):** WELLBORN BAPTIST CHURCH, INC.

**Brazos County Appraisal District Property ID:** 15653

**Street Address:** 3768 McCullough Road, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land being situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being the 8.43 acre Tract One and 1.11 acre Tract Two described in the Warranty Deed from Wellborn Baptist Church to Wellborn Baptist Church, Inc. recorded in Volume 6271, Page 20, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** FSI RENTALS, LLC

**Brazos County Appraisal District Property ID:** 47082

**Street Address:** 14761 FM 2154, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land being situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being Parts of Lots 4 and 5, Benjamin Graham Subdivision, according to the plat recorded in Volume 12, Page 394, Deed Records of Brazos County, Texas; being the same lot, tract or parcel described in the Assumption Warranty Deed from Trey Baumgarner and wife, Melissa Baumgarner to FSI Rentals, LLC recorded in Volume 7881, Page 273, Official Records of Brazos County, Texas.

and

Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being Lot 6, Baptist Church 1.0 acre tract, and part of Lot 5, Benjamin Graham Subdivision, according to the plat recorded in Volume 12, Page 394, Deed Official Records of Brazos County, Texas; being the same 2.23 acre tract described in the Assumption Warranty Deed from Trey Baumgarner and wife, Melissa Baumgarner to FSI Rentals, LLC recorded in Volume 7881, Page 280, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** ADAM ROYDER LODGE No. 778, A.F. & A. M. of TEXAS

**Brazos County Appraisal District Property ID:** 89963

**Street Address:** 4028 Church Street, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being Lot 3, Block G, Benjamin Graham Subdivision, according to the plat recorded in Volume 12, Page 394, Deed Records of Brazos County, Texas; being the same lot, tract or parcel described in the Agreement to Amend Conditions of

Deed by and between Methodist Church and Adam Royder Lodge No. 778, A.F. & A.M. of Texas recorded in Volume 1894, Page 313, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** WELLBORN BAPTIST CHURCH

**Brazos County Appraisal District Property ID:** n/a

**Street Address:** n/a

**Legal Description:** Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being a variable-width strip of land through that portion of the one acre tract conveyed to Trustees of the Wellborn Baptist Church by deed recorded in Volume 11, Page 172, Deed Records of Brazos County, Texas, which was not included in the 2.23 acre tract conveyed by the trustees of said church to Trey E. Baumgarner by deed recorded in Volume 6627, Page 116, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** JACK E. WINSLOW, JR. and DONNA E. WINSLOW

**Brazos County Appraisal District Property ID:** 47078

**Street Address:** 14942 Live Oak Street, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being Lots 9, 10, 11 and 12, Block B, Benjamin Graham Subdivision, according to the plat recorded in Volume 12, Page 394, Deed Records of Brazos County, Texas; being the same lot, tract or parcel described in the Warranty Deed from Robert G. Neelley, Jr. to Jack E. Winslow, Jr. and Donna E. Winslow recorded in Volume 6969, Page 215, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** SOUTH WELLBORN, LTD

**Brazos County Appraisal District Property ID:** 47072

**Street Address:** 14973 FM 2154, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being Lots 4, 5, 6 and 11 and Part of Lot 10, Block A, Benjamin Graham Subdivision, according to the plat recorded in Volume 12, Page 394, Deed Records of Brazos County, Texas; being the same Tract Two and Tract Four described in the Warranty Deed with Vendor's Lien from Lillian Ruth Brown and Glenda Mae Brown Goodman to South Wellborn, Ltd. recorded in Volume 8819, Page 82, Official Records of Brazos County, Texas.

**Landowner (Now or Formerly):** CREEK MEADOWS HOMEOWNERS ASSOCIATION

**Brazos County Appraisal District Property ID:** 347836

**Street Address:** 15711 Timber Creek Lane, College Station, Texas

**Legal Description:** Being all that certain lot, tract or parcel of land situated in the Andrew McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas; and being the Private Park and Drainage Area, Creek Meadows, Section 5, Phase 1, an addition to the City of College Station, according to the plat recorded in Volume 8989, Page 39, Official Records of Brazos County, Texas.

# Royder/Live Oak Sewer Extension Project



**LEGEND** **Sheet**  
Pipeline **1 of 2**  
Proposed Easement

# Royder/Live Oak Sewer Extension Project



**LEGEND** **Sheet**  
**2 of 2**

Pipeline 

Proposed Easement 

**November 19, 2012**  
**Consent Agenda Item No. 2q**  
**SH 6 Temporary Speed Limit**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 3, of the College Station Code of Ordinances by changing the posted speed limit temporarily on the section of State Highway 6 between the north City Limit line and FM 2818 to 60 mph for the duration of a Texas Department of Transportation project to reconstruct the SH 6 entrance and exit ramps along the highway.

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

**Summary:** The Texas Department of Transportation (TxDOT) is beginning a project to reconstruct the entrance and exit ramps of State Highway 6 from FM 2818 in College Station to FM 158 (William J. Bryan) in Bryan. The project will remove the current "diamond" ramp configuration around the interchanges and replace them with an "x-ramp" configuration. This new configuration improves safety and provides more storage capacity for the signalized intersections along the corridor. Additionally, this configuration will match the existing ramp configuration along the highway through the rest of College Station.

To improve safety of the construction crews in the area as well as the motoring public traveling through the work zone, a temporarily speed limit reduction from 60 mph has been requested by TxDOT. The construction speed zone is temporary, becoming effective when the TxDOT construction project begins (after January 1, 2013) and expiring after the completion of project.

**Budget & Financial Summary:** The passage of this ordinance will not result in any costs to the City as TxDOT's contractor will install and maintain the necessary speed limit signs associated with this temporary speed reduction.

**Attachments:**

1. Ordinance
2. Location Map

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

AN ORDINANCE TEMPORARILY AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 3, "SPEED LIMITS", F "TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", TRAFFIC SCHEDULE XIII "TEMPORARY SPEED LIMITS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That CHAPTER 10, "TRAFFIC CODE", SECTION 3, "SPEED LIMITS", F "TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", TRAFFIC SCHEDULE XIII "TEMPORARY SPEED LIMITS", of the Code of Ordinances of the City of College Station, Texas, be temporarily amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). 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 when the Texas Department of Transportation's project to reconstruct the entrance and exit ramps of State Highway 6 between the northern City Limits and FM 2818 begins and expires at the completion of the project.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

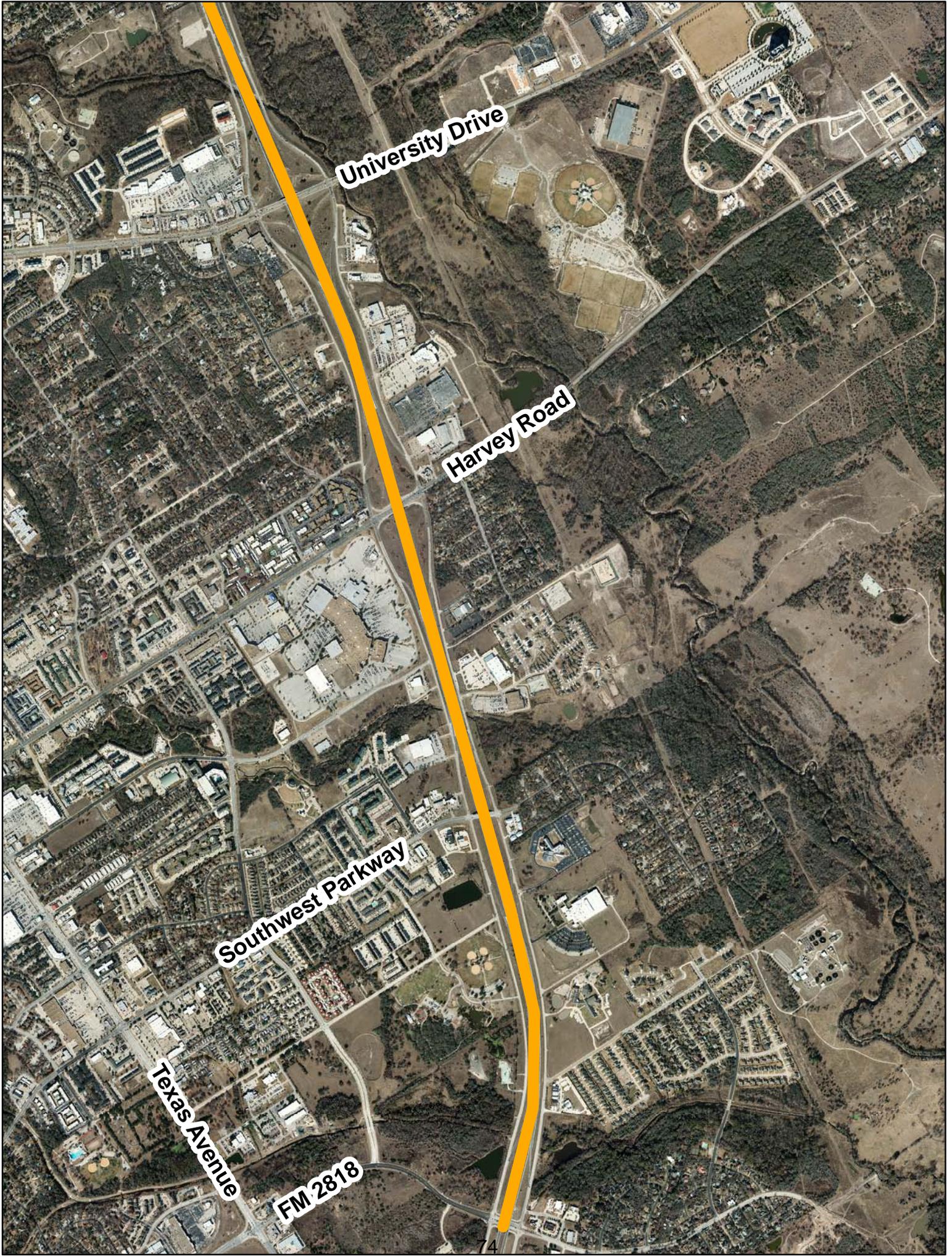
APPROVED:

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

**EXHIBIT "A"**

That **CHAPTER 10, "TRAFFIC CODE", SECTION 3, "SPEED LIMITS", F "TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS", TRAFFIC SCHEDULE XIII "TEMPORARY SPEED LIMITS"**, of the Code of Ordinances of the City of College Station, Texas, is hereby temporarily amended, to include:

State Highway 6, for traffic moving northbound and southbound from the northern City Limits to the FM 2818 interchange, the speed limit shall be sixty (60) miles per hour.



University Drive

Harvey Road

Southwest Parkway

Texas Avenue

FM 2818

**November 19, 2012**  
**Regular Agenda Item No. 1**  
**Adoption of an Ordinance creating Reinvestment Zone #17**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Presentation, possible action, and discussion on the adoption of an Ordinance creating Reinvestment Zone #17 for commercial tax abatement in the *College Station Medical District*.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** Staff recommends that Council adopt an ordinance creating Reinvestment Zone #17.

**Summary:** A Public Hearing and Ordinance creating a reinvestment zone are required by state law in order to offer tax abatement with the purpose of attracting new commercial and industrial enterprises or to encourage the retention and expansion of existing businesses. A municipality may then enter into a tax abatement agreement with a property owner and/or owner of a leasehold interest within the reinvestment zone. The Public Hearing for Reinvestment Zone #17 was held November 8, 2012 in which all required notices for the public hearing were served as required by state law.

The proposed Tax Abatement Schedule is as follows:

<u>YEAR</u>	<u>% OF ABATEMENT</u>	<u>YEAR</u>	<u>% OF ABATEMENT</u>
1	100%	5	50%
2	80%	6	40%
3	70%	7	30%
4	60%	8	20%

**Budget & Financial Summary:** The proposed tax abatement agreement will be further discussed at the meeting.

**Attachments:** Tax Abatement Reinvestment Zone #17 Ordinance

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

AN ORDINANCE DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NUMBER SEVENTEEN (17) FOR COMMERCIAL TAX ABATEMENT AS PROVIDED IN THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT; ESTABLISHING THE NUMBER OF YEARS FOR THE DISTRICT; AUTHORIZING AN AGREEMENT TO EXEMPT FROM TAXATION THE INCREASE IN VALUE OF THE PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of College Station, Texas, (the "City") desires to encourage supervised improvement by property owners through tax abatement procedures within its jurisdictions by the creation of a reinvestment zone as authorized by the PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEXAS TAX CODE, CHAPTER 312, as amended (the "Act"); and

WHEREAS, a public hearing was scheduled for Thursday, November 8, 2012, at 7:00 p.m. to receive comments concerning the designation of proposed Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement (the "Reinvestment Zone"). Notice of such hearing was published on Thursday, November 1, 2012, in the Bryan-College Station Eagle newspaper, and hand delivered not later than Thursday, November 1, 2012, to the presiding officers of all taxing units with the jurisdiction of the proposed Reinvestment Zone, both such dates being not later than the seventh day before the date of the scheduled public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by SECTION 312.201(D) of the Act; and has given written notice to all taxing units with the jurisdiction of the Reinvestment Zone; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the Property that would contribute to the economic development of the City; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against: the creation of the Reinvestment Zone; the boundaries of the Reinvestment Zone; whether all or part of the territory that is 6.99 acres located in the College Station Medical District generally south of Rock Prairie Road and the Brian Bachmann Community Park in College Station, Texas, more specifically described in Exhibit A attached hereto (the "Property") should be included in the Reinvestment Zone; and the concept of tax abatement; and

WHEREAS, at such hearing recommendations were given as to the number of years the Reinvestment Zone would be designated, the number of years in which an agreement would be available, as well as the percentage of tax exemption to be applied to the taxable real property that is redeveloped; and

WHEREAS, the designation of the Reinvestment Zone is consistent with the City's guidelines for such zones as set for in the City's "Guidelines and Criteria Governing Property Tax Abatement document adopted by Council on January 26, 2012 and will benefit the Property included within the Reinvestment

Zone after the expiration of the written agreement with the proposed developer of the Property within the Reinvestment Zone;

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

I.

That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

II.

That the City, after conducting a public hearing and having further studied recommendations as well as the evidence presented at the public hearing, has made the following findings based on the evidence and the testimony presented to the City:

- (a) That the public hearing on the adoption of the Reinvestment Zone under the applicable provisions of the Act has been properly noticed, called, held, and conducted, and that the notice of such hearing has been published as required by law and has been hand delivered to the respective taxing units within the Reinvestment Zone; and
- (b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the Reinvestment Zone pursuant to the Act; and
- (c) That creation of the Reinvestment Zone with boundaries described within the subdivision will result in improvements, made after November 19, 2012, that are feasible and practical and will benefit the City, its residents, and property owners in the Reinvestment Zone; and
- (d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the Reinvestment Zone that would be a benefit to the property and to economic development of the City.

III.

That the City hereby creates Reinvestment Zone Number Seventeen (17) and its boundaries are those described and depicted in Exhibit A and such Reinvestment Zone shall hereafter be identified as Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement, City of College Station, Texas.

IV.

That the designation of Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement shall expire ten (10) years from the date of this ordinance.

V.

That, as provided in the Act, a written agreement with the owner of taxable real property located within the Reinvestment Zone shall be for a period of eight (8) years and that the taxable real property that is subject to the above-mentioned exemption from taxation shall be the total increase in value of the land and improvements over their value in 2012. In consideration for the owner making specified improvements to the Property, a written agreement shall provide for an exemption from taxation of this of this total increase in value of the Property over its value in 2012 in percentages as designated in that agreement. The written agreement will require that all taxes be current at the time of execution of the agreement and be kept current to all taxing entities during the term of said agreement.

VI.

That said designation of Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement and the written agreement are in accordance with the City of College Station Policy for Tax Abatements and will be a benefit to the land that will be included within the Reinvestment Zone and to the City of College Station after expiration of the agreement with the owner of the Property.

VII.

That if any provision of this ordinance is held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.

VIII.

That it is hereby found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

IX.

This ordinance shall become effective and be in full force and effect from and after its passage and approval by the College Station City Council and duly attested by the Major and City Secretary.

PASSED and APPROVED this 19 day of November, 2012.

ATTEST:

APPROVED:

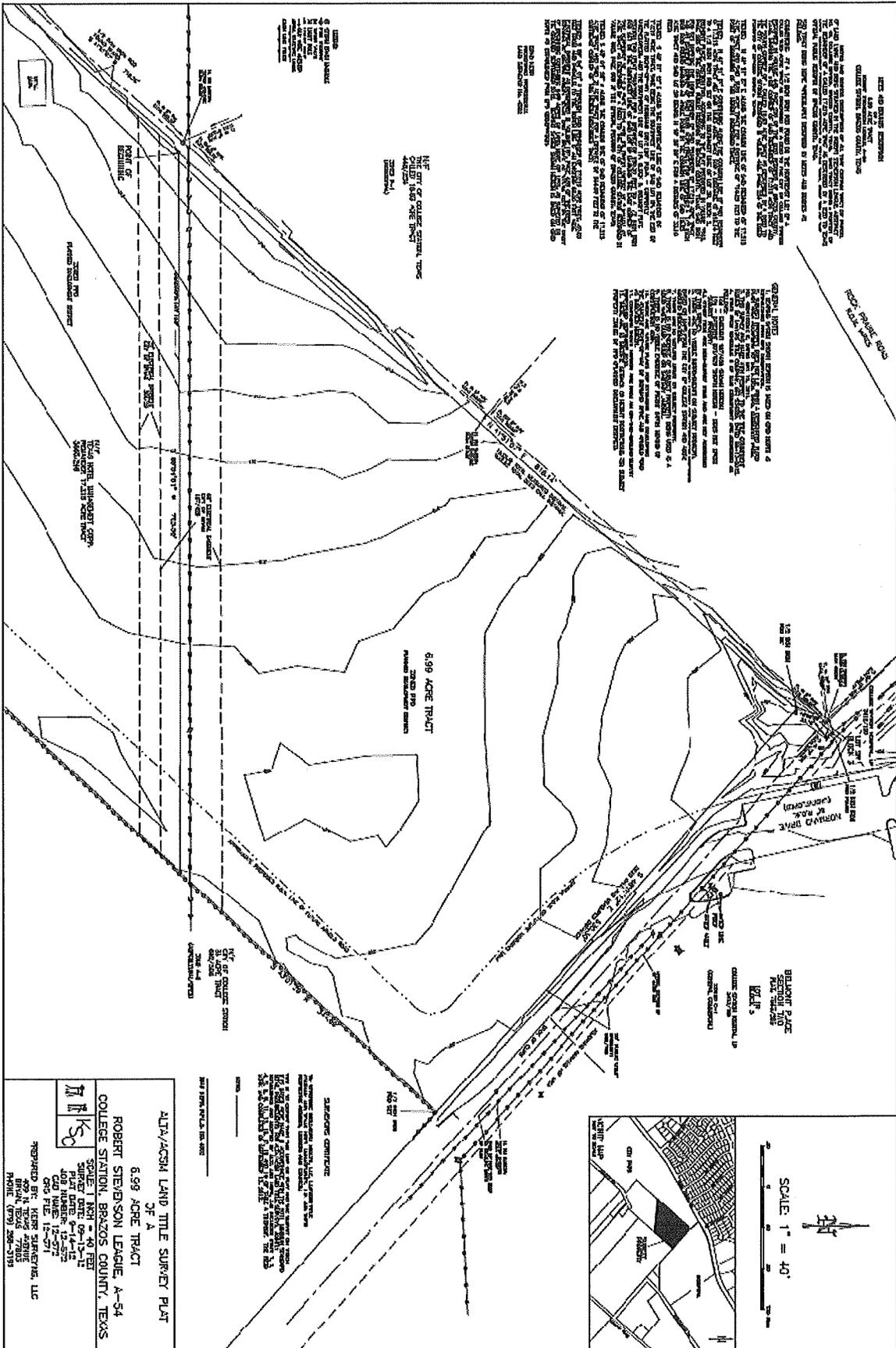
\_\_\_\_\_  
Sherry Mashburn, City Secretary

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

APPROVED:

  
Carla A. Robinson  
City Attorney

Exhibit A



METES AND BOUNDS DESCRIPTION  
OF A  
6.99 ACRE TRACT  
ROBERT STEVENSON LEAGUE, A-54  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 43, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 17.215 ACRE TRACT AS DESCRIBED BY A DEED TO TEXAS HOTEL MANAGEMENT CORPORATION RECORDED IN VOLUME 3665, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 9.93 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 448, PAGE 230 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 18.83 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 448, PAGE 234 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 51' 07" E ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 18.83 ACRE TRACT FOR A DISTANCE OF 716.25 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 51' 07" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 18.83 ACRE TRACT FOR A DISTANCE OF 816.14 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHWEST LINE OF LOT 2R, BLOCK 3, BELMONT PLACE, SECTION TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 7543, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD SET MARKING THE NORTH CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND AN EASTERLY CORNER OF SAID 18.83 ACRE TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN THE COMMON LINE OF SAID 18.83 ACRE TRACT AND SAID LOT 2R BEARS: N 16° 56' 09" E FOR A DISTANCE OF 33.10 FEET;

THENCE: S 48° 01' 12" E ALONG THE NORTHEAST LINE OF SAID REMAINDER OF 17.215 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID LOT 2R, THE END OF THE PLATTED RIGHT-OF-WAY OF NORMAND DRIVE (60' R.O.W. - CURRENTLY UNDEVELOPED), AND THE SOUTHWEST LINE OF LOT 1R, BLOCK 3, BELMONT PLAT, SECTION TWO (PLAT 7543/285) FOR A DISTANCE OF 530.30 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHWEST LINE OF SAID LOT 2R MARKING THE EAST CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND THE NORTH CORNER OF A CALLED 35 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 692, PAGE 506 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 43° 01' 29" W ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 35 ACRE TRACT FOR A DISTANCE OF 344.69 FEET TO THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 89° 54' 01" W THROUGH SAID REMAINDER OF 17.215 ACRE TRACT, 40.00 FEET FROM AND PARALLEL TO THE NORTH LINE OF AN EXISTING 60.00 FOOT WIDE ELECTRICAL EASEMENT AS DESCRIBED IN VOLUME 187, PAGE 428 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 703.56 FEET TO THE POINT OF BEGINNING CONTAINING 6.99 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER 2012. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

**November 19, 2012**  
**Regular Agenda Item No. 2**  
**Economic Development Agreement between**  
**the City and Strategic Behavioral Health**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Presentation, possible action, and discussion regarding an economic development agreement between the City and Strategic Behavioral Health.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** Staff recommends that Council receive a presentation on the proposed economic development agreement and then consider action to approve it.

**Summary:** Since early spring of this year, staff began working with Strategic Behavioral Health (SBH) to locate a specialized health hospital to the *College Station Medical District*. Its professional staff will provide important services that include psychiatric, therapeutic and substance abuse programs for individuals, groups, and families. Many of its prospective patients currently receive treatment in Austin or Houston; away from their respective support networks. The hospital will not only serve as an asset to the immediate community, but also promotes the *College Station Medical District* as the destination of choice for enhanced healthcare and wellness services for the entire region.

As part of the proposed economic development agreement, SBH would make a capital investment of \$10,000,000 and operate a new 50,000 SF hospital in the *College Station Medical District*. SBH would employ more than 200 employees within three years with a total annual gross payroll of \$7,696,000. Such positions would include physicians, psychologists, therapists, nurses, and back office staff.

**Budget & Financial Summary:** A proposed tax abatement agreement will be discussed at the meeting.

**Attachments:** Economic Development Agreement

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND STRATEGIC BH-COLLEGE STATION, LLC**

This Agreement is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation (hereinafter referred to as the "CITY") and STRATEGIC BH-College Station, LLC, a Delaware corporation authorized to transact business in Texas (hereinafter referred to as the "DEVELOPER").

WHEREAS, the CITY is authorized and empowered under applicable Texas law pertaining to economic development to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of the CITY by offering economic and other incentives to prospective new, developing, and expanding businesses; and

WHEREAS, the CITY actively seeks economic development prospects in College Station through participation in and establishment of an economic development program; and

WHEREAS, the CITY has established an Economic Development Program and adopted goals and guidelines for economic development; and

WHEREAS, the CITY desires to stimulate business and commercial activity within the Medical District near and along the length of Rock Prairie Road and the State Highway 6 area for development and redevelopment under its Economic Development Program; and

WHEREAS, the DEVELOPER will purchase on or before April 29, 2013, an approximately six (6) acre portion of an approximately seventeen (17) acre tract of land located generally at 1401 Arnold Road, College Station, Texas, adjacent to the College Station Medical Center (the "Property"), as depicted in **Exhibit "A"**; and

WHEREAS, the DEVELOPER wishes to locate a behavioral health facility, to include an approximately 50,000 square foot, at least 72 patient hospital bed, behavioral health hospital on the Property; and

WHEREAS, the CITY considers the DEVELOPER to be a qualified economic development prospect under the CITY's economic development policies that qualifies for Tax Incentives and will add capital investment and create new jobs in the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the CITY and DEVELOPER agree as follows:

**1. General Provision**

1.1 All of the above premises are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

## 2. Definitions

2.1 **Completion of Construction** – shall mean (a) substantial completion of the Improvements and (b) a final Certificate of Occupancy has been issued for the Improvements.

2.2 **Effective Date** - The date on which this Agreement is fully executed by all parties.

2.3 **Full-Time Employee** shall mean any employee (excluding temporary or seasonal employees) on the payroll in a budgeted position and having an officially scheduled work week of thirty-five (35) hours or more who according to DEVELOPER company policy is entitled to full benefits as a full time employee.

2.4 **Gross Payroll** shall mean the number that DEVELOPER reports to the Texas Workforce Commission quarterly.

2.5 **Improvements** – the behavioral health hospital building containing approximately 50,000 square feet of space and combined with the Property and Tangible Personal Property, valued at not less than \$10,000,000.00 to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by DEVELOPER with the CITY from time to time in order to obtain building permit(s).

2.6 **Premises** – the Property and Improvements following construction thereof.

2.7 **Property** - an approximately six (6) acre portion of an approximately seventeen (17) acre tract of land located generally at 1401 Arnold Road, College Station, Texas, adjacent to the College Station Medical Center as depicted in **Exhibit "A"**.

2.8 **Tangible Personal Property** – tangible personal property, equipment and fixtures, excluding inventory and supplies owned or leased by the DEVELOPER that is added to the Improvements subsequent to the execution of this Agreement and the Tax Abatement Agreement.

2.9 **Tax Abatement Agreement** – An agreement of even date herewith attached as **Exhibit "B"** between the CITY and the DEVELOPER in which the CITY grants tax abatement to the DEVELOPER as authorized under Chapter 312, Texas Tax Code, as amended.

2.10 **Tax Incentive** – The abatement of ad valorem taxes, including but not limited to real property taxes and personal property taxes, pursuant to the Tax Abatement Agreement, which would normally be assessed against the DEVELOPER on the Property, Improvements and Tangible Personal Property.

**3. Tax Incentive**

**3.1 Tax Incentive**

To the extent allowed by applicable law and if it is determined that the CITY has met all necessary criteria, including all procedural requirements, the CITY agrees to abate property taxes pursuant to Chapter 312 of the Texas Tax Code through the creation of a Reinvestment Zone. To the extent permitted by applicable law, tax abatement for the Property and Improvements and Tangible Personal Property will be granted to the DEVELOPER for a maximum of eight (8) years and in accordance with the schedule below. The DEVELOPER agrees and understands that to be effective any tax incentive must be approved by the City Council by ordinance and that any Tax Incentive will be granted as authorized and as substantially provided in the Tax Abatement Agreement a copy of which is attached hereto as **Exhibit "B"**.

**Tax Abatement Schedule**

<u>YEAR</u>	<u>% ABATEMENT</u>
1	100%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%

**4. DEVELOPER's Obligations and Representations**

**4.1 Construction of Improvements**

4.1.1 The DEVELOPER agrees to construct the Improvements on the Property and agrees to operate the Premises as a behavioral health hospital as described herein throughout the term of this Agreement.

4.1.2 The DEVELOPER shall invest a minimum of Ten Million Dollars (\$10,000,000.00) in the Improvements, Property and Tangible Personal Property within two (2) years from the Effective Date of this Agreement.

**4.2 Employment and Job Creation**

4.2.1 The DEVELOPER agrees that on or before the end of the third year following Completion of Construction and each year thereafter for the term of this

Agreement, the DEVELOPER will employ no fewer than a total of 150 FTE's and 200 employees with a total annual Gross Payroll no less than \$7,696,000.00.

#### 4.3 Utilities

To the extent permitted by law, the DEVELOPER agrees that it will purchase retail electric service from the CITY for a minimum time equal to the term of this Agreement on the condition that such electric rates charged by the CITY to the DEVELOPER shall be comparable to electric rates charged to any other customer of the CITY within the same rate classification.

#### 4.4 Reporting Requirements

The DEVELOPER shall submit to the CITY on an annual basis beginning one (1) year from Completion of Construction and continuing each year thereafter for the term of this Agreement, the information or reports necessary for the monitoring of the performance criteria established in this Agreement. The submission of these reports shall be the responsibility of the DEVELOPER and shall be certified by a Certified Public Accountant at the DEVELOPER's expense and signed by the president of the corporation.

#### 4.5 Notice of Intent to Cease Operation

If the DEVELOPER ceases or intends to cease operation of its business as described herein at the Premises during the term of this Agreement it shall give thirty (30) days prior written notice to the CITY.

#### 4.6 Compliance with Applicable Laws

At all times during which the DEVELOPER operates the Premises, the DEVELOPER will remain in compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations.

#### 4.7 Indemnity

**The DEVELOPER agrees to and shall indemnify and hold harmless and defend the CITY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, for damage to the Property or Improvements, for any breach of contract, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with this Agreement, and the DEVELOPER's operation of its business on the Premises. However, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the negligence of the CITY, and the CITY's percentage of fault is deemed to be greater than fifty percent (50%) of the fault.**

#### **4.8 Release**

The DEVELOPER releases, relinquishes and discharges the CITY, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of, any person (whether they be either of the parties hereto, their employees or other third parties) and any loss of or damage to Property (whether Property of either of the parties hereto, their employees, or of third parties) or its failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. However, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the negligence of the CITY, and the CITY's percentage of fault is deemed to be greater than fifty percent (50%).

#### **5. Term**

The term of this Agreement is ten (10) years from the Effective Date.

#### **6. Default**

##### **6.1 DEVELOPER Default**

Should the DEVELOPER fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement such failure shall be a default by the DEVELOPER and, if not fully and completely cured and corrected within thirty (30) days after written notice to do so, the CITY may terminate this Agreement. In the event this Agreement is terminated under this paragraph, the DEVELOPER understands and agrees the CITY no longer is obligated to pay the Tax Incentive under this Agreement and under the terms of the Tax Abatement Agreement and is not liable to the DEVELOPER under the terms of said Agreements.

##### **6.2 CITY Default**

Should the CITY fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement such failure shall be a default by the CITY and, if not fully and completely cured and corrected within thirty (30) days after written notice to do so, the DEVELOPER may terminate this Agreement. A default by the CITY is limited, as long as the DEVELOPER is not in default under this Agreement or the Tax Abatement Agreement: to the CITY failing to grant, or rescinding, the Tax Incentive, except as authorized herein or in the Tax Abatement Agreement or as required by law.

**7. Assignment**

This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the DEVELOPER without the prior written consent of the City Manager, which consent will not be unreasonably withheld, conditioned or delayed. A change in ownership, in a single transaction, of fifty one percent (51%) of the stock of the DEVELOPER shall be considered an assignment for purposes of this paragraph.

**8. Invalidity**

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

**9. Written Notice**

All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To DEVELOPER: Strategic BH-College Station, LLC  
8295 Tournament Drive, Suite 201 \_\_\_\_\_  
Memphis, TN 38125 \_\_\_\_\_  
Attn: Jim Shaheen \_\_\_\_\_

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

**10. Severability**

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**11. Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises

or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**12. Amendment**

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

**13. Recitals**

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**14. Exhibits**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**15. Texas Law**

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

**16. Place of Performance**

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

**17. Counterpart**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**18. 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 corporations.

**19. Waiver**

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

**20. Representation**

The DEVELOPER represents and warrants that no member of the College Station City Council, the Brazos County Commissioners Court or County Judge has an interest in the Property, and that the same are not owned or leased by any member of the College Station City Council, the Brazos County Commissioners Court or County Judge. The DEVELOPER further represents and warrants that no member of the College Station City Council is under contract either directly or indirectly with the DEVELOPER or the DEVELOPER's agents, contractors or subcontractors. This representation and warranty shall be in effect for the full term of this Agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

List of Exhibits:

- Exhibit "A" Property Description
- Exhibit "B" Tax Abatement Agreement

*(Signature Page will follow.)*

STRATEGIC BH-COLLEGE STATION, LLC

CITY OF COLLEGE STATION

BY:   
Jim Shaheen, President

BY: \_\_\_\_\_  
Nancy Berry, Mayor

Date: 10-1-12

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

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary  
Date: \_\_\_\_\_

APPROVED:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Business Services

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**Property Description**



**EXHIBIT "B"**

**Tax Abatement Agreement**

**November 19, 2012**  
**Regular Agenda Item No. 3**  
**Tax Abatement Agreement between**  
**the City and Strategic Behavioral Health**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Presentation, possible action, and discussion regarding a tax abatement agreement between the City and Strategic Behavioral Health.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** Staff recommends that Council consider action to approve the agreement.

**Summary:** Since early spring of this year, staff began working with Strategic Behavioral Health (SBH) to locate a specialized health hospital to the *College Station Medical District*. Its professional staff will provide important services that include psychiatric, therapeutic, and substance abuse programs for individuals, groups, and families. Many of its prospective patients currently receive treatment in Austin or Houston; away from their respective support networks. The hospital will not only serve as an asset to the immediate community, but also promotes the *College Station Medical District* as the destination of choice for enhanced healthcare and wellness services for the entire region.

The proposed Tax Abatement Schedule is as follows:

<u>YEAR</u>	<u>% OF ABATEMENT</u>	<u>YEAR</u>	<u>% OF ABATEMENT</u>
1	100%	5	50%
2	80%	6	40%
3	70%	7	30%
4	60%	8	20%

**Budget & Financial Summary:** The proposed tax abatement agreement will be further discussed at the meeting.

**Attachments:** Tax Abatement Agreement



**WHEREAS**, the City Council finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the City of College Station after expiration of this Agreement; and

**WHEREAS**, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

**WHEREAS**, the City Council approved this Agreement by an affirmative vote of a majority of its members at a regularly scheduled council meeting; and

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of College Station and the enhancement of the tax base in the City of College Station, the parties agree as follows:

**Article I  
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” shall mean the Taxable Value for the Property for the year in which the Tax Abatement Agreement is executed.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for the Improvements.

“Effective Date” shall mean the date upon which this Agreement is fully executed by all parties, unless the context indicates otherwise.

“First Year of Abatement” shall mean January 1 of the calendar year immediately following the date of Completion of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by

acts or omissions of such party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Improvements” shall mean the behavioral health hospital building containing approximately 50,000 square feet of space and at least 72 patient hospital beds to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by the OWNER with the CITY, from time to time, in order to obtain a building permit(s).

“Property” means the real property depicted in **Exhibit “A”**.

“OWNER” shall mean Strategic BH-College Station, LLC.

“Premises” shall mean collectively, the Property and Improvements following construction thereof, but excluding the Tangible Personal Property.

“Tangible Personal Property” shall mean tangible personal property, equipment and fixtures, excluding inventory and supplies owned or leased by the OWNER that is added to the Improvements subsequent to the execution of this Agreement.

“Taxable Value” means the appraised value as certified by the Appraisal District as of January 1 of a given year.

## **Article II General Provisions**

2.1 All of the above premises are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

2.2 The OWNER owns or is under contract to own the Property, which Property is located within the city limits of the City of College Station and within the Zone. The OWNER intends to construct the Improvements on the Property, operate the herein described behavioral health hospital on the Property, and locate Tangible Personal Property thereon.

2.3 The Premises are not in an improvement project financed by tax increment bonds.

2.4 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY.

2.5 The Premises and Tangible Personal Property are not owned or leased by any member of the College Station City Council or any member of the College Station Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.6 The OWNER shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the CITY that it is in compliance with each term of the Agreement.

2.7 The Property and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the CITY's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

**Article III**  
**Tax Abatement Authorized**

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines.

3.2 Subject to the terms and conditions of this Agreement, and provided that the combined Taxable Value for the Improvements and Property and Tangible Personal Property is at least Ten Million Dollars (\$10,000,000.00) as of January 1 of the First Year of Abatement and as of January 1 of each year thereafter that this Agreement is in effect, the CITY hereby grants a tax abatement to the OWNER as follows:

<u>Tax Year</u>	<u>Percentage Abatement</u>
First Year of Abatement	100%
Year 2	80%
Year 3	70%
Year 4	60%
Year 5	50%
Year 6	40%
Year 7	30%
Year 8	20%

3.3 The actual percentage of Taxable Value of the Improvements and Property and Tangible Personal Property subject to tax abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Improvements and Land that exceeds the Base Year Taxable Value.

3.4 The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property that is added to the Improvements.

3.5 The period of tax abatement herein authorized shall be for a period of eight (8) consecutive years.

3.6 During the period of tax abatement herein authorized, the OWNER shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation on land.

3.7 The OWNER agrees to continuously own the Premises for a period of at least eight (8) years beginning with the First Year of Abatement.

3.8 The OWNER agrees to comply with the terms of the Economic Development Agreement Between the City of College Station and Strategic BH-College Station, LLC, of even date herewith, a copy of which is attached hereto as **Exhibit "B"**.

3.9 The term of this Agreement shall begin on the Effective Date and shall continue until March 1 of the calendar year following the eighth (8<sup>th</sup>) anniversary date of the First Year of Abatement, unless sooner terminated as provided herein.

3.10 Freeport Exemption. Article 8, Section 1-j of the Texas Constitution allows a city to exempt from taxation inventory (freeport goods), which is transported beyond the State within a specified time. As of the date of this Agreement, the CITY does not exempt freeport goods from taxation. Should the CITY exempt freeport goods from taxation during the term of this Agreement, the amount of taxes abated under this Agreement will automatically decrease in an amount equal to the taxes that would have been paid on freeport goods, if any, without the exemption on freeport goods.

#### **Article IV Improvements**

4.1 The OWNER owns or is under contract to purchase the Property and intends to construct or cause to be constructed thereon the Improvements, and locate Tangible Personal Property thereon. Nothing in this Agreement shall obligate the OWNER to construct the Improvements on the Property, but said actions are conditions precedent to tax abatement for such parties pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the OWNER's tax abatement pursuant to this Agreement, the OWNER agrees, subject to events of Force Majeure, to cause Completion of Construction of the Improvements to occur within two (2) years after the Effective Date, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 Construction plans for the Improvements constructed on the Property will be filed with the CITY, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.4 Separated Contracts. The OWNER will provide in any contract for the construction of the Improvements that the contract be a separated contract (under section 151.056 (b) of the Texas Tax Code and Comptroller's Rule 3 TAC, section 291, or as the referenced law or regulation is amended, recodified, or redesignated), so that there is imposed and the contractor will be required to collect from the OWNER the CITY's municipal sales tax on the sales price of the materials incorporated into the Improvements. The OWNER will provide, if requested by the CITY, documentation that verifies to the satisfaction of the CITY that the OWNER has complied with the provisions of this paragraph.

4.5 The OWNER agrees to maintain the Improvements during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.6 The CITY, its agents and employees shall have the right of access to the Premises during construction to inspect the Improvements at reasonable times and with reasonable notice to the OWNER, and in accordance with visitor access and security policies of the OWNER, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

## **Article V**

### **Default: Recapture of Tax Revenue**

5.1 In the event the OWNER fails to cause Completion of Construction of the Improvements in accordance with this Agreement or in accordance with applicable State or local laws, codes or regulations, or to meet the requirements of the Economic Development Agreement Between the City of College Station, Texas and Strategic BH-College Station, LLC, or in the event the OWNER: (i) has delinquent ad valorem or sales taxes owed to the CITY (provided the OWNER retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the terms and conditions of this Agreement, then the OWNER after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the OWNER shall, within thirty (30) days after demand, pay to the CITY all taxes which otherwise would have been paid by the OWNER to the CITY without benefit of a tax abatement for the Property, the subject of this Agreement (the Improvements or the Tangible Personal Property, as the case may be), at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that any abated tax, including interest, as a result of this Agreement, shall be recoverable against the OWNER, its successors and assigns and shall constitute a tax lien against the Premises or the Tangible Personal Property, as the case may be, and shall become due, owing and shall be paid to the CITY within thirty (30) days after notice of termination.

5.2 Upon breach by the OWNER of any of the obligations under this Agreement, the CITY shall notify the OWNER in writing, who shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within a thirty (30) day period, and the OWNER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the CITY may extend the period in which the default must be cured.

5.3 If the OWNER fails to cure the default within the time provided as specified above or, as such time period may be extended, then the CITY at its sole option shall have the right to terminate this Agreement with respect to the OWNER, by written notice to the OWNER.

5.4 Upon termination of this Agreement by the CITY, all tax abated as a result of this Agreement, shall become a debt to the CITY as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The CITY shall

have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The CITY at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements and the Tangible Personal Property, as the case may be, without tax abatement for the years in which tax abatement hereunder was received by the OWNER, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

**Article VI  
Annual Application for Tax Exemption**

It shall be the responsibility of the OWNER pursuant to the Tax Code, to file an annual exemption application form with the Chief Appraiser for each Appraisal District in which the eligible taxable property has situs. A copy of the respective exemption application shall be submitted to the CITY upon request.

**Article VII  
Annual Rendition**

The OWNER shall annually render the value of the Improvements and the OWNER shall annually render the value of the Tangible Personal Property to the Appraisal District, and provide a copy of the same to the CITY upon written request.

**Article VIII  
Miscellaneous**

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for the CITY, to:  
  
Attn: City Manager  
City of College Station, Texas  
P. O. Box 9960  
College Station, Texas 77842

With a copy to:  
  
Attn: City Attorney  
City of College Station, Texas  
P.O. Box 9960  
College Station, Texas 77842

If intended for the OWNER, to:

Attn: Jim Shaheen  
Strategic BH-College Station, LLC  
8295 Tournament Drive, Suite 201  
Memphis, TN 38125

8.2 Authorization. This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the Mayor to execute this Agreement on behalf of the CITY.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Brazos County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.6 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the OWNER without the prior written consent of the City Manager which consent shall not be unreasonably withheld, conditioned or delayed.

8.10 Employment of Undocumented Workers. During the term of this Agreement, the OWNER agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the OWNER shall repay the taxes for the Property and Tangible Personal Property abated herein and any other funds received by the OWNER from

EXECUTED in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2012.

List of Exhibits:

- Exhibit "A" Property Description
- Exhibit "B" Economic Development Agreement

**CITY OF COLLEGE STATION, TEXAS**

By: \_\_\_\_\_  
Nancy Berry, Mayor

**Attest:**

By: \_\_\_\_\_  
Sherry Mashburn, City Secretary

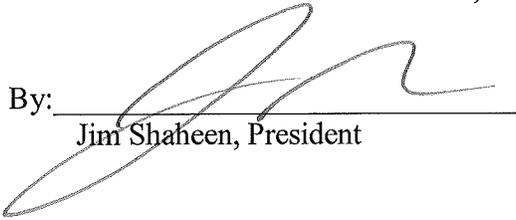
**Approved:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Executive Director, Business Services

By: Carla A. Robinson  
City Attorney

**STRATEGIC BH-COLLEGE STATION, LLC**

By:   
Jim Shaheen, President



**Exhibit "B"**

**Economic Development Agreement Between the City of College Station  
and Strategic BH-College Station, LLC**

**November 19, 2012**  
**Regular Agenda Item No. 4**  
**Earl Rudder Freeway & University Oaks Boulevard**  
**Comprehensive Plan Amendment**

**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 on an ordinance amending the College Station Comprehensive Plan –Future Land Use & Character Map from General Suburban to Suburban Commercial for the property located at 1402 Earl Rudder Freeway South; approximately 1.27 acres at the northwest corner of Earl Rudder Freeway South and University Oaks Boulevard.

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

**Recommendation(s):** The Planning and Zoning Commission held a public hearing for this item at their November 15, 2012 meeting. The Commission's recommendation will be forwarded to the Council at the November 19, 2012 meeting.

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

**REVIEW CRITERIA**

1. **Changed or changing conditions in the subject area or the City:** The Future Land Use and Character map designates future land uses for 50 square miles within the City limits. The proposed amendment is not a result of changed or changing conditions in the City; rather, it is the result of closer examination of the proposed future land uses in this portion of the City. Due to the property's location, size, configuration, and access, the property's current General Suburban designation (calling for residential development) is not appropriate.
2. **Scope of the request:** The request is an amendment to the Future Land Use and Character Map to re-designate a 1.3 acre tract located along Earl Rudder Freeway from General Suburban to Suburban Commercial. This request was included in the Annual Review of the Comprehensive Plan that was presented to the Planning & Zoning Commission and City Council last month.
3. **Availability of adequate information:** Due to the size of the property, additional uses permitted by the Suburban Commercial designation will have negligible effects on existing infrastructure and services. Adequate information is available to act on the land use amendment.
4. **Consistency with the goals and strategies set forth in the Plan:** The Comprehensive Plan calls for further refinement of the Future Land Use and Character Map through both planning studies and periodic reviews. The proposed amendment was identified during the Annual Review of the Comprehensive Plan.

The Suburban Commercial designation was created to ensure that infill development adjacent to established neighborhoods is compatible. The City recently adopted the new Suburban Commercial zoning district that requires compatible architecture, specific height-setback ratios, increased buffering, and limited building size.

5. **Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The City's Comprehensive Plan describes the proposed Suburban Commercial designation in the following way: "This land use designation is generally for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads. Design of these structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential uses."

The existing General Suburban Designation is described as being "for areas that should have an intense level of development activities. These areas will tend to consist of high-density single-family residential lots (minimum 5,000 square feet)."

The property has frontage on the Earl Rudder Freeway frontage road and its only access will be from the frontage road. Consideration was given to the linear shape of the property and its minimal depth. The development of single-family lots on the subject tract is not desirable.

6. **Compatibility with the surrounding area:** The property is currently zoned R-1 Single-Family Residential and was likely designated similarly upon annexation in the 1950s. State Highway 6 was constructed adjacent to (or through) this property in the 1960s creating its odd shape. The surrounding residential subdivisions developed in the 1970s. This property has remained undeveloped.

The property is located between a residential cul-de-sac and a freeway frontage road. Its only access is to Earl Rudder Freeway frontage road. The existing General Suburban designation is compatible with the surrounding General Suburban designation, however, the property's location, access, and shape does not lend itself to single-family development. The proposed Suburban Commercial designation is also compatible with the surrounding General Suburban designation and the existing single-family residential uses.

7. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Due to the size of the property, effects on existing infrastructure are negligible.
8. **Impact on the City's ability to provide, fund, and maintain services:** Due to the size of the property, effects on existing service levels are negligible.
9. **Impact on environmentally sensitive and natural areas:** No environmentally sensitive areas exist on or adjacent to the subject tract.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The proposed re-designation of the property to Suburban Commercial allows the property to be developed with a

viable use that is compatible with the neighboring single-family residential development.

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

**Attachments:**

1. Background
2. Small Area map, Aerial, and Future Land Use & Character Map
3. Ordinance

**BACKGROUND**

**NOTIFICATIONS**

Advertised Commission Hearing Date: November 15, 2012

Advertised Council Hearing Dates: November 19, 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:

None

Contacts in support: None as of date of staff report

Contacts in opposition: None as of date of staff report

Inquiry contacts: None as of date of staff report

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	General Suburban	R-1 Single-Family	Single-Family
<b>South</b>	Natural Areas Reserved, Urban Mixed-Use	GC General Commercial	Vacant, Plantation Oaks Apartments
<b>East</b> (Across Hwy 6)	General Commercial	GC General Commercial	Large-scale retail (Sam's Club)
<b>West</b>	General Suburban	R-1 Single-Family	Single-Family

**DEVELOPMENT HISTORY**

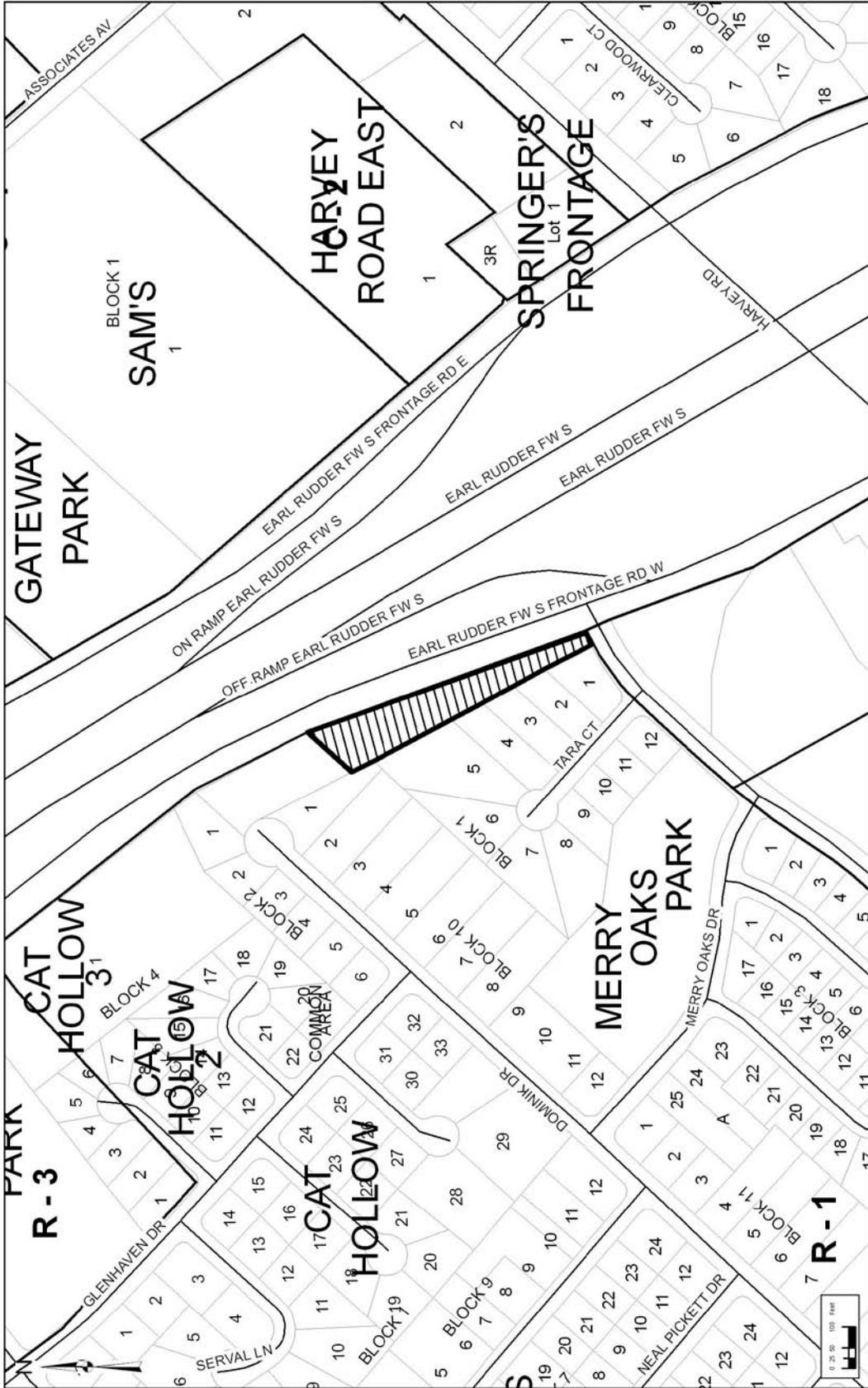
**Annexation:** 1958

**Zoning:** R-1 Single-Family Residential

**Final Plat:** Not platted

**Site development:** Vacant





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

**DEVELOPMENT REVIEW**

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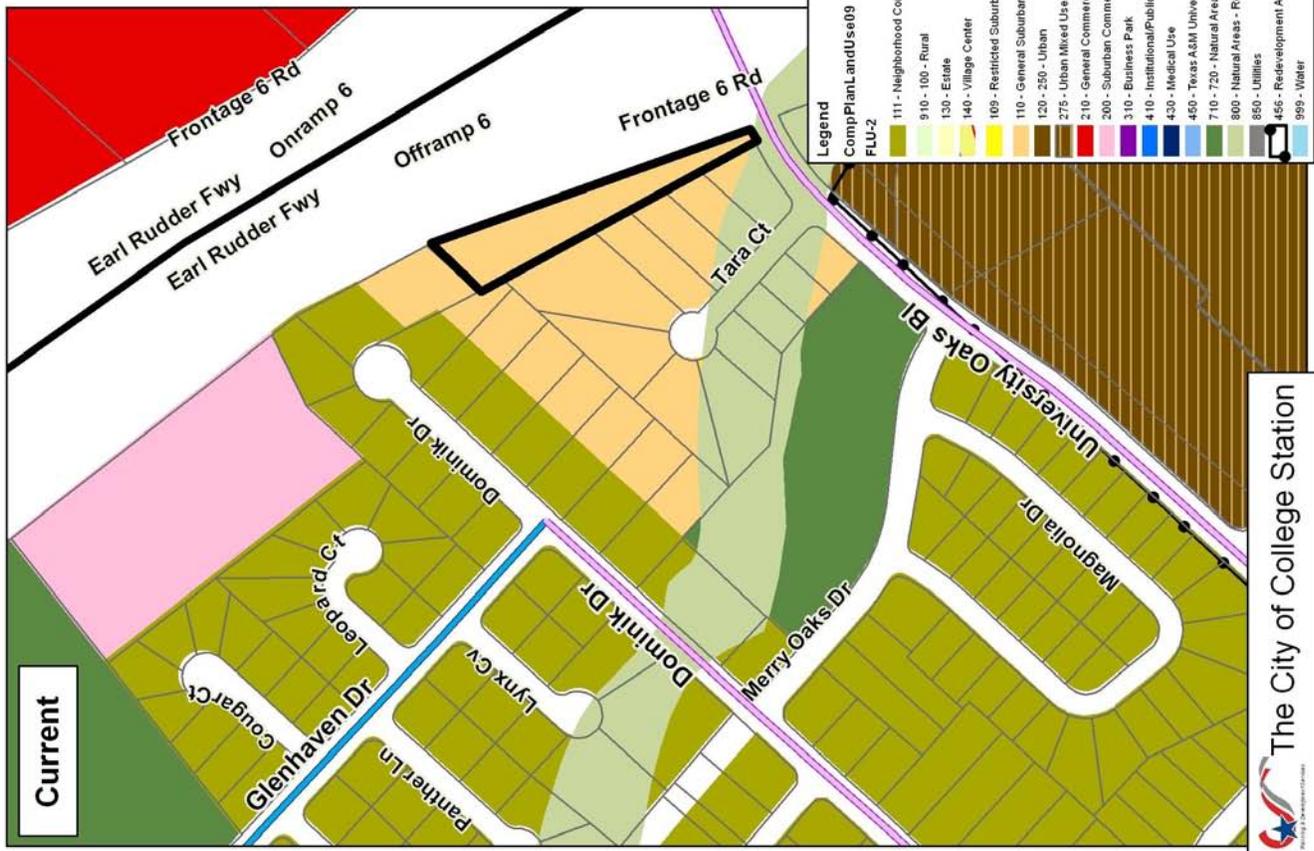
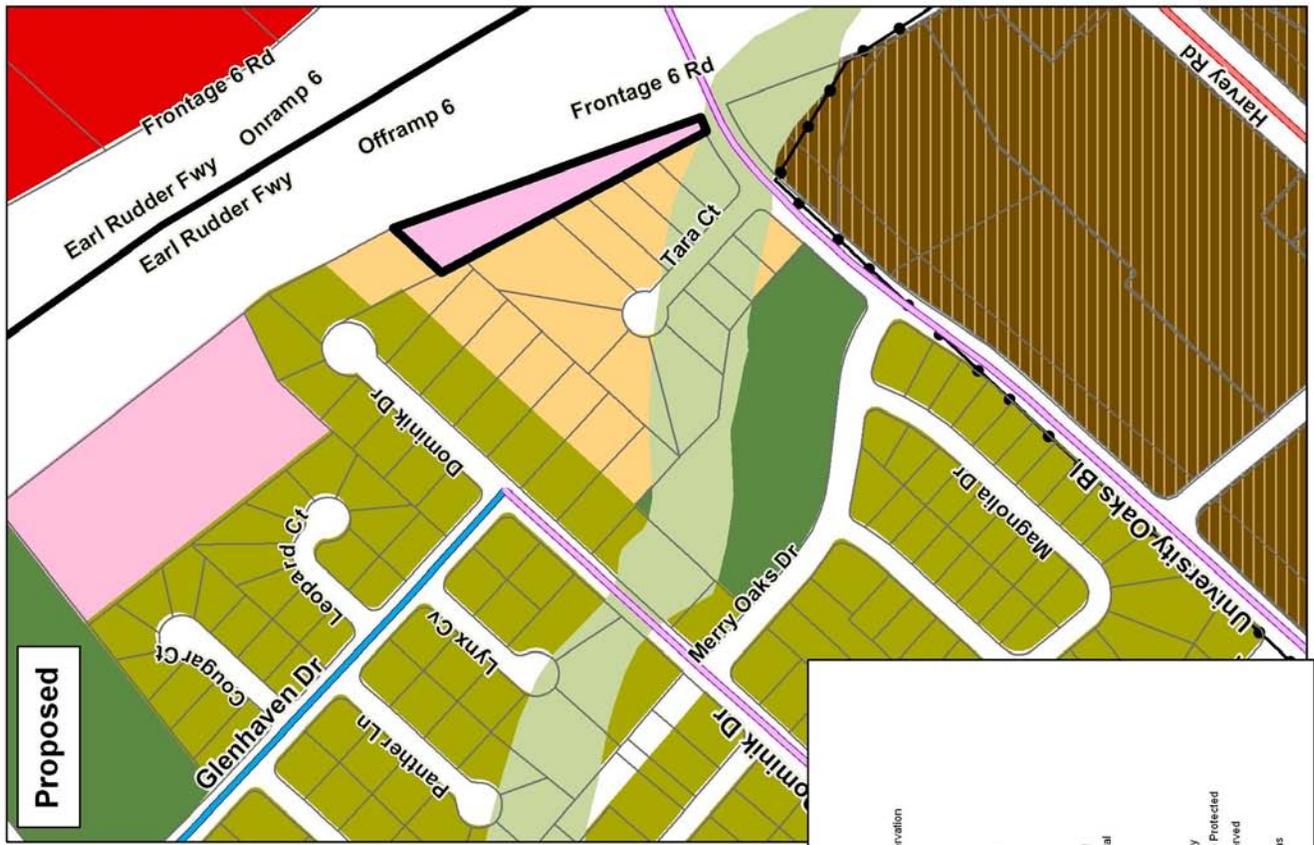
**1402 EARL RUDDER FWY**

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Case: **12-197**

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**COMP PLAN**



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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN CHAPTER 2 "COMMUNITY CHARACTER" BY AMENDING MAP 2.2 FUTURE LAND USE AND CHARACTER BY CHANGING THE LAND USE DESIGNATION FOR CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the College Station Comprehensive Plan is hereby amended by amending Map 2.2 Future Land Use and Character contained in Chapter 2 "Community Character" as set forth in Exhibit "A" attached hereto and made a part hereof.

PART 2: That the City Council of the City of College Station hereby adopts the amendment to Map 2.2 Future Land Use and Character as set out in Exhibit "B" attached hereto and made a part hereof.

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

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

PASSED, ADOPTED and APPROVED this 19<sup>th</sup> day of November, 2012.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**EXHIBIT "A"**

## A. Comprehensive Plan

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

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

## B. Master Plans

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

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011;
14. Southside Area Neighborhood Plan dated August 2012; and
15. Medical District Master Plan dated October 2012.

## C. Miscellaneous Amendments

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

1. Text Amendments:

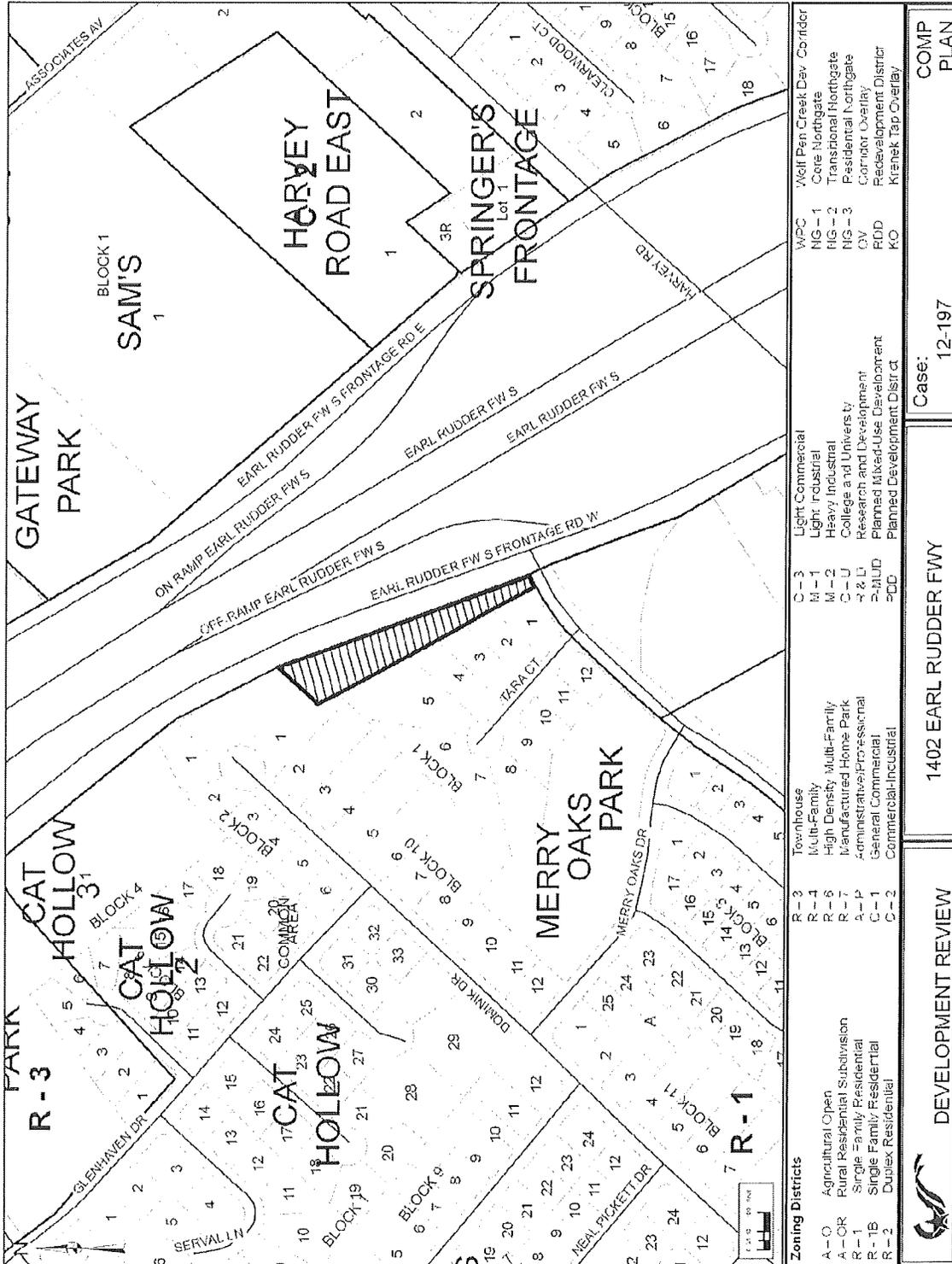
- a. Chapter 2 "Community Character," "Growth Areas" by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.
  2. Future Land Use and Character Map Amendment:
    - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
    - b. Richards Subdivision – Ordinance 3376, dated October 2011.
    - c. Earl Rudder Freeway at University Oaks – with this ordinance, dated November 2012.
  3. Concept Map Amendment:
    - a. Growth Area IV – Ordinance 3376, dated October 2011.
    - b. Growth Area V – Ordinance 3376, dated October 2011.
  4. Thoroughfare Map Amendment:
    - a. Raintree Drive – Ordinance 3375, dated October 2011.
    - b. Birkdale Drive – Ordinance 3375, dated October 2011.
    - c. Corsair Circle – Ordinance 3375, dated October 2011.
    - d. Deacon Drive – Ordinance 3375, dated October 2011.
    - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
    - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
    - g. Southwest Parkway – Ordinance 3375, dated October 2011.
- D. General
1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
  2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction ("ETJ"). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
  3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
  4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject

to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.

5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

**EXHIBIT "B"**

That the Comprehensive Plan, Map 2.2 Future Land Use & Character is hereby amended to change the future land use and character designation for the property shown below, generally located at the northwest corner of Earl Rudder Freeway and University Oaks Boulevard from General Suburban to Suburban Commercial.



**November 19, 2012**  
**Regular Agenda Item No. 5**  
**Bio-Corridor Board & Commission Appointments**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on appointments of City Council and Planning & Zoning Commission members to the BioCorridor Board.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** N/A

**Summary:** The adoption of the BioCorridor Planned Development District on 147 acres in College Station became complete after the City of Bryan granted an identical rezoning ordinance for their 50 acres on October 7, 2012. The zoning and development ordinance for the BioCorridor establishes a BioCorridor Board as a body of representatives from the cities and the Texas A&M University System that will be able to make subjective decisions regarding specific requests in the area (see attachment for list of powers and duties).

The ordinance calls for City Council to appoint three representatives from the City of College Station to the Board. Membership requires that:

- One be a member of City Council and
- Two be members of the Planning and Zoning Commission.

Chairman Mike Ashfield and Commissioner Bo Miles served on the BioCorridor subcommittee that provided staff with the guidance necessary to create the zoning proposal. At their annual retreat, the Commission proposed that the Council consider Commissioner Miles and Commissioner Gay for the Board. This noted, all members of the Planning and Zoning Commission are eligible for appointment to the BioCorridor Board.

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

**Attachments:**

1. Article 4 "BioCorridor Board" of the BioCorridor Planned Development District Ordinance

**ARTICLE 4. BIOCORRIDOR BOARD**

**4.1 Creation.**

A BioCorridor Board is hereby created for the purpose of enhancing the community's ability to consistently review subdivision, building, and site design issues of the unique, multi-jurisdictional BioCorridor Planned Development District. The BioCorridor Board shall bring governing expertise from each City and a representative of Texas A&M University to bear on these issues within the BioCorridor area.

**4.2 Membership and Terms.**

**A. Number, Appointment.**

A BioCorridor Board is hereby created to consist of seven (7) members as follows:

1. Appointment of three (3) members shall be made by the College Station City Council. Two (2) of these appointments shall be members of the City of College Station's Planning and Zoning Commission. One (1) appointment shall be a member of the College Station City Council.
2. Appointment of three (3) members shall be made by the Bryan City Council. Two (2) of these appointments shall be members of the City of Bryan's Planning and Zoning Commission. One (1) appointment shall be a member of the Bryan City Council.
3. Appointment of one (1) member shall be made by the Chancellor of the Texas A&M University System or his designee. This appointment shall be an employee of the Texas A&M University System.

**B. Terms.**

1. Terms of members of the BioCorridor Board shall be for two (2) years or until their successors are appointed.
2. Should a BioCorridor Board member no longer qualify for his or her position, that member's term shall be ended immediately upon such qualifying event. For example, if an appointed Planning and Zoning Commissioner is no longer a Commissioner for the City.

**C. Vacancies.**

Vacancies shall be filled by the governing entity/person responsible for the appointment.

**4.3 Officers, Meetings, Quorum.**

**A. Officers.**

A Chairperson and a Vice-Chairperson shall be selected every two years from among its members. The Chairperson and Vice-Chairperson shall be municipal representatives and shall not be appointees from the same municipality. The Vice-Chairperson may act as Chairperson when the Chairperson is not available.

**B. Meetings.**

Members of the BioCorridor Board shall meet as needed and the Chairperson shall designate the time and place of such meetings. All meetings of the Board where a quorum is present shall be open to the public. The BioCorridor Board shall comply with the Open Meetings Act.

**C. Quorum.**

Four (4) members shall constitute a quorum for the transaction of any business. Any recommendations advanced to a different regulatory entity without a majority of positive votes from those members present shall be deemed a negative recommendation.

**D. Rules of Proceeding.**

The BioCorridor Board may adopt its own rules of procedure consistent with this Ordinance.

**E. Minutes.**

The BioCorridor Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services office of the City of Bryan and shall be a public record. A copy of all such records shall be delivered to the Planning and Development Services office of the City of College Station by the City of Bryan within ten (10) working days of filing.

**4.4 Powers and Duties.**

The BioCorridor Board shall have the following powers and duties:

**A. Recommendations.**

1. The BioCorridor Board shall review and make recommendations to City Staff of College Station and Bryan regarding improvements in the public realm that further the aesthetics, identity, and access to and within the BioCorridor Planned Development District.
2. The BioCorridor Board shall review and make recommendations to the City's Planning and Zoning Commission regarding Waivers of the standards in the Subdivision Design and Improvements article of the BioCorridor Planned Development District ordinance.

**B. Final Action.**

The BioCorridor Board shall hear and take final action on the following:

1. Special District Identification Signs as set forth in the BioCorridor Planned Development District ordinance;
2. Temporary signs promoting positive communications as set forth in the BioCorridor Planned Development District ordinance;
3. Works of art and their locations when located in public right-of-way or other public area as set forth in the BioCorridor Planned Development District ordinance;
4. Appeal of the BioCorridor Review Committee's determination regarding applicability of plat requirements;
5. Appeal of the BioCorridor Review Committee's denial of a site plan as set forth in the Site Plan Review section of the BioCorridor Planned Development District ordinance;
6. Waivers to the dimensional requirements and number of parking spaces required in the Off-Street Parking Requirements section of the BioCorridor Planned Development District ordinance;
7. Appeal of the BioCorridor Review Committee's denial of an alternative parking plan;
8. Alternative Highway Buffers Standards as allowed in the BioCorridor Planned Development District ordinance; and
9. Appeal of the terms of the Highway Buffer Standards as set forth in the BioCorridor Planned Development District ordinance.

**4.5 Staff.**

The City of College Station and the City of Bryan shall provide staff support, as needed, to the BioCorridor Board.

**A. BioCorridor Review Committee.**

The BioCorridor Review Committee will provide background information and recommendations to the Board as set forth in the BioCorridor Planned Development District ordinance.

**B. Administrative Support.**

The City of College Station and/or the City of Bryan shall provide administrative support functions for each meeting, such as agenda posting and the filing of minutes.

**C. Planning Representative.**

Where ministerial acts have not been completed, the City's planning representative shall ensure that the changes to plats and/or plans are completed as approved by the BioCorridor Board.