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Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

Interim City Manager

Kathy Merrill

Council members

Blanche Brick

Jess Fields

John Nichols

Julie M. Schultz

James Benham

Agenda
College Station City Council
Regular Meeting
Thursday, September 26, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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

Consent Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

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:
 - September 12, 2013 Workshop
 - September 12, 2013 Regular Council Meeting
 - b. Presentation, possible action, and discussion regarding the approval of Election Judges for the November 5, 2013 General Election. Presentación, posible acción y diálogo con respecto a la aprobación de Jueces para las Elecciones Generales del 5 de noviembre de, 2013.
 - c. Presentation, possible action, and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

- d. Presentation, possible action and discussion regarding ratification of contract award #13-361 and #13-407 to N-Line Traffic Maintenance for the installation of traffic pavement markings.
- e. Presentation, possible action, and discussion regarding a Resolution setting a public hearing to update the 92-01 Graham Road Sewer Line, 07-01 Spring Creek Sewer Line, 97-02B Alum Creek Sewer Line, 99-01 Harley Water Line, and 03-02 Steeplechase Sewer Line Impact Fees.
- f. Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.
- g. Presentation, possible action and discussion regarding an animal sheltering services agreement.
- h. Presentation, possible action and discussion regarding proposed changes to Chapter 2 – Animal Control of the City of College Station Ordinances.
- i. Presentation, possible action and discussion regarding a Law Enforcement Assistance- Inter-local Agreement.
- j. Presentation, possible action, and discussion on the Advance Funding Agreement (AFA) with The Northpoint Crossing (Plaza) developer on the reconstruction of the traffic signal at University Dr. and Texas Ave. Contract associated 13-412.
- k. Presentation, possible action, and discussion regarding the first renewal of service Contract 12-302 for annual janitorial services for the Northgate District and the Chimney Hill center with Shelby Building Maintenance & Janitorial, Inc. DBA Professional Floor Service & Janitorial in an amount not to exceed \$59,627.
- l. Presentation, possible action, and discussion regarding an amendment to Chapter 10, Section 4 of the College Station Code of Ordinances, specifically a change to the lost ticket fee for the Northgate parking garage.
- m. Presentation, possible action and discussion to authorize expenditure of funds for FY'14, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.
- n. Presentation, possible action and discussion regarding renewal of the services contract 12-300, for outsourcing of the Printing and Mailing of Utility Bills, final notices and inserts for an estimated annual expenditure of \$230,000 to Xpedient Mail.
- o. Presentation, possible action, and discussion regarding the renewal of an annual price agreement with Ergon Asphalt Emulsion, Inc. for the purchase of Emulsified Asphalt Products in the amount of \$428,697.14.
- p. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 2F, of the College Station Code of Ordinances regarding the Traffic Control Device Inventory, Schedule V (School Zones).
- q. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 3, of the College Station Code of Ordinances regarding the speed limits on FM 2818.

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

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

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

1. Presentation, possible action, and discussion regarding the appointment to the Board of Directors for the Brazos Central Appraisal District.
2. Presentation, possible action, and discussion regarding an appointment to the BVSWMA, Inc. Board of Directors.
3. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.35 acres in Oak Terrace Addition, Lots 11-16, Block 12, 1.46 acres in Tauber Subdivision, Lots 1-5 & 16-20 and associated BPP, Block 4, and 1.02 acres in Ramparts Subdivision, Part of Tracts C & D, recorded in Volume 10683, Page 240 of the Official Records of Brazos County, Texas and Nagle Street right-of-way between these properties, generally located at 601 Cross Street, 700 Cross Street, and 402 Nagle Street from NG-3 Residential Northgate to NG-2 Transitional Northgate.
4. Public Hearing, presentation, possible action, and discussion on an ordinance amending the College Station Comprehensive Plan by adopting the South Knoll Area Neighborhood Plan for the area generally located within the boundaries of Texas Avenue, Holleman Drive, Welsh Avenue, Southwest Parkway, Wellborn Road, and Harvey Mitchell Parkway.
5. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED:

Kathleen Memei

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, September 26, 2013 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 20th day of September, 2013 at 5:00 p.m.


City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 20, 2013 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2013 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2013.

Notary Public – Brazos County, Texas My commission expires: _____

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

September 26, 2013
City Council Consent Agenda Item No. 2a
City Council Minutes

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- September 12, 2013 Workshop
- September 12, 2013 Regular Council Meeting

Attachments:

- September 12, 2013 Workshop
- September 12, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 12, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
John Nichols
Julie Schultz, absent
James Benham

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 4:32 p.m. on Thursday, September 12, 2013 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, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:33 p.m. on Thursday, September 12, 2013 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- 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
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361st Judicial District Court, Brazos County, Texas
- Robyn Taylor, individually and as next friend of Faith Taylor, a minor child v. Lincoln Recreation Center, Cause No. 13-001244-CV-361, in the 361st District Court, Brazos County, Texas

B. Deliberation on the purchase, exchange, lease or value of real property; to wit:

- Property located at or near 204-220 Holleman Drive in College Station

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

- City Manager

The Executive Session adjourned at 6:08 p.m.

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

No action was required from Executive Session.

Presentations

- **Presentation to Texas A&M Engineering Extension Service (TEEX) proclaiming September as National Preparedness Month.**

Mayor Berry presented a proclamation to TEEX representatives and proclaimed September as National Preparedness Month.

- **Presentation to Deb Barton proclaiming September 12, 2013 as Deb Barton Day.**

Mayor Berry presented a proclamation to Deb Barton and proclaimed September 12, 2013 as Deb Barton Day in recognition of her accomplishments in the biking events at the Texas State Games and the National Senior Games.

- **Presentation to the City of College Station by Union Pacific in recognition of the City's 75th Anniversary.**

Jay Socol, Director of Public Communications, provided a video of the generous donation (\$10,000) by Union Pacific for the City's 75th Anniversary Exhibit.

Linda Harvell, Chairperson of the Historic Preservation Committee, spoke on the activities surrounding the City's 75th Anniversary celebration and the events planned, thanking Mike Neu, Jacob Morris, and city staff for their work.

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

Items 2a, 2b, 2c, were pulled for discussion.

2a: Councilmember Mooney requested a discussion on the minutes from the Budget Workshop on August 20, 2013 regarding \$25,000 to the BCS Chamber of Commerce to be taken from CVB-Grant Funding. It was agreed that the discussion will take place under Item Six (6) of the Regular Agenda.

2b: Bob Cowell, Executive Director of Planning and Development, spoke on concerns regarding the two hour parking limit, enforcement, and equal treatment of parking in the Northgate District.

2c: Bob Cowell, Executive Director of Planning and Development, clarified the intent of this grant and any control the City retains once the contract is executed.

5. Presentation, possible action, and discussion on TxDOT's Thoroughfare Transfer Program.

Chuck Gilman, Director of Public Works, gave an overview of the proposed TxDOT Thoroughfare Transfer Program, including the thoroughfares under consideration. The presentation highlighted the responsibilities the City would assume upon transfer, including capital improvements and operations and maintenance.

6. Council Calendar

<u>Sept. 16</u>	<u>IGC Meeting at BVCOG, 12:00 p.m.</u>
<u>Sept. 16</u>	<u>Celebrating the Arts Gala at the Hilton, 6:00 p.m.</u>
<u>Sept. 18</u>	<u>BVSWMA Board Meeting at 310 Krenek Tap Road - Municipal Court Building - 2nd Floor - Room 203, 11:00 a.m.</u>
<u>Sept. 18</u>	<u>RVP Board Meeting at RVP, 3:00 p.m.</u>
<u>Sept. 19</u>	<u>P & Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Blanche Brick, Liaison)</u>
<u>Sept. 19</u>	<u>TML Region 10 in Caldwell Civic Center - Caldwell, Texas at 6:00 p.m.</u>
<u>Sept. 26</u>	<u>Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.</u>
<u>Sept. 27</u>	<u>7th Annual Texas Reds Steak & Grape Festival in Downtown Bryan at 5:00 p.m.</u>
<u>Sept. 28</u>	<u>7th Annual Texas Reds Steak & Grape Festival in Downtown Bryan at 10:30 p.m.</u>

Council reviewed the calendar.

7. Presentation, possible action, and discussion on future agenda items: a Councilmember 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 Brick requested a presentation on Greenway paths and trails from staff.

Councilmember Brick requested an update on the development of the Lick Creek Nature Center.

Councilmember Benham requested a presentation by staff on the elimination of the Recreation Fund, consolidating it with the Parks and Recreation budget.

Councilmember Fields requested an update on a previously requested item regarding the service contract with the Library.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Brick reported on the Transportation and Mobility Committee.

Councilmember Mooney reported on the Economic Development Committee.

Mayor Berry reported on a meeting with William Pittman of the TAMU Student Senate.

Councilmember Benham reported on the Research Valley Technology Council.

9. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:10 p.m. on Thursday, September 12, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 12, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
John Nichols
Julie Schultz, absent
James Benham

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy City Secretary
Ian Whittenton, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:18 p.m. on Thursday, September 12, 2013 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.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve Councilmember Schultz's Absence Request. The motion carried unanimously.

Citizen Comments

William Pittman, 1401 Skrivanek Ct., Vice President for Community Relations of the Student Government Association of Texas A&M University, spoke of his positive current interactions with Council and the anticipation of continuing that in the future.

CONSENT AGENDA

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

- **August 19, 2013 Budget Workshop**
- **August 20, 2013 Budget Workshop**
- **August 21, 2013 Budget Workshop**
- **August 22, 2013 Workshop**
- **August 22, 2013 Regular Council Meeting**

2b. Presentation, possible action, and discussion on Ordinance 2013-3516, amending Chapter 10, Section 10-4, Subsection G of the code of ordinances, establishing two-hour parking on Church Avenue, near its intersection with University Drive.

2c. Presentation, possible action and discussion on approving a contract for the grant of federal HOME CHDO Set-Aside funds with Brazos Valley Community Action Agency (BVCAA) in the amount of \$1,448,868 for acquisition and possible rehabilitation of ten (10) existing dwelling units to be used as affordable rental housing for income-eligible households.

2d. Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2014. FY14 premiums for all lines of coverage total \$408,039.66.

2e. Presentation, possible action, and discussion on the consideration of Ordinance 2013-3517, amending Chapter 10, "Traffic Code", Section 10-2., "Traffic Control Devices," Subsection D "Intersections Controlled by Stop Signs", Traffic Schedule III – Stop Signs, of the Code of Ordinances of the City of College Station, Texas, by implementing a three-way stop controlled operation at the new intersection of Church Avenue East-bound and Church Avenue North-bound and the South-bound public way exiting the Stack property.

2f. Presentation, possible action, and discussion of the first renewal of Service Contract 12-278 between the City of College Station and Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC in the amount of \$142,534 for the purpose of Annual Janitorial Maintenance Service of City buildings.

2g. Presentation, possible action, and discussion of the first renewal of Service Contract 12-291 between the City of College station and JNA Painting and Contracting in the amount of \$57,931 for the purpose of Various Interior/ Exterior Painting of City buildings.

2h. Presentation, possible action, and discussion regarding Resolution 09-12-13-2h, approval of amending the Resolution Determining Need and Necessity for the Barron Road East Extension Project.

2i. Presentation, possible action, and discussion regarding approval of a purchase between the City of College Station and SHI Government Solutions in the amount of \$143,531.20 for the purposes of buying half of the Microsoft Office 2013 software licenses to upgrade the city suite of applications.

2j. Presentation, possible action and discussion regarding ratification of an amendment to the Interlocal Agreement for Joint Use of Facilities between the College Station Independent School District (CSISD) and the City of College Station to Transition Kids Klub operations.

Items 2c and 2f were pulled for a separate vote.

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 approve the Consent Agenda, less items 2c and 2f. The motion carried unanimously.

(2c)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve a contract for the grant of federal HOME CHDO Set-Aside funds with Brazos Valley Community Action Agency (BVCAA) in the amount of \$1,448,868 for acquisition and possible rehabilitation of ten (10) existing dwelling units to be used as affordable rental housing for income-eligible households. The motion carried.

(2f)MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, with Councilmember Fields abstaining, to approve the first renewal of Service Contract 12-278 between the City of College Station and Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC in the amount of \$142,534 for the purpose of Annual Janitorial Maintenance Service of City buildings.. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3518, amending Chapter 12, “Unified Development Ordinance,” Sections 12-8.3.E, “Streets,” and 12-8.3.G, “Blocks,” of the Code of Ordinances of the City of College Station, Texas to amend street network and block length requirements.

At approximately 7:57 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, 511 University Drive E Ste 204, presented an analysis on the impact of the proposed amendment which included lot size, connectivity, and financial considerations.

Steve Arden, 311 Cecilia Loop, spoke on lot pricing and consumer preference for lots in the community. He also spoke on his future concern of street drainage under the proposed standard.

Buck Prewitt, 2302 Scotney Ct., spoke against the proposed changes to the Unified Development Ordinance.

Randy French, 4090 State Hwy 6 S, spoke on his concerns about connectivity, the market as a driver for homes, and concerns for the consumer under the proposed changes.

Michael Schaefer, 5301 Riviera Ct., spoke on the home market in the community, indirect costs of the proposed increase, safety, and health concerns.

Rose Selman, 230 Southwest Pkwy East, thanked the Council for the opportunity for allowing the speakers today. She also thanked Bob Cowell and staff for their cooperation.

Mike Ashfield, Planning and Zoning Commission, spoke on the process and considerations given when the commission developed its recommendations for council.

There being no further comments, the Public Hearing was closed at 9:08 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted four (4) for and two (2) opposed, with Councilmembers Brick and Nichols voting against, to approve Ordinance 2013-3518, amending Chapter 12, "Unified Development Ordinance," Sections 12-8.3.E, "Streets," and 12-8.3.G, "Blocks," of the Code of Ordinances of the City of College Station, Texas to amend street network and block length requirements. The motion carried.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Fields, the City Council voted one (1) for and five (5) opposed, with Councilmember Nichols, Mooney, Benham, Brick and Berry voting against, to amend the ordinance to make a cul-de-sac a qualifying break in block length. The motion failed.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3519, vacating and abandoning a 0.009 acre portion of right-of-way and a 0.008 acre portion of right-of-way on Lots 1 and 10, respectively, of Block 5 of the W.C. Boyett Estate Partition according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas.

At approximately 9:35 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:36 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, with Councilmember Fields not present for the vote, to approve Ordinance 2013-3519, vacating and abandoning a 0.009 acre portion of right-of-way and a 0.008 acre portion of right-of-way on Lots 1 and 10, respectively, of Block 5 of the W.C. Boyett Estate Partition according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion on Ordinance 2013-3520, amending the College Station Comprehensive Plan by adopting the Economic Development Master Plan.

At approximately 10:06 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:06 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields

voting against, to approve Ordinance 2013-3520, amending the College Station Comprehensive Plan by adopting the Economic Development Master Plan. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3521, amending the following chapters of the Code of Ordinances of the City of College Station, Texas: Chapter 2 “Animal Control,” Chapter 6 “Fire Protection,” Chapter 7 “Health and Sanitation,” Chapter 10 “Traffic Code,” Chapter 12 “Unified Development Ordinance,” and Chapter 15 “Impact Fees” related to the creation and amendment of one- and two-family residential zoning districts in compliance with the Comprehensive Plan.

At approximately 10:29 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:29 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve Ordinance 2013-3521, amending the following chapters of the Code of Ordinances of the City of College Station, Texas: Chapter 2 “Animal Control,” Chapter 6 “Fire Protection,” Chapter 7 “Health and Sanitation,” Chapter 10 “Traffic Code,” Chapter 12 “Unified Development Ordinance,” and Chapter 15 “Impact Fees” related to the creation and amendment of one- and two-family residential zoning districts in compliance with the Comprehensive Plan. The motion carried.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3522, amending Chapter 12, “Unified Development Ordinance,” Articles 3, “Development Review Procedures,” 7, “General Development Standards,” and 8, “Subdivision Design and Improvements,” of the Code of Ordinances of the City of College Station, Texas by the creation and amendment of single-family parking requirements.

At approximately 10:47 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 10:47 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve Ordinance 2013-3522, amending Chapter 12, “Unified Development Ordinance,” Articles 3, “Development Review Procedures,” 7, “General Development Standards,” and 8, “Subdivision Design and Improvements,” of the Code of Ordinances of the City of College Station, Texas by the creation and amendment of single-family parking requirements. The motion carried.

6. Presentation, possible action, and discussion on Ordinance 2013-3523, adopting the City of College Station 2013-2014 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields

voting against, to approve Ordinance 2013-3523, adopting the City of College Station 2013-2014 Budget. The motion carried.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted three (3) for and three (3) opposed, with Councilmembers Benham, Fields, and Berry voting against, to provide \$25,000 of funding to the Chamber of Commerce from the general fund. The motion failed due to tie.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted four (4) for and two (2) opposed, with Councilmembers Fields and Benham voting against, to move \$25,000 of funding to the Chamber of Commerce from the CVB-Grant Funding to the Hotel Occupancy Tax funding being administered directly from the City. The motion carried.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Berry, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve ratifying the property tax revenue increase reflected in the budget. The motion carried.

7. Presentation, possible action, and discussion on approval of Ordinance 2013-3524, adopting the City of College Station 2013-2014 ad valorem tax rate of \$0.425958 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.232905 per \$100 assessed valuation.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Nichols the City Council voted six (6) for and none (0) opposed, to approve Ordinance 2013-3524, adopting the City of College Station 2013-2014 ad valorem tax rate of \$0.425958 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.232905 per \$100 assessed valuation. The motion carried unanimously.

8. Presentation, possible action, and discussion on Ordinance 2013-3525, amending Chapter 11, Utilities” Section 5, “Solid Waste Collection Regulations”, of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for commercial solid waste services by fifteen percent (15%).

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve Ordinance 2013-3525, amending Chapter 11, Utilities” Section 5, “Solid Waste Collection Regulations”, of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for commercial solid waste services by fifteen percent (15%). The motion carried.

9. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 11:46 p.m. on Thursday, September 12, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

September 26, 2013
El 26 de septiembre de 2013
City Council Consent Agenda No. 2b
Punto de Acuerdo en la Orden del Día del Consejo de la Ciudad
2013 General Election Judges
Jueces para las Elecciones Generales de 2013

To (Para): Mayor and Council (*El Alcalde y el Consejo*)

cc: Kathy Merrill, Interim City Manager (*Gerente Interina de la Ciudad*)

From: Sherry Mashburn, City Secretary (*Secretaria de la Ciudad*)

Agenda Caption (*Resumen de la Agenda del Día*): Presentation, possible action, and discussion regarding the approval of Election Judges for the November 5, 2013 General Election. *Presentación, posible acción y diálogo con respecto a la aprobación de Jueces para las Elecciones Generales del 5 de noviembre de, 2013.*

Recommendation (*Recomendación*): Approve as presented to the City Council. *Aprobar después de ser presentado al Consejo de la Ciudad.*

Summary (*Resumen*): Council approved an ILA with Brazos County on August 22, 2013. The Brazos County Clerk is designated as the Chief Election Official and as such is responsible for the securing of qualified individuals to serve as election judges for each polling place. *El Consejo aprobó un Acuerdo Interlocal con el Condado de Brazos el 22 de agosto de 2013. El Oficial del Condado de Brazos será designado como el Oficial Encargado de las Elecciones y como tal es responsable de contratar a individuos calificados para que sirvan de jueces de las elecciones para cada centro de votaciones.*

Budget Summary (*Resumen del Presupuesto*): The cost for election judges is included in the total cost of the General Election, \$35,000. *El costo de contratar a jueces para las elecciones se incluye en el costo total de las Elecciones Generales, \$35,000.*

Attachments (*Documentos adjuntos*):

- List of Election Workers (*Lista de empleados para las Elecciones*)

2013 General Election					
WSKRS	Location	Judge	Alt. Judge	Clerk	Clerk
	1	Michael Bobiniski *R*	Verna Ruth Mathis *D*	Jimmy Mathis *D*	
4W/1BL	Millican Community	PO Box 10834	243900 State Hwy 6 S	243900 State Hwy 6 S	
	Center	College Station, Tx 77842	Navasota, TX 77868	Navasota, TX 77868	
		979-777-6834	936-825-7151	936-825-7151	
	03,23	Connie Hooks *R*	Harold Eaton *D*	Martha Garcia Opersteny *D*	
4W/1BL	Siegert Center - Smetana	5797 Broach	2855 Eaton Lane	4168 Cypress	
		Bryan, Tx 77808	Bryan, TX 77807	Bryan, TX 77803	
		979-997-6064	979-823-8806	823-4119 979-324-8024	
	4,18,79,43	Shirley Carter *D*		Rachel Medina *D*	
4W/3BL	Galillee Baptist Church	P.O. Box 4407		206 McCulloch	
		Bryan, TX 77806		Bryan, TX 77803	
		2 979-676-1027		979-777-4376	
	5,48,60,61,37	Nora Lee Moore *R*	Marilyn Moore *D*	Marci Ward *D*	
4W/1BL	Zion Church of Kurten	7545 Welch	8300 Dilly Shaw Tap Road	3903 Old Hearne Road	
		Bryan, Tx 77808	Bryan, TX 77808	Bryan, Tx 77803	
		1 979-204-6672	979-220-8400	979-218-2395	
	6	Frank Hilburn *R*	Corbet Perkins *D*	Nell Johnson *D*	
4W/1BL	Edge Community Center		2455 Megan Lane	16384 Macey Road	
			Bryan, TX 77808	Hearne, TX 77859	
		1 979-823-4320	979-589-3773	979-589-2979	

	7	Lola Peterson *R*	Helen Wager *D*	Nicolosa Rodriguez *D*	
4W/1BL	Reliance Community	7012 Wood Oak	1972 FM 2776	4297 Andert	
	Center	Bryan, Tx 77802	Bryan, TX 77808	Bryan, TX 77808	
		1 (979)-776-5589 / 255-9836	979-589-2458 979-571-9442	979-218-3667	
	8	Thala Hooks *R*	Jack Miller *D*	Vincent Rosas *D*	Katy Stewart *D*
4W/1BL	Parkway Baptist Church	2801 Adrienne St	714 Williamson Dr.	1705 Rosedale	P.O. Box 4041
		College Station, Tx 77845	Bryan, TX 77801	Bryan, TX 77803	Bryan, Tx 77805
		1 (979)695-0406 / 574-5207	979-822-0150	979-775-2296	979-820-1048
	9	Terri Stewart *R*	Raul Castillo *D*	Nikki Van Hightower *D*	Warren Whiting *D*
6W/1BL	Justice of the Peace Pct. 3	1555 Harris Dr	1515 Wolf Run	1515 Wolf Run	1407 Clement
		College Station, Tx 77845	College Station, TX 77840	College Station, TX 77840	College Station, TX 77840
		1 979-690-2721	913-240-1022	979-575-6776	979-693-3348
	11,21,22	Arthur Pinto *R*	Lucy Smith *D*	Rosemarie Swanson *D*	
4W/2BL	College Heights	3900 Derne Dr	3807 Ranger Dr.	3604 Cavitt	
	Assembly of God	College Station, Tx 77845	Bryan, TX 77801	Bryan, TX 77801	
		2 979-446-1961	979-846-0008 979-574-8386	979-846-4504	
	12	Diana Davis *R*	Margaret Elbich *D*	Trish Burk *D*	Susan Spears *D*
6W/2BL	First Baptist Church	2321 Carter Creek Pkwy	707 Meadow Lane	201 Lee Avenue	4216 Maywood
		Bryan, Tx 77802	Bryan, TX 77802	College Station, TX 77840	Bryan, Tx 77801
		1 (979)703-4509 / 573-8605	979-846-7142	979-764-1197	979-218-5755
	13/52	Nori Hernandez *R*	Princess Jones *D*	Mary Alice Garcia *D*	
4W/1BL	Beacon Baptist Church	4901 Green Prairie Rd	1146 E. WJB Parkway	902 Mitchell	
		College Station, Tx 77845	Bryan, X 77803	Bryan, TX 77802	

		1	979-268-0177	979-775-0653	979-676-6850	
	14/57		Jesse Ostiguin *D*		Roel Villareal *D*	
4W/3BL	Bryan Ballroom		1101 Allen Forest		3514 Meadow Lark Circle	
			Bryan, TX 77803		Bryan, TX 77808	
		2	979-324-7016		254-554-1902	
	15		Debbie Pipes *R*	W. Paul Morano *D*	Marie Stinnett *D*	
4W/1BL	Central Church of		2633 Trophy Dr	1215 Brookhollow	2300 Barak Lane	
	Christ		Bryan, Tx 77802	Bryan, TX 77802	Bryan, TX 77802	
		1	979-774-0728	979-823-8115	979-846-7601	
	16		Barry Clar *D*		Minerva Davilla *D*	
4W/3BL	Brazos County Admin.		P.O. Box 1405			
	Bldg		Bryan, TX 77806			
			979-822-5526		979-820-4051	
	17		Murrey Bennett *R*	Paul Peterson *D*	Valentine Lopez *D*	
4W/3BL	Brazos County Health		4609 Park Haven Ct	4408 Sherwood St.	203 S. Polk	
	Dep.		Bryan, Tx 77902	Bryan, TX 77803	Bryan, TX 77803	
		2	(979)774-0494 / 255-1972	979-778-0466	979-775-8253	
	19,30,47,46,77		Sunny Keelan *R*	Lupe Ostiguin *D*	Bobbie Newton *D*	
4W/3BL	Bryan United Pentecostal		3970 Arboleda Dr	605 Leonard Road	2306 Wilkes	
	Church		College Station, Tx 77845	Bryan, TX 77807	Bryan, TX 77803	
		2	979-703-5207	979-255-7047	979-778-1715	
	20		Boyd Cherry *R*	Bobby Presley *D*	Danny Yeager *D*	
4W/1BL	MSC-TAMU		3224 Pinyon Creek Rd	10995 Woodlands	1211 Haley Place	
	Room 1400		Bryan, Tx 77807	College Station, TX 77845	College Station, TX 77845	

		2	979-775-4050	979-764-2415	979-777-8758	
	24,53,58		Raul Pendas *R*			
4W/1BL	College Station		1314 Garden Ln			
	Fire Dept #6		Bryan, Tx 77802			
		1	703-4814 / (281)642-4535			
	25,62,64,81		Denise Ray *D*		Bennie Jackson *D*	
4W/1BL	GW Williams		315 Moss		704 Dumas	
	Tabernacle		Bryan, Tx 77803		Bryan, Tx 77803	
		1	979-220-2529		979-822-0202	
	27,42,56		Clyde Goan *R*	Robert Martinez *D*	Barbara Dever *D*	
4W/1BL	Bright Light Baptist		236400 Tonkaway Ln	oscar Chavarria *D*	3905 Sierra Court	
	Church		College Station, Tx 77845	College Station, Tx 77845	Bryan, Tx 77802	
		1	979-776-8750	979-776-4837	979-776-6319	
	28,68		Hemrietta Littleton *R*	Peggy Watson *D*	Susan McGrail *D*	
4W/0BL	Peach Creek		18264 Wigeon Tr	3651 Old Barker Ranch Road	2716 Adrienne Circle	
	Community Center		College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77845	
		0	979-571-5172	936-825-2314	979-693-6842 979-229-6914	
	29		Mason Newton *R*	Ruby Ellis *D*	Jimmy Restivo *D*	
4W/1BL	Pct. 4 Vol. Fire Station		5793 Los Robles	7512 Raymond Stotzer Parkway	P.O. Box 9121	
	Brushy		College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77842	
			979-268-3007	979-691-6348	979-846-2415	
	31		Al Postelwait *R*	Jean Cangelose *D*	Rosa Garcia *D*	Carol Davis-Rios *D*
4W/2BL	Larry J. Ringer Library		5013 Commonwealth Ct	2911 Jennifer	2813 Rayado	2908 Pueblo Court S
			College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77845	College Station, TX 77845

		1	979-218-8884	979-696-3269	979-694-8691 979-204-4624	979-676-2469
	33/74/49/72		Andre Steen *D*		Lucy Peterson *D*	
4W/1BL	Lincoln Center		309 Holleman		1200 Detroit St.	
			College Station, TX 77840		College Station, Tx 77840	
		1	979-696-2581		979-693-0555	
	34		Gary Thomas *R*	Joe Callaway *D*	Delores Turincio *D*	
4W/1BL	CS City Hall		336 Landsburg Ln	1003 Puryear	819 Krenek Tap Road #1604	
	Training Room		College Station, Tx 77845	College Station, Tx 77840	College Station, Tx 77840	
		1	979-485-8902	979-696-3240	979-764-8117	
	35		Roland Brauer *R*	Charles Fraser *D*	Faye Daily *D*	
4W/1BL	CS ISD Admin. Bldg.		1625 Harpes Ferry	1205 Hawk Tree	1213 Arizona	
			College Station, Tx 77845	College Station, TX 77845	College Station, TX 77840	
		1	979-690-6267	979-695-1347	979-204-1494	
	36		Ed Biskup *R*	Oscar Chavarria *D*	Helen Chavarria *D*	
4W/1BL	Fellowship Freewill		338 Landsburg Ln	2317 Oxford St.	2317 Oxford St.	
	Baptist Church		College Station, Tx 77845	Bryan, TX	Bryan, TX	
		2	(979)694-7950 / 739-4778	979-822-4133 979-777-6168	979-822-4133 979-777-5168	
	38		Barbara Cooper *D*		George Bell *D*	
4W/1BL	Castle Heights Baptist		4480 Carrabba Road		503 W. 17th St.	
	Church		Bryan, TX 77803		Bryan, Tx 77803	
		1	979-778-9944		979-779-3475	
	39		Bill Edison *R*	Gene Charleton *D*	Angelita Alonzo *D*	James Campbell *D*
6W/2BL	St. Francis Episcopal		4194 Koppe Bridge Rd	1611 Treehouse Trail	2311 Carter Creek Parkway	2701 Kent Dr. #15
	Church		College Station, Tx 77845	College Station, TX 77845	Bryan, TX 77802	Bryan, TX 77802

		1 690-9306 / (713)416-6906	979-229-2716 979-694-9285	979-775-2917	979-218-1090
	40	Peter Grandjean *R*	Paul Parrish *D*	Linda Parrish *D*	Treva Rose *D*
6W/1BL	Aldersgate Methodist	417 Rocking Spring Ct	2604 Faulkner	2604 Faulkner	3000 Christopher
	Church	College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77845	Bryan, Tx 77803
		0 979-690-1847	979-696-6026	979-696-6026	979-676-1087
	41, 59	Dixie Tracy *R*	Brian Bochner *D*	Judy Bochner *D*	Karen Gilley *D*
6W/1BL	Christ United Methodist	1999 Olden Ln	5111 Bellerive	5111 Bellerive	4710 Nantucket
	Church	College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77845	College Station, Tx 77845
		0 979-224-2910	979-690-7944	979-690-7944	979-690-0458
	45,78,44	Donald Tracy *R*	Lynn Krueger *D*	Irene Buentello *D*	
4W/1BL	Arena Hall		605 Ethel Blvd.	1602 S. College St. #45	
			Bryan, Tx 77802	Bryan, TX 77802	
		1	979-450-6755	832-513-9166	
	63,26	Marla Calvin *R*	Barry Bauerschlag *D*	Marilyn Milton *D*	Kenny Johnson *D*
6W/3BL	Brazos Center	21211 Fountain Dr	4515 Meadowbrook	3807 Ravenwood	202 Hearthstone
		Bryan, Tx 77801	Bryan, Tx 77802	Bryan, TX 77802	College Station, TX 77840
		2 979-324-8060	979-774-5318	979-774-4267	979-846-1990
	65,2,50,51,71,32,82,83,69	Patricia Lasiter *R*	Tina Hanna *D*	Felice Longnecker *D*	Verda Beasley *D*
6W/1BL	Wellborn Community Ctr	4404 Capstone	1707 Serval	4603 Midsummer Lane	P.O. Box 167
	Wellborn Road	College Station, Tx 77845	College Station, Tx 77840	College Station, Tx 77845	Wellborn, TX 77881
		979-690-4097	979-691-5463	979-690-0553	979-436-1479
	70, 67	Marvin Emshoff *R*	Ann Weaver Hart *D*	Kathryn Nemec *D*	
4W/1BL	Mary Branch	2514 Bristol	907 W. 26th St.	2623 Trophy	
	Elementary	Bryan, Tx 77802	Bryan, Tx 77803	Bryan, TX 77802	

		1 979-820-1629	979-739-7610 979-775-8701	979-731-8204	
	80,10	Doris Milam *R*	Terri Miller *D*	Irene Erion *D*	Wayne Sadberry *D*
6W/2BL	Living Hope Baptist	15511 S Texas Ave	15609 Wood Brook	2101 Barak Lane #8	808 E. 22nd St.
	Church	College Station, Tx 77840	College Station, Tx 77845	Bryan, TX 77802	Bryan, Tx 77803
		2 979-219-1088	979-777-1782	979-774-7055	979-775-9013
	CITY POLLING PLACES	BILINGUAL			

September 26, 2013
Consent Agenda Item No. 2c
Approval of Extension of Closing Date for Sale of First Street Property

To: Kathy Merrill, Interim City Manager

From: Randall Heye, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

Relationship to Strategic Goals: Diverse growing economy

Staff Recommendation: Staff recommends that Council approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation (Asset Plus) to no later than December 2, 2013.

Summary: On February 14, 2013 City Council entered into a Purchase & Sale Agreement with the Research Valley Partnership (RVP) to convey the First Street Property to Asset Plus for development pursuant to an economic development agreement with the City. Under the City's Purchase & Sale Agreement with the RVP, the closing for the sale of the property "shall be held at the title company selected by Seller within forty-five (45) calendar days from the date of this Agreement . . . or at such time and date as Seller and Buyer may agree upon so as to facilitate the sale of the Property to Asset Plus."

Under the original Purchase & Sale Agreement between the RVP and Asset Plus, Asset Plus was entitled to a 120-day Feasibility Period and a 30-day extension of that period. The extension was initiated and was scheduled to end July 22. Asset Plus then requested and the RVP agreed to amend their Purchase & Sale Agreement to provide Asset Plus an additional 60-day extension of their Feasibility Period with an October 15 closing date. Now Asset Plus has requested a second extension of the Feasibility Period to end November 1, with a final closing date no later than December 2.

As a result, the sale of the property will not occur within the provisions provided under the City's existing contract with the RVP. Council's action to approve the extension of the closing date to no later than December 2, 2013 will accommodate the second extension approved between the RVP and Asset Plus.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Yes

Attachments: None

September 26, 2013
Consent Agenda Item No. 2d
Ratification of Roadway Striping
And Markings Service Contracts

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding ratification of contract award #13-361 and #13-407 to N-Line Traffic Maintenance for the installation of traffic pavement markings.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Transportation

Recommendation(s): Staff recommends ratifying contracts #13-361 and #13-407 to N-Line Traffic Maintenance for the installation of traffic pavement markings.

Summary: A contract for striping and markings services was awarded to Highway Technologies of Austin, and approved by City Council November 8, 2012. Highway Technologies declared bankruptcy earlier this summer. Fortunately, Highway Technologies did not leave any projects partially complete.

Due to concerns over safety, staff felt that Texas Avenue needed new pavement markings this summer. Without a pavement markings contractor under contract, staff solicited quotes from contactors in late July. Staff received two quotes to complete Texas Avenue markings which were partially installed by TXDOT; DIJ Construction of Bertram, Texas in the amount of \$57,130.00 and N-Line Traffic Maintenance of Bryan, Texas in the amount \$36,900.00.

In late August a surface treatment was installed along Southwest Parkway in an effort to preserve the integrity of the pavement and base material. Similar to the situation on Texas Avenue, staff felt that the lack of pavement markings along Southwest Parkway between Texas Avenue and Earl Rudder Freeway created a safety issue. Therefore, staff requested a proposal from N-Line Traffic Maintenance to install pavement markings along Southwest Parkway. The second contract awarded to N-Line Traffic Maintenance was for \$27,367.50. Staff did not receive any other proposals for the markings on Southwest Parkway.

Although individually, each contract is within the approval authority of the City Manager, the amount of the two contracts combined exceeds that approval authority. Therefore, staff is requesting ratification of these two contracts. Staff is currently working with the City of Bryan to release a joint invitation to bid for the annual installation of pavement markings.

Budget & Financial Summary: Funds are available in the Public Works Traffic Division Operation and Maintenance Funds.

Reviewed and Approved by Legal: Yes

Attachments:

1. Construction Contracts are on file in the City Secretary's Office.

September 26, 2013
Consent Agenda Item No. 2e
Resolution to Set Public Hearing on Impact Fee Update

To: Kathleen Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution setting a public hearing to update the 92-01 Graham Road Sewer Line, 07-01 Spring Creek Sewer Line, 97-02B Alum Creek Sewer Line, 99-01 Harley Water Line, and 03-02 Steeplechase Sewer Line Impact Fees.

Relationship to Strategic Goals: Core Services and Infrastructure, and a Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission acting as the Impact Fee Advisory Committee considered this item at their September 19th meeting and recommended approval of the resolution.

Summary: The City Council of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of the any proposed and exiting impact fees. In accordance with Local Government Code 395.047, 395.049, and 395.052, the Advisory Committee met on September 19th and confirmed the need to update the City's current impact fees, and requests City Council to set a public hearing. The public hearing is to consider the update report at the November 14th Council Meeting.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE CITY OF COLLEGE STATION, TEXAS TO CALL FOR A PUBLIC HEARING ON AMENDMENT OF 92-01 GRAHAM ROAD SEWER LINE, 97-01 SPRING CREEK SEWER LINE, 97-02B ALUM CREEK SEWER LINE, 99-01 HARLEY WATER LINE, AND 03-02 STEEPLECHASE SEWER LINE IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas, has implemented impact fees in accordance with Chapter 395 of the Texas Local Government Code for the Graham Road Sewer Line, Spring Creek Sewer Line, Alum Creek Sewer Line, Harley Water Line, and Steeplechase Sewer Line Areas; and

WHEREAS, the Impact Fee Advisory Committee acted on September 19, 2013, confirming the need to update the subject impact fee, and requests City Council to set a public hearing; now, therefore,

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

PART 1: The City Council of the City of College Station, Texas hereby adopts by resolution a call for a public hearing to be held during the regular Council session on November 14, 2013 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to receive public comment concerning the amendment of land use assumptions and a capital improvements plan and the imposition of revised impact fees for the water and sewer utilities. Public notice of such hearing will be made at least 30 days in advance of the hearing according to legal criteria set forth in Chapter 395.055 of the *TEXAS LOCAL GOVERNMENT CODE*.

ADOPTED this _____ day of _____, A.D. 2013.

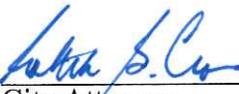
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

for 

City Attorney

September 26, 2013
Consent Agenda Item No. 2f
Impact Fees Semi-Annual Report

To: Kathleen Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Relationship to Strategic Goals: Core Services and Infrastructure, and a Diverse Growing Economy

Recommendation(s): At their meeting on September 5th, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report – No Further Action is Required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in either 2008 or 2009.

A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Plan. An update to incorporate these changes had been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. The update report has now been completed and is on schedule to be presented at the City Council Meeting on November 14th upon recommendation from the Impact Fee Advisory Committee.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On September 5, 2013 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. 08/05/13 Impact Fee Semi-Annual Report
2. Fee Area Map
3. Land Use Map



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: September 5, 2013
TO: Planning and Zoning Commission
FROM: Carol Cotter, P.E., Sr. Asst. City Engineer
SUBJECT: Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when and update to the fee study is necessary. An update was recommended and is currently under way. There have been no major changes over the last reporting period. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in either 2008 or 2009 (as noted below) in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review data changes from previous 6 months are presented in bold font.):

92-01 Sanitary Sewer (Graham Road) (508 ac.) \$316.07/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000 and to the current amount in April of 2008. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last 6 months are **\$2,528.56** for total amount of **\$327,611.11** (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about **\$14,102**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

97-01 Sanitary Sewer (Spring Creek – Pebble Hills) (2000 ac.) \$98.39/LUE

This fee was implemented in December 1997 at \$349.55/LUE and was revised to the current amount in April of 2008. The CIP consists of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last 6 months are **\$8,953.49** for total amount of **\$587,215.33** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$172,239**. The total amount to be recovered through impact fees is anticipated at 52% of original construction cost.

97-02B Sanitary Sewer (Alum Creek – Nantucket) (608 ac.) \$59.42/LUE

This fee was implemented in December 1997 at 243.38/LUE and was revised to the current amount in April of 2008. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last 6 months are **\$178.26** for total amount of **\$22,425.17** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$181,358**. The total amount to be recovered through impact fees is anticipated at 95% of original construction cost.

99-01 Water (Harley)(158 ac.) \$769.91/LUE

This fee was implemented in April 1999 at \$550.00/LUE and was revised to the current amount in April of 2008. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last 6 months are \$0.00 for total amount of \$64,740.88 (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about \$246,372. The total amount to be recovered through impact fees is anticipated at 91% of original construction cost.

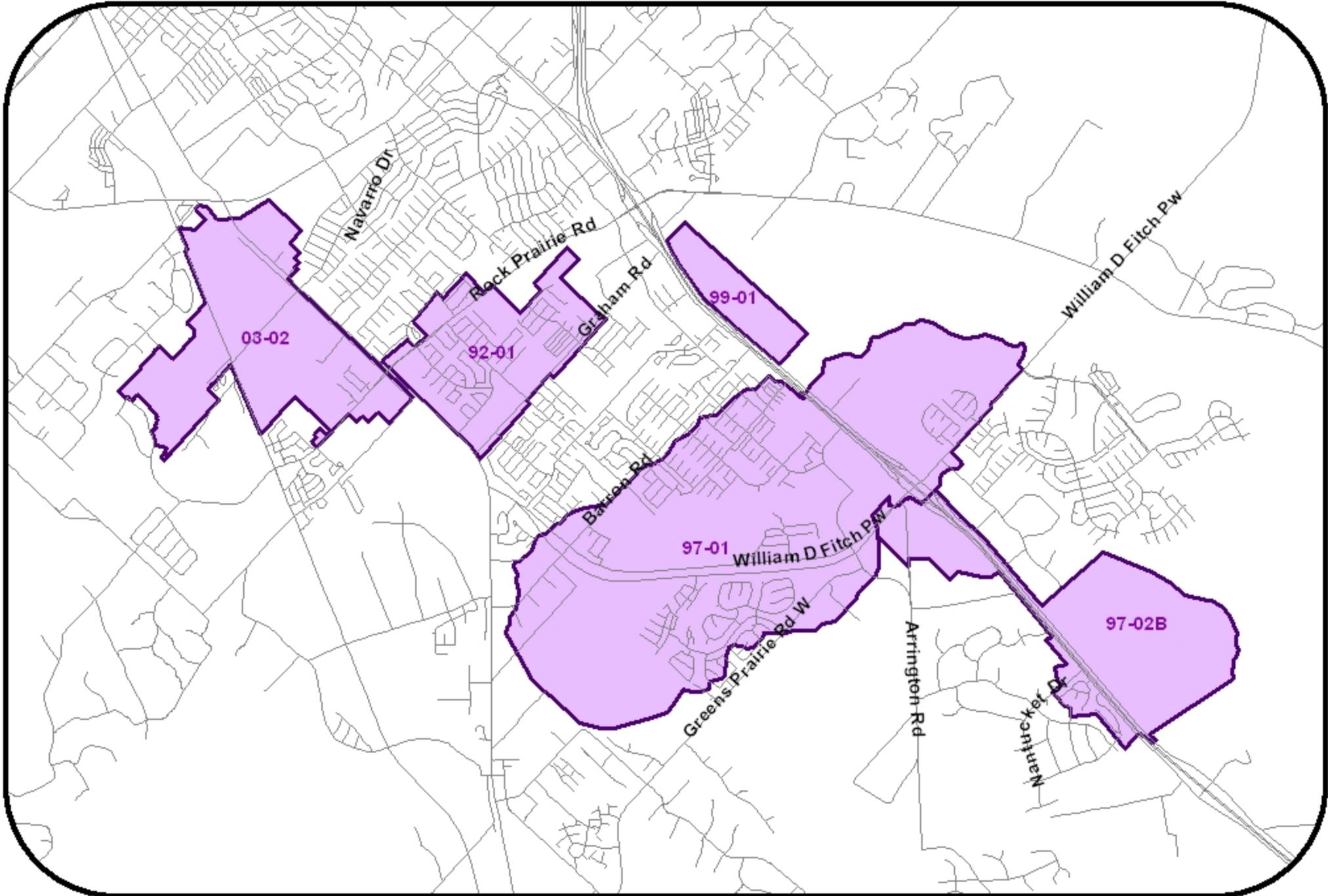
03-02 Sanitary Sewer (Steeplechase) (715 ac.) \$357.74/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE and was revised to the current amount in May of 2009. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last 6 months are **\$37,562.70** for total amount of **\$137,582.44** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$660,438**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Land Use Plan in 2009. As presented in the Table below, the densities expected with the Land Use Plan adopted in 2009 are significantly different in several of the Impact Fee Areas. An update to incorporate these changes had been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. With the completion of both projects, the update is now proceeding and will be presented in the coming months.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Anticipated Buildout LUE	LUE Adjustment	Remaining Capital Investment to Recoup
92-01 Graham	1551	\$ 316.07	1775	+ 224	\$ 14,000
97-01 Spring Creek	4425	\$ 98.39	8384	+ 3959	\$172,000
97-02B Alum	3232	\$ 59.42	2139	- 1093	\$181,000
99-01 Harley	450	\$ 769.91	440	- 10	\$246,000
03-02 Steeplechase	2838	\$ 357.74	7816	+ 4987	\$660,000
				Total	\$1,273,000

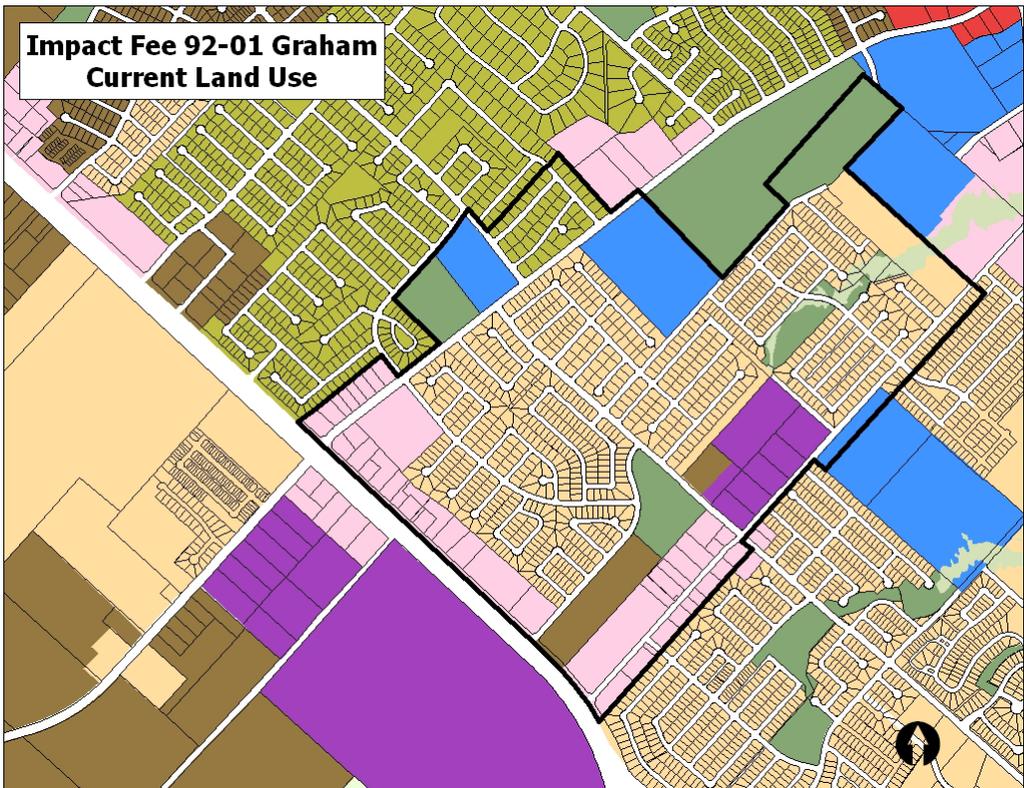
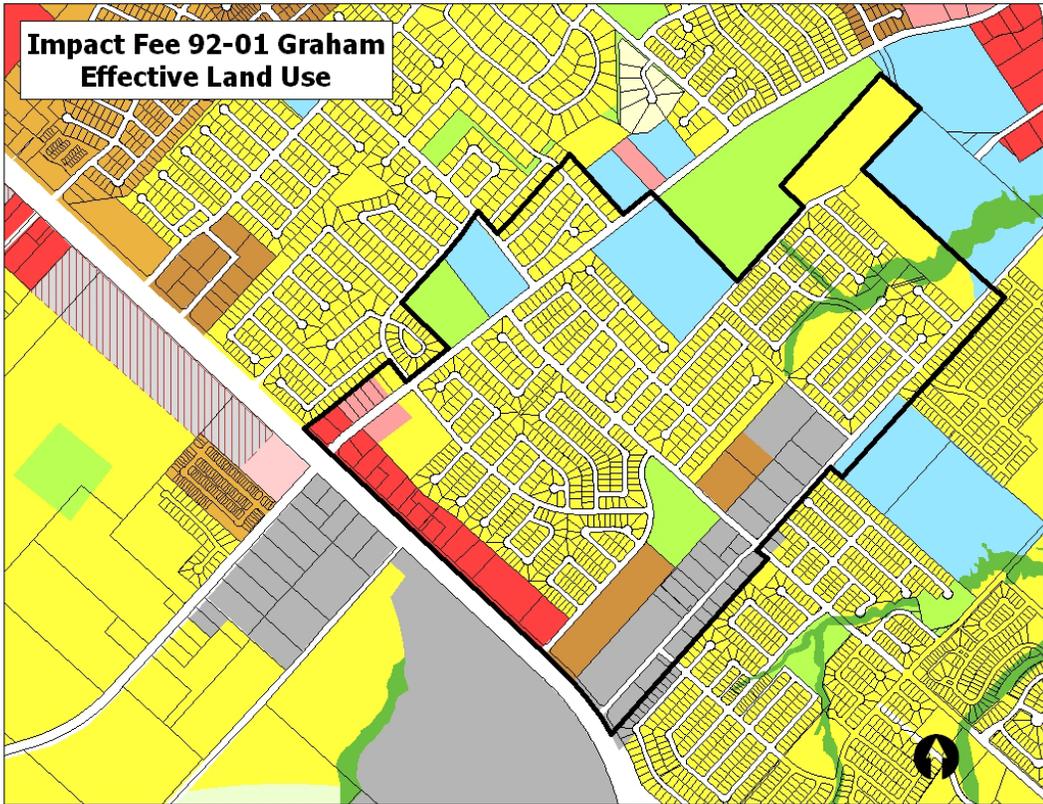
Attachments: Impact Fee Service Areas Map
 Land Use at Adoption Map per Impact Fee Area
 Current Land Use Map per Impact Fee Area

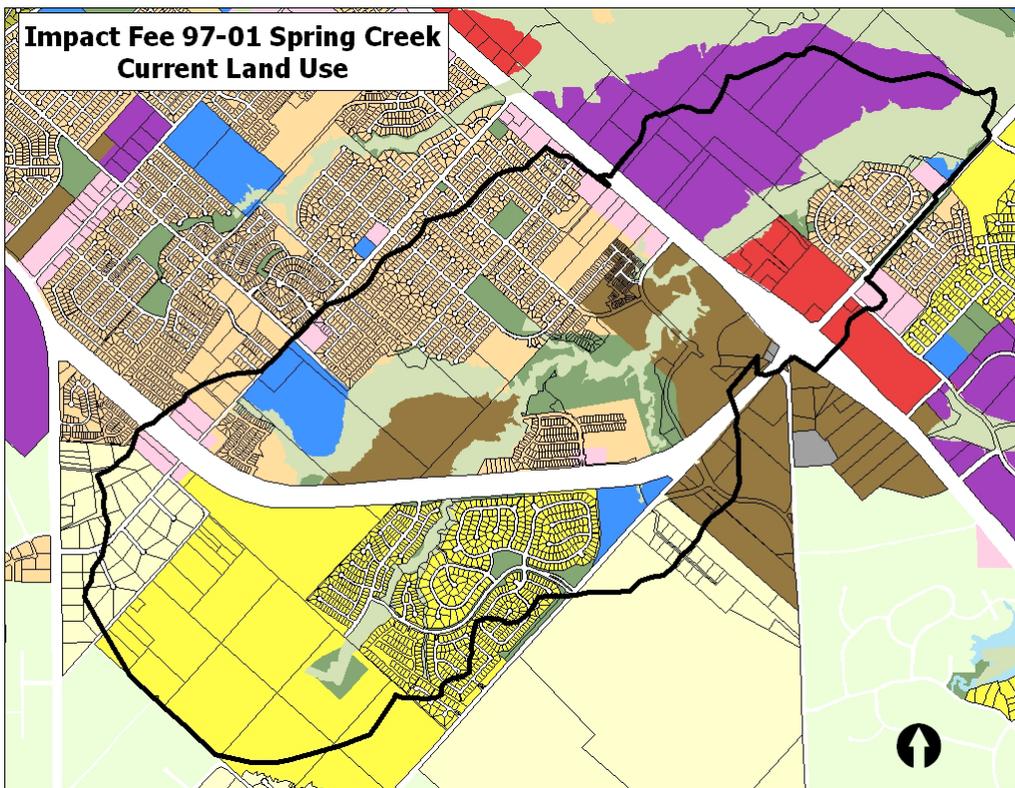
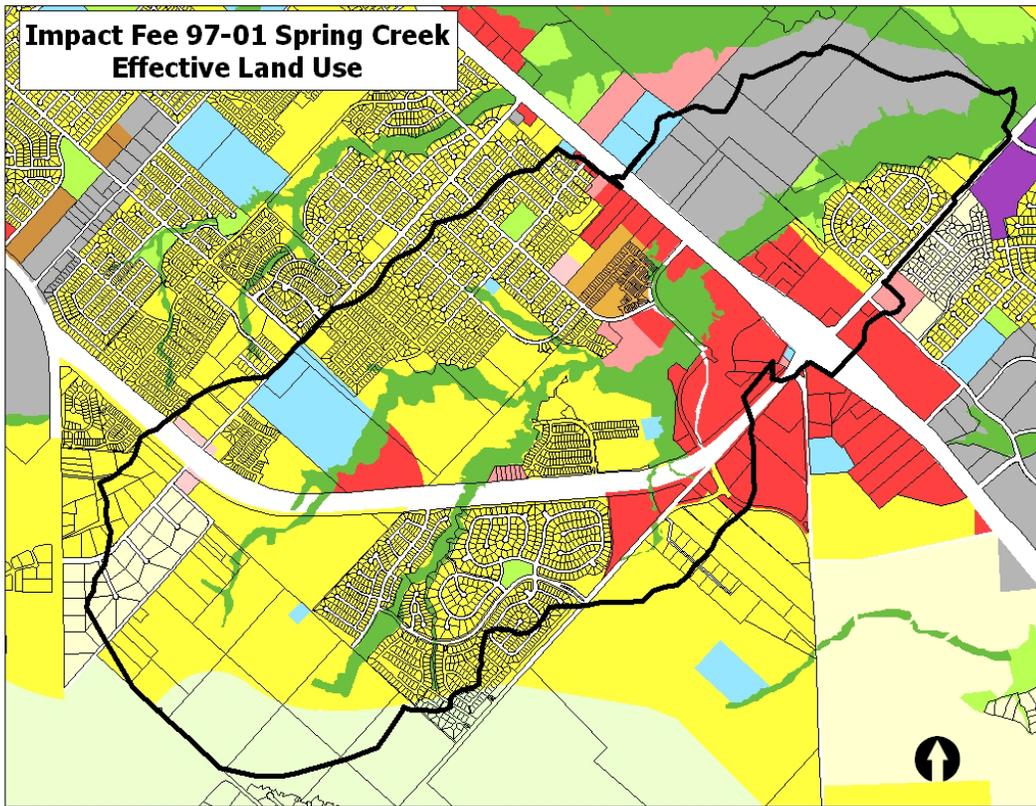


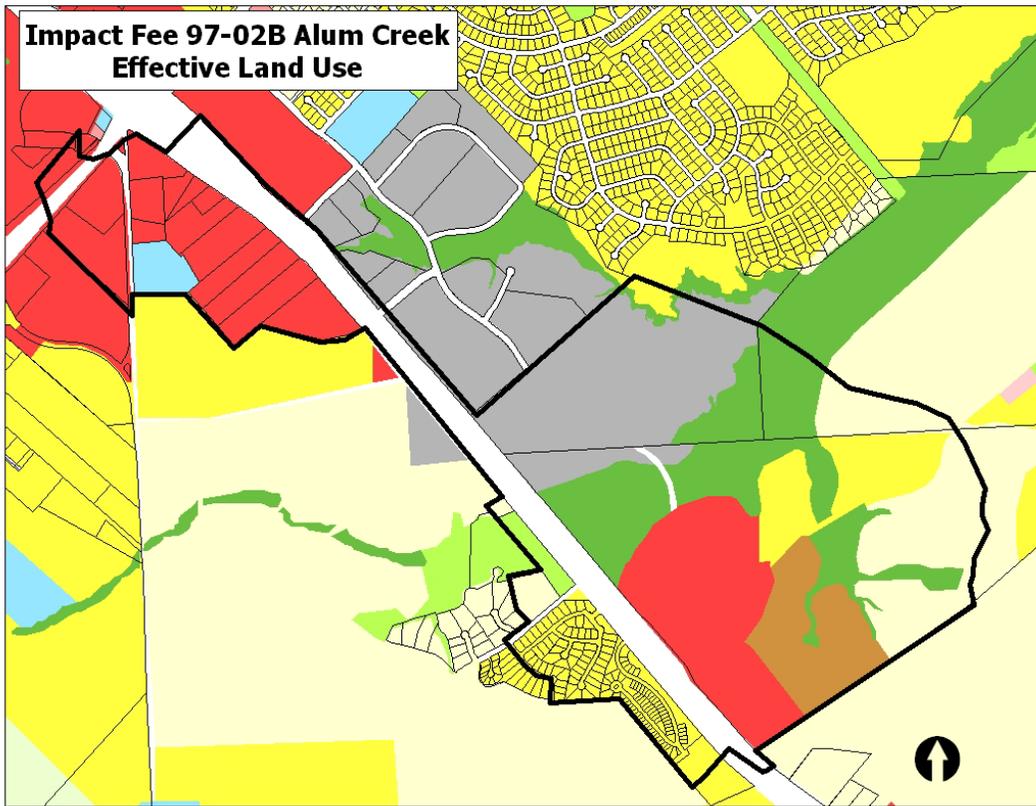
1 inch equals 4,000 feet



Impact Fee Areas - January 2013

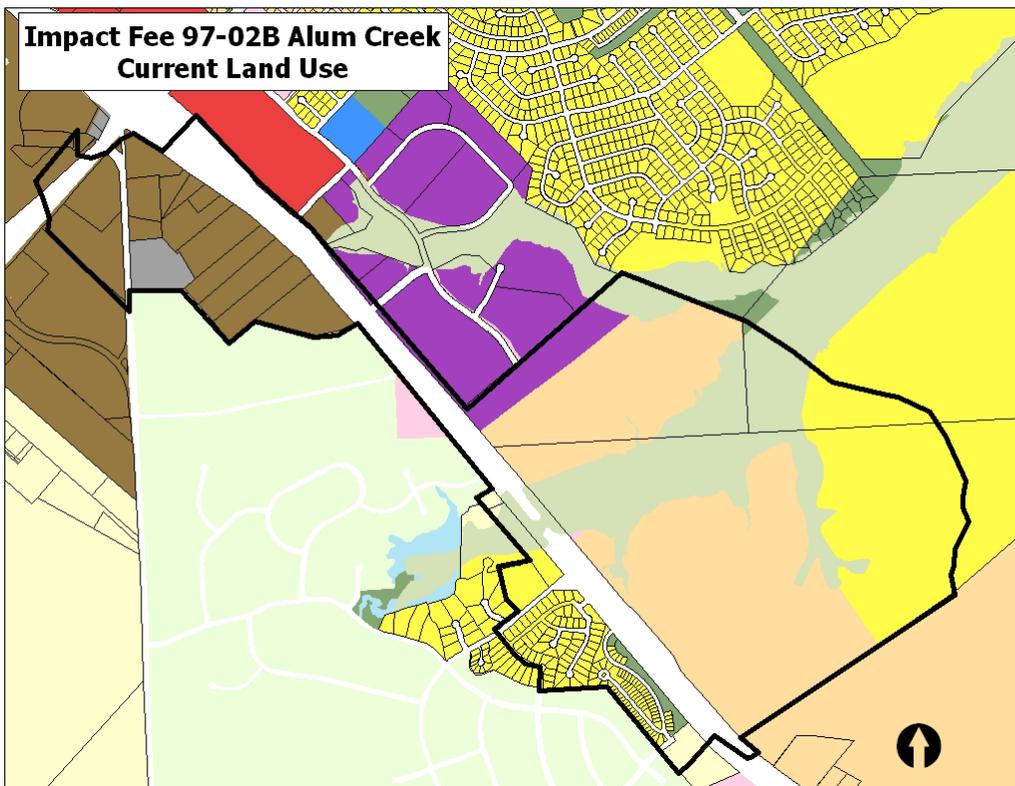






Legend

- Civic
- Floodplain and Streams
- Industrial R and D
- Institutional
- Office
- Park
- Planned Development
- Redevelopment
- Residential Attached
- Retail Neighborhood
- Retail Regional
- Rural
- S.F. Residential High Density
- S.F. Residential Low Density
- S.F. Residential Medium Density
- Texas A & M University
- Transitional

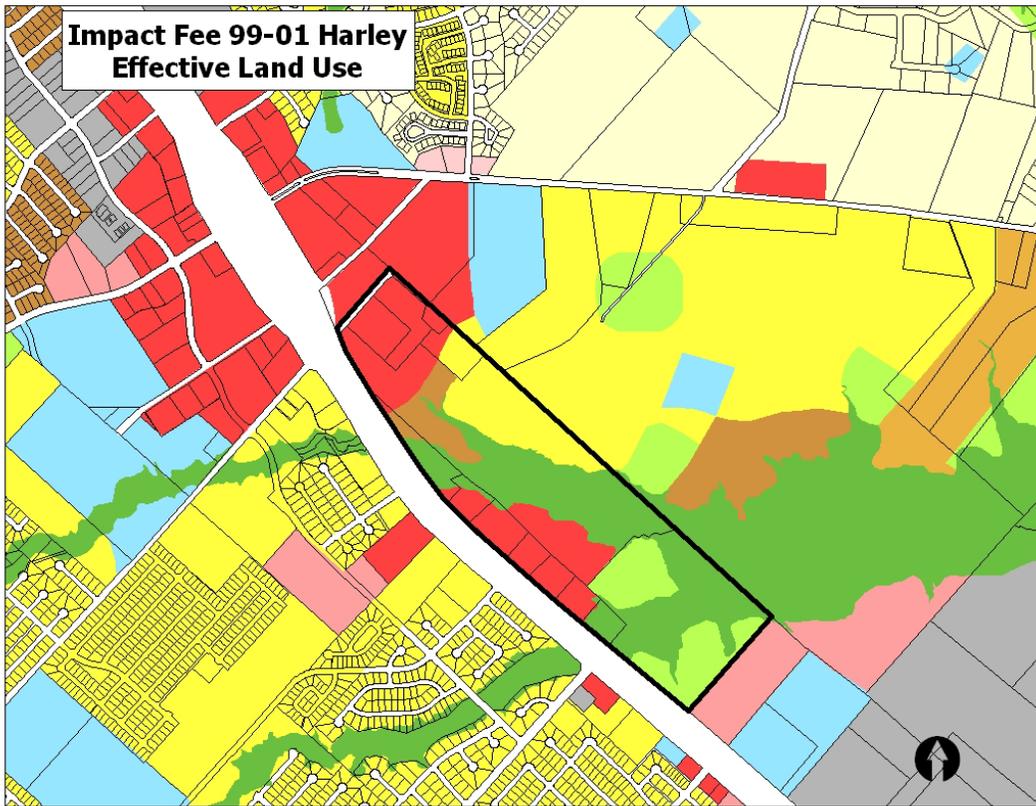


Legend

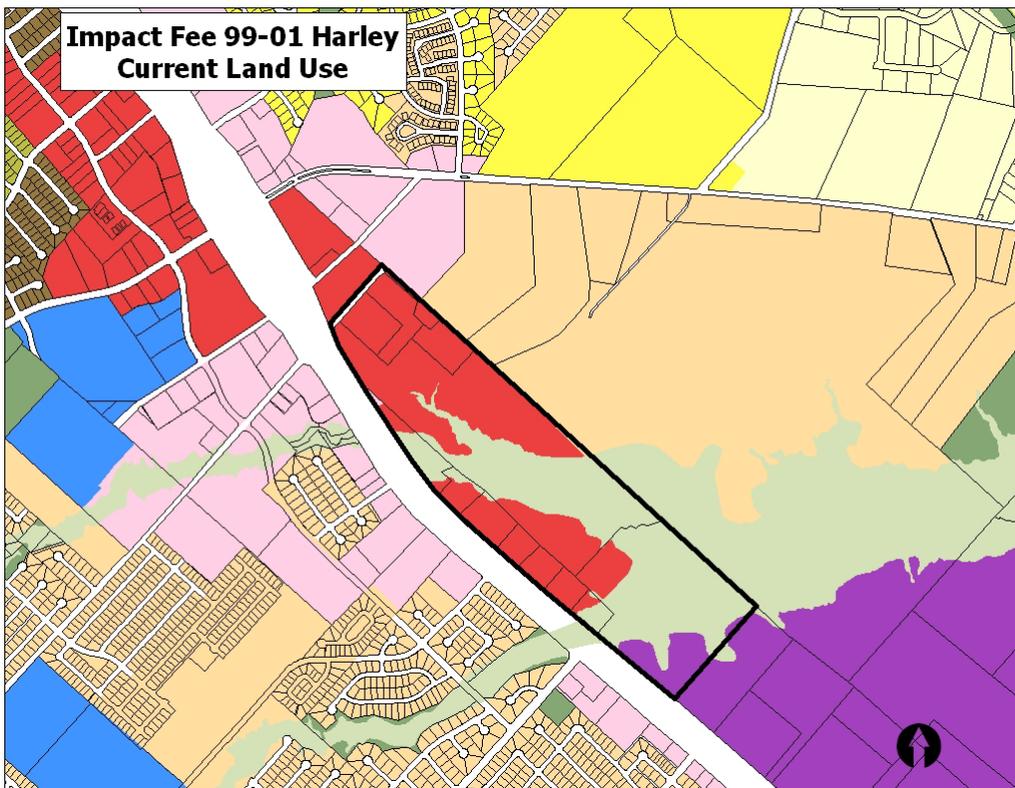
Land Use Plan

FLU-2

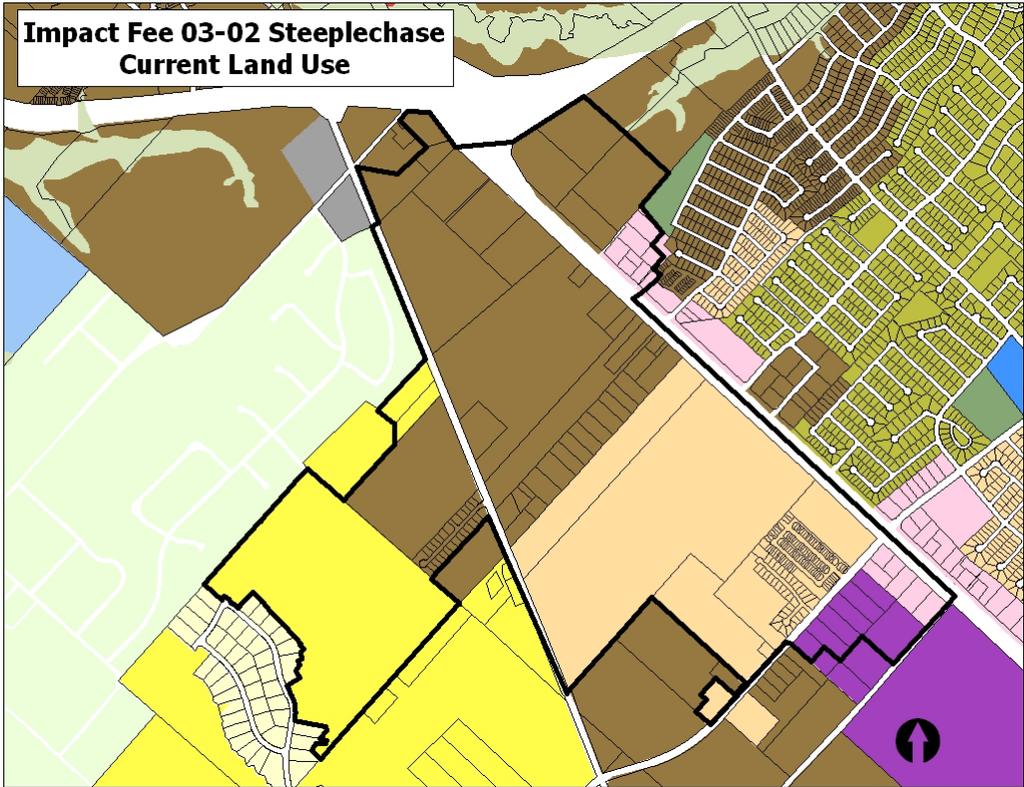
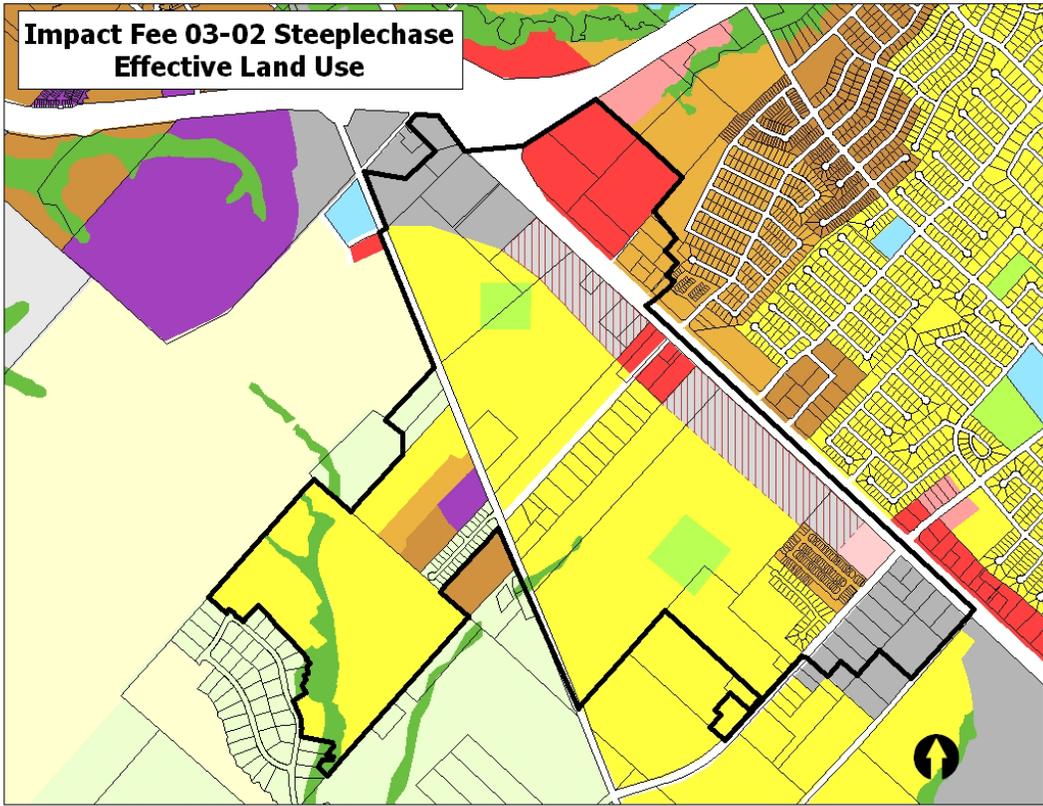
- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



- Legend**
- Civic
 - Floodplain and Streams
 - Industrial R and D
 - Institutional
 - Office
 - Park
 - Planned Development
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 - Residential Attached
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 - S.F. Residential High Density
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- Legend**
- Land Use Plan**
- FLU-2**
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 - 410 - Institutional/Public
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 - 710 - 720 - Natural Areas - Protected
 - 800 - Natural Areas - Reserved
 - 850 - Utilities
 - 456 - Redevelopment Areas
 - 999 - Water



Effective Land Use

Density LUE/Acre	Legend
	 Civic
1.00	 Floodplain and Streams
1.62 (1.87)	 Industrial R and D
2.10 (2.33)	 Institutional
2.87 (3.01)	 Office
1.00	 Park
	 Planned Development
	 Redevelopment
13.6	 Residential Attached
3.77 (4.55)	 Retail Neighborhood
4.07 (5.55)	 Retail Regional
0.00	 Rural
13.00	 S.F. Residential High Density
0.4	 S.F. Residential Low Density
4.5	 S.F. Residential Medium Density
	 Texas A & M Univeristy
0.00	 Transitional

Current Land Use

Density LUE/Acre	Legend Land Use Plan FLU-2
0.00	 111 - Neighborhood Conservation
1.00	 910 - 100 - Rural
0.20	 130 - Estate
6.59	 109 - Restricted Suburban
4.19 (8.0)	 110 - General Suburban
4.52 (20)	 120 - 250 - Urban
	 275 - Urban Mixed Use
4.07 (5.5)	 210 - General Commercial
3.77 (4.55)	 200 - Suburban Commercial
1.62 (2.0)	 310 - Business Park
2.00	 410 - Institutional/Public
	 450 - Texas A&M University
0.00	 710 - 720 - Natural Areas - Protected
0.20	 800 - Natural Areas - Reserved
	 850 - Utilities
	 456 - Redevelopment Areas
	 999 - Water

*(#) indicates LUE for Water Impact Fee Area and only applies to the 99-01 Harley Impact Fee Area.

September 26, 2013
Consent Agenda Item No. 2g
Aggieland Humane Society Animal Shelter Services Agreement

To: Kathy Merrill, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding an animal sheltering services agreement.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary:

The City of College Station and the Brazos Animal Shelter entered into an inter-local agreement in March 2011 for animal sheltering services. Since then, the name of the shelter has changed to Aggieland Humane Society Inc. and the leadership of the organization has changed as well.

The original March 2011 shelter agreement has been modified to be more consistent with current practices of both entities.

Budget & Financial Summary:

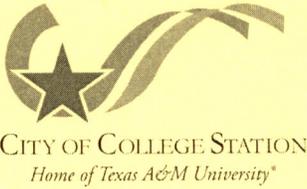
The City and the Humane Society have negotiated the FY14 funding level based upon historical and anticipated demand for services. Proposed costs for FY14 are \$194,939. Costs for the initial year of the agreement are delineated in the agreement and costs in all subsequent years will be established through resolution.

Funds are available and budgeted in the General Fund within the Police Department budget. Payments for sheltering services are made to the shelter in equal installments on a monthly basis.

Reviewed and approved by Legal: Yes

Attachments:

- Animal Shelter Services Agreement



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 14-011 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Aggieland Humane Society- Animal Sheltering Services

Project Name:

Animal Sheltering Services

Name of Contractor:

Aggieland Humane Society

CONTRACT TOTAL VALUE: \$ 194,939

Grant Funded Yes No
If yes, what is the grant number: _____

Debarment Check Yes No N/A
Section 3 Plan Incl. Yes No N/A

Davis Bacon Wages Used Yes No N/A
Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

The City and the Humane Society have negotiated the FY14 funding level based upon historical and anticipated demand for services. Proposed costs for FY14 are \$194,939.
Funds are available and budgeted in the General Fund within the Police Department budget. Payments for sheltering services are made to the shelter in equal installments on a monthly basis.

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 9/26/13 Agenda Item No*: _____

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: AY Performance Bond: N/A Payment Bond: N/A

SIGNATURES RECOMMENDING APPROVAL

<u>[Signature]</u> DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	<u>9/16/13</u> DATE
<u>[Signature]</u> LEGAL DEPARTMENT	<u>9/19/2013</u> DATE
<u>[Signature]</u> EXECUTIVE DIRECTOR, BUSINESS SERVICES	<u>9-19-13</u> DATE

APPROVED & EXECUTED

_____ CITY MANAGER	_____ DATE
_____ MAYOR (if applicable)	_____ DATE
_____ CITY SECRETARY (if applicable)	_____ DATE

Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ Original(s) sent to Fiscal on _____

September 26, 2013
Consent Agenda
Aggieland Humane Society Animal Shelter Services Agreement

To: Kathy Merrill, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding an animal sheltering services agreement.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary:

The City of College Station and the Brazos Animal Shelter entered into an inter-local agreement in March 2011 for animal sheltering services. Since then, the name of the shelter has changed to Aggieland Humane Society Inc. and the leadership of the organization has changed as well.

The original March 2011 shelter agreement has been modified to be more consistent with current practices of both entities.

Budget & Financial Summary:

The City and the Humane Society have negotiated the FY14 funding level based upon historical and anticipated demand for services. Proposed costs for FY14 are \$194,939. Costs for the initial year of the agreement are delineated in the agreement and costs in all subsequent years will be established through resolution.

Funds are available and budgeted in the General Fund within the Police Department budget. Payments for sheltering services are made to the shelter in equal installments on a monthly basis.

Reviewed and approved by Legal: Yes

Attachments:

- Animal Shelter Services Agreement

**AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED BY
AGGIELAND HUMANE SOCIETY, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This Agreement is made this 16th day of SEPTEMBER, 2013 by and between Aggieland Humane Society, Inc., a Texas non-profit corporation, formerly Brazos Animal Shelter, Inc. (herein referred to as the "Shelter") and the City of College Station, Texas, a Texas home rule municipality (herein referred to as the "City").

Whereas, the SHELTER operates an animal shelter facility located at 5359 Leonard Road, Bryan, in Brazos County, Texas, to house stray, unwanted or abandoned animals; and

Whereas, the CITY has need of a facility to house animals it takes possession of throughout the CITY pursuant to City Ordinance after such animals have been abandoned, seized, or are considered strays as defined by the City's animal control ordinance; and

Whereas, the CITY desires to have the SHELTER perform such other animal services, including the collection, administration and/or accounting of certain monies associated with impoundment, boarding and licensing of CITY animals as set forth herein; and

Whereas, the SHELTER and the CITY have agreed to the execution of this Agreement for the purpose of the SHELTER providing such services; now therefore

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE ONE – DEFINITIONS

The Parties agree that the following definitions shall apply to this Agreement:

1.1 "Animals" shall mean domestic animals such as dogs, cats and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock as defined herein.

1.2 "Annual Payment" shall mean the annual amount CITY pays SHELTER for SHELTER's services pursuant to the terms of this Agreement.

1.3 "Birds" and "Fowls" shall be defined as an animal belonging to the class of Aves including members of the parrot family and all game birds, including but not limited to dove, quail, duck, goose, pigeon, cardinal, blue jay, robin, sparrow, blackbird and crow.

1.4 “City Ordinance” shall refer to Chapter 2 of the City of College Station Code of Ordinances as same may, from time to time be amended.

1.5 “City Licensing Program” shall mean the City program of licensing dogs and cats in accordance with City Ordinance and Chapter 826, Texas Health and Safety Code.

1.6 “Facility” shall mean the facility used by SHELTER in providing shelter and other services for CITY pursuant to this Agreement currently located at 5359 Leonard Road, Bryan, Texas.

1.7 “Livestock” shall be as set forth in the Texas Agriculture Code Section 1.003(3) and shall include cattle, horses, mules, asses, sheep, goats and hogs and shall also include bison, swine and other equine, poultry, wild rabbits, exotic animals, or domestic game birds.

ARTICLE TWO – IMPOUNDMENT

2.1 **Facility.** The SHELTER represents that its Facility may house and process animals for CITY in a manner for SHELTER to meet its obligations herein as well as meets applicable legal requirements for animal shelters, including all rules and regulations pursuant to Chapter 823 Texas Health and Safety Code.

2.2 **Impoundment.** The SHELTER agrees that it will accept all animals brought to its Facility by CITY. Such animals shall be impounded under the exclusive control and custody of the SHELTER for periods of time as required by Title 10, Texas Health and Safety Code and the CITY Ordinance except as hereinafter set forth. The SHELTER shall be considered the designated caretaker of a stray, impounded or surrendered animal immediately upon intake at the SHELTER. Prior to delivery to the SHELTER, the CITY shall scan for micro chips or search for a CITY license and use all reasonable diligence to notify the licensed owner, if any. The CITY shall take all injured animals that are licensed and tagged in accordance with the CITY licensing program to a veterinarian or animal clinic during SHELTER non-business hours for treatment in accordance with City Ordinance. The CITY shall not accept a surrender of ownership of an animal by its owner at the Facility, except through and at the SHELTER.

2.3 **Hold Period.** Every animal delivered to the Facility by the CITY shall become the sole and exclusive property of the SHELTER to process in accordance with this Agreement, including in accordance with the CITY ordinance regarding impoundment and redemption. The CITY agrees that the passage of three (3) working days beginning from the date of delivery to the SHELTER of every impounded stray animal is the “Redemption Period.” Neither the CITY nor any agency nor agent of the CITY shall have any claim or right to any animal not claimed and redeemed during the Redemption Period.

2.4 **Care.** The SHELTER agrees and represents that it will provide reasonable and appropriate care for all animals delivered to the Facility by the CITY. This includes adequate shelter, food, water and all other humane treatment.

ARTICLE THREE – ANIMAL DISPOSITION

3.1 **Disposition Policy.** The SHELTER shall have the undisputed right, consistent with the CITY Ordinance, Title 10, Texas Health and Safety Code and this Agreement, to dispose of every animal given into its custody in accordance with the following policy:

- a. To return the animal to its former owner, if possible;
- b. To place unclaimed animals in the care, custody and control of new owners; or
- c. To humanely destroy animals which are not claimed by owners.

The SHELTER shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the SHELTER shall have the sole and exclusive right to determine if and when animals are to be placed in a new home or destroyed but agrees to make a good faith attempt to place animals prior to destroying them. Notwithstanding the foregoing, the SHELTER shall have the right to humanely destroy any animal impounded that is found to be physically suffering, injured or have a communicable disease prior to the end of the Redemption Period.

3.2 **Impoundment, Boarding and Adoption.** The SHELTER agrees, in accordance with Paragraph 3.1 of this Agreement, that if the owner of an impounded animal shall claim the animal prior to the Redemption Period the SHELTER shall collect from the owner the then current impoundment fee together with the cost of board at the then current rate per animal so impounded. Further, the SHELTER shall require the owner of every impounded animal to pay all applicable fees including licensing and vaccination fees of an impounded animal which has not been inoculated and licensed, as appropriate. The SHELTER shall set, in its sole discretion, all fees, if any, it charges to the public for an animal adoption.

ARTICLE FOUR – COLLECTION OF FEES

4.1 **Enforcing Agency.** CITY herein designates SHELTER and SHELTER herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this Agreement. Specifically SHELTER agrees that it will act on CITY's behalf by charging, collecting and accounting for those fees it receives pursuant to City Ordinance, including licensing fees, impoundment fees and boarding fees.

4.2 **Disposition of Funds.** The CITY hereby assigns to the SHELTER those fees collected for the registration of dogs and cats within Brazos County commonly referred to as "license fees" as well as impoundment fees and boarding fees.

ARTICLE FIVE – COST OF SERVICES AND FEES

5.1 **Cost.** For the first CITY fiscal year this Agreement is in effect, the CITY agrees to pay and the SHELTER agrees to accept as compensation for the services it renders an Annual Payment amount of **ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY NINE DOLLARS (\$194,939)**. The Annual Payment amount shall be adjusted annually as set forth below for each year this Agreement is in effect for services to be performed hereunder.

5.2 **Billing.** The SHELTER agrees to bill the CITY the Annual Payment amount in twelve (12) equal monthly installments. CITY agrees to pay such bill pursuant to the Texas Prompt Payment Act.

5.3 **Annual Adjustment.** By May 31st of each year this Agreement is in effect, both parties agree to meet to determine the Annual Payment amount for the upcoming CITY fiscal year. Such amount shall be calculated by taking into consideration the reasonably anticipated annual costs for the SHELTER to perform its services hereunder at the Facility, the reasonably anticipated annual amount of licensing fees the SHELTER expects to receive on behalf of the CITY, and other fees the shelter collects that off-set operating expenses attributed to CITY. In determining the reasonably anticipated annual costs for the SHELTER to perform its services hereunder, the actual total costs of such services to the proportionate care costs for animals the SHELTER processes on behalf of the CITY shall be taken into consideration. The CITY agrees to adopt by resolution the new mutually agreed upon Annual Payment amount for each year this Agreement is in effect.

In addition to the Annual Payment amount, there may be such additional charges assessed to the CITY for services performed by SHELTER hereunder and as may from time to time be mutually agreed upon in writing.

5.4 **Livestock, Birds and Fowl.** The CITY agrees that the responsibility for seizing, securing, housing and disposing of livestock belongs to the sheriff's department of Brazos County, Texas. In the event, for any reason, the CITY delivers livestock to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such livestock in addition to any other amounts under this Agreement.

In the event, for any reason, the CITY delivers birds or fowl to the SHELTER which was seized in its jurisdiction by the duly appointed agents of the CITY, the SHELTER shall be paid for actual expenses it incurs to feed, house, transport and dispose of such birds and fowl in addition to any other amounts under this Agreement.

SHELTER agrees to abide by all applicable law in processing livestock, birds and fowl hereunder.

5.5 **Report.**

(a) The SHELTER agrees to provide to the CITY, on or before the 20th day following each month during the term of this Agreement, a report setting forth the following

information for each animal delivered by the CITY to the Facility:

- (i) date delivered to the SHELTER;
- (ii) source of delivery (name of animal control officer);
- (iii) type of animal (cat, dog or other);
- (iv) duration of stay at the SHELTER for each animal delivered by the CITY;
- (v) reason for impoundment if not a stray; and
- (vi) total number of animals delivered to the SHELTER.

(b) The SHELTER will also provide to the CITY a report of any livestock, birds and fowl delivered by the CITY to the Facility setting forth:

- (i) the date of delivery;
- (ii) the source of delivery (name of animal control officer);
- (iii) the reason for delivery;
- (iv) the type of livestock, bird or fowl; and
- (v) any expenses incurred to date.

5.6 **Financial Records and Audit.** SHELTER agrees to conduct an audit on an annual basis using an outside agency to perform same, and agrees to provide CITY a copy of such audit as soon as it is available. The SHELTER's financial monthly reports will be provided to the City Manager of the CITY on a monthly basis.

CITY reserves the right to conduct its own audit of the records of the SHELTER at any time it deems necessary.

ARTICLE SIX – RABIES OBSERVATION

The SHELTER agrees to accept from the CITY animals for rabies observation. Such animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of a wild, stray or owner surrendered animal, three (3) days if the SHELTER, in its sole discretion, decides to destroy the animal and send it to the Texas Department of State Health Services for rabies testing. The SHELTER shall be responsible for the processing, storage and delivery for testing of animal carcasses and diagnostic fees for suspected rabies animals. The SHELTER shall make available to the CITY, upon request, information about the disposition of any rabies suspected animal.

ARTICLE SEVEN – LEGAL HOLDS

In the event an animal or livestock is being held by the SHELTER as a result of a cruelty seizure, criminal prosecution or other legal hold by the CITY, the CITY shall reimburse the SHELTER for any veterinarian invoices and medical bills incurred by the SHELTER until the Court awards the animal or livestock to the SHELTER, orders it destroyed or orders it returned to its owner. The CITY shall not be liable for these costs in the event the Court orders the animal or livestock owner to pay such costs and the same are paid within sixty (60) days of

such order. If the fees are not paid by the animal or livestock owner, after sixty (60) days the CITY shall be liable for those fees and shall remit the same upon invoice by the SHELTER. In such instance, the SHELTER confers upon the CITY all rights and remedies it may have by law or equity to recover such fees and costs from the owner.

ARTICLE EIGHT – CITY REPRESENTATIONS AND OBLIGATIONS

The CITY represents to the SHELTER that the CITY Ordinance provides for the vaccination and licensing of animals under appropriate circumstances, impounding of animals running at large, and the regulation of the sale of animals, and that while this Agreement is in effect, such CITY Ordinance will be continued in force, provided, however, that such CITY Ordinance may be modified from time to time as the CITY deems appropriate.

ARTICLE NINE – SHELTER REPRESENTATIONS AND OBLIGATIONS

9.1 **Hours of Operation.** The SHELTER will keep its Facility open to the public for not less than three (3) hours per day on weekdays, and not less than three (3) hours on Saturday (except holidays), for the purpose of giving owners ample opportunity to redeem their impounded animals.

9.2 **Nondiscrimination.** The SHELTER covenants and agrees that, in connection with the performance of the Agreement, it will not discriminate against any individual with respect to adoption of animals, compensation, terms or privileges of employment by reason of such individual's race, color, religion, gender, national origin or handicap, except as exempted by bona fide occupational qualification and bona fide criteria for adoption.

9.3 **Use of CITY funds.** SHELTER agrees that any monies it collects on behalf of CITY pursuant to the terms of this Agreement shall be handled in accordance with applicable law, including Sections 826.031 and 836.033 Texas Health and Safety Code.

ARTICLE TEN – INSURANCE

SHELTER shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability in the following amounts:

10.1(a) Workers Compensation insurance shall be at statutory limits, including employers liability coverage at minimum limits of \$500,000.00 each accident.

10.1(b) The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence.

- 10.1(c) Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the SHELTER operation, whether owned, non-owned or hired.

All insurance policies shall be subject to the examination and approval of CITY, as to the adequacy of form, content, form of protection, and insurance company. The SHELTER shall furnish to CITY's Risk Manager, for the City of College Station's files, certificates or copies of the policies, plainly and clearly evidencing such insurance prior to commencing any activities set forth in this Agreement, and thereafter, new certificates or policies prior to the expiration date of any prior certificate or policy throughout the term of this Agreement.

ARTICLE ELEVEN – INDEMNIFICATION

11.1 **Indemnification by SHELTER.** The SHELTER agrees to indemnify and hold harmless the CITY against all claims, damages or causes of action which might arise as a result of acts, omissions or negligence of SHELTER, its employees or its agents arising out of SHELTER's obligations under this Agreement.

11.2 **Indemnification by CITY.** The CITY agrees, to the extent allowed by law, to indemnify and hold harmless the SHELTER from any and all claims, damages, or causes of action which arise as a result of acts, omissions or negligence of the CITY, its employees or its agents arising of the CITY's obligations under this Agreement.

ARTICLE TWELVE – CONTRACT TERM

This Agreement shall be for a term of Five (5) years commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed for one additional Five (5) year term unless one party gives the other at least one hundred eighty (180) days advance written notice. Either party may cancel this Agreement at any time upon one hundred eighty (180) days written notice to the non-cancelling party. In the event of termination, the CITY shall pay those expenses that accrue to the termination date, off-set by any fees collected on the CITY's behalf by the SHELTER.

ARTICLE THIRTEEN – DEFAULT

13.1 **SHELTER Default.** If SHELTER fails in any material term or condition of this Agreement, including failing to obtain or comply with applicable state law requirements for performing services hereunder, SHELTER shall be in default of this Agreement. Whenever CITY determines it's feasible, CITY will give SHELTER a reasonable amount of time to correct the default upon written notice as to the nature of the default and the reasonable time period within which to cure same.

If SHELTER is unable to timely cure a default, then CITY shall be excused from performing any further obligations under this Agreement. If SHELTER is in default, SHELTER may only terminate this Agreement without further liability to CITY.

13.2 **CITY Default.** If CITY fails in any material term or condition of this Agreement and SHELTER is not in default, SHELTER, as its option, may terminate this Agreement. In no event shall CITY be liable to SHELTER for any consequential damages as a result of its breach.

In the event the CITY fails to remit to the SHELTER the Annual Payment or any additional fees and expenses due hereunder, the CITY shall be in default. Any past due payment of fees and expenses shall bear interest in accordance with Texas Government Code, Chapter 2251. The SHELTER may, in its sole discretion, terminate this agreement for non-payment of fees if the CITY has not cured its default after sixty (60) days written notice.

ARTICLE FOURTEEN – NOTICE

Any notice sent under this Agreement except as may be otherwise expressly required in this Agreement shall be written and mailed by certified receipt requested, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following:

To SHELTER:

Aggieland Humane Society
Attn: President, Board of Directors
5359 Leonard Rd.
Bryan, Texas
Telephone: 979/775-5755
Facsimile: 979/822-0411
Email: kbice@aggielandhumane.org

To CITY:

City of College Station
Attn: Chief of Police
2611 Texas Avenue South
College Station, Texas 77840
Telephone: 979/764-3605
Facsimile: 979/764-3468
Email: jcapps@cxstx.gov

Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed,

and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the other party, as the case may be.

ARTICLE FIFTEEN – MEDIATION

Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties to this Agreement, their officers, agents or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of litigation or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. Both parties to the mediation agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by both parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law.

ARTICLE SIXTEEN – MISCELLANEOUS

16.1 **Assignment.** This Agreement is not assignable by either party without the written consent of the other.

16.2 **Governing Law and Venue.** The law of the State of Texas shall govern the validity, interpretation and performance of this Agreement, and this Agreement shall be considered performed in Brazos County.

16.3 **Entirety.** This Agreement is the entire agreement concerning the terms and conditions under which the services defined herein will be performed.

16.4 **Prior Matters.** All prior agreements, negotiations, representations, understandings, and partial agreements concerning this Agreement's subject matter are superseded by and merged with this Agreement.

16.5 **Amendment.** Except as may be expressly set forth elsewhere in this Agreement, no attempted amendment, modification, waiver, or release of this Agreement's obligations shall be binding unless a writing exists that (a) identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is duly approved by each party and executed by each party's authorized representative.

16.6 **Severability of Provisions.** If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-

binding while all other parts of this Agreement shall remain binding.

16.7 **Headings.** The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

16.8 **Counterparts Permitted.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes.

AGREED:

AGGIELAND HUMANE SOCIETY

By:  _____

Printed Name: VICTORIA C. GREENE

Title: PRESIDENT, AGGIELAND HUMANE SOC.

Date: 9/16/13

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

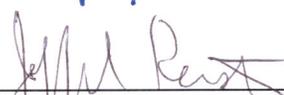
City Manager

Date: _____



City Attorney

Date: 9/19/2013



Executive Director Business Services

Date: 9-19-13



CERTIFICATE OF LIABILITY INSURANCE

AGGHU-1

OP ID: JD

DATE (MM/DD/YYYY)

09/19/2013

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

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

PRODUCER Anco Pioneer P. O. Box 185 Mart, TX 76664-0185 Kathy Gregory, CIC	Phone: 254-876-2563	CONTACT NAME:	
	Fax: 254-876-2931	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Aggieland Humane Society Linda Harvey PO BOX 392 Bryan, TX 77806	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Acadia Insurance Co.	
	INSURER B :	Texas Mutual Ins. Co.	22945
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	CPA4577093-11	11/25/2012	11/25/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY	X	X	CAA4578267-11	11/25/2012	11/25/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	X SBP0001053813	11/25/2012	11/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ryouell@cstx.gov
 General Liability: Amendment of Primary and Excess Provisions (Additional Insureds) CL CG 01 14 11 10.
 Auto: Business Auto Ultra Plus Endorsement Additional "Insured" by Contract or Agreement CL CA 20 14 02 12

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 Retha Youell
 Attn: Risk Management
 P. O. Box 9960
 College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS (ADDITIONAL INSUREDS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph (v) is added to Paragraph (1)(a) of Paragraph b. **Excess Insurance** under Paragraph 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises; or

2. By your maintenance, operation or use of equipment leased to you by such person or organization;

this insurance shall be primary for such acts or omissions as described in subparagraphs (1)(a)(v)1. and (1)(a)(v)2. above if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary for same.

When required by such written contract or written agreement, we will treat as "non-contributory" any other primary premises/operations liability insurance available to such additional insured for liability described in subparagraphs (1)(a)(v)1. and (1)(a)(v)2. above and for which such person or organization has been added as an additional insured by endorsement to this policy. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

- B. With respect to the changes made by this endorsement, the following definition is added to **Section V, DEFINITIONS**:

"Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS (ADDITIONAL INSUREDS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph (v) is added to Paragraph (1)(a) of Paragraph b. **Excess Insurance** under Paragraph 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises; or

2. By your maintenance, operation or use of equipment leased to you by such person or organization;

this insurance shall be primary for such acts or omissions as described in subparagraphs (1)(a)(v)1. and (1)(a)(v)2. above if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary for same.

When required by such written contract or written agreement, we will treat as "non-contributory" any other primary premises/operations liability insurance available to such additional insured for liability described in subparagraphs (1)(a)(v)1. and (1)(a)(v)2. above and for which such person or organization has been added as an additional insured by endorsement to this policy. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

B. With respect to the changes made by this endorsement, the following definition is added to **Section V, DEFINITIONS**:

"Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional "Insured" By Contract Or Agreement	Included
B.	Airbags Coverage Extension	Included
C.	Employees As Insureds	Included
D.	Employee Hired Autos	Included
E.	Hired Auto Physical Damage Coverage (Limited)	\$50,000
F.	Knowledge Of Accident, Claim, Suit, Or Loss	Included
G.	Limited Fellow Employee Coverage	Included
H.	Limited Loan/Lease Gap Coverage	\$1,500
I.	Limited Rental Reimbursement Coverage	45 Days
	Sublimits: 1. \$50 Maximum Per Day - Private Passenger Auto	
	2. \$75 Maximum Per Day - Other Than Private Passenger Auto	
	3. \$2,250 Maximum Per Covered Loss	
J.	Newly Formed Or Acquired Organizations	Included
K.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings (Per Day)	\$1,000
L.	Towing And Labor Coverage Extension	\$75
M.	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

1. With respect to **Section II - Liability Coverage**, Paragraph **A.1. Who Is an Insured** is changed to add as an additional insured any person or organization (other than the owner or anyone else from whom you hire or borrow a covered "auto") when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

However, none of the following shall be an additional insured under this endorsement:

- a. Any "motor carrier" for hire or his or her "employees"; or
- b. Any rail, water or air carrier or their "employees"

for any covered "auto".

2. The insurance afforded to such additional insured(s) by this endorsement is subject to the following additional provisions:

- a. Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" specifically caused, in whole or in part, by the operation or use of a covered "auto" by a person or organization for whom Liability Coverage is afforded under this policy or coverage part, and then only to the extent of that liability.
- b. Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization.
- c. Such written contract or agreement must be executed prior to, and be in effect at the time of, the covered "bodily injury" or "property damage".
- e. Paragraph **H. "Insured Contract"** contained in **Section V-Definitions** is changed to add sub-paragraph **d.** to the end of that definition, as follows:

An "insured contract" does not include that part of any contract or agreement:

- d. That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" specifically caused, in whole or in part, by your operation or use of a covered "auto".

3. Paragraph **A.1. Who Is An Insured** contained in **Section II - Liability Insurance**, is amended to delete sub-paragraph **c.**

B. AIRBAGS COVERAGE EXTENSION

Exclusion B.3.a. contained in **Section III - Physical Damage Coverage** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II - Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **C. Employees As Insureds**, does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

D. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph **5. Other Insurance** of Paragraph **B. General Conditions** under **Section IV - Business Auto Conditions**

Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business will be considered an "auto" you hire.

However, with respect to this provision, none of the following are covered "autos":

- a. Any "auto" that is hired or rented with a driver;
- b. "Mobile equipment"; or
- c. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

2. Any insurance afforded by this provision **D. Employee Hired Autos** does not apply if separate Employees Hired Autos coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE (LIMITED)

If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage part, then such Physical Damage coverage that is provided in this policy or coverage part for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

1. This extension for Hired Auto Physical Damage Coverage (Limited) does not apply to:
 - a. Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or
 - c. Any other "auto" you lease, hire, rent, or borrow:
 - (1) For a period of more than 30 days; or
 - (2) With a driver.

2. Coverage

The Physical Damage coverage provided will be:

- (a) With respect to Other Than Collision coverage:
 - (1) Comprehensive Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part; or,
 - (2) Specified Causes Of Loss Coverage if, under this coverage part or policy, any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
- (b) Collision Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part.

3. Limit Of Insurance

The most we will pay in any one "loss" will be the lesser of:

- a. The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
- b. The cost to repair or replace the damaged or stolen "auto" with other property of like kind and quality; or
- c. \$50,000,

except that such amount will be reduced by a deductible as determined by paragraph E.4. below.

4. Deductible

Our obligation to pay for, repair, return or replace such damaged or stolen covered hired "auto" will be reduced by a deductible for each coverage afforded under E.2.(a) and E.2.(b) above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. Loss Of Use

For any "auto" which is a covered "auto" under this extension E. Hired Auto Physical Damage Coverage (Limited), and subject to the coverages provided under paragraph E.2. Coverage above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

- a. Such "auto" is leased or rented under a written rental contract or agreement;
- b. Such loss of use is a direct consequence of a "loss" covered under this extension E. Hired Auto Physical Damage Coverage (Limited):
 - (1) For which an "insured" is legally responsible; and
 - (2) As a result of which the leasing or rental entity sustains a monetary loss;
- c. The most we will pay for any expenses for loss of use is \$300 per day, subject to a maximum of \$2,100; and

- d. Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** contained in **Section III - Physical Damage Coverage** does not apply.

6. Other Insurance

Coverage under this extension **E. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired "autos" under **Item Four - Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums** in the **Business Auto Declarations** in this policy or coverage part (or which would have been provided except for the application of an exclusion).

F. KNOWLEDGE OF ACCIDENT, CLAIM, SUIT, OR LOSS

Sub-paragraph **a.** contained in Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit or Loss**, of **Section IV - Business Auto Conditions** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" only when the "accident", claim, "suit" or "loss" is known to:
1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. A manager, if you are a limited liability company; or
 4. An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

G. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph **5. Fellow Employee** of Paragraph **B. Exclusions** contained in **Section II - Liability Coverage** is replaced by the following:

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. Other Insurance** of Paragraph **B. General Conditions** under **Section IV - Business Auto Conditions** is changed accordingly.

Any insurance provided by this provision **G. Limited Fellow Employee Coverage** does not apply if separate Fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

H. LIMITED LOAN/LEASE GAP COVERAGE

Paragraph 4. Coverage Extensions of Paragraph A. Coverage contained in Section III - Physical Damage Coverage is amended to add the following:

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

1. We will only pay the lesser of:
 - a. The sum of such unpaid amount, less
 - (1) The amount paid under the Physical Damage Coverage Section of the policy or coverage part; and
 - (2) Any:
 - (a) Overdue loan/lease payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the Lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases; or
 - b. \$1,500.
2. This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
3. The insurance afforded for **Limited Loan/Lease Gap Coverage** in this extension endorsement does not apply if separate **Loan/Lease Gap Coverage** is afforded for such covered "auto" in an endorsement issued by us and made a part of this policy or coverage part.

I. LIMITED RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in this Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads.

However, "auto" does not include:

 - a. "Mobile equipment"; or
 - b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to this coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto"; or
 - b. 45 days
5. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. (i) \$50 per day for a "private passenger auto" or a "light truck";
(ii) \$75 per day for other than a "private passenger auto" or a "light truck",
subject to a maximum of \$2,250.
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. Paragraph a. **Transportation Expenses** of Paragraph 4. **Coverage Extension** of Paragraph A. **Coverage** contained in **Section III - Physical Damage Coverage**, does not apply and is entirely deleted.

8. The insurance afforded for Limited Rental Reimbursement Coverage in this extension endorsement does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made a part of this policy or coverage part.

9. As used in this coverage:

a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and

b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.

Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

- (i) a partnership, joint venture, or limited liability company; or
- (ii) an organization excluded either by the provisions of this Coverage Part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

1. This insurance does not apply to any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.
3. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

K. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

The following changes are made to the Paragraph **a. Supplementary Payments** of Paragraph **2 Coverage Extensions** of Paragraph **A. Coverage** contained in **Section II - Liability Coverage**:

1. The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from \$2,000 to \$3,000.
2. The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from \$250 to \$1,000 per day.

L. TOWING AND LABOR COVERAGE EXTENSION

Paragraph **2. Towing** of Paragraph **A. Coverage** under **Section III - Physical Damage Coverage** is entirely replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy or coverage part, we will pay up to \$75 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. If, at the time of disablement, such "private passenger auto" or "light truck" is also a covered "auto" for the **Physical Damage Towing And Labor** coverage shown under **Item Two** of the **Business Auto Declarations** in this policy or coverage part, the most we will pay for each covered disablement is the greater of:
 - a. The limit shown under **Item Two** in the **Declarations**, or
 - b. \$75

As used in this coverage:

- a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and
- b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.

Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

M. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us** contained in **Section IV - Business Auto Conditions**:

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use, loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the covered injury or damage; and
 - b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies only to such person or organization designated in such written contract or agreement.

September 26, 2013
Consent Agenda Item No. 2h
Chapter 2 – Animal Control Ordinance Update

To: Kathy Merrill, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding proposed changes to Chapter 2 – Animal Control of the City of College Station Ordinances.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends adoption of the proposed changes.

Summary:

State law requires a veterinarian to examine and establish a proper veterinarian-client-patient relationship with each animal prior to legally practicing veterinary medicine on the animal. However, most shelters do not employ a full-time veterinarian and frequently take in large numbers of animals, making it difficult to keep these animals isolated until a veterinarian can provide a full examination on each animal. Proper disease control practices advise against housing a potentially infected animal with the general population of animals without first administering vaccinations.

Based upon the Texas Occupation Code §801.004, if the animal shelter owns, is an employee of the owner, or is the “**designated caretaker**” of the animal, the unlicensed shelter staff may treat the animal with over-the-counter vaccinations without exposing the veterinarian to liability.

In most shelters, core intake vaccinations are provided by lay shelter staff working under veterinarian-developed protocols. However, if a veterinarian is working with the shelter and the shelter does not own the animal because ownership has not yet legally transferred to the shelter, the veterinarian may be responsible for the actions of the shelter staff. In this situation, the veterinarian or shelter staff could be considered practicing veterinary medicine without first establishing a proper veterinarian-client-patient relationship. Therefore, it is important that City Ordinances officially designate and refer to animal shelters as “**designated caretakers**” in order to maintain the proper veterinarian relationships and statuses pursuant to state law.

This ordinance modification expands the definition of “Animal Shelter” to include the shelter being considered a “**designated caretaker**” of animals immediately upon intake at the shelter.

Budget & Financial Summary: n/a

Legal Review: Yes

Attachments:

- Ordinance modification expanding the definition of “Animal Shelter” in Chapter 2 of the Animal Control Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, "ANIMAL CONTROL", SECTION 1, "GENERAL", E "IMPOUNDMENT", (1) "ANIMAL SHELTER", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY 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 2, "ANIMAL CONTROL", SECTION 1, "GENERAL", E "IMPOUNDMENT", (1) "ANIMAL SHELTER", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

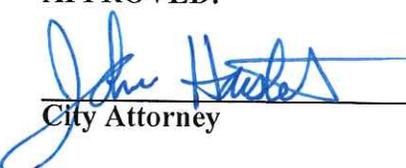
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 2, "ANIMAL CONTROL", SECTION 1, "GENERAL", E. "IMPOUNDMENT", (1) "ANIMAL SHELTER"**, shall be and is hereby amended to read as follows:

E. (1) Animal Shelter.

The City maintains or ensures the availability of an animal shelter to impound animals which shelter shall be open to the public during normal business hours. The animal shelter shall be considered the designated caretaker of a stray, impounded or surrendered animal immediately upon intake at the shelter.

September 26, 2013
Consent Agenda Item No. 2i
Law Enforcement Assistance- Interlocal Agreement

To: Kathy Merrill, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding a Law Enforcement Assistance- Inter-local Agreement.

Relationship to Strategic Goals: Core Services and Infrastructure

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

Summary: Inter-local agency cooperation is imperative in order to maintain public safety in times of adverse conditions or emergency situations. As such, for years, local law enforcement agencies have maintained an agreement to assist each other when unique situations occur.

The purpose of this agreement is to authorize the City of College Station, Texas A&M University, Blinn College, Brazos County Sheriff's Office, Brazos County Constables and Bryan Police Department to cooperate in the investigation of criminal activity, enforcement of laws of this State and the provision of additional law enforcement officers and equipment to protect health, life and property, including but not limited to the performance of police protection and detention services.

While still in effect, our current agreement was signed in 2008.

Budget & Financial Summary: N/A

Reviewed and approved by Legal: Yes

Attachments:

- Law Enforcement Assistance Inter-local Agreement

**INTERLOCAL AGREEMENT
LAW ENFORCEMENT ASSISTANCE**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this _____ day of _____, 2013, by and between the TEXAS A&M UNIVERSITY (the "University"), the BLINN COLLEGE (the "College"), the COUNTY OF BRAZOS, TEXAS ("Brazos County"), the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station"), the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan"), each acting by and through its duly authorized agents (referred to collectively as the "Parties");

WHEREAS, the Parties to this Agreement 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 Law Enforcement Services; and

WHEREAS, the Texas A&M University Police Department exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of College Station and within those areas owned by the Texas A&M University System which lie outside the territorial limits of the main university campus. The Texas A&M University Police Department shares concurrent jurisdiction within the territorial limits of Brazos County.

WHEREAS, the Blinn College Police Department exercises primary jurisdiction within the territorial limits of the main college campus located within the incorporated limits of the City of Bryan and within those areas owned by the Blinn College System which lie outside the territorial limits of the main college campus.

WHEREAS, the Brazos County Sheriff's Office exercises primary jurisdiction within the unincorporated territorial limits of Brazos County and those areas owned by Brazos County within the incorporated limits of the City of Bryan and the City of College Station. The Brazos County Sheriff's Office shares concurrent jurisdiction within the territorial limits of the City of Bryan and the City of College Station and exercises secondary jurisdiction within the territorial limits of those cities.

WHEREAS, the Brazos County Constables territorial limits are established by their respective precinct boundaries. The Brazos County Constables share concurrent jurisdiction within the territorial limits of Brazos County, the City of Bryan, and the City of College Station and exercise secondary jurisdiction within the territorial limits of Brazos County, the City of College Station, and the City of Bryan.

WHEREAS, the Bryan Police Department exercises primary jurisdiction within the incorporated limits of the City of Bryan and within those areas owned by the City of Bryan which lie outside the territorial limits of that city.

WHEREAS, the College Station Police Department exercises primary jurisdiction within the incorporated limits of the City of College Station and within those areas owned by the City of College Station which lie outside the territorial limits of that city.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants made herein by the University, the College, Brazos County, College Station, and Bryan, the sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby mutually agree as follows:

I. DEFINITIONS

The following terms shall have the following meanings when used in the Agreement:

(a) "Law Enforcement Officer" means any peace officer, as described in Article 2.12 of the Texas Code of Criminal Procedure who has been commissioned under the laws of the State of Texas.

(b) "Law Enforcement Personnel" means any full time or part time employee(s), including Law Enforcement Officers, who work for a law enforcement agency of one of the Parties hereto.

(c) "Chief Law Enforcement Officer" means the Sheriff, Constable, Chief of Police, or Director of University or College Police of the respective Parties. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf in regards to this Agreement.

(d) "Presiding Officer" means the Mayor, County Judge, or other officer of the respective Parties authorized to declare a state of civil emergency.

(e) "Requesting Agency" means the Party, or law enforcement agency thereof, that is requesting assistance from another Party, or law enforcement agency thereof.

(f) "Provider Agency" means the Party, or law enforcement agency thereof, that is providing assistance the Requesting Party, or law enforcement agency thereof.

II. AGREEMENT

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

III. PURPOSE

The purpose of this Agreement is to authorize the Parties to cooperate in the performance of police protection and detention services, including but not limited to the investigation of criminal

activity and enforcement of the laws of the State of Texas, and the provision of additional law enforcement personnel and equipment to protect health, life and property.

IV. CONDITIONS FOR ASSIGNMENT / ASSISTANCE

The Parties agree to assign law enforcement personnel and equipment to perform law enforcement duties, including law enforcement protection and detention services, outside their respective territorial limits and jurisdictions, subject to the determination of availability of Law enforcement Personnel and discretion as to participation when:

- (a) The Chief Law Enforcement Officer of the Requesting Agency has requested assistance through the Chief Law Enforcement Officer of the Provider Agency; and
- (b) The Chief Law Enforcement Officer of the Provider Agency has determined, in their sole discretion, that sufficient law enforcement personnel and equipment are available for the specific assignment and that the health, safety, or welfare of the Provider Agency's citizens would not be endangered by dispatching law enforcement personnel or equipment outside of the Provider Agency's jurisdictional limits.

V. REQUESTING INFORMATION

Any request for aid under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested, the specific location to which the equipment and personnel are to be dispatched, and a reasonable estimate of the length of time the assistance will be needed. However, the amount and type of equipment and number of personnel to be furnished shall be determined by and in the sole discretion of the Chief Law Enforcement Officer of the Provider Agency.

VI. COMMUNICATIONS

Communications between law enforcement personnel responding pursuant to this Agreement shall be determined by the Requesting Agency's officer in tactical control of the situation. When practical, the primary means of communication shall be by telephone or two way radio communications either mobile to mobile or mobile to base with the Requesting Agency providing communication center coordination.

VII. REPORTING / QUALIFICATIONS / DURATION OF ASSIGNMENT

Upon assignment to the Requesting Agency, law enforcement personnel of the Provider Agency shall report to the Requesting Agency's officer in tactical control at the location to which they have been assigned, and shall be under the command of the Requesting Agency's Chief Law Enforcement Officer, with all the powers of a regular law enforcement officer of the Requesting Agency, as fully as though he/she were within the jurisdictional limits of the governmental entity where he/she is regularly employed, and his/her qualifications as a law enforcement officer where regularly employed shall constitute his/her qualifications for such

officer within the jurisdictional limits of the Requesting Agency, and no other oath, bond, or compensation need be made. Additionally, such law enforcement personnel shall have the same investigative authority as if they were investigating criminal activity within the jurisdictional limits of the government for which they are regularly employed.

Law Enforcement Personnel of the Provider Agency will be released by the Requesting Agency when their services are no longer needed.

While in the service of the Requesting Agency, Law Enforcement Personnel of the Provider Agency shall be deemed Law Enforcement Personnel of the Requesting Agency, regardless whether they are compensated for such service by the Provider Agency.

VIII. ASSIGNMENTS / JOB DUTIES

Law Enforcement Personnel of the Provider Agency shall perform duties as directed.

When the need exists, Law Enforcement Personnel of the Provider Agency may be assigned to processing and transporting arrestees from the scene of incidents to designated detention facilities. If temporary detention facilities are necessary and are deemed inadequate by design, continuous supervision shall be provided for until permanent facilities are located.

If Law Enforcement Personnel assigned to a Requesting Agency are directed or requested to do any illegal act, each such employee shall be entitled to decline or refuse to act.

IX. WITHDRAWAL FROM PARTICIPATION

Notwithstanding any other provisions contained herein, Law Enforcement Personnel assigned to the Requesting Agency shall remain under the ultimate command of the Provider Agency. Consequently, the Chief Law Enforcement Officer of the Provider Agency may at any time, in their sole discretion, withdraw the Provider Agency's personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

X. COMPENSATION

Any law enforcement personnel who is assigned, designated, or ordered by the Chief Law Enforcement Officer of the Provider Agency to perform duties pursuant to this Agreement, is entitled to receive the same wage, salary, pension, and all other compensation and all other rights for such service, including but not limited to injury or death benefits, and workers compensation benefits, the same as though the service had been rendered within the jurisdictional limits of the Provider Agency. Such Law Enforcement Personnel are also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the jurisdictional limits of the Provider Agency.

All wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses shall be paid by the Provider Agency in the same manner as though the service had been rendered within the jurisdictional limits of the

Provider Agency. The Requesting Agency shall reimburse the Provider Agency after the payment is made and reimbursement is requested.

XI. CIVIL LAWSUITS

In the event that any person performing criminal investigation and law enforcement, law enforcement protection, or detention services pursuant to this Agreement shall be cited as a Party to any civil lawsuit, state or federal, arising out of the performance of those services, he/she shall be entitled to the same benefits that he/she would be entitled to receive if such civil action has arisen out of his duties as a member of the Provider Agency and in the jurisdiction of the Provider Agency.

Third-party claims against the Parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall be in Brazos County, Texas.

XII. INDEMNITY / RELEASE

As otherwise provide for under paragraph XI (Civil Lawsuits) and to the extent permitted by the laws of the State of Texas, and without waiving governmental immunity or the limitations as to damages under the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a Law Enforcement Officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.

The Requesting Agency assumes full responsibility for the services to be performed hereunder, and hereby releases, relinquishes, and discharges the Provider Agency, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the services, personnel, or equipment provided by the Provider Agency under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Provider Agency, its officers, agents, and employees, or any third party.

XIII. RESERVATION OF IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from any activity conducted pursuant to this Agreement.

XIV. EXPENDING FUNDS

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall be liable for failure to expend funds to provide aid hereunder.

XV. VALIDITY

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

XVI. EXECUTION / EFFECTIVE DATE / TERM AND TERMINATION

This Agreement shall become effective immediately upon execution by all the Parties hereto with the initial term of this Agreement commencing on the effective date and ending on the succeeding September 30th. Thereafter, this Agreement shall automatically renew for nine (9) successive one (1) year periods, each commencing on October 1st and expiring on September 30th of the following year. Any Party wishing not to renew shall provide written notice to all Parties at least thirty (30) days prior to any annual renewal date during the term of this Agreement.

Notwithstanding the above, any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days written notice as provided herein to the Presiding Officer of every other Party. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

XVII. MODIFICATION

This Agreement may only be amended, modified, or revised by the mutual agreement of the Parties hereto in writing.

This instrument contains all commitments and agreements of the Parties, and oral and written commitments not contained herein shall have no force or effect to alter any terms or conditions of this Agreement.

XVIII. ORIGINAL DOCUMENTS

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.

XIX. WAIVER

The failure of either Party to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver or relinquishment of such requirements in future instances, but such requirements will continue and remain in full force and effect.

XX. SEVERABILITY

If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement and the Agreement shall be construed as if the invalid, illegal, or unenforceable term or provision had never been contained in it.

XXI. NOTICES

Any notices, approval, consent, or communication by one Party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective Parties as follows:

BRAZOS COUNTY:

Sheriff
Chris Kirk
Brazos County Sheriff's Office
300 East 29th Street, Suite 105
Bryan, Texas, 77803

Tele: (979) 361-4148
E-Mail: chriskirk@highsheriff.com
Fax: (979) 361-4170

Constable
Jeff Reeves
Office of the Constable, Precinct 1
12845 FM 2154, Suite 140
College Station, Texas, 77845

Tele: (979) 695-0030
E-Mail: jreeves@brazoscountytexas.gov
Fax: (979) 695-0324

Constable
Donald Lampo
Office of the Constable, Precinct 2
300 East 26th Street, Suite 109B
Bryan, Texas, 77803

Tele: (979) 361-4477
E-Mail: dlampo@co.brazos.tx.us
Fax: (979) 361-4455

Constable
Rick Starnes
Office of the Constable, Precinct 3
1500 George Bush Drive
College Station, Texas, 77845

Tele: (979) 694-7900
E-Mail: rstarnes@brazoscountytexas.gov
Fax: (979) 694-7902

Constable
Isaac Butler
Office of the Constable, Precinct 4
206 N. Washington Avenue
Bryan, Texas, 77803

Tele: (979) 361-4266
E-Mail: ibutler@co.brazos.tx.us
Fax: (979) 361-4200

with copy to:

County Judge
Duane Peters
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

Tele: (979) 361-4102
E-Mail: dpeters@brazoscountytexas.gov
Fax: (979) 823-6593

TEXAS A&M UNIVERSITY:

Interim Chief of Police TAMU Police
Mike Ragan
Texas A&M University Police Department
1231 TAMU
1111 Research Parkway
College Station, Texas, 77843

Tele: (979) 845-8898
E-Mail: mragan@tamu.edu
Fax: (979) 862-8109

with copy to:

President
R. Bowen Loftin
Texas A&M University
8th Floor Rudder Tower
College Station, Texas 77843

Tele: (979) 845-2217
E-Mail: rbloftin@tamu.edu
Fax: (979) 845-5027

BLINN COLLEGE:

Captain Blinn College Police
Bill May
Blinn College
2423 Blinn Blvd.
P.O. Box 6030
Bryan, Texas 77805

Tele: (979) 209-7418
E-Mail: bmay@blinn.edu
Fax: (979) 209-7448

with copy to:

Interim President
Sylvia McMullen
Blinn College
2423 Blinn Blvd.
P. O. Box 6030
Bryan, Texas 77805

Tele: (979) 830-4112
E-Mail: sylvia.mcmullen@blinn.edu
Fax:

COLLEGE STATION:

Chief of Police
Jeff Capps
College Station Police Department
2611 Texas Avenue S.
College Station, Texas 77840

with copy to:

Interim City Manager
Kathy Merrill
City Of College Station
1101 Texas Avenue South.
College Station, Texas 77840

Additional Contact Information:

Tele: (979) 764-3605
E-Mail: jcapps@cstx.gov
Fax (979) 764-3468

Tele: (979) 764-3510
E-Mail: kmerrill@cstx.gov
Fax: (979) 764-6377

BRYAN:

Chief of Police
Eric Buske
Department
301 South Texas Avenue
Bryan, Texas 77803

with copy to:

City Manager
Kean Register
300 South Texas Avenue
Bryan, Texas 77803

Tele: (979) 209-5387
E-Mail: ebuske@bryantx.gov
Fax: (979) 209-5388

Tele: (979) 209-5100
E-Mail: kregister@bryantx.gov
Fax: (979) 209-5106

XXII. INTERLOCAL COOPERATION ACT

The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act and that the payments as enumerated herein fairly compensates the performing Parties for the services and functions performed under this Agreement. The Parties hereto further expressly acknowledge and agree that payment for services and functions under this Agreement shall be paid from current revenues available to the paying party. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

XXIII. HEADINGS

The article headings in this Agreement are used for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

XXIV. JURISDICTION

This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

XXV. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

XXVI. SUPERCESSION AND PREEMPTION

Upon execution of this Agreement by all Parties hereto, this Agreement shall preempt and supersede that certain INTERLOCAL AGREEMENT EMERGENCY LAW ENFORCEMENT ASSISTANCE contract made and entered into on October 2, 2008, also between the Parties hereto.

EXECUTED this the _____ day of _____, 2013 by
Brazos County.

COUNTY OF BRAZOS

By: _____

Duane Peters
Brazos County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DUANE PETERS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Brazos County Sheriff's Department.**

COUNTY OF BRAZOS

By: _____

CHRIS KIRK
Brazos County Sheriff

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **CHRIS KIRK**, Sheriff of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 1.**

COUNTY OF BRAZOS

By: _____

JEFF REEVES
Brazos County Constable Precinct 1

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JEFF REEVES**, Constable, Precinct 1, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 2.**

COUNTY OF BRAZOS

By: _____

DONALD LAMPO
Brazos County Constable Precinct 2

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DONALD LAMPO**, Constable, Precinct 2, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 3.**

COUNTY OF BRAZOS

By: _____

RICK STARNES
Brazos County Constable Precinct 3

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RICK STARNES**, Constable, Precinct 3, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
the **Office of the Constable, Precinct 4.**

COUNTY OF BRAZOS

By: _____

ISAAC BUTLER
Brazos County Constable Precinct 4

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Rod Anderson
County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **ISAAC BUTLER**, Constable, Precinct 4, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
Texas A&M University.

TEXAS A&M UNIVERSITY

By: _____

DEAN K. ENDLER
Interim University Contracts Officer

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
Blinn College.

BLINN COLLEGE

By: _____
SYLVIA MCMULLEN
Interim President

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
College Station.

CITY OF COLLEGE STATION

By: _____
Mayor, City of College Station

ATTEST:

APPROVED

City Secretary

City Manager



City Attorney

Executive Director Business Services

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2013 by
BRYAN.

CITY OF BRYAN

By: _____

JASON BIENSKI
Mayor, City of Bryan

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Stratta
City Secretary

Janis Hampton
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013

Notary Public, State of Texas
My Commission Expires: _____

September 26, 2013
Consent Agenda item No. 2j
Advanced Funding Agreement for the Northpoint Crossing Traffic Signal
Reconstruction

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on the Advance Funding Agreement (AFA) with The Northpoint Crossing (Plaza) developer on the reconstruction of the traffic signal at University Dr. and Texas Ave. Contract associated 13-412.

Relationship to Strategic Goals: Financial Sustainable City Providing Responses to Core Services and Infrastructure,

Recommendation(s): Staff recommends approval.

Summary: As part of the Northpoint Crossing Development (Plaza) rezoning, and the results of a Traffic Impact Analysis, the developer Woodridge College Station I, LLC was required to mitigate for traffic impacts. Those improvements include an additional left turn and right turn at the intersection of University Dr at Texas Ave. Along with the modified intersection the traffic signal controlling the intersection needs to be modified. A portion of the modification is associated with this project (approximately 1/3). The AFA describes the responsibilities of the Developer and the City with regard to the sharing of costs to the reconstruction of the traffic signals at the intersection of University Dr and Texas Ave.

Budget & Financial Summary: Approximately \$249,150 (2/3 of the total cost) will be paid by the City. The project's budget enclosed an enumerated in Exhibit "C" reflects the costs of those items mentioned above, and the percentages of participation by the individual parties.

Reviewed and Approved by Legal: Yes

Attachments:

1. AFA Resolution
2. Exhibits
3. Contract on File with City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF COLLEGE STATION, TEXAS APPROVING THE ADVANCED FUNDING AGREEMENT (AFA) WITH WOODRIDGE COLLEGE STATION I, LLC THE DEVELOPER OF NORTHPOINT CROSSING (THE PLAZA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AFA.

WHEREAS, Developer is developing property within the City of College Station, more particularly described as Northpoint Crossing Subdivision, Lots 1 and 2, Block One, College Station, Brazos County, Texas (hereafter “Property”), and

WHEREAS, Developer is required to construct roadway improvements that are related Developer’s proposed development and reconstruct a portion of the existing traffic signal at the adjacent intersection of Texas Avenue and University Drive, and

WHEREAS, Developer is required to pay for the construction of the roadway improvements and pay for the professional design of the roadway portion of the public infrastructure affecting Developer’s development; and

WHEREAS, Developer is desirous of sharing in the cost of the signal work to be completed at the intersection by paying for the professional design of the signal portion of the public infrastructure to be reconstructed and paying for one-third of the total construction costs of the signal; and

WHEREAS, Developer and City agree that it is in the best interests of the public to jointly share in the costs of constructing certain identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by Developer’s engineers, and determined that such public improvement qualifies for joint participation.

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

PART 1: That the City Council hereby approves the AFA with Woodridge College Station I, LLC, for the reconstruction of the traffic signal at University Drive and Texas Avenue.

PART 2: That the City Council hereby authorizes the City Manager to execute the Advanced Funding Agreement.

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

ADOPTED this ____ day of _____, 2013.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Exhibit B
Description of the Project

This project removes and replaces an existing traffic signal system at the intersection of Texas Avenue and University Drive. The installation of the new traffic signal will be as shown in the graphic below. Construction plans have been signed and sealed by a licensed engineer and construction will be done in accordance with the design documents, the Bryan-College Station Design Guidelines, and the Texas Manual on Uniform Traffic Control Devices.

Exhibit C
Engineer's Estimate of the Cost of Project

Project	Estimate	City's Participation	Developer's Participation
Signal Construction	\$372,810	\$249,150 (67%)	\$123,660 (33%)

Exhibit B
Description of the Project

This project removes and replaces an existing traffic signal system at the intersection of Texas Avenue and University Drive. The installation of the new traffic signal will be as shown in the graphic below. Construction plans have been signed and sealed by a licensed engineer and construction will be done in accordance with the design documents, the Bryan-College Station Design Guidelines, and the Texas Manual on Uniform Traffic Control Devices.

Exhibit C
Engineer's Estimate of the Cost of Project

Project	Estimate	City's Participation	Developer's Participation
Signal Construction	\$372,810	\$249,150 (67%)	\$123,660 (33%)

September 26, 2013
Consent Agenda Item No. 2k
Northgate and Chimney Hill Cleaning Contract - First Renewal

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the first renewal of service Contract 12-302 for annual janitorial services for the Northgate District and the Chimney Hill center with Shelby Building Maintenance & Janitorial, Inc. DBA Professional Floor Service & Janitorial in an amount not to exceed \$59,627.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This is the first renewal of Contract 12-302 with Shelby Building Maintenance & Janitorial, inc. to provide routine cleaning and janitorial services for the Northgate District and the Chimney Hill shopping center. The renewal term begins on September 1, 2013 and ends on August 31, 2014.

Budget & Financial Summary: Funds are budgeted and available in the Northgate District budget and Public Works/Facilities Maintenance budget.

Reviewed and Approved by Legal: Yes

Attachments:

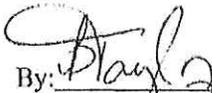
1. Renewal #1 – Contract 12-302

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 12-302 for Annual Janitorial Maintenance Services at Northgate and Chimney Hill and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Fifty Nine Thousand Six Hundred Twenty Seven and 00/100 Dollars (\$59,627.00).

I understand this renewal term will be for the period beginning September 1, 2013 through August 31, 2014. This is the first of two possible renewals.

**Shelby Building Maintenance &
Janitorial Inc. d/b/a Professional
Floor Service & Janitorial LLC**

By: 
Printed Name: BONNIE TAYLOR
Title: Senior Vice President
Date: 9/2/13

City of College Station

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 9-11-13

Executive Director Business Services
Date: _____

September 26, 2013
Consent Agenda Item No. 2L
Lost Ticket Fee - Northgate Parking Garage

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding an amendment to Chapter 10, Section 4 of the City of College Station Code of Ordinances, specifically a change to the lost ticket fee for the Northgate parking garage.

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

Recommendation(s): Staff recommends approval.

Summary: This ordinance provides the City Manager with the authority to adjust the parking garage "lost ticket" fee to align with the \$20.00 game day rate at the Northgate parking garage. In July of this year, the City Council approved changes to the parking rate structure in Northgate. However, the lost ticket fee for the parking garage remained at \$10.00, effectively allowing patrons to park at a reduced rate.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance

H. Northgate Parking Fees, Hours, Exemptions, and Loading Zone

(2) **Northgate Parking Garage Fee Schedule.** The City Manager or his designee may adjust the parking fee up to or below the amounts set below. The following fees shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main:

- (a) Per hour fee up to three dollars (\$3.00) per hour.
- (b) Lost ticket fee up to twenty-five (\$25.00) per day.
- (c) Special event fee up to twenty-five dollars (\$25.00) per day.
- (d) Game day fee up to twenty-five dollars (\$25.00) per day.
- (e) **License agreements.**

The City Manager or his designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees:

- (i) Twenty-four-hour—Seven days a week licenses (24/7). Up to two thousand dollars (\$2,000.00) annually, or up to seven hundred dollars (\$700.00) per semester or up to two hundred dollars (\$200.00) per month.
- (ii) Daytime licenses. Up to one thousand five hundred dollars (\$1,500.00) annually or up to five hundred dollars (\$500.00) per semester or up to two hundred dollars (\$200.00) per month.
- (iii) Charge a non-refundable administrative fee up to fifty dollars (\$50.00) upon execution of a license agreement to park in the garage.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 10-4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", SUBSECTION H (2) "NORTHGATE PARKING GARAGE FEE SCHEDULE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY 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 10-4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," SUBSECTION H (2) "NORTHGATE PARKING GARAGE FEE SCHEDULE"**, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

PART 2: That 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 liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

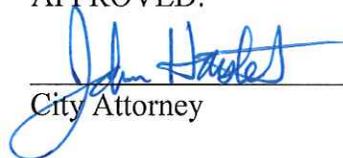
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 10-4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," SUBSECTION H (2) "NORTHGATE PARKING GARAGE FEE SCHEDULE"**, is hereby amended as follows:

H. (2) Northgate Parking Garage Fee Schedule. The City Manager or his designee may adjust the parking fee up to or below the amounts set below. The following fees shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main:

- (a) Per hour fee up to three dollars (\$3.00) per hour.
- (b) Lost ticket fee up to twenty-five dollars (\$25.00) per day.
- (c) Special event fee up to twenty-five dollars (\$25.00) per day.
- (d) Game day fee up to twenty-five dollars (\$25.00) per day.
- (e) **License agreements.**

The City Manager or his designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees:

- (i) Twenty-four-hour—Seven days a week licenses (24/7). Up to two thousand dollars (\$2,000.00) annually, or up to seven hundred dollars (\$700.00) per semester or up to two hundred dollars (\$200.00) per month.
- (ii) Daytime licenses. Up to one thousand five hundred dollars (\$1,500.00) annually or up to five hundred dollars (\$500.00) per semester or up to two hundred dollars (\$200.00) per month.
- (iii) Charge a non-refundable administrative fee up to fifty dollars (\$50.00) upon execution of a license agreement to park in the garage.

September 26, 2013
Consent Agenda Item No. 2m
Annual Exemptions

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion to authorize expenditure of funds for FY'14, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

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

Recommendation(s): Staff recommends approval of the purchase requests as listed on the attached spreadsheet.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 or other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available and budgeted for each of the listed purchase requests in the fiscal year 2013-2014 budget in various funds of the City, or if necessary will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments:

1. List of FY14 Annual Exemptions

2014 Exemptions

LGC 252.022(a)(7)(A) - Single source due to patents, copyrights, secret processes or other natural monopolies			
		FY 2013 Approved	FY 2014 Request
	US Postmaster	\$ 70,000.00	\$ 70,000.00
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance			
		FY 2013 Approved	FY 2014 Request
	EnRoute Emergency System (application software upgrade/maintenance)	\$ 149,490.00	\$ 144,855.00
	Reynolds & Company (WW SCADA maintenance)	\$ 100,000.00	\$ 100,000.00
	Sungard Public Sector (H T E application maintenance)	\$ 163,830.00	\$ 161,405.00
	ESRI Maintenance (ArcGIS Products)	N/A	\$ 55,000.00
	Replacement Parts for Ford Vehicles	\$ 60,000.00	\$ 50,000.00
LGC 252.022(a)(4) - Personal, professional or planning services			
		FY 2013 Approved	FY 2014 Request
	CME (geotechnical & construction testing services)	\$ 30,000.00	\$ 30,000.00
	Terracon (geotechnical & construction testing services)	\$ 30,000.00	\$ 30,000.00
	Joe Orr Surveying (land surveying)	\$ 100,000.00	\$ 100,000.00
	Bickerstaff, Heath, Delgado, Acosta (electrical legal services related interim TCOS filing and power supply contracts)	\$ 100,000.00	\$ 100,000.00
	Lloyd Gosselink (W/WW legal issues)	\$ 100,000.00	\$ 55,000.00
	Allen Boone Humphries Robinson (MMD legal issues)	\$ 105,000.00	\$ 50,000.00
	Park And Recreation Tournament Registration and Fees (ASA - Amature Softball Association)	N/A	\$ 20,000.00
	Park And Recreation Tournament Registration and Fees (TAAF - Texas Amature Athletic Federation)	N/A	\$ 40,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services			
		FY 2013 Approved	FY 2014 Request
	City of Bryan (utilities for wells and pump station)	\$ 1,125,000.00	\$ 1,125,000.00
	Verizon (local phone service)	\$ 105,000.00	\$ 104,000.00
	Entergy (Well 8 electrical power)	\$ 100,000.00	\$ 100,000.00
Expenditures pursuant to established interlocal agreements with various agencies			
		FY 2013 Approved	FY 2014 Request
	ILA with BVSWMA (disposal fees)	\$ 1,477,497.00	\$ 1,388,150.00
	ILA with Brazos County Appraisal District	\$ 251,857.00	\$ 260,607.00
	ILA with City of Bryan (library services)	\$ 945,820.00	\$ 1,025,939.00
	ILA with Brazos Valley Wide Area Communications System (FY 14 Operating Budget approved by Council May 9, 2013)	\$ 211,904.00	\$ 210,732.00
	ILA with Brazos Valley Wide Area Communications System (FY 14 Capital Budget approved by Council May 9, 2013)	N/A	\$ 73,479.51
	ILA with Brazos County, City of Bryan & TAMU for Community Emergency Operation Center (CEOC) Lease	\$ 59,854.00	\$ 60,593.00
	ILA with Texas Comptroller (ATT wireless phone/data services)	\$ 50,000.00	\$ 55,000.00
	ILA with Texas Comptroller for Grainger (maintenance, repair and operational supplies)	\$ 75,000.00	\$ 75,000.00
	ILA with National Intergovernmental Purchasing Alliance (NIPA) for Office Depot (office supplies and equipment)	\$ 87,800.00	\$ 100,000.00
	ILA with Wellborn SUD for water wheeling	N/A	\$ 150,000.00
	Brazos County Health Department	\$ 326,500.00	\$ 326,500.00
Expenditures for mandated state fees			
		FY 2013 Approved	FY 2014 Request
	TCEQ (inspections/assessments, permitting fees - W/WW)	\$ 150,000.00	\$ 150,000.00
	BV Groundwater Conservation District	\$ 215,000.00	\$ 215,000.00
	Texas Workforce Commission (unemployment claims)	\$ 70,000.00	\$ 50,000.00
	ERCOT (electric reliability fees)	\$ 72,000.00	\$ 72,000.00

September 26, 2013
Consent Agenda Item No. 2n
Contract Renewal for Printing and Mailing of Utility Bills and Inserts

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion regarding renewal of the services contract 12-300, for outsourcing of the Printing and Mailing of Utility Bills, final notices and inserts for an estimated annual expenditure of \$230,000 to Xpedient Mail.

Recommendation(s): Staff recommends approval of the contract renewal with Xpedient Mail for Outsourcing the Printing and Mailing of Utility bills, late notices and inserts for an estimated annual expenditure of \$230,000.

Summary: In 2012 RFP's were sent to vendors that specialize in the printing and mailing of utility bills, notices and inserts. Seventeen responses were received and evaluated. In September 2012, Xpedient Mail was awarded the contract, which contained two possible one year renewals. Upon renewal of this contract, Xpedient Mail will continue to use the base bill product from Sungard Public Sector software to produce and send the bills and notices. They may also print the utility bill insert. In addition, Xpedient Mail will continue to make images of an exact duplicate of the bill available to city staff. We are requesting approval to renew the contract with Xpedient Mail.

Budget & Financial Summary: We are sending out approximately 360,000 utility bills and 7,200 final notices annually. Currently we spend approximately \$20,000 annually on supplies (paper, envelopes, etc), \$25,000 on professional services, \$30,000 for printing of the insert and \$150,000 on postage.

Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract #12-300 Renewal 1



RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 12-300 for Annual Printing, Inserting and Mailing of Utility Bills and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00).

I understand this renewal term will be for the period beginning October 1, 2013 through September 30, 2014. This is the first of two possible renewals.

Xpedient Mail

City of College Station

By: *Glenn Hudson*
Printed Name: Glenn HUDSON
Title: Mgr
Date: 8/13/13

By: _____
City Manager
Date: _____

APPROVED:

A.C. Fols
City Attorney
Date: 8-21-13

Executive Director Business Services
Date: _____

September 26, 2013
Consent Agenda Item No 2o
Renewal of Annual Price Agreement for
Emulsified Asphalt Products

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation possible action and discussion regarding the renewal of an annual price agreement with Ergon Asphalt Emulsion, Inc. for the purchase of Emulsified Asphalt Products in the amount of \$428,697.14.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual price agreement.

Summary: Bids (Bid #11-125) were requested for an annual price agreement for Emulsified Asphalt Products on September 15, 2011 Ergon Asphalt Emulsion, Inc. agrees to a second renewal of two allowable annual renewal.

Public Works utilizes several emulsified asphalt products to rehabilitate and repair asphalt pavement. The HFRS 2-P is used with distributor trucks; CRS-2 is used in the pothole patch truck for preventive maintenance; and SS-1 is used as a tack coat for asphalt failure repairs when using fresh Hot Mix Asphalt.

Budget Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: Yes

Attachments:

1. None

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 11-125 for Annual Price Agreement for Emulsified Asphalt Products in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Four Hundred Twenty Eight Thousand Six Hundred Ninety Seven Dollars and 14/100 (\$428,697.14).

I understand this renewal term will be for the period beginning October 17, 2013 through October 16, 2014. This is the second renewal.

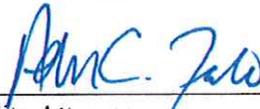
ERGON ASPHALT & EMULSION, INC

CITY OF COLLEGE STATION

By: 
Printed Name: CARY P. BROWNLEE
Title: TEXAS REGIONAL MANAGER
Date: AUGUST 26, 2013

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 9-10-13

Executive Director Business Services
Date: _____

September 26, 2013
Consent Agenda Item No. 2p
FM 2818 School Speed Zone

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 2F, of the College Station Code of Ordinances regarding the Traffic Control Device Inventory, Schedule V (School Zones).

Relationship to Strategic Goals: Core Services and Infrastructure & Improving Transportation

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

Summary: This item will amend Schedule V of the Traffic Control Device Inventory by adding a 35 mph school zone on FM 2818 (Harvey Mitchell Parkway), Welsh Avenue and Nueces Drive adjacent to A&M Consolidated High School. The school zone will begin on Welsh and Nueces where the existing 25 mph school zones end as well as extend along FM 2818 from west of Welsh to east of Nueces.

Since FM 2818 is a roadway owned and maintained by the Texas Department of Transportation (TxDOT), the reduced speed limit in the school zone must be approved by TxDOT. With a speed limit of 50 mph along FM 2818 in front of the school, the most TxDOT will allow the speed limit to be reduced to in this area is 35 mph. Because the speed limit on FM 2818 is 35 mph and proper notification of the school zone speed limit is required, the sections of Welsh and Nueces that approach FM 2818 must have the same school zone speed limit.

The attached revised Exhibit B - Schedule V of the Traffic Control Device Inventory, indicates the proposed addition in bold italics, which are all under the section for A&M Consolidated High School.

Budget & Financial Summary: It is anticipated that an aerial school zone flasher system will be constructed for the notification of this school zone. A total of \$60,000 is budgeted for the design and construction of this notification system. This budget for this project came from traffic signal bond funds authorized as part of the 2008 General Obligation Bond package.

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance with Exhibit A
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION F "SCHOOL ZONES", "TRAFFIC CONTROL DEVICE INVENTORY – SCHEDULE V SCHOOL ZONES" 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 2 "TRAFFIC CONTROL DEVICES", SUBSECTION F "SCHOOL ZONES", "TRAFFIC CONTROL DEVICE INVENTORY – SCHEDULE V SCHOOL ZONES", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** and 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 liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION F "SCHOOL ZONES", "TRAFFIC CONTROL DEVICE INVENTORY – SCHEDULE V SCHOOL ZONES"** is here by amended and is to read as follows:

EXHIBIT "A"
TRAFFIC DEVICE INVENTORY
 Schedule V – School Zones
 Revised September 26, 2013

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
College Hills Elementary					
1. Francis Drive, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
2. Francis Drive, West of Walton Drive - East of James Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
3. Gilchrist Avenue, West of Ashburn Avenue - East of Williams Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
4. Gilchrist Avenue, West of Williams Street - East of Walton Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-01
5. Walton Drive, South of Nunn Street - North of Francis Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
6. Walton Drive, South of Francis Drive - North of Bolton Avenue.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1986 Nov. 12, 1992	1998-01
South Knoll Elementary					
7. Southwest Parkway, East of Langford Street - West of Laura Lane.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
8. Southwest Parkway, East of Lawyer Place - West of Sabine Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
9. Langford Street, South of S. Ridgefield Court - North of Boswell Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
10. Langford Street, South of Boswell Street - North of Southwest Parkway.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
11. Boswell Street, East of Lawyer Street - West of Langford Street.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02

† - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.

EXHIBIT "A"
TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised September 26, 2013

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Southwood Valley Elementary					
12. Deacon Drive, East of San Felipe Drive - West of Brothers Boulevard.	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
13. Deacon Drive, East of Pierre Place - West of Celinda Circle.	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
14. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Deacon and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
15. Brothers Boulevard, South of Todd Trail - North of Deacon Drive (intersection of Todd Trail and Brothers).	When Flashing	20 mph	7:20 - 8:05 AM 2:45 - 3:30 PM	#1441 Aug. 11, 1983	1998-02
Oakwood Middle School / Willow Branch Intermediate School					
16. Holik Street, South of George Bush Drive - North of Anna Street (intersection of George Bush and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
17. Holik Street, North of Anna Street - South of George Bush Drive (intersection of Anna and Holik).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
18. Anderson Street, South of George Bush Drive - North of Wolf Run.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
19. Anderson Street, South of Wolf Run - North of Park Place.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#1441 Aug. 11, 1983	1998-03
20. Timber Street, South of George Bush Drive and North of Anna Street (intersection of George Bush Dr. and Timbers).	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#2210 Sept. 26, 1996	1998-03
21. Timber Street, North of Anna Street - South of George Bush Drive.	When Flashing	20 mph	7:45 - 8:45 AM 3:15 - 4:00 PM	#2210 Sept. 26, 1996	1998-03

⚡ - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.

EXHIBIT "A"
TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised September 26, 2013

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Rock Prairie Elementary / College Station Middle School					
22. Welsh Avenue, North of Edelweiss Avenue - South of Willow Loop.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
23. Honeysuckle Lane, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
24. Canterbury Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
25. Dover Drive, East of Welsh Avenue - West of Westchester Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1941 Feb. 13, 1992	1998-04
26. Abbey Lane, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
27. Yorkshire Drive, East of Victoria Avenue - West of Nottingham Drive.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1989 April 11, 1989	1998-04
28. Victoria Avenue, South of Yorkshire Drive - North of Shire Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1821 Sept. 14, 1989	1998-04
29. Rock Prairie Road, East of Rio Grande Boulevard - West of Bahia Drive.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
30. Rio Grande Boulevard, South of Capistrano Court - North of Rock Prairie Road.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1987 Nov. 12, 1987	1998-04
31. Westchester Avenue, South of Dover Street - North of Rock Prairie Road.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	#1874 Dec. 13, 1990	1998-04
32. Rock Prairie Road, East of Shire Drive - West of Victoria Avenue.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2259 Aug. 28, 1997	1998-04
33. Edelweiss Avenue, East of Caterina Lane – West of Innsbruck Circle.	When Flashing	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
34. Innsbruck Circle, North of western intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
35. Innsbruck Circle, North of eastern intersection of Edelweiss Avenue and Innsbruck Circle.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A
36. Sunflower Trail, North of Edelweiss Avenue – South of Welsh Avenue.	7:15-8:45 AM 2:45-4:15 PM	25 mph	7:15-8:45 AM 2:45-4:15 PM	# 2703 Mar. 11, 2004	N/A

† - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.

EXHIBIT "A"
TRAFFIC CONTROL DEVICE INVENTORY
 Schedule V – School Zones
 Revised September 26, 2013

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
A&M Consolidated High School					
37. Welsh Avenue, South of Nueces Drive - North of FM 2818 (intersection of Welsh and Nueces).	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#1889 April 11, 1991	1998-02
38. Welsh Avenue, North of FM 2818 - South of Nueces Drive (intersection of Welsh and FM 2818).	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#1889 April 11, 1991	1998-02
39. Nueces Drive, South of Hondo Drive - North of Arboles Circle	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
40. Nueces Drive, North of FM 2818 - South of Guadalupe Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
41. Guadalupe Drive, West of Langford Street - East of Nueces Drive	7:30 AM - 4:00 PM	25 mph	7:30 AM - 4:00 PM	#2403 Aug. 12, 1999	1999-01
42. Welsh Avenue, North of FM 2818 (at the south end of the limit identified in #38 above)	When Flashing	35 mph	7:30 - 8:30 AM 3:30 - 4:00 PM	Sept. 26, 2013	NA
43. Welsh Avenue, South of FM 2818 (345 feet south of the FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30 - 8:30 AM 3:30 - 4:00 PM	Sept. 26, 2013	NA
44. Nueces Drive, North of FM 2818 (at the south end of the limit identified in #40 above)	When Flashing	35 mph	7:30 - 8:30 AM 3:30 - 4:00 PM	Sept. 26, 2013	NA
45. FM 2818, West of Welsh (650 feet west of FM 2818 and Welsh intersection)	When Flashing	35 mph	7:30 - 8:30 AM 3:30 - 4:00 PM	Sept. 26, 2013	NA
46. FM 2818, East of Nueces (220 feet east of FM 2818 and Nueces intersection)	When Flashing	35 mph	7:30 - 8:30 AM 3:30 - 4:00 PM	Sept. 26, 2013	NA
Pebble Creek Elementary					
47. Parkview Drive, West of Bogey Court - East of Birdie Court.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
48. Venture Drive, West of Lakeway Drive - East of S.H. 6 East Frontage Road.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
49. Lakeway Drive, South of Greens Prairie Road - North of Parkview Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05
50. Lakeway Drive, North of Quality Circle - South of Venture Drive.	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2198 Aug. 29, 1996	1998-05

† - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.

EXHIBIT "A"
TRAFFIC CONTROL DEVICE INVENTORY

Schedule V – School Zones
Revised September 26, 2013

Location	Posted Hours	Posted Speed Limit	Operational Time (M - F)	Ord. No. / Date Adopted	BASE MAP NO.
Forest Ridge Elementary					
51. Greens Prairie Road, West of Arrington – East of Castlegate Drive.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2868 Feb. 9, 2006	N/A
Cypress Grove Intermediate					
52. Graham Road, West of Schaffer Road - East of Victoria Avenue.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
53. Graham Road, West of S.H. 6 West Frontage Road - East of Schaffer Road.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
54. Schaffer Road, North of Graham Road - South of Hasselt Street.	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	#2403 Aug. 12, 1999	1999-02
Creekview Elementary					
55. Eagle Avenue, West of New Port Lane – 385 feet east of school property	When Flashing	20 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Aug 17, 2009	N/A
Greens Prairie Elementary					
56. Greens Prairie Trail – beginning 210 feet east of the intersection with Royder Road and extending west 1150 feet from the west side of the intersection	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Dec. 8, 2011	N/A
57. Royder Road – beginning 160 feet north of the intersection with Greens Prairie Trail and extending south 815 feet from the south side of the intersection	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# Dec. 8, 2011	N/A
College Station High School					
58. Barron Road – beginning 220 feet east of the intersection with Victoria Avenue and extending west 1350 feet from the west side to the intersection	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# July 12, 2012	N/A
59. Victoria Avenue – beginning 250 feet north of the intersection with Barron Road and extending south 1730 feet from the south side of the intersection	When Flashing	25 mph	7:30 - 8:15 AM 2:45 - 3:30 PM	# July 12, 2012	N/A

† - The operational time is a period in which the zone is enforceable. This time is variable and may change each semester/year depending on the actual school hours set by CSISD.



A&M Consolidated High School

Existing School Zone

Proposed School Zone



Location Map Proposed School Zone

September 26, 2013
Consent Agenda Item No. 2q
FM 2818 Speed Limits

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 3, of the College Station Code of Ordinances regarding the speed limits on FM 2818.

Relationship to Strategic Goals: Core Services and Infrastructure & Improving Transportation

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

Summary: This item will amend Schedule XII of the Speed Limits Established for Certain Described Streets by modifying the posted speed limits along FM 2818 (Harvey Mitchell Parkway) in accordance with a speed study recently conducted by the Texas Department of Transportation (TxDOT) and approved the TxDOT in Austin.

In general, the speed limits along FM 2818 were reduced between George Bush and Welsh Avenue. The existing 60 mph speed limit extends from the north city limit line to just west of Wellborn Road and then the speed limit drops to 50 mph to a point just east of Rio Grande. The proposed limit of the 60 mph zone now ends just west of George Bush. Beginning at this point and extending to east of Wellborn, the proposed speed limit is 55 mph. From this point east of Wellborn, the speed limit will remain 50 mph to Rio Grande, and the existing 45 mph zone will remain as is (beginning east of Rio Grande and extending to SH 6).

Budget & Financial Summary: The Texas Department of Transportation installs and maintains the speed limit signs along all state roadways, such as FM 2818. There is no financial responsibility to the City associated with the passage of this speed limit ordinance.

Reviewed and Approved by Legal: Yes

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 3 "SPEED LIMITS", SUBSECTION E (1) "SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS"; TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE XII SPEED LIMITS", 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", SUBSECTION E (1) "SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS"; TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE XII SPEED LIMITS"**, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** and 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 liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

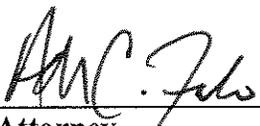
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That CHAPTER 10, “TRAFFIC CODE”, SECTION 3 “SPEED LIMITS”, SUBSECTION E (1) “SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS”; TRAFFIC CONTROL DEVICE INVENTORY – “SCHEDULE XII SPEED LIMITS” is hereby amended by adding the following:

Speed Limits Established for State Highway:

7. FM 2818 (Harvey Mitchell Parkway)

a. From the North City Limit south to the intersection of SH 6 (one-way).

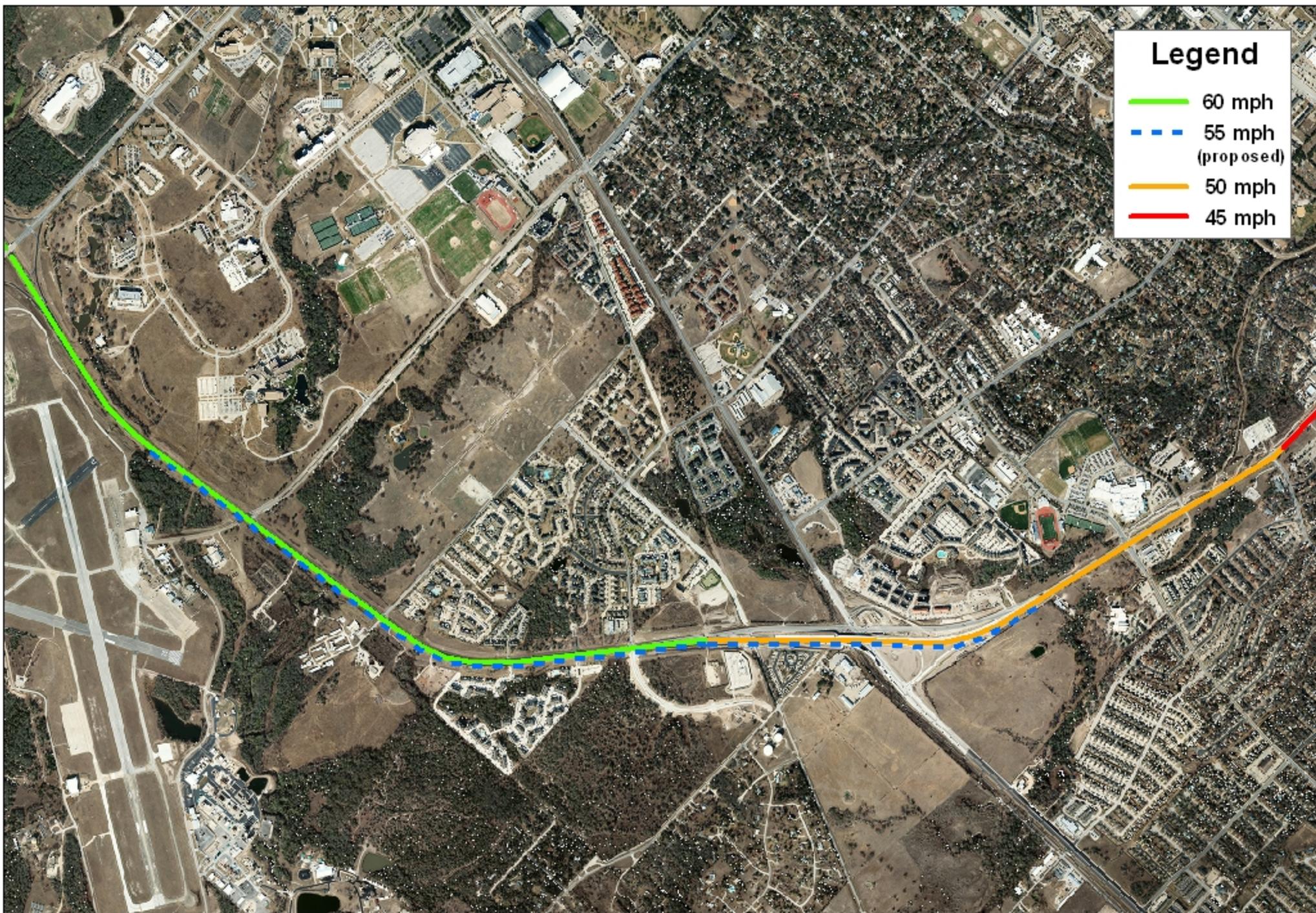
Distance	Speed Limit
i. For the first 2.078 miles from the west City Limit	60 miles per hour
ii. For the next 2.397 miles	55 miles per hour
iii. For the next 0.742 miles*	50 miles per hour
iv. For the next 1.520 miles to the intersection of SH 6 East Frontage Road	45 miles per hour

*Within the limits of said fifty (50) miles per hour speed zone, from approximately 650 feet west of Welsh Ave to approximately 220 feet east of Nueces Drive, the speed limit shall be thirty-five (35) miles per hour when so signed for school zone.

b. From the intersection of SH 6 north to the North City Limit (one-way).

Distance	Speed Limit
i. For the first 1.520 miles from the intersection of SH 6 East Frontage Road	45 miles per hour
ii. For the next 0.742 miles*	50 miles per hour
iii. For the next 2.397 miles	55 miles per hour
iv. For the next 2.078 miles to the west City Limit	60 miles per hour

*Within the limits of said fifty (50) miles per hour speed zone, from approximately 650 feet west of Welsh Ave to approximately 220 feet east of Nueces Drive, the speed limit shall be thirty-five (35) miles per hour when so signed for school zone.



Legend

- 60 mph
- 55 mph (proposed)
- 50 mph
- 45 mph



Location Map
Proposed FM 2818 Speed Limits

September 26, 2013
City Council Regular Agenda Item No. 1
Appointment to Brazos Central Appraisal District

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding the appointment to the Board of Directors for the Brazos Central Appraisal District.

Recommendation(s): Staff recommends Council make an appointment to the Board of Directors.

Summary: As of December 31, 2013, the terms of the Board of Directors of the Appraisal District expire, and notification of the City's appointment must be given to the Appraisal District by November 15, 2013. This appointment will be for a two-year term beginning on January 1, 2014. The current representative for College Station is Ronald Kaiser, who has served for four years. Mr. Kaiser has been contacted, and he has expressed his interest in continuing to serve.

Budget & Financial Summary: There is no fiscal impact.

Reviewed and Approved by Legal: NA

Attachments:

- Letter from Brazos Central Appraisal District, dated August 8, 2013.

Brazos Central Appraisal District

1673 Briarcrest Dr., Suite A-101

Bryan, Texas 77802

Telephone: (979) 774-4100

Facsimile: (979) 774-4196



Mark W. Price

Chief Appraiser

August 8, 2013

Ms. Sherry Mashburn

City Secretary

City of College Station

P O Box 9960

College Station, TX 77842

Re: Appraisal District Board of Directors Membership

Dear Ms. Mashburn:

As of December 31, 2013, the terms of the board of directors of the appraisal district expire. The procedures for appointing board members were established by majority resolution in 2001. It is time for your jurisdiction to appoint its member or members to the Board of Directors of the Brazos Central Appraisal District for a two year term beginning on January 1, 2014.

In accordance to those resolutions, the board of directors is composed of seven members. Members are to be appointed by each jurisdiction based on the following schedule:

Brazos County:	One member
Bryan ISD:	Two members
College Station ISD:	Two members
City of Bryan:	One member
City of College Station:	One member

Current board members are:

Lonnie Jones & William Lero – representing Bryan ISD

Ken Medders, Jr. – representing Brazos County

Tim Jones & John Flynn – representing College Station ISD

James C. Smith – representing the City of Bryan

Ronald Kaiser – representing the City of College Station

Kristeen Roe – automatic non-voting membership as County Tax Assessor/Collector

Please take appropriate action to place this item on an upcoming agenda, as notification of your appointment for the 2014-2015 term must be made to the appraisal district by November 15, 2013.

If you have any questions or need additional information, please give me a call.

Sincerely,

Mark W. Price

Chief Appraiser

RECEIVED

AUG 09 2013

September 26, 2013
Regular Agenda Item No. 2
Council Board Appointments

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding an appointment to the BVSWMA, Inc. Board of Directors.

Relationship to Strategic Goals: Not applicable

Recommendation(s): None

Summary: Mayor Berry currently serves on the Board, and her term is up September 30, 2013.

Budget & Financial Summary: None

Reviewed and Approved by Legal: Not applicable

Attachments:

- None

September 26, 2013
Regular Agenda Item No. 3
St. Mary's Catholic Church Rezoning

To: Kathleen Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, possible action and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.35 acres in Oak Terrace Addition, Lots 11-16, Block 12, 1.46 acres in Tauber Subdivision, Lots 1-5 & 16-20 and associated BPP, Block 4, and 1.02 acres in Ramparts Subdivision, Part of Tracts C & D, recorded in Volume 10683, Page 240 of the Official Records of Brazos County, Texas and Nagle Street right-of-way between these properties, generally located at 601 Cross Street, 700 Cross Street, and 402 Nagle Street from NG-3 Residential Northgate to NG-2 Transitional Northgate.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their September 5, 2013 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

Summary: This request is to rezone the property from NG-3 Residential Northgate to NG-2 Transitional Northgate to develop a parking garage and associated uses for St. Mary's Catholic Church.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject properties are designated as Urban and Urban Mixed Use on the Comprehensive Plan Future Land Use and Character Map. The proposed development is consistent with this designation in addition to the land use designations surrounding the subject tract which include Urban and Urban Mixed Use.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed request will enable the development of Urban and Urban Mixed Uses that are compatible with the Northgate Area. The main purpose of this rezoning is to enable the development of a structured parking garage by St. Mary's Church that may be utilized for a variety of church needs. The adjacent properties are zoned for a high-density mix of uses.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed zoning change to NG-2 Transitional Northgate, allows the development of a mix of residential and commercial uses. Unlike other Northgate zoning districts, the NG-2 zoning district allows for the construction of structured parking, consistent with the church's vision for the property. This rezoning request is proposing a shift in the location of a common zoning border between NG-2 and NG-3.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The

property is currently zoned NG-3 Residential Northgate, which allows for the development of primarily residential uses with commercial uses.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:

The applicant has stated "the properties proposed for rezoning are currently NG-3 and are suitable for residential developments. However, in light of the recently added and ongoing multiple residential developments at the east end of the Northgate District, the loss of potential residences on these lots to the Northgate community are negligible, and the benefits of adding a new public parking garage close to campus, for use by visitors and nearby residents alike, are significant."

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:

There are existing 6- and 8-inch water mains available to serve this property, but additional mains may be needed with site development. There are also existing 6- and 10-inch sanitary sewer lines which may provide service to the site. Sanitary sewer capacity is limited based on the recent development in the area. It appears that there is adequate capacity to support the proposed use; however capacity will be further evaluated with site development. Drainage is mainly to the northwest within the Burton Creek Drainage Basin. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use at this time, but additional improvements may be necessary with site development.

Access to the site will be provided on Nagle Street and Cross Street, which are both Minor Collectors on the Thoroughfare Plan. The Northgate District exempts developers from providing a Traffic Impact Analysis (TIA).

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Rezoning Map
4. Draft P&Z Commission Meeting Minutes
5. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 5, 2013
 Advertised Council Hearing Dates: September 26, 2013

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

Property owner notices mailed: 16
 Contacts in support: None at the time of this report.
 Contacts in opposition: None at the time of this report.
 Inquiry contacts: None at the time of this report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	NG-3 Northgate Residential	Single-Family and Multi-Family
South	Urban Mixed Use	NG-2 Transitional Northgate and NG-1 Core Northgate	Church and Surface Parking
East	Urban Mixed Use and Texas A&M University	NG-3 Northgate Residential	Multi-Family and Vacant
West	Urban	NG-3 Northgate Residential	Multi-Family

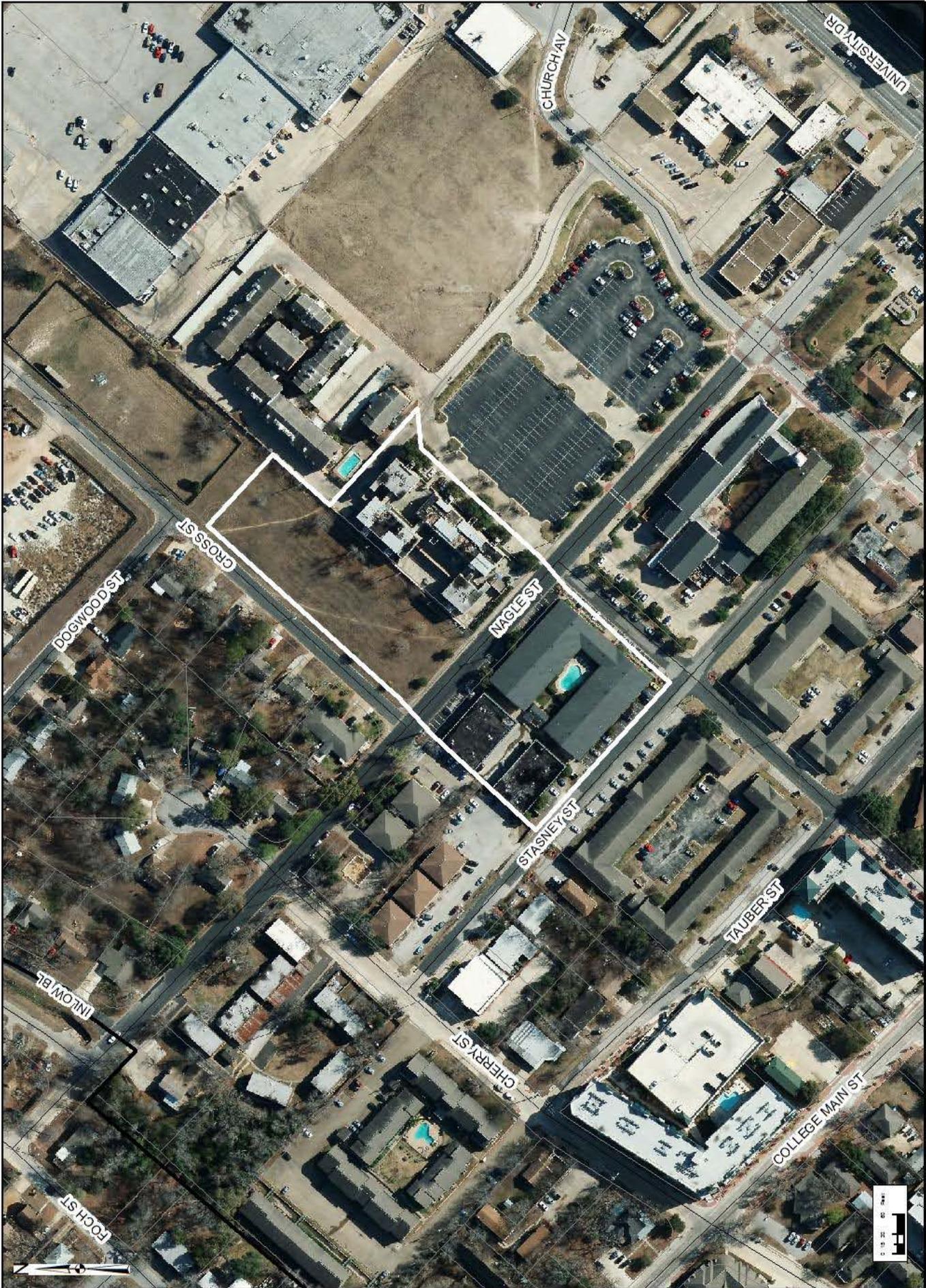
DEVELOPMENT HISTORY

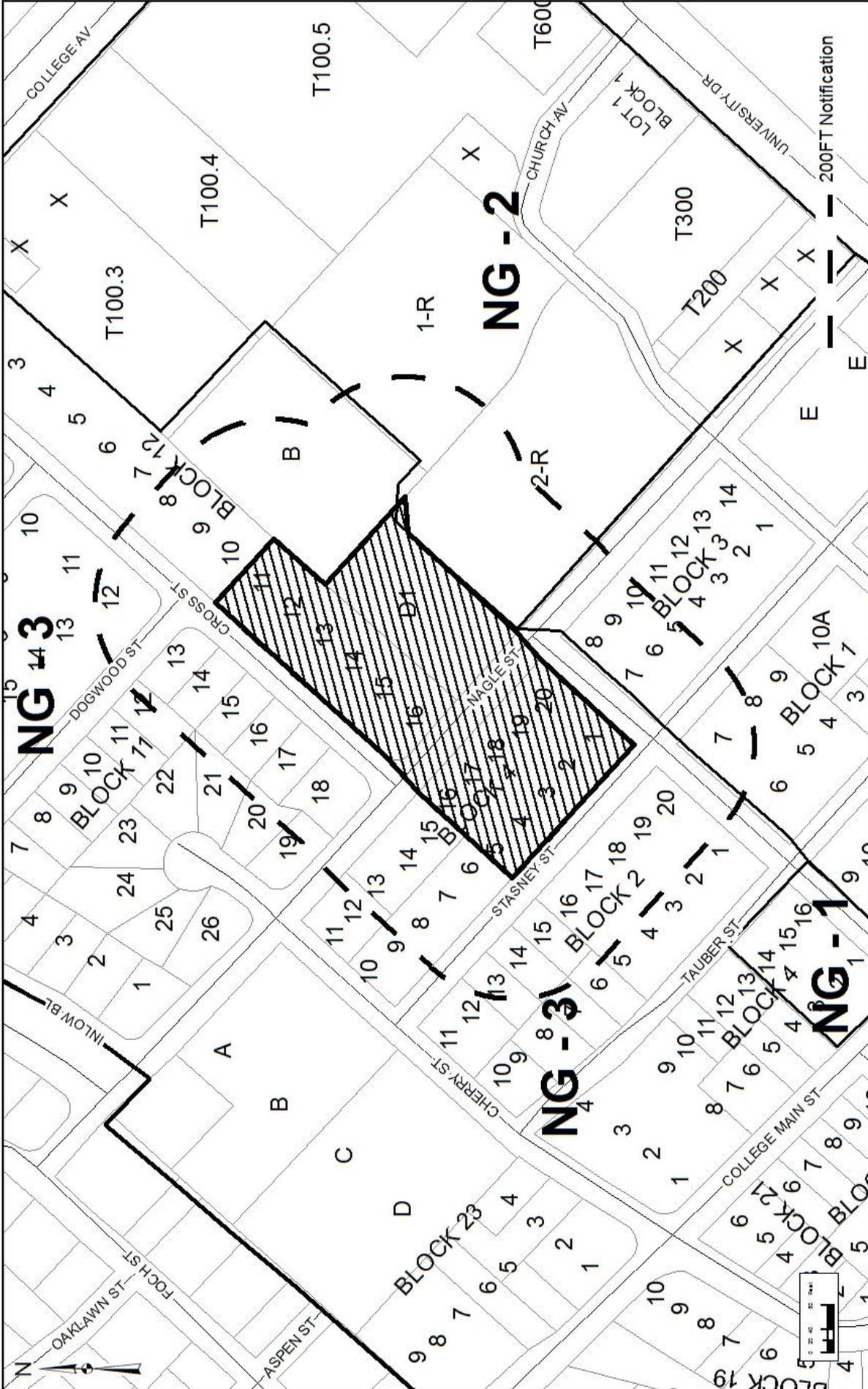
Annexation: Oak Terrace Addition (1.35 acres) – May 1951
 Ramparts Subdivision (1.02 acres) – May 1951
 Tauber Subdivision (1.46 acres) – October 1938

Zoning: Oak Terrace Addition (1.35 acres):
 Residential #1 (December 1962)
 NG-3 Residential Northgate (August 1996)
 Ramparts Subdivision (1.02 acres):
 Business #1 (December 1962)
 R-6 High Density Multi-Family (January 1982)
 NG-2 Commercial Northgate (August 1996)
 NG-2 Transitional Northgate (April 2006)
 Tauber Subdivision (1.46 acres):
 Residential #2 (December 1962)
 NG-3 Residential Northgate(August 1996)

Final Plat: Oak Terrace Addition (1.35 acres) (February 1952)
 Ramparts Subdivision (1.02 acres) (April 1982)
 Tauber Subdivision (1.46 acres) (1947)

Site development: Oak Terrace Addition (1.35 acres) – vacant
 Ramparts Subdivision (1.02 acres) – existing site pavement
 Tauber Subdivision (1.46 acres) – Multi-Family





Zoning Districts	WPC	Wolf Pen Creek Dev. Corridor
A-O Agricultural Open	NG-1	Core Northgate
A-OR Rural Residential Subdivision	NG-2	Transitional Northgate
R-1 Single Family Residential	NG-3	Residential Northgate
R-1B Single Family Residential	OV	Corridor Overlay
R-2 Duplex Residential	RDD	Redevelopment District
	KO	Krenek Tap Overlay
R-3 Townhouse		
R-4 Multi-Family		
R-6 High Density Multi-Family		
R-7 Manufactured Home Park		
O Office		
GC General Commercial		
CI 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		

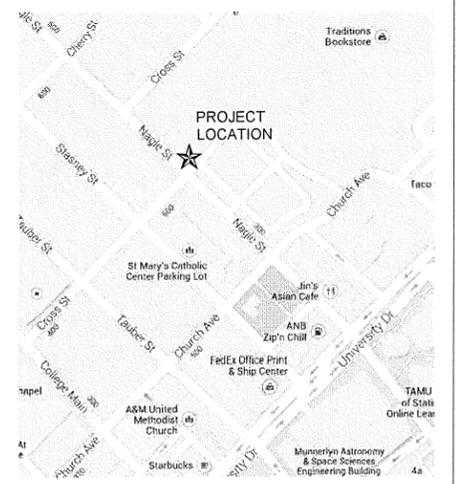
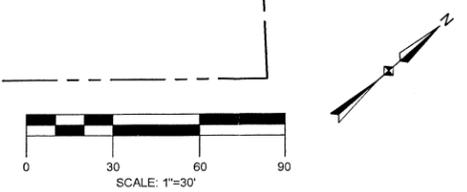


ST. MARY'S CATHOLIC CHURCH

REZONING

DEVELOPMENT REVIEW

Case: **13-165**



LOCATION MAP
NTS

REZONING MAP FOR REZONING OF:

LOTS 11-16, BLOCK 12 OF OAK TERRACE
700 CROSS STREET
COLLEGE STATION, TEXAS
1.35 ACRES
ZONING: NG-3

LOTS 1-5 & 16-20 & ASSOCIATED BPP, BLOCK 4 OF TAUBER
601 CROSS STREET
COLLEGE STATION, TEXAS
1.46 ACRES
ZONING: NG-3

PART OF TRACTS C&D (PREVIOUSLY NORTHGATE CONDOS) OF RAMPARTS
402 NAGLE STREET
COLLEGE STATION, TEXAS
1.02 ACRES
ZONING: NG-3

APPLICANT:
CHRISTOPHER CRAIG, A.I.A.
JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, SUITE 210
HOUSTON, TEXAS 77005
(713) 526-5436
CCRAIG@JACKSONRYAN.COM

PREPARED BY:



2501 Ashford Drive, Suite 102
College Station, Texas 77840
P.O. Box 10763, 77842-0763
979.680.8840 (Phone)
979.680.8841 (Fax)
www.gessnerengineering.com
TBPE F-7451
TBPLS F-10193910

AUGUST 20, 2013
GE PROJECT #: 13-0278

13-105
8/21/13
8:44
CDB

MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
September 5, 2013, 7:00 p.m.
City Hall Council Chambers
College Station, Texas

COMMISSIONERS PRESENT: Mike Ashfield, Jodi Warner, Bo Miles, Brad Corrier, Vergel Gay, and Jerome Rektorik

COMMISSIONERS ABSENT: Jim Ross

CITY COUNCIL MEMBERS PRESENT: Blanche Brick

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Jennifer Prochazka, Jason Schubert, Matt Robinson, Morgan Hester, Teresa Rogers, Jenifer Paz, Kelli Schlicher, Alan Gibbs, Carol Cotter, Danielle Singh, Erika Bridges, Venessa Garza, Joe Guerra, Roberta Cross, April Howard, Timothy Green, and Brittany Caldwell

1. **Call Meeting to Order**

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

Regular Agenda

8. Public hearing, presentation, discussion, and possible action regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.35 acres in Oak Terrace Addition, Lots 11-16, Block 12, 1.46 acres in Tauber Subdivision, Lots 1-5 & 16-20 and associated BPP, Block 4, and 1.02 acres in Ramparts Subdivision, Part of Tracts C & D, recorded in Volume 10683, Page 240 of the Official Records of Brazos County, Texas and Nagle Street right-of-way between these properties, generally located at 601 Cross Street, 700 Cross Street, and 402 Nagle Street from NG-3 Residential Northgate to NG-2 Transitional Northgate. **Case #13-00900165 (T.Rogers) (Note: Final action on this item is scheduled for the September 26, 2013 City Council Meeting - subject to change)**

Staff Planner Rogers presented the rezoning and recommended approval.

There was general discussion amongst the Commission regarding the rezoning.

David Konderla, Pastor at St. Mary's, 603 Church Street, College Station, Texas, stated that he was available for questions.

John Clements, Jackson & Ryan Architects, 2730 Rice Boulevard Suite 210, Houston, Texas, presented the master plan that the church was wanting to implement.

Chairman Ashfield opened the public hearing.

Chris Newsome, 703 Cross Street, College Station, Texas; Samvah Hobeem, 701 Cross Street, College Station, Texas. Both citizens expressed concern about noise and increased traffic on Cross Street.

Chairman Ashfield closed the public hearing.

Commissioner Rektorik motioned to recommend approval of the rezoning. Commissioner Gay seconded the motion, motion passed (6-0).

13. Adjourn.

The meeting was adjourned at 8:57 p.m.

Approved:

Attest:

Mike Ashfield, Chairman
Planning & Zoning Commission

Brittany Caldwell, Admin. Support Specialist
Planning & Development Services

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 1.35 ACRES IN OAK TERRACE ADDITION, LOTS 11-16, BLOCK 12, 1.46 ACRES IN TAUBER SUBDIVISION, LOTS 1-5 & 16-20 AND ASSOCIATED BPP, BLOCK 4, AND 1.02 ACRES IN RAMPARTS SUBDIVISION, PART OF TRACTS C & D, RECORDED IN VOLUME 10683, PAGE 240 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS AND NAGLE STREET RIGHT-OF-WAY BETWEEN THESE PROPERTIES; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

PASSED, ADOPTED and APPROVED this 12th day of September, 2013

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Antonia B. Co

City Attorney

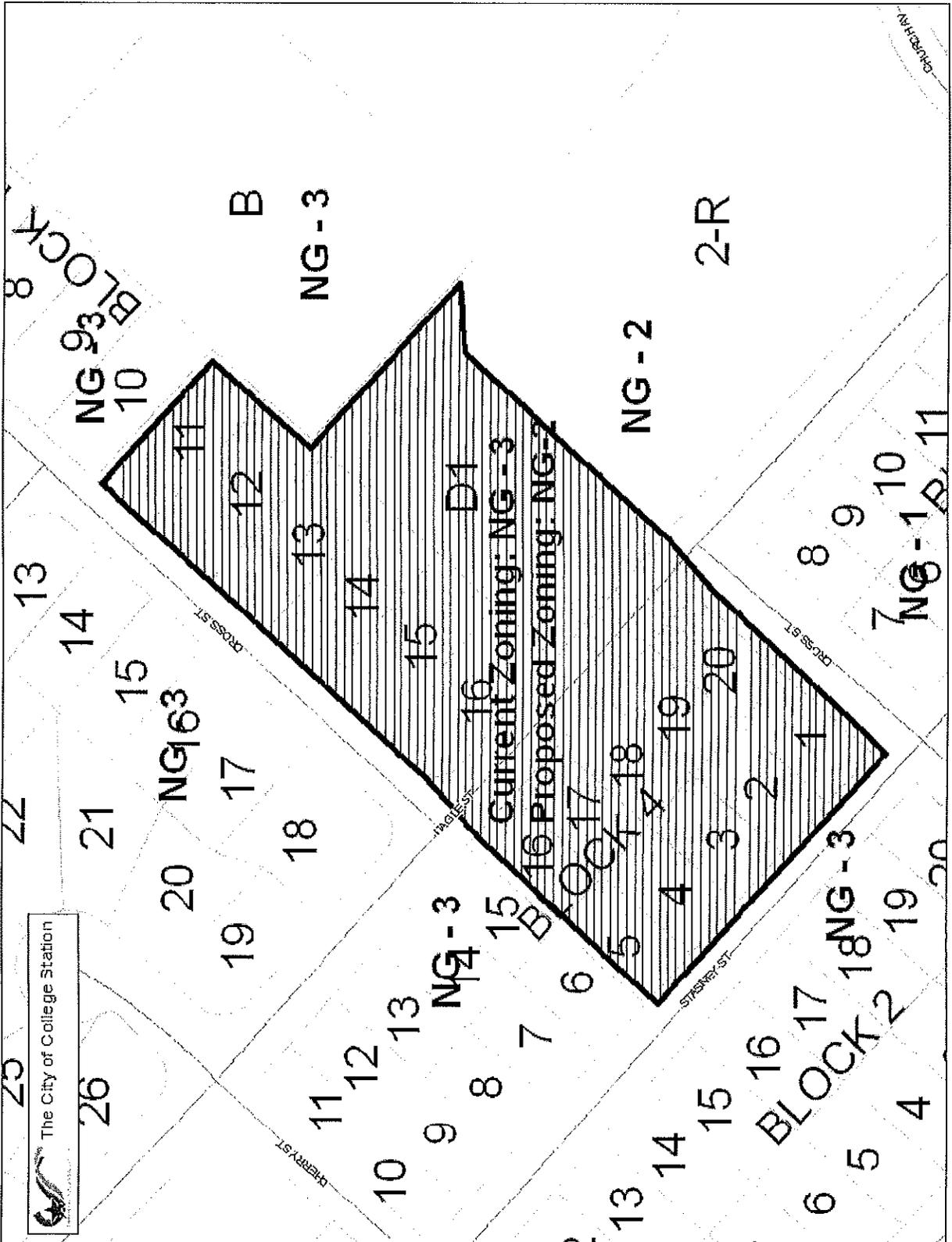
EXHIBIT "A"

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

The following property is rezoned from NG-3 Residential Northgate to NG-2 Transitional Northgate:

1.35 acres in Oak Terrace Addition, Lots 11-16, Block 12, 1.46 acres in Tauber Subdivision, Lots 1-5 & 16-20 and associated BPP, Block 4, and 1.02 acres in Ramparts Subdivision, Part of Tracts C & D, recorded in Volume 10683, Page 240 of the Official Records of Brazos County, Texas and Nagle Street right-of-way between these properties.

EXHIBIT "B"



September 26, 2013
Regular Agenda Item No. 4
South Knoll Area Neighborhood Plan

To: Kathleen Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance amending the College Station Comprehensive Plan by adopting the South Knoll Area Neighborhood Plan for the area generally located within the boundaries of Texas Avenue, Holleman Drive, Welsh Avenue, Southwest Parkway, Wellborn Road, and Harvey Mitchell Parkway.

Relationship to Strategic Goals: Core Services and Infrastructure, Neighborhood Integrity, Multi-Modal Transportation, and Sustainable City.

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered the mobility components of the Plan at their August 6th meeting and recommended approval (6-0). The Planning and Zoning Commission held a public hearing for this item at their August 15th meeting and recommended approval of the Plan (5-0) with the amendment that parking could only be removed from streets during the hours of 2:00 a.m. and 6:00 a.m. by neighborhood petition and City Council approval.

Summary: As part of the on-going implementation of College Station's Comprehensive Plan, the City created its Neighborhood, District, and Corridor Planning program to provide focused action plans for smaller areas of the City. Under this program, the City has adopted the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Neighborhood Plan, Medical District Master Plan, and the Wellborn Community Plan. These plans focus on the particular needs and opportunities of the specific areas.

The South Knoll Area Neighborhood Plan process began in the fall of 2012 with background field work and the creation of the volunteer Neighborhood Resource Team. Over the past 10 months, staff has worked with the neighborhood to develop a plan to address neighborhood integrity, community character, mobility, and public facilities and services. Over the course of the planning process, six public neighborhood meetings and nine Neighborhood Resource Team meetings were held.

The primary plan elements are described below and included Neighborhood Integrity and Community Character; Mobility; Public Facilities and Services, and Implementation.

Neighborhood Integrity and Community Character

Neighborhood integrity can be described as a measure of the quality of life in a neighborhood. It includes resident involvement, preservation of neighborhood resources, neighborhood identity and investment, property maintenance, and adherence to adopted codes. Neighborhood integrity builds relationships among various groups so that proactive and positive interaction can occur. The objective is to address issues and work toward common goals of retaining the strength and vitality of the neighborhood.

Community character relates to the stability, sustainability, and vitality of an area through the appropriate placement and interaction of land uses. The Community Character section of this chapter identifies the location of future land uses in order to create, protect, and

enhance places of distinction throughout the community.

This chapter focuses on land use, character preservation, and neighborhood organizations, with an established **Neighborhood Integrity & Community Character** Goal for the South Knoll Area **to be a neighborhood that is desired and valued for its single-family-friendly character with:**

- **Reduced character impact of high-density housing in the neighborhood;**
- **Continued investment in and maintenance of area schools, parks, and trails;**
- **Preservation of the existing larger-lot development pattern and eclectic architecture; and**
- **Effective neighborhood organizations.**

The strategies in this chapter focus on increased code compliance and property maintenance standards, additional parking standards, and the preservation of historic resources.

Mobility

Mobility addresses vehicular, bicycle, and pedestrian movements within and through an area. Whether for transportation or recreation, good connectivity improves the quality of life for neighborhood residents. The purpose of mobility in neighborhood planning is to ensure that all modes and routes of transportation are safe and reliable, and minimize congestion on the road system including an adequate and efficient street network, designated bike routes, a sufficient sidewalk network, and local transit services.

This chapter focuses on pedestrian and bicycle safety, accessibility, and the function of streets, with an established **Mobility Goal** for the South Knoll Area **to maintain a safe and efficient transportation network and improve multi-modal transportation options by increasing the continuity of bicycle and pedestrian routes to key destinations, while protecting the single-family character and integrity of the neighborhood.**

The strategies in this chapter focus on additional parking restrictions to increase safety, additional sidewalks and intersection improvements, and amend the Bicycle Master Plan.

Public Facilities and Services

Neighborhood identity is made up of a variety of elements including public and private landscaping, community gathering places, park development and maintenance, fencing, drainage, sidewalk and public facility maintenance, and signage that serves to enhance an area's aesthetic quality. Together these elements can provide a distinct image for an area. Maintaining or improving that identity is important to promoting the long-term viability and attractiveness of a neighborhood. Public investments such as utility and street rehabilitation, drainage improvements, and streetlight programs can support neighborhood investment. Building on these elements throughout the neighborhood can strengthen its overall image and identity.

This chapter focuses on strategies relating to community services, infrastructure, capital investments, and public safety with an established **Public Facilities and Services** Goal for the South Knoll Area **is to provide and maintain public facilities and services that meet the needs of the residents and positively contribute to the integrity of the neighborhood and an enhanced single-family friendly character.**

The strategies in this chapter focus on increased code compliance and property maintenance, increased public safety, and park improvements.

Implementation

The final chapter includes all of the strategies and actions that are proposed in the Plan. The plan implementation period is five to seven years. Specifically, this chapter assigns the estimated cost of implementing a particular strategy, a timeframe for when the strategy will be implemented, and the entity that is responsible for implementing the strategy.

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

Reviewed and Approved by Legal: Yes

Attachments:

1. The South Knoll Area Neighborhood Plan is on file at the City Secretary's Office and is available on the City's website at www.cstx.gov/ndcplanning
2. Executive Summary
3. Ordinance

Executive Summary: Identified Issues and Strategies for Action

The conversion of single-family homes to rental properties occupied by college-age residents was repeatedly and overwhelmingly identified during this process as the main concern of South Knoll residents and as the source of many other issues. The goal of this plan is to propose actions and to enhance and support the single-family home character of the Neighborhood.

The following is a condensation of the issues and action strategies identified in this report. Detailed explanations, descriptions and specific strategies are found in the report's chapters.

Residency and Code Enforcement

- Allow smaller areas within South Knoll to apply for overlay zoning further limiting the number of unrelated residents, if approved by a majority of the property owners. (NI&CC1.3)
- Require rental registration forms to list resident names and be updated annually as a means of enforcing current number-of-resident ordinances. (NI&CC1.4)
- Reinstate pro-active code enforcement and publicize See-Click-Fix to promote strict code enforcement. (NI&CC1.1) (PF&S1.1) (PF&S1.3) (PF&S1.4)
- Develop New Resident Information packets and distribute to rental contacts annually. (NI&CC1.2) (PF&S1.2)

Parking

- Remove parking from both sides of all streets between the hours of 2:00 a.m. to 6:00 a.m., requiring resident vehicles be permanently parked on their private property while still allowing on-street parking outside of these hours for social gatherings, repairmen, etc. (NI&CC2.1) (M2.1)
- Allow residents to request on-street parking be removed for character reasons from one side of all streets when the majority of property owners are in favor. (NI&CC2.2) (M2.2)
- In accordance with the City's Joint Task Force on Neighborhood Parking: limit the size of off-street parking areas in the front of lots; require one parking space per bedroom for new construction and added bedrooms with a maximum of four spaces required; require rear yard parking to be screened from adjacent single-family properties. (NI&CC2.3) (NI&CC2.4) (NI&CC2.5) (M2.3) (M2.4) (M2.5)
- Require semi-annual emergency vehicle safety "drive-throughs" at peak parking times with parking restrictions added as recommended. (M1.1)
- Limit parking where current patterns create safety issues for residents exiting their driveways. (M1.2)
- Address known parking issues, such as approved but un-installed signage, confusing signage and known emergency access problems. (M1.3) (M1.4) (M1.5) (M1.6) (M1.7)

Traffic, Pedestrian and Bicycle Improvements and Safety

- Increase pedestrian safety by prioritizing and pursuing sidewalk installation along several streets as identified in this report. (M3.1) (M3.2) (M3.3) (M3.5)

- Explore ways to increase pedestrian safety in areas heavily used by students, such as around A&M Consolidated High School and TAMU bus stops on busy thoroughfares. (M3.7) (M3.8)
- Eliminate parking along the east side of Glade Street to the hours of 7:00 a.m. and 6:00 p.m. to facilitate use by commuter cyclists and children riding to school. (M4.1)
- Explore the possibility of a digital way-finding system to direct bicycle and pedestrian traffic through the neighborhood. (M4.2) (M4.3)
- Improve signage, striping and grading along identified sidewalks and bicycle routes to increase safety and decrease conflicts with motorists. (M4.4) (M4.6) (M5.1) (M5.2) (M5.3)

Public Facilities, Land Use and Neighborhood Involvement

- Enhance public parks through the installation of bicycle racks, additional benches, shade, etc. (PF&S4.1) (PF&S4.2) (PF&S4.3) (PF&S4.4) (PF&S4.5) (PF&S4.6)
- Amend the Future Land Use and Character Map to reflect existing land uses, zoning and floodplains where necessary and appropriate. (NI&CC 3.1) (NI&CC 3.2) (NI&CC 3.3) (NI&CC 5.1) (NI&CC 5.2)
- Preserve residences and neighborhoods as identified by the Quimby McCoy Historic Resources Survey (2008) to preserve the unique housing character of the neighborhood. (NI&CC 4.1) (NI&CC 4.2)
- Encourage the creation of additional Neighborhood Associations and groups within the South Knoll Area and strengthen those that exist. (NI&CC 6.1) (NI&CC 6.2)
- Encourage outreach such as National Night Out, welcome parties and community gardens to increase neighborhood education and unity. (NI&CC 6.5)
- Assist groups in identifying and applying for neighborhood grants and training opportunities. (NI&CC 6.3) (PF&S5.1)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY ADOPTING THE SOUTH KNOLL AREA NEIGHBORHOOD PLAN FOR THE AREA GENERALLY BOUNDED BY TEXAS AVENUE, HOLLEMAN DRIVE, WELSH AVENUE, SOUTHWEST PARKWAY, WELLBORN ROAD, AND HARVEY MITCHELL PARKWAY; PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

- PART 1: That the College Station Comprehensive Plan is hereby amended by adding a new section B.17, the South Knoll Area Neighborhood Plan, as duly adopted herein and as incorporated into such Comprehensive Plan by reference thereto as if recited in full and as set forth in Exhibit "A" attached hereto and made a part hereof.
- PART 2: That the City Council of the City of College Station hereby adopts the South Knoll Area Neighborhood Plan as set out in Exhibit "B" attached hereto and made a part hereof.
- PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 4: That this ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this 26th day of September, 2013.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EXHIBIT "A"

A. Comprehensive Plan

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

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities;
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;
15. Medical District Master Plan dated October 2012;
16. Wellborn Community Plan dated April 2013;

17. Economic Development Master Plan dated September 2013; and
18. South Knoll Area Neighborhood Plan dated September 2013.

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.
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.
 - 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"
SOUTH KNOLL AREA NEIGHBORHOOD PLAN