



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, February 11, 2016

7:00 PM

City Hall Council Chambers

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.

2a. [16-0074](#) Presentation, possible action, and discussion of minutes for:
- January 28, 2016 Workshop
- January 28, 2016 Regular Meeting

Sponsors: Mashburn

Attachments: [WKSHPO12816 DRAFT Minutes](#)
[RM012816 DRAFT Minutes.docx](#)

2b. [16-0044](#) Presentation, possible action, and discussion as it relates to the appointment of a member, representing the City of College Station, to the Aggieland Humane Society board, formerly named the Brazos Animal Shelter.

Sponsors: Fleeger

2c. [16-0051](#) Presentation, possible action, and discussion regarding the first renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City

athletic leagues, programs and tournaments (Contract Number 15-124) in an amount not to exceed \$190,000 per year.

Sponsors: Schmitz

Attachments: [Renewal Agreement](#)
[15-124 Brazos Valley Softball Umpires Association](#)

- 2d. [16-0054](#) Presentation, possible action, and discussion to ratify additional claims paid in the amount of \$410,923.49 for the 2015 Blue Cross Blue Shield claims expenses.

Sponsors: Pond

- 2e. [16-0058](#) Presentation, possible action, and discussion regarding a construction contract (Contract No. 1600111) between the City of College Station and JaCody, Inc. in the amount of \$2,081,083 for the construction of the Lick Creek Nature Center (RFP 16-028).

Sponsors: Harmon

Attachments: [project location map.pdf](#)
[Tabulation.pdf](#)

- 2f. [16-0065](#) Presentation, possible action, and discussion on the second of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Harmon

Attachments: [BVTVR Franchise Agreement 1-27-16.pdf](#)

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. [16-0055](#) Public Hearing, presentation, possible action, and discussion on Budget Amendment #1 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$3,048,226; and presentation, possible action and discussion on contingency transfers totaling \$188,500.

Sponsors: Kersten

Attachments: [FY16 BA#1 list - revised CK track changes off.docx](#)
[FY16 Budget Amendment #1 Ordinance.docx](#)

2. [16-0066](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending the existing PDD Planned Development District and related Concept Plan for approximately 19.74 acres being out of the Robert Stevenson Survey, A-54 Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Greens Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Official Records of Brazos County, generally located at 529 William D Fitch Parkway, more generally located at the northeast corner of William D. Fitch Parkway and Victoria Avenue. Case #REZ2015-000030

Sponsors: Bombek

Attachments: [Background](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

3. [16-0067](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial and Natural Areas Reserved to Urban for approximately 11 acres located at 1700 Graham Road, more generally located near the southwest corner of Graham Road and Longmire Drive. Case #CPA2015-000010

Sponsors: Bullock

Attachments: [Background](#)
[Aerial](#)
[0 ORD Com Plan amend 1700 Graham FINAL.docx](#)

4. [16-0068](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 11 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 25.6 acre tract described in the deed from R. B. Tolson to Myrtle L. Tolson (conveying an undivided ½ interest) recorded in Volume 3115, Page 35, of the Official Records of Brazos County, Texas, generally located at 1700 Graham Road, and more generally located near the southwest corner of Graham Road and Longmire Drive. Case #REZ2015-000032

Sponsors: Bullock

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

5. [16-0069](#) Public Hearing, presentation, possible action, and discussion regarding (a) an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-2.2, "Planning and Zoning Commission," Subsection B. "Membership and Terms," Paragraph 1 "Number, Appointment" of the Code of Ordinances of the City of College Station, Texas amending the duties of the Planning and Zoning Commission to include serving as the Capital Improvements Advisory Committee for impact fees and containing other provisions related to the subject matter.

Sponsors: Gibbs and Coleman

Attachments: [Ordinance - Chapter 12](#)

6. [16-0078](#) Presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," Section 15-1 "General Provisions," Subsection D. Definitions, Item (1) of the Code of Ordinances of the City of College Station; Amending the Definition of Advisory Committee..

Sponsors: Gibbs and Coleman

Attachments: [Ordinance](#)

7. Adjourn.

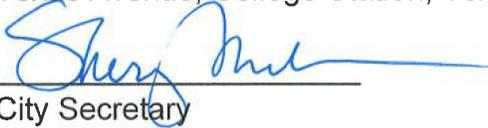
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on February 5, 2015 at 5:00 p.m.



City Secretary

This 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) 764-3541 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la seccion 30.07 del codigo penal (Traspasar portando armas de fuego publicamente), personas con licencia bajo del Sub-Capitulo H, Capitulo 411m Codigo de Gobierno (Ley de licencia de armas), no deben entrar a esta propiedad portando armas de fuego publicamente."



Legislation Details (With Text)

File #: 16-0074 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 2/1/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
- January 28, 2016 Workshop
- January 28, 2016 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP012816 DRAFT Minutes](#)
[RM012816 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
- January 28, 2016 Workshop
- January 28, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:
- January 28, 2016 Workshop
- January 28, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 28, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich, arrived after roll call
Karl Mooney
John Nichols
Julie Schultz, arrived after roll call
James Benham, arrived after roll call

TAMU Student Liaison

Wayne Beckermann, VP/Municipal Affairs
arrived after roll call

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:01 p.m. on Thursday, January 28, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:01 p.m. on Thursday, January 28, 2016 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

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

- Construction Board of Adjustments
- Design Review Board
- Parks & Recreation Advisory Board
- Planning and Zoning Commission
- Zoning Board of Adjustments

C. Deliberation on an offer of financial or other incentives for a business prospect; to wit:

- Economic incentives for a proposed development located generally near the intersection of University Drive and Macarthur Street in College Station.

The Executive Session adjourned at 5:00 p.m.

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

There was no action required from Executive Session.

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

Items 2c, 2f, 2n, 2o, 2p, 2m, 2s, 2t, 2u, and 2v were pulled for clarification.

(2c): Tony Michalsky, Electric Utilities, clarified what was to be done for the Spring Creek transmission reconductoring.

(2f): Donald Harmon, Director of Public Works, explained the intent of the preliminary engineering report to refine the scope of services.

(2n): Alan Gibbs, City Engineer, stated that state law defines how impact fees are to be administered by cities and explained the two methods.

(2o) & (2p): Alan Gibbs, City Engineer, reported that these two items are for the engineering analyses to determine whether or not the City would go forward with impact fees.

(2m): Natalie Ruiz, Economic Development, said this is the final piece of the agreement. It was a beautification agreement for University Drive. This is the final payment.

(2s) & (2t): Donald Harmon, Director of Public Works, reported this is part of the initiative of the collaborative efforts to allow the County to fully vet the requirements for the project.

(2u): Billy Couch, Assistant Police Chief, noted that this addresses security measures at convenience stores and liquor stores, primarily video surveillance.

(2v): Adam Falco, Assistant City Attorney, stated this legislation allows Council to prohibit Open Carry at any public meeting subject to the Open Meeting Act.

5. Presentation, possible action and discussion regarding support of a proposal received in response to RFI 16-023 for the development of affordable housing in College Station through the Texas Department of Housing Community Affairs 2016 Low Income Housing Tax Credit allocation process and direction for Staff regarding potential future efforts to research the development of more affordable/workforce housing rental opportunities.

Item 8 was presented first, out of order.

Debbie Eller, Director of Community Services, reported that the 2015 Consolidated Plan and Annual Action Plan identify Rental Housing as a High Priority need for the low-to-moderate income individuals and families, elderly and disabled populations, etc. Staff has been receiving inquiries from developers regarding the possibility of City support for a Low-Income Tax Credit Development in College Station for the 2016 9% tax credit allocation process. A Request for Information for Affordable Housing Development was released in October with a due date of November 13, 2015. The purpose of this RFI was to solicit information from firms interested and qualified to develop an affordable elderly or family development within the City. Four proposals were received, and Staff has determined that only one developer, MGroup, Inc., has plans to submit a full application to TDHCA. MGroup, Inc. has requested a resolution of support for their application.

The FY 2016 Action Plan and budget allocated funds in the amount of \$240,000 for the support of new construction of affordable/workforce housing. Staff requested direction regarding a commitment of HOME funds in an amount not to exceed \$100,000 to facilitate the support and development of the senior affordable housing development proposed by MGroup, Inc.

Additionally, staff sought direction from Council regarding potential future efforts to research the development of more affordable/workforce housing rental opportunities.

The Workshop recessed at 7:00 p.m.

The Workshop reconvened at 7:41 p.m.

6. Presentation, possible action, and discussion regarding the need for a revision to the code of ordinances, Chapter 11, Utilities, to enable the inspection and repair of private sewer laterals.

Dave Coleman, Director of Water Services, reported that the City owns and maintains 341 miles of sewage collection lines, 6,362 sewer manholes, and 12 sewage lift stations that convey wastewater from homes and businesses to the treatment plants. Our collection system is designed to be sealed and convey only domestic sewage, and that rainwater runoff is conveyed by a separate system. However, some rain water does find its way into the lines, and that flow is referred to as Inflow and Infiltration (I&I). Historically, College Station's I&I has been low, but

the I&I must be addressed before it becomes a major problem and causes regulatory violations and potential fines.

We had two major rain events in 2015 that caused manholes to overflow, with an estimated volume exceeding 100,000 gallons, which required public notification. Action must be taken to eliminate these occurrences. A significant source of I&I is from private sewer service laterals, or yard lines, and the homeowner is the responsible party. In older parts of the City, where these laterals are constructed of vitreous clay, I&I is a particular problem, since the clay lines are very susceptible to cracking and joints pulling apart.

Staff noted the need for an Ordinance revision, to make it clear that the City has the authority to inspect these private laterals, and if they are in disrepair (a source of I&I), to inform the homeowner that they must take action to repair or replace the lateral. There is a possibility that CDBG funds may be available to income-eligible homeowners. He noted that this is a common practice by cities to avoid regulatory violations.

7. Presentation, possible action, and discussion regarding a Capital Improvement Plan update.

Emily Fisher, Planning and Development, updated the Council on the Capital Improvement Plan. There are 74 projects being managed, with a total project budget of \$157 million. Project categories are transportation, facilities, parks, drainage, water/wastewater, and rehab projects.

8. Presentation, possible action and discussion on the conceptual design for a new police facility.

This item was taken up first, before item 5.

Chuck Gilman, Deputy City Manager, presented a conceptual floor plan. The proposed site, the design schedule, and budget were also discussed.

Council consensus was to proceed with Site C and to build out the second story the same square footage as the first floor.

9. Council Calendar

Council reviewed the calendar.

10. 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 Mooney requested that the March 24 Council meeting might be moved so those that wish can attend the TML Region 10 meeting.

Councilmember Benham requested an update on safe online transaction zones.

11. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Subcommittee, 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, BVWACS, 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, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Councilmember Mooney reported on BVSWMA.

Mayor Berry reported on the Chamber of Commerce Economic Outlook Summit and the Audit Committee.

Councilmember Brick reported on the Transportation Committee.

Councilmember Benham reported on BVWACS.

Councilmember Aldrich reported on the Arts Council.

Councilmember Nichols reported on the CVB.

12. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:27 p.m. on Thursday, January 28, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 28, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Affairs
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

TAMU Student Liaison

Wayne Beckermann, VP/Municipal

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 7:07 p.m. on Thursday, January 28, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation proclaiming January 28, 2016 as Mayors' Monarch Pledge Day.

Mayor Berry read the proclamation proclaiming January 28, 2016 as Mayors' Monarch Pledge Day.

Hear Visitors Comments

Jennifer Hurd, 4256 Rocky Rhodes, Castle Rock HOA Board President, expressed her concern regarding a re-zoning proposal near the neighborhood. A traffic analysis needs to be re-done to

reflect the neighborhood's growth since it was last done. They are also concerned with the impact on the streets and the maintenance that will be needed, the safety of their children, and runoff.

Tom Kiske, 4213 Rocky Creek Trail, said he was supportive of the HOA concerns. He addressed responsible development and stewardship. He believes the proposed zoning change will impact these areas: it will quadruple storm water runoff into Spring Creek with an increased risk of flooding; and increased traffic, jeopardizing the neighborhood children.

Christi Blair, 4107 Rock Creek Court, requested that the re-zoning be removed from the P&Z agenda because there are several areas that need to be re-visited. The concerns of the residents directly impacted were not considered. She requested that this item be postponed until such time as it can be properly and completely reviewed.

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. Ray J. Hutchinson.

Joshua Benn, 4000 Rocky Vista, spoke regarding the proposed PDD coming before Council soon. He said that hardly anyone received notice of the hearing at P&Z last week. This will double the number of apartment units and will significantly impact the neighborhood. He is particularly concerned regarding construction traffic and the main entrance into the development.

CONSENT AGENDA

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

- **January 14, 2016 Workshop**
- **January 14, 2016 Regular Meeting**

2b. Presentation, possible action, and discussion regarding the Utility and Road Agreement for the Rock Prairie Management District No. 2 generally located in the southeast quadrant of the Rock Prairie Road and State Highway 6 intersection.

2c. Presentation, possible action, and discussion regarding a construction contract with L.E. Myers Company, in the amount of \$3,580,522.18 for reconductoring of the Spring Creek transmission line.

2d. Presentation, possible action, and discussion regarding Ordinance 2016-3737, amending the code of ordinances, Chapter 11, Utilities, to enable the inspection and repair of private sewer laterals.

2e. Presentation, possible action, and discussion regarding an annual purchase agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$113,500.

2f. Presentation, possible action, and discussion on a professional services contract (Contract No. 16300207) with Jones & Carter in the amount of \$171,000 for the professional engineering services related to the preliminary engineering report (PER) for the Cain / Deacon Railroad Crossing Project.

2g. Presentation, possible action, and discussion regarding the renewal of price agreement 15-047 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$163,620.

2h. Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 16300114) between the City of College Station and JHW, Inc. in the amount of \$256,191.50 for the construction of Wolf Pen Creek Erosion Control Phase II and authorizing the City Manager to execute the contract on behalf of the City Council.

2i. Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and Brazos County related to the Greens Prairie Trail project.

2j. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$95,000.

2k. Presentation, possible action, and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants, to Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$86,000.

2l. Presentation, possible action, and discussion on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 140-14) in the annual not-to-exceed amount of \$210,000.

2m. Presentation, possible action, and discussion authorizing the payment of Economic Development Funds in a total amount of \$304,253.04 to Sahara Realty Group, Ltd. for performance in compliance with the approved Economic Development, Drainage and Corridor Beautification Participation Agreement.

2n. Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

2o. Presentation, possible action, and discussion regarding a professional services contract with Freese & Nichols, Inc. to evaluate water and wastewater impact fees with a total cost of \$100,000.

2p. Presentation, possible action, and discussion regarding a contract with Kimley-Horn and Associates, Inc. to evaluate roadway impact fees with a total cost of \$88,500.

2q. Presentation, possible action, and discussion on an annual blanket purchase order for repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative (Contract 399-12). The estimated annual expenditure is \$75,000.

2r. Presentation, possible action, and discussion regarding an annual price agreement with NAFECO for fire protective clothing.

2s. Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County for the consultant services associated with the establishment of quiet zones at Drake and Greens Prairie Trail.

2t. Presentation, possible action, and discussion on Resolution 01-28-16-2t, consenting delegation of authority authorizing Brazos County to apply to the Federal Railroad Administration to seek approval for two quiet zone locations; Greens Prairie Trail and Drake and sharing the costs equally.

2u. Presentation, possible action, and discussion on Ordinance 2016-3738, amending Chapter 4, "Business Regulations" of the Code of Ordinances of the City of College Station, Texas, by adding section 24 "Business Security"; by providing a severability clause; declaring a penalty; and providing an effective date.

2v. Presentation, possible action and discussion on Resolution 01-28-16-2v, prohibiting the open carry of handguns by a license holder pursuant to Penal Code Section 30.07 at all City governmental entity meetings subject to Chapter 551, Government Code and presentation, possible action and discussion on Resolution 01-28-16-2v-a, delegating authority as the property owner of all City buildings and facilities to the City Manager and his designee and delegating authority to the City Manager and his designees to enact a trespass policy to exclude trespassers from City buildings and facilities.

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

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion regarding Ordinance 2016-3739, amending Chapter 4, "Business Regulations," Section 4-4.G; Ordinance 2016-3740, amending Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Ordinance 2016-3741, amending Chapter 12, "Unified Development Ordinance," Section 7.3. E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events.

Jonathan Wood, Parks and Recreation, reported that special event parking on grass areas sometimes becomes necessary in order to reduce congestion and ensure public safety. The proposed amendments would allow groups to request an exception to the parking ordinance and allow special event parking on grass areas. Any group requesting this exception would be required to be permitted through the City's Special Event process and have their exception approved by the City Manager or his designee.

At approximately 7:30 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:30 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2016-3739, amending Chapter 4, "Business Regulations," Section 4-4.G; Ordinance 2016-3740, amending Chapter 10, "Traffic Code," Section 10-4, "Administrative Adjudication of Parking Violations," Subsection E "Parking Regulations for Certain Described Areas," and Ordinance 2016-3741, amending Chapter 12, "Unified Development Ordinance," Section 7.3. E "Requirements Apply to All Parking Areas," of the Code of Ordinances of the City of College Station, Texas, regarding parking for special events. The motion carried unanimously.

2. Public hearing, presentation, possible action, and discussion regarding Ordinance 2016-3742, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 5.65 acres being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos County, Texas, generally located at 5014 Raymond Stotzer Parkway, more generally located along State Highway 47 Frontage Road between Burgess Lane and Health Science Center Parkway.

Councilmember Schultz recused herself from this item.

Mark Bombeck, Planning and Development, stated this request is to rezone the subject property from Rural to Planned Development District with a base zoning district of Business Park. This request is being made as a step toward developing a mixed-use office complex.

The Planning and Zoning Commission considered this item at their January 7 meeting and voted unanimously to recommend approval of the applicant's request with staff's recommendation to limit the size of the permitted retail sales use to a maximum of 15,000 square feet.

At approximately 7:35 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:35 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz abstaining, to adopt Ordinance 2016-3742, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 5.65 acres being situated in the John H. Jones League, Abstract # 26, Brazos County, Texas, and being the same tract called 5.65 acres described in deeds to Gloria S. Mamaliga recorded in Volume 1166, Page 275, and Volume 1166, Page 278, Official Records, Brazos County, Texas, and also being the same tract of land conveyed to Switzer L. Deason by deed recorded in Volume 8538, Page 107, Official Records, Brazos

County, Texas, generally located at 5014 Raymond Stotzer Parkway, more generally located along State Highway 47 Frontage Road between Burgess Lane and Health Science Center Parkway. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion approving Ordinance 2016-3743, vacating and abandoning a 0.091 acre portion of a 20-foot public utility easement that diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas.

Alan Gibbs, City Engineer, reported that this public utility easement abandonment accommodates future development of the property. There are no public or private utilities within the portion of the easement to be abandoned. The 20-foot wide public utility easement to be abandoned diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree.

Staff recommends approval.

At approximately 7:39 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:39 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2016-3743, vacating and abandoning a 0.091 acre portion of a 20-foot public utility easement that diagonally crosses Lot 13 and Lot 14, Block 3 of the Lemon Tree Addition according to the plat recorded in Volume 371, Page 121 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

4. Presentation, possible action, and discussion regarding an appointment to the Bryan-College Station Convention & Visitor's Bureau.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to appoint John Michael Green to the Bryan-College Station Convention & Visitor's Bureau. The motion carried unanimously.

5. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:41 p.m. on Thursday, January 28, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 16-0044 **Version:** 1 **Name:** Board Appointment
Type: Appointment **Status:** Consent Agenda
File created: 1/19/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**
Title: Presentation, possible action, and discussion as it relates to the appointment of a member, representing the City of College Station, to the Aggieland Humane Society board, formerly named the Brazos Animal Shelter.
Sponsors: Charles Fleeger
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion as it relates to the appointment of a member, representing the City of College Station, to the Aggieland Humane Society board, formerly named the Brazos Animal Shelter.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Our staff is recommending the appointment of Assistant Chief Chuck Fleeger to the Aggieland Humane Society board.

Summary:

The Aggieland Humane Society Board of Directors by-laws require City Council appointment of two City representatives as outlined below.

Section 5.02. *The Board of Directors shall consist of fifteen (15) voting members whose nomination and approval shall be conducted in the following manner:*

- A. *Six directors shall be appointed as follows:*
 1. *Two members appointed by the City Council of the City of College Station who may be a citizen, employee, officer, or elected official of the City of College Station. This appointment will be automatically removed from the Board of Directors with the position suspended and left vacant if the entity is not contracted with the Aggieland Humane Society, Inc. for animal housing services....*

Chief Scott McCollum is one of two City board representatives and since his appointment has been named Chief of Police in a full time capacity. A.C. Fleeger currently supervises the Animal Control function and is in close communication with shelter operations on a regular basis and would be a more appropriate appointment at this time.

Budget & Financial Summary: N/A

Attachments:



Legislation Details (With Text)

File #:	16-0051	Version:	1	Name:	Agreement with the Brazos Valley Umpires Association Contract #15-124
Type:	Contract	Status:			Consent Agenda
File created:	1/21/2016	In control:			City Council Regular
On agenda:	2/11/2016	Final action:			
Title:	Presentation, possible action, and discussion regarding the first renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 15-124) in an amount not to exceed \$190,000 per year.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Renewal Agreement 15-124 Brazos Valley Softball Umpires Association				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the first renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 15-124) in an amount not to exceed \$190,000 per year.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure
3. Sustainable City

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

Summary: This Renewal Contract Number 15-124 is for a period of one (1) year (18 Feb 2016 - 17 Feb 2017).

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

Payment for umpire services is made to the Association, prior to each season based on the scheduled games, who then pays the individual umpires for actual games called. A "true up" is calculated at the end of each season to verify actual games called with the Association and the Parks

and Recreation Department. Tournaments are handled individually in the same manner.

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

Budget & Financial Summary: This contract is not to exceed \$190,000. Funds are budgeted through the Parks and Recreation Departments General Fund, Recreation Fund and Hotel Occupancy Tax budgets.

Attachments:

1. Contract & Agreement Routing Form
2. Contract 15-124



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

January 21, 2016

ATTN:
Kent Gardner
Brazos Valley Softball Umpires Association
P.O. Box 2875
Bryan, TX 77805

RE: Renewal #1 – Contract 15-124
Officiating Services for Athletic Leagues and Events

Dear Mr. Gardner,

The City of College Station appreciates the services provided by Brazos Valley Softball Umpires Association this past year. We would like to exercise our option to renew the above referenced agreement for the term of February 18, 2016 through February 17, 2017.

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to hpavelka@cstx.gov or via fax (979-764-3899) *Please follow up by mailing 3 original signed copies, no later than January 28, 2016, to my attention at the following address:*

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

A handwritten signature in cursive script that reads "Heather Pavelka".

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 15-124, Officiating Services for Athletic Leagues and Events, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00).

I understand this renewal term will be for the period beginning February 18, 2016 through February 17, 2017. This is the first of two possible renewals.

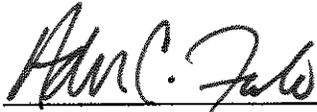
**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**

By: 
Printed Name: KENT GARDNER
Title: PRESIDENT
Date: 1-28-16

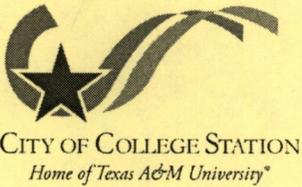
CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 1-28-16


Asst. City Manager/ CFO
Date: 1-28-16



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 15-124 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Officiating Services for Athletic Leagues and Events

Project Name:

Officiating Services for Athletic Leagues and Programs

Name of Contractor:

Brazos Valley Softball Umpires Association

CONTRACT TOTAL VALUE: \$ 190,000

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)

CRC Approval Date*: 01/20/2015 (If required)* Council Approval Date*: 2/12/15 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

[Signature]
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

1-21-15
DATE

[Signature]
LEGAL DEPARTMENT

2-2-15
DATE

[Signature]
ASST CITY MGR - CFO

2-1-15
DATE

APPROVED & EXECUTED
[Signature]
CITY MANAGER

2.13.15
DATE

N/A
MAYOR (if applicable)

DATE

N/A
CITY SECRETARY (if applicable)

DATE

3 Original(s) sent to CSO on 2-2-15

Scanned into Laserfiche on 2-20-15

2 Original(s) sent to Fiscal on 2-20-15

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

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

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

I. PAYMENT

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

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

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

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

- | | | |
|----|----------------------------|--|
| a. | Adult Slow Pitch Games | \$18.00 per official per game for 2015 |
| b. | Adult Slow Pitch Games | \$19.00 per official per game for 2016 |
| c. | Adult Slow Pitch Games | \$20.00 per official per game for 2017 |
| d. | Youth Basketball Games | \$16.00 per official per game |
| e. | Youth Basketball Games | \$12.00 per scorekeeper per game |
| f. | Youth Flag Football Games | \$16.00 per official per game |
| g. | Adult Flag Football Games | \$22.00 per official per game |
| h. | Youth Volleyball Matches | \$16.00 per official per match |
| i. | Adult Volleyball Matches | \$16.00 per official per match |
| j. | Adult Kickball Games | \$22.00 per official per game |
| k. | Sanctioned/Approved Events | Payment according to ASA or TAAF code |
| l. | Clinic Fee | \$200.00 per clinic |
| m. | TAAF Officials Insurance | Payment according to TAAF code |

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

- a.** Based on approximate number of games/matches per season. To be agreed upon by the Association and the City.

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

II. UMPIRING SERVICES

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

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

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

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

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

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

2.7 Financial Audit. A copy of the Association's financial audit shall be made available to City no later than thirty (30) days following Association's receipt of the City's audits request.

III. INDEMNIFICATION, RELEASE, AND INSURANCE.

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

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

3.3 Insurance.

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

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

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

IV. GENERAL TERMS

4.1 Term and Termination. The term of this Agreement will be for one (1) year, effective February 18, 2015 through February 17, 2016. After completion of the first term of the Agreement, the Agreement may be extended annually upon mutual written agreement of both parties not to exceed an additional two (2) terms. This Agreement may be terminated by either party for convenience upon thirty (30) day's written notice to the other party. Any funds received pursuant to this Agreement, but not earned shall be returned to the City within seven (7) days after termination.

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

4.3 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Association in writing and the Association shall cease work immediately. Association shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Association for the services performed and expenses incurred before the date of termination.

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

4.5 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

4.6 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Association's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Association to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

4.7 Compliance with Laws. The Association will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Association may not knowingly obtain the labor or services of an undocumented worker. The Association, not the City, must verify eligibility for employment as required by IRCA.

4.8 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

4.9 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Association without the prior written approval of City.

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

4.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Association and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

4.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

4.13 Notice. Any official notice under this Contract will be sent to the following addresses:

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

**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**
P.O. Box 2875
Bryan, TX 77805

4.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

4.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

4.16 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

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

**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**

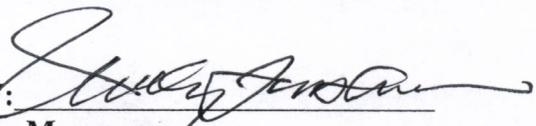
BY: 

Printed Name: KENT GARDNER

Title: PRESIDENT

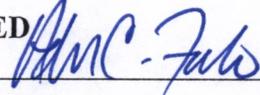
Date: 1-24-15

CITY OF COLLEGE STATION

BY: 

City Manager

Date: 2.13.15

APPROVED 

City Attorney

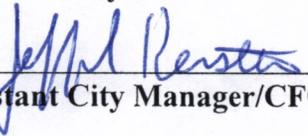

Assistant City Manager/CFO

EXHIBIT A
INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Association must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit B; and shall be approved by the City before work begins
- C. Association shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

**EXHIBIT B
CERTIFICATES OF INSURANCE**



Legislation Details (With Text)

File #: 16-0054 **Version:** 1 **Name:** 2015 Claims Expenses Additional Authorization
Type: Contract **Status:** Consent Agenda
File created: 1/22/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**
Title: Presentation, possible action, and discussion to ratify additional claims paid in the amount of \$410,923.49 for the 2015 Blue Cross Blue Shield claims expenses.
Sponsors: Alison Pond
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to ratify additional claims paid in the amount of \$410,923.49 for the 2015 Blue Cross Blue Shield claims expenses.

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

Recommendation(s): Staff recommends approval of the ratification of claims expenses incurred and paid.

Summary: In December 2014, City Council approved anticipated 2015 expenses in the amount of \$7,128,782 related to medical, dental, pharmacy, stop loss and administrative fees claims. Staff is requesting the City Council ratify \$410,923.49 for claims and expenses already paid above the originally approved amount. The additional amount is due to large, unexpected prescription and medical claims that were incurred during end of the 2015 plan year.

Blue Cross Blue Shield has paid these claims and this formal action will ensure proper ratification of the change order.

Budget and Financial Summary: Funds are available in the employee benefits fund.

Attachments: none



Legislation Details (With Text)

File #:	16-0058	Version:	1	Name:	Lick Creek Nature Center Construction Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	1/25/2016	In control:		In control:	City Council Regular
On agenda:	2/11/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a construction contract (Contract No. 1600111) between the City of College Station and JaCody, Inc. in the amount of \$2,081,083 for the construction of the Lick Creek Nature Center (RFP 16-028).				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	project location map.pdf Tabulation.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a construction contract (Contract No. 1600111) between the City of College Station and JaCody, Inc. in the amount of \$2,081,083 for the construction of the Lick Creek Nature Center (RFP 16-028).

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract between the City of College Station and JaCody, Inc. in the amount of \$2,081,083 for the construction of the Lick Creek Nature Center.

Summary: The Lick Creek Nature Center was included as a project in the 2008 bond authorization. In June 2011, staff engaged a design team and a committee appointed by the City Council to begin developing design concepts and programming for the proposed facility. On September 13, 2012, staff delivered a presentation to the City Council that summarized three different design alternatives, and the committee recommendation. On January 28, 2013 at the Council Retreat, staff presented two site plan and floor plan alternatives that addressed comments provided by Council at the September 13th meeting. Council elected to proceed with Alternative 1 to move forward with the design development for the Nature Center.

Final design began in April of 2013. On May 22, 2014 a final design presentation and status update was given to City Council. Prior to completion of the bid documents, it was discovered that adequate fire flow was not present at the site. An 8-inch water line was designed and constructed in 2015 along Rock Prairie Road to serve the Nature Center. In addition, an on-site water storage facility will be constructed for the facility. This project includes the construction of the Nature Center as well as extensive site improvements and landscaping to Lick Creek Park.

The contract award includes the base bid of \$1,797,243 and three alternates: 1. Solar Array in the amount of \$25,000, 2. Amphitheater in the amount of \$99,228, and 3. Outdoor Classroom in the amount of \$159,612.

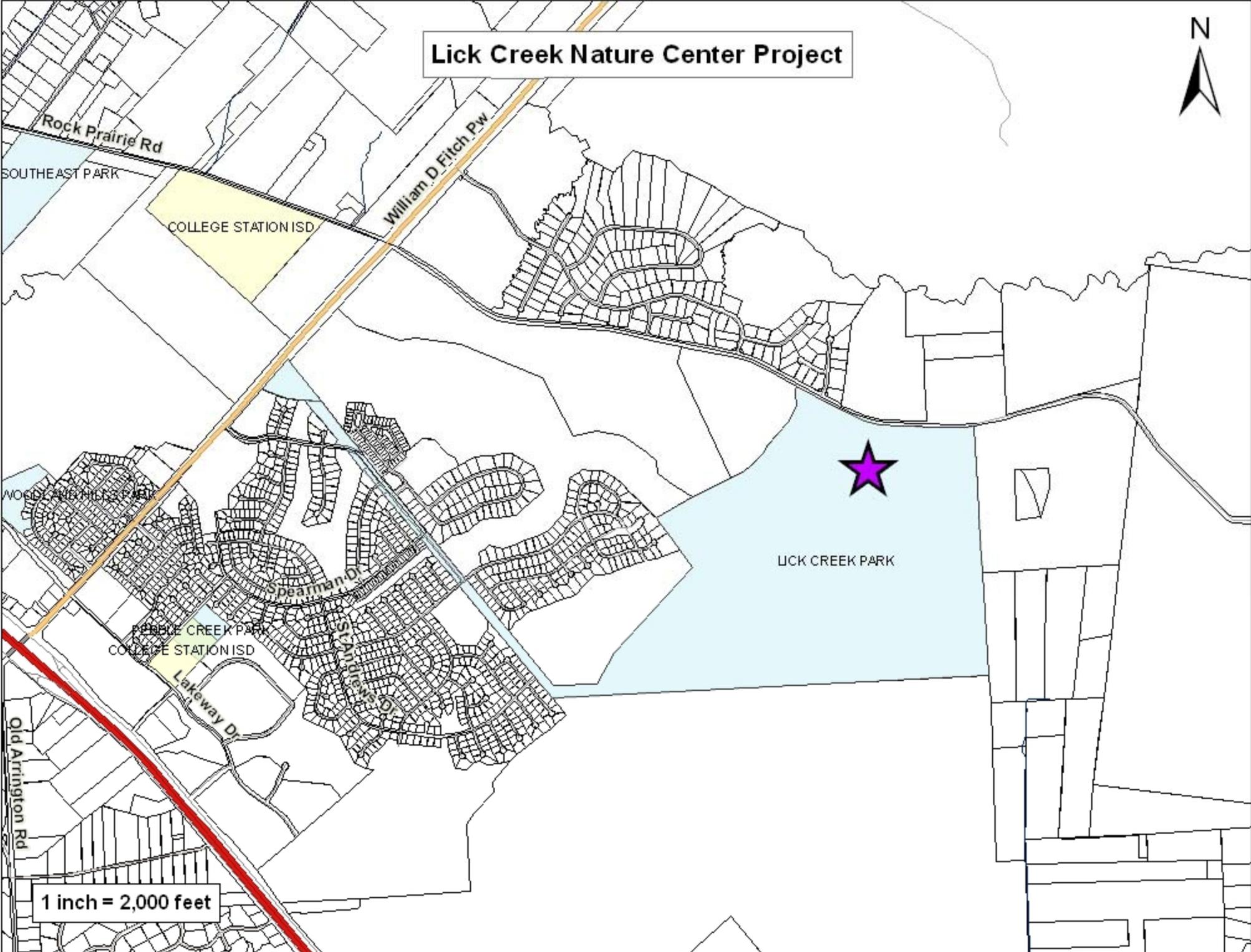
Budget & Financial Summary: A budget of \$2,770,141 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$404,501 has been expended or committed to date, leaving a balance of \$2,365,640 for construction and remaining expenditures.

Reviewed and Approved by Legal: Yes

Attachments:

1. Construction Contract No. 1600111 - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tab

Lick Creek Nature Center Project



1 inch = 2,000 feet



City of College Station - Purchasing Division
Tabulation for RFP #16-028
"Lick Creek Nature Center"
Open Date: Thursday, January 14, 2016 @ 4:00 p.m.

	JaCody, Inc.	Bryan Construction Company	Dudley Construction, LTD	Gaeke Construction Company, Inc.
Base Proposal				
Stipulated Lump Sum	\$1,797,243.00	\$1,879,600.00	\$1,957,000.00	\$1,994,700.00
Alternates				
No 1. Solar Array	\$25,000.00	\$25,000.00	\$25,000.00	\$26,000.00
No 2. Amphitheater	\$99,228.00	\$63,000.00	\$92,000.00	\$150,229.00
No 3 Outdoor Classroom	\$159,612.00	\$149,200.00	\$168,000.00	\$222,000.00



Legislation Details (With Text)

File #: 16-0065 **Version:** 1 **Name:** Brazos Valley Trash Valet & Recycling
Type: Franchises **Status:** Consent Agenda
File created: 1/27/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**
Title: Presentation, possible action, and discussion on the second of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [BVTVR Franchise Agreement 1-27-16.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Presentation, possible action, and discussion on the second of two readings of a franchise agreement with Brazos Valley Trash Valet & Recycling; for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

- Sustainable City

Recommendation(s): Staff recommends approval of this franchise agreement.

Summary: The proposed agreement would allow Brazos Valley Trash Valet & Recycling to collect recyclables from commercial businesses and multi-family locations within the City of College Station. The company will be responsible for developing onsite collection of recyclables so as not to interfere with the collection of municipal solid waste (MSW).

Budget & Financial Summary: N/A

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, PROFESSIONAL TRASH VALET, LLC DBA BRAZOS VALLEY TRASH VALET & RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLES FROM COMMERCIAL BUSINESSES AND MULTIFAMILY RESIDENCES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Recyclables generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to Contractor for collection of certain Recyclables generated from Commercial Businesses and Multifamily Residences residing in City limits.

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

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

- 1.14 Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.
- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for Recyclables collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:
- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
 - b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
 - c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.
- 3.2 Payments.** Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.
- 3.3 Failure to Pay.** Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).
- 3.4 Franchise Fee Requirements.** Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons recycled or composted, regardless of origin of collection.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 Facilities. The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 Records. The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 Records Retention. Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 Activity Report. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:

- a. The Customer collection count, itemized by customer type.
- b. Total tonnage of Recyclables collected, itemized by type of material, regardless of origin of collection.
- c. Total tonnage of Recyclables collected, but not recycled or composted due to rejection and the disposition of those materials.
- d. Copy of weight tickets from all forms of processing and disposal site(s) in accordance with Article X. Disposal and Processing.

- e. Reports of all complaints and investigations concerning the collection of Recyclables and the actions taken by Contractor in response to complaints.
- f. Any other information concerning the Recyclables collection as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclables collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for Recyclables collection.
- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for Recyclables collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

ARTICLE VII. COLLECTION AND TRANSPORT OF RECYCLABLES

- 7.1 Transport.** The Contractor shall only transport collected Recyclables for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.

- 7.2 Cover.** During transport of Recyclables all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Recyclables collection shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 Processing Facility. Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

10.3 Disposal. In no case shall any Recyclable or Compostable Materials be disposed in a landfill.

ARTICLE XI. VIOLATION AND PENALTY

11.1 Fine. It shall be unlawful for any person, firm or corporation violating any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 Remedies. In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

12.2 The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole

or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, 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 caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. **For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' notice. City shall be compensated for outstanding Franchise Fees.
- b. **For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. **Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

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

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

15.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

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

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

Brazos Valley Trash & Recycling
Attn: Ricky Hux
3515B Longmire Dr #205
College Station, TX 77845
rhux@bvtrashvalet.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

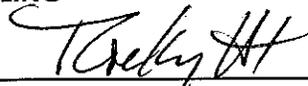
- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 14th day of January, 2016.
- b. Second Consideration & Approval on the 11th day of February, 2016.

**BRAZOS VALLEY TRASH VALET &
RECYCLING**

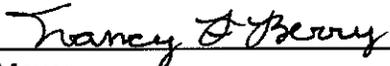
CITY OF COLLEGE STATION

By: 

Printed Name: Ricky Hux

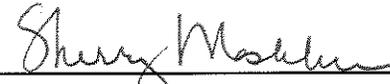
Title: **Owner/Member**

Date: 10/15/15

By: 
Mayor

Date: 1-25-16

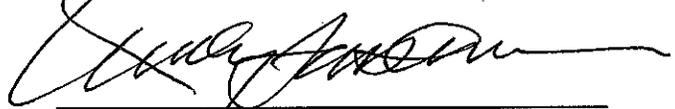
ATTEST:



City Secretary

Date: 1-25-16

APPROVED:



City Manager

Date: 1-19-16



City Attorney

Date: 1-6-15



Assistant City Manager/CFO

Date: 12/30/15

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$19.95 per month, and may increase, depending on a variety of conditions, including but not limited to:

- Location of Customer,
- Impact on Existing Routes,
- Ingress and Egress Capabilities,
- Special Requests by Customers,
- Frequency of Collections,
- Volume of Materials,
- Type of Materials,
- External Contributing Conditions of Market Costs.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I) Standard Insurance Policies Required:

- A) Commercial General Liability**
- B) Business Automobile Liability**
- C) Workers' Compensation**

II) General Requirements Applicable to All Policies:

- A) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.**
- B) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.**
- C) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.**
- D) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.**
- E) The City will not accept "claims made" policies.**
- F) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.**

III) Commercial General Liability

- A) General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.**
- B) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.**
- C) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.**
- D) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance**

- E) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV) Business Automobile Liability

- A) Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V) Workers' Compensation Insurance

- A) Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2015

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 Spring Insurance Agency, 6605 Cypresswood Drive Suite 400 Spring TX 77379	CONTACT NAME: Kay Dockins	FAX (A/G, No): (281) 370-2925
	PHONE (A/G, No, Ext): (832)494-1963	
	E-MAIL ADDRESS: kay@springinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acceptance Indemnity	NAIC #
INSURED Professional Trash Valet LLC 3515 B Longmire Dr., Ste. 205 College Station TX 77845-5271	INSURER B: Essex Insurance Co	
	INSURER C: Republic Insurance Group	
	INSURER D: Service Lloyds Insurance	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/V	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CP00148450	02/18/2015	02/18/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ Included
							\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP5523879	02/18/2015	02/18/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		EZXS10659	02/18/2015	02/18/2016	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SRZG28314-15	10/19/2015	10/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF COLLEGE STATION IS NAMED AS ADDITIONAL INSURED FORM CG2010 0704 ON THE GENERAL LIABILITY AND NAMED ON THE AUTO LIABILITY POLICY.
WAIVER OF SUBROGATION IN FAVOR OF CITY OF COLLEGE STATION ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES.
THIRTY (30) DAY NOTICE OF CANCELLATION IN FAVOR OF CITY OF COLLEGE STATION EXCEPT TEN (10) DAYS FOR NONPAYMENT OF PREMIUM. SUBJECT TO POLICY CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER	CANCELLATION	AI 023061
CITY OF COLLEGE STATION 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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Legislation Details (With Text)

File #: 16-0055 **Version:** 1 **Name:** Budget Amendment #1
Type: Presentation **Status:** Agenda Ready
File created: 1/25/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on Budget Amendment #1 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$3,048,226; and presentation, possible action and discussion on contingency transfers totaling \$188,500.

Sponsors: Jeff Kersten

Indexes:

Code sections:

Attachments: [FY16 BA#1 list - revised CK track changes off.pdf](#)
[FY16 Budget Amendment #1 Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #1 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$3,048,226; and presentation, possible action and discussion on contingency transfers totaling \$188,500.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #1, and approve the contingency transfers.

Summary: The proposed budget amendment is to increase the FY16 budget appropriations by \$3,048,226. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the items included on the proposed budget amendment. This amendment also includes three contingency transfers totaling \$188,500. Contingency transfers greater than \$50,000 require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the items included on the proposed budget amendment and the contingency transfers. If approved, the net revised budget appropriations will be \$312,624,313.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY16 Budget Amendment #1 Detail Listing
2. Ordinance

The proposed budget amendment is to increase the FY16 budget for the items listed below by \$3,048,226. Also included are three contingency transfer items. Contingency transfers greater than \$50,000 require Council approval and are therefore included as part of this Budget Amendment.

1. Encumbrance Roll - \$2,491,387 (Budget Amendment)

A number of expenditures were not completed in FY15 due to timing issues. These goods and services were budgeted and encumbered in FY15, but were not or will not be received until FY16. This encumbrance roll increases the FY16 budget appropriation in each applicable fund for the eligible items. Of the encumbrance roll total, vehicles account for approximately \$1.3 million and include the Fire Department Hazmat vehicle, two Grapple Trucks, a Digger truck and various Police Department vehicles. Also included in the total is approximately \$840,000 for a number of projects that were under contract at the end of FY15 but were not completed. These include park amenity improvement projects, facilities corrective maintenance projects, parking garage projects and utility projects. Approximately \$310,000 of the encumbrance roll is related to special studies that were budgeted but not completed in FY15, such as the Water and Wastewater Master Plans, the Sanitation rate study, and several others. A number of these items were one-time SLA items in FY15 and the funds for the items are available in the applicable fund balances.

2. Parks & Recreation Department Park Improvements - \$321,839 (Budget Amendment)

Due to unforeseen delays, a number of park improvement projects that were approved as Service Level Adjustments (SLAs) in FY15 were not completed in FY15. These projects include playground, swing, track surfacing and repairs at G.K. Fitch, Southern Oaks, Edelweiss, Lions, Lincoln Center and J&D Miller Parks. This item will provide the budget appropriation for these projects so that they can be completed in FY16. The funds for these projects were not expended in FY15 and are available in the General Fund balance.

3. Veterans Park Electrical Replacement - \$75,000 (Budget Amendment)

In FY15 it was determined that some of the electrical panels at Veterans Park need to be replaced as they have degraded due to continued exposure to the elements. Funds were identified in the Parks and Recreation Department FY15 budget and the department was given authorization to move forward with the project in FY15. However, as the need was identified toward the end of the fiscal year, staff was not able to complete the project prior to the end of the fiscal year. This item will appropriate the budget in the Parks and Recreation Department for the project. As the funds for the item were not expended in FY15, they are available in the General Fund balance.

4. Portable Stage - \$160,000 (Budget Amendment)

In FY15, City Council approved an SLA for the purchase of a portable stage with the use of Hotel Tax funds. The purchase was delayed and did not get made in FY15. This item will appropriate the budget in the Hotel Tax Fund for the purchase of the portable stage in FY16. As the funds for the item were not expended in FY15, they are available in the Hotel Tax Fund balance.

5. Transportation and Water/Wastewater Infrastructure Impact Fee Studies – \$88,500 in General Fund (Contingency Transfer); \$50,000 in Water Fund (Contingency Transfer); and \$50,000 in Wastewater Fund (Contingency Transfer)

On November 12, 2015, City Council directed staff to move forward with studies regarding possible implementation of impact fees for transportation and water/wastewater infrastructure. On January 28, 2016, Council approved a contract with Kimley-Horn in the amount of \$88,500 to evaluate transportation impact fees. In addition, also on January 28,

Council approved a contract in the amount of \$100,000 with Freese & Nichols, Inc. for an impact fee study to be done concurrently with the revision of the water and wastewater master plans. Budget for these studies was not included in the FY16 budget as the decision to move forward with the studies had not been made when the budget was being developed. Contingency funds in the General Fund, Water Fund and Wastewater Fund are being recommended for these studies. As contingency transfers greater than \$50,000 must be approved by Council, this item is for the approval of these contingency transfers.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 1) AMENDING ORDINANCE NO. 2015-3705 WHICH WILL AMEND THE BUDGET FOR THE 2015-2016 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 21, 2015, the City Council of the City of College Station, Texas, adopted Ordinance No. 2015-3705 approving its Budget for the 2015-2016 Fiscal Year; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2015-3705 is hereby amended by amending the 2015-2016 Budget adopted thereto by a net amount of \$3,048,226 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #1 shall be attached to and made a part of the 2015-2016 Budget.

PART 3: That except as amended hereby, Ordinance No, 2015-3705 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0066 **Version:** 1 **Name:** Phillips Square Rezoning - William D. Fitch Parkway
Type: Rezoning **Status:** Agenda Ready
File created: 1/28/2016 **In control:** City Council Regular
On agenda: 2/11/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending the existing PDD Planned Development District and related Concept Plan for approximately 19.74 acres being out of the Robert Stevenson Survey, A-54 Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Greens Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Official Records of Brazos County, generally located at 529 William D Fitch Parkway, more generally located at the northeast corner of William D. Fitch Parkway and Victoria Avenue. Case #REZ2015-000030

Sponsors: Mark Bombek

Indexes:

Code sections:

Attachments: [Background](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by amending the existing PDD Planned Development District and related Concept Plan for approximately 19.74 acres being out of the Robert Stevenson Survey, A-54 Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Greens Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Official Records of Brazos County, generally located at 529 William D Fitch Parkway, more generally located at the northeast corner of William D. Fitch Parkway and Victoria Avenue. Case #REZ2015-000030

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Planning and Zoning Commission considered this item on January 21, 2016 and voted 5-0-1 to recommend approval.

Summary: The applicant is requesting to amend the current Planned Development District (PDD) to remove O (Office) from the list of approved uses on the property. The applicant is also requesting to amend the associated Concept Plan to reduce the number of proposed buildings for a General Commercial use and increase the number of Multi-Family structures. The PDD uses a base zoning district of MF Multi-Family and GC General Commercial.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use and Character Map designates the subject property as Urban and Natural Areas Reserved. When the PDD rezoning for the subject property was initially considered in 2010, the property was considered to be within Growth Area II. However, the City Council approved a Comprehensive Plan amendment in October of 2011 to expand Growth Area IV to include the subject property. The text associated with the change to Growth Area IV in 2011 included the following for the subject property:

Urban Portion - Land on the north side of William D. Fitch Parkway (State Highway 40) near the intersection of Victoria Avenue should be used for intense land use activities including general commercial activities, office uses, townhomes, apartments, and vertical mixed-use. Single-family uses (excluding townhomes) should be prohibited from this area due to issues of incompatibility. No more than 25% of this total area should be used for residential activities exclusive of units incorporated into vertical mixed-use buildings.

The Comprehensive Plan states that Natural Areas Reserved is for areas that represent a constraint to development that should be preserved for their natural function or open space qualities including areas of floodplain, riparian buffers, and for recreation facilities.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Much of the property in the immediate vicinity is zoned as R Rural or for single-family residential developments. The proposed PDD includes more intense land uses, which the Comprehensive Plan anticipates with the Urban designation. The Natural Areas Reserved with the adjacent deed restricted wetlands mitigation area both protects a sensitive natural resource and provides a natural buffer between the proposed uses and nearby single-family developments.
- 3. Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment:** As a result of previous Comprehensive Plan Amendments, the property is designated as Urban along with the existing Natural Areas Reserved. The requested PDD includes uses that the Comprehensive Plan anticipates as being suitable for this area over the 20-year Plan horizon, with the exception of portions of the Natural Areas Reserved area of the tract. Floodplain areas in the City already entitled for development by existing zoning can proceed by complying with applicable FEMA and City regulations.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject

property is currently zoned as PDD Planned Development District with permitted Commercial, Office, and Multi-Family uses. The current zoning district is suitable for the property given the anticipated land uses and the development pattern of nearby property.

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 property can currently be marketed under the current PDD zoning with permitted Commercial, Office, and Multi-Family uses. However, the applicant has noted that the request to change the ratio of Commercial and Multi-Family and the removal of the Office use will help increase the marketability and development of the property.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8-inch and 24-inch waterlines along Castle Rock Parkway and William D. Fitch Parkway (State Highway 40), respectively. Sanitary sewer service may be provided via an existing 21-inch sanitary sewer line which crosses the tract. Drainage is generally to the northeast within the Spring Creek drainage basin. All utilities shall be designed in accordance with the BCS Unified Design Guidelines at the time of platting and site development.

In terms of transportation facilities, the proposed development will extend Castle Rock Parkway in compliance with the Thoroughfare Plan and also provide a connection to William D. Fitch Parkway.

SUMMARY OF EXISTING PDD AND CONCEPT PLAN (The change with this request is shown in bold)

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. **The request revises the amount of commercial uses and increases the number of proposed multi-family structures.** In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

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

“The proposed development will provide a mix of uses necessary to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. Also, the multi-family component will provide an alternative to the single-family residential options available in this area. The development is anticipated to have a mix of uses with adequate pedestrian and vehicular accessibility and connectivity.”

The applicant proposes to utilize GC General Commercial, and MF Multi-Family as the base zoning districts, as applicable. The range of future building heights is proposed to be from 15 feet to 55 feet.

At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance. Through the PDD, the applicant is requesting the following meritorious modifications:

- **Streets and Alleys, Table V, BCS Design Guidelines**
The applicant is requesting that the right-of-way width for the “Commercial Street” shown on the Concept Plan be 71 feet. Generally an 85-foot right-of-way is required for a collector in an urban context. Design requirements will be in accordance with the UDO and BCS Unified Design Guidelines. The applicant states that reducing the width of the “Commercial Street” right-of-way will provide for an “urban” design look to that portion of the development. Staff recommends that a bike lane that prohibits parking be included on the “Commercial Street” to support the reduction of right-of-way width.
- **Section 5.2 “Residential Dimensional Standards” and Section 5.4 “Non-Residential Dimensional Standards”**
The applicant is requesting reduction of building setbacks along the “Commercial Street” to 10 feet for all uses. All parking and landscaping requirements are proposed to be in accordance with the UDO. The applicant states that a reduction of building setbacks adjacent to the street will provide for an “urban” design to said portion of the development.
- **Section 7.1.H.2 “Single Family Protection” of the Unified Development Ordinance**
The applicant is requesting that, although the adjacent City-owned property is zoned R-1 Single-Family Residential, it not be considered as a single-family use for the purpose of limiting height or increasing the setback for multi-family or non-residential buildings adjacent to the City-owned property. The applicant states that the City owned property cannot be developed so there is no need to apply the single-family protection provision.
- **Section 7.6 “Buffer Requirements” of the Unified Development Ordinance**
The applicant is requesting that there be no buffers required where development is adjacent to the City-owned property. All other buffers are proposed to be in compliance with the UDO. The applicant states that a buffer fence or wall and landscaping would block the view from the development into the riparian area and negate the benefits of the greenbelt area.
- **Section 8.2.A.10 “Blocks” of the Unified Development Ordinance**
The applicant is requesting to vary from the 800-foot maximum block length requirement. No public streets are proposed to connect to Castle Rock Parkway within this development. The block length along the southern right-of-way of Castle Rock Parkway is 850 feet within this development and 1,310 feet to the first intersecting street in the Castle Rock Subdivision. The block length along the northern right-of-way of Castle Rock Parkway is 760 feet within this development and 1,540 feet to the first intersecting street in the Castle Rock Subdivision. The applicant has proposed a “Private Driveway and Cross Access Easement” through the property that will meet minor collector standards for access and driveway spacing and lane width. This private drive reduces the block length by approximately 200 feet on the north side of Castle Rock Parkway and approximately 300 feet on the south side of Castle Rock Parkway.
- **Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance**
The applicant is requesting that, in the section of street where the multi-use path parallels the “Commercial Street,” an additional sidewalk not be required along that side of the street. The applicant states that a sidewalk in this location would be a redundant.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

- 1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The Concept Plan proposes a mix of multi-family, commercial uses, and open space. As designated on the Comprehensive Plan, the subject property is proposed as Urban and Natural Areas Reserved. An environment with a mix of uses potentially allows better opportunities for residents to shop, dine, and work where they live, thus reducing traffic on nearby streets and encouraging a more walkable environment. The property is bounded on two sides by a deed-restricted conservation area owned by the City, which cannot be developed. This allows the proposed uses to be buffered to/from the existing development in the area. The conservation area also provides a focal point for the development of the area. The proposed multi-use path and sidewalks will provide pedestrian and bicycle accessibility throughout the development and to the larger area.
- 2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan is in general conformity with the policies, goals, and objectives of the Comprehensive Plan. The Future Land Use and Character Map designates this area for Urban uses, including multi-family, office, and commercial, which is what is proposed. The Comprehensive Plan also designates a portion of the property for Natural Areas - Reserved. Generally, the policies in the Comprehensive Plan do not support development of FEMA designated floodplain. The property includes approximately 3.26 acres of floodplain designated by FEMA. The Concept Plan is proposing to designate approximately 1.1 acres (0.89 acres of FEMA floodplain) as a “no disturbance” area. This area was determined by using a 75-, 50-, or 25-foot setback from the stream conveyance area, as noted (and shown graphically) on the Concept Plan.
- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development is bordered on two sides by a conservation easement owned by the City. The conservation area provides a natural buffer to the nearby single-family in the Castle Rock Subdivision. The Comprehensive Plan anticipates other Urban development in the area to the north and west, as well as preservation of the floodplain in those areas.
- 4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** The proposed development includes access to Castle Rock Parkway, William D. Fitch Parkway, a public commercial roadway, a private drive designed to function as a collector, and a future connection to Victoria Avenue. The multi-family units and commercial uses will access these roadways through a network of private drive aisles as depicted on the Concept Plan.
- 5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development proposes to construct the multi-use path located within and adjacent to the floodplain and/or roadway on the subject property. This will help facilitate bike and pedestrian transportation in the area.
- 6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The subject property and surrounding area is designated for Urban uses and Natural Areas. With the exception of the requested meritorious modifications, the proposed development will meet all City requirements.
- 7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be**

generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area: As previously reviewed under the original PDD request the proposed phasing of the development is such that no more than 420 vehicle trips maybe generated by the proposed development before the connection to William D. Fitch or Victoria Avenue must be made. The changes proposed under the new PDD request did not trigger the need for a new TIA. The additional 420 trips on Castle Rock Parkway (in addition to the existing 827 trips from the homes in the Castle Rock subdivision) would retain the current Level of Service of "B." The estimated trip generation of Castle Rock Subdivision (at full build out) along Castle Rock Parkway is 2,621 vehicle trips. With the additional maximum trips proposed by the PDD zoning (420 trips before alternate access must be provided) the vehicle trips per day on Castle Rock Parkway would be approximately 3,041, well below the maximum capacity of 5,000 trips. The proposed PDD will also provide alternate vehicular, bicycle, and pedestrian circulation routes that are not currently available in the immediate area.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 21, 2016
Advertised Council Hearing Dates: February 11, 2016

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:

Castle Rock HOA

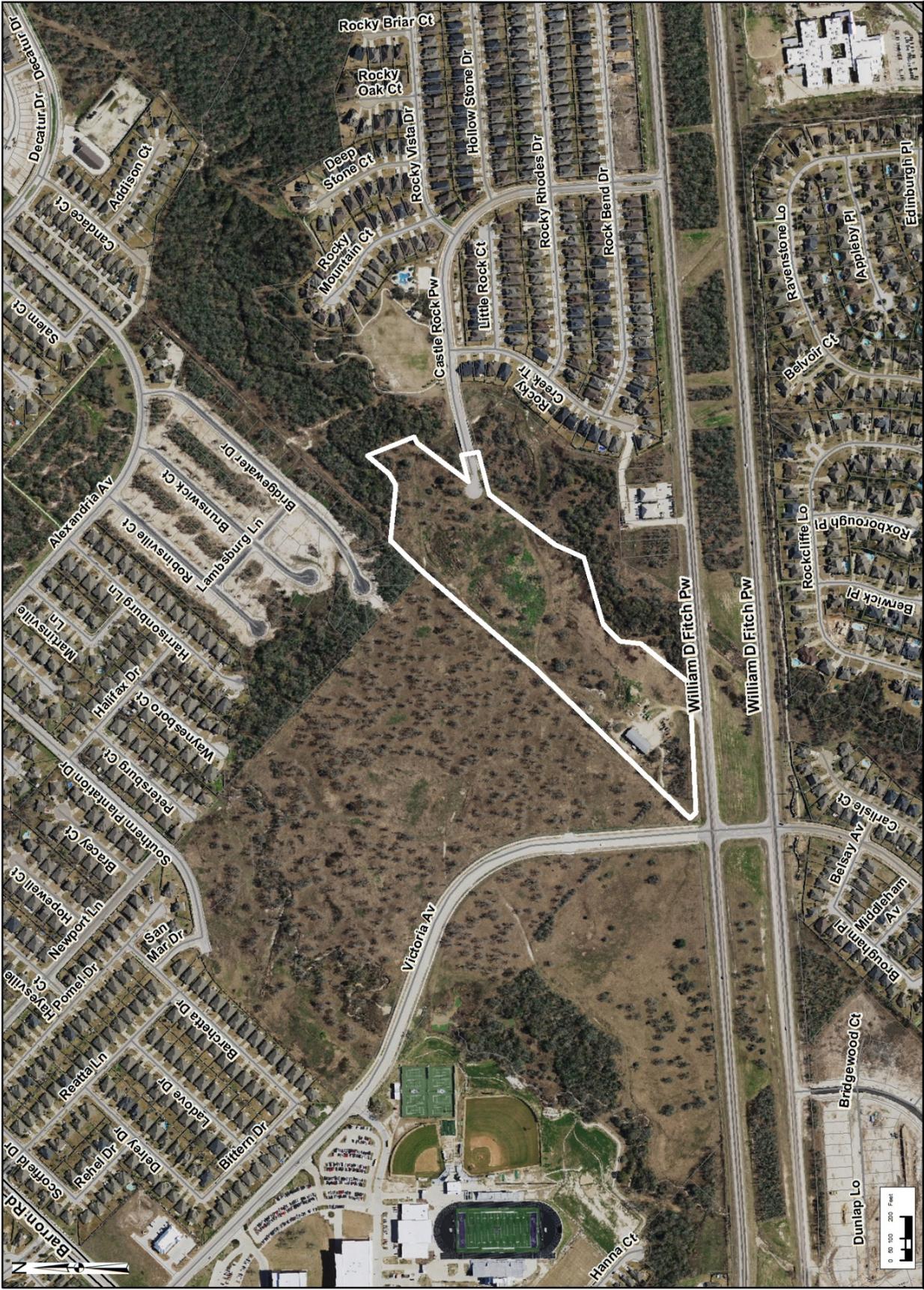
Property owner notices mailed: Five
Contacts in support: None
Contacts in opposition: Eighteen
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban and Natural Areas Reserved	R Rural and GS General Suburban	Vacant
South	Thoroughfare – Freeway	R Rural	William D. Fitch Parkway (SH 40)
East	Natural Areas Reserved	GS General Suburban	Deed Restricted Wetlands Mitigation
West	Urban	R Rural	Vacant

DEVELOPMENT HISTORY

Annexation: 1995
Zoning: A-O Agricultural Open (upon annexation); R-1 Single-Family Residential (2002); PDD Planned Development District (2010)
Final Plat: Not platted
Site development: The subject property was included in a Master Plan of the Crowley Tract in 1999. A landscaping building was constructed on the tract in 2001



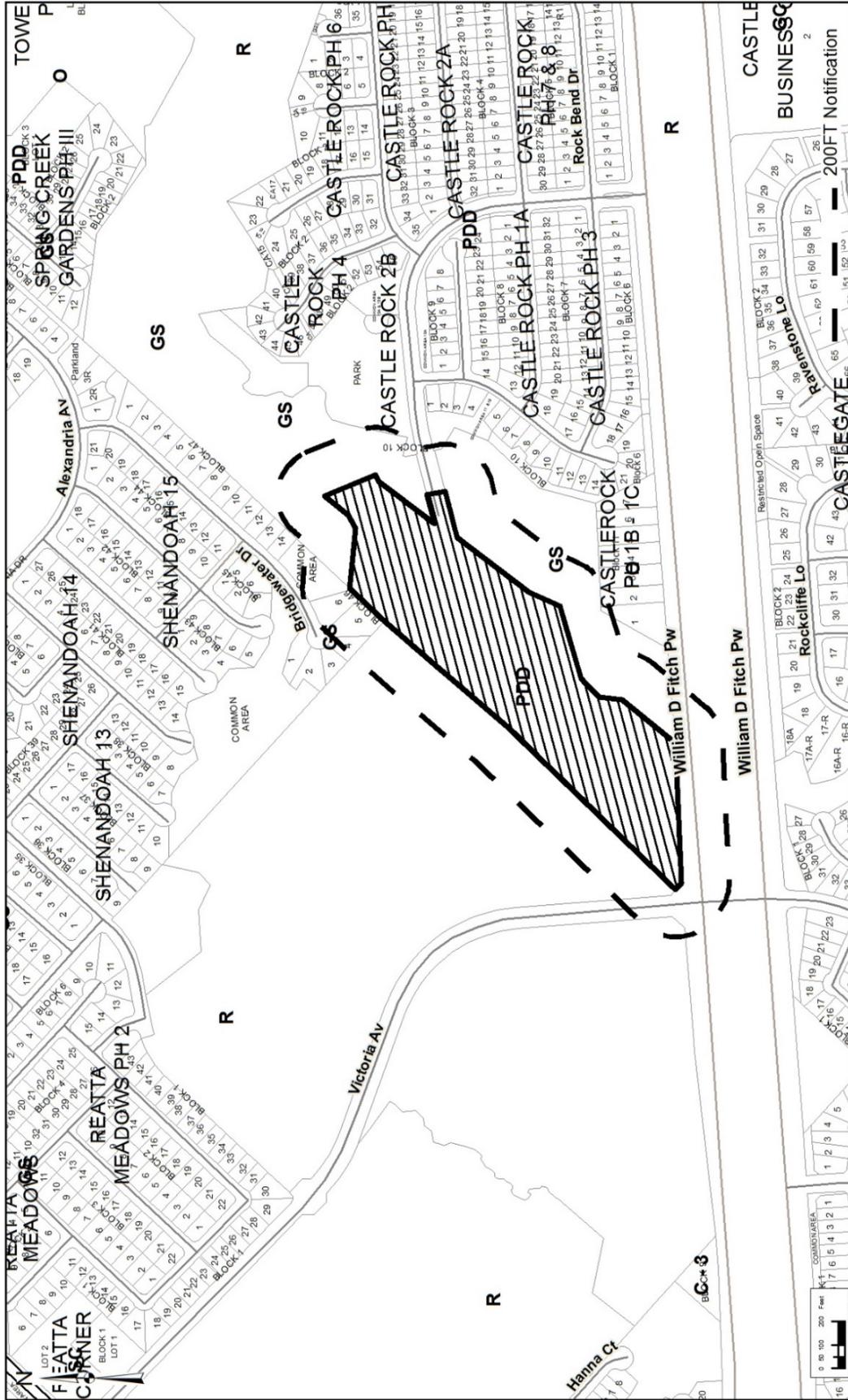
REZONING

Case: REZ2015-000030

PHILLIPS SQUARE REZONING

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	C-U	College and University	OV	Corridor Overlay
T	Townhouse	R & D	Research and Development	RDD	Redevelopment District
		P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

PHILLIPS SQUARE REZONING

REZONING

Case: REZ2015-000030

200FT Notification

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT TO AMEND THE CONCEPT PLAN AND THE PROPOSED USES FOR APPROXIMATELY 19.74 ACRES BEING OUT OF THE ROBERT STEVENSON SURVEY, A-54 BRAZOS COUNTY, TEXAS, ALSO BEING PART OF LAND OWNED BY GREENS PRAIRIE INVESTERS LTD, AS RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, GENERALLY LOCATED AT 529 WILLIAM D. FITCH PARKWAY, MORE GENERALLY LOCATED AT THE NORTHEAST CORNER OF WILLIAM D. FITCH PARKWAY AND VICTORIA AVENUE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

PASSED, ADOPTED and APPROVED this 11th day of February, 2016

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

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 PDD Planned Development District to PDD Planned Development District, shown graphically in Exhibit "B", with the restrictions listed in Exhibit "C" and in accordance with the Concept Plan shown in Exhibit "D" and Exhibit "E" and the Concept Plan Notes listed in Exhibit "F":

**METES AND BOUNDS DESCRIPTION
OF A 19.74 ACRE TRACT
ROBERT STEVENSON SURVEY, A-54
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 19.74 acres, out of the Robert Stevenson Survey, A-54, Brazos County, Texas, also being part of the 20.4821 acres tract of land owned by Green Prairie Investors LTD, as recorded in Volume 7366, Page 294 of the Brazos County Official Records (B.C.O.R.), the 19.74 acre tract being more particularly described by metes and bounds as follows, with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

BEGINNING at a 5/8" iron rod found for the west corner of this tract, also being the south corner of the called 153.22 acres tract of land owned by Gary Seaback as recorded in Volume 2957, Page 186 of the B.C.O.R., also being a point along the north right-of-way line of State Highway 40, a variable width right-of-way, said 5/8" iron rod having Texas State Plane Coordinate Value of X= 3572044.93, Y = 10188135.83;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract the following calls and distances:

North 42°49'39" East, a distance of 235.00 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°40'05" East, a distance of 801.11 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°21'39" East, a distance of 459.98 feet to a 5/8" iron rod found for an angle point of this tract;

North 42°37'32" East, a distance of 232.18 feet to a 5/8" iron rod found for an angle point of this tract, also being a point along the southeast boundary line of the said called 153.22 acres Seaback tract;

THENCE along the common line between this tract and the said called 153.22 acres Seaback tract, passing the said called 153.22 acres Seaback tract and continuing along the remainder of the called 50 acres tract of land now or formerly owned by Anna Ferguson as recorded in Volume 304, Page 182 of the Brazos County Deed Records (B.C.D.R.), North $43^{\circ}11'17''$ East, a distance of 212.61 feet to a $5/8''$ iron rod found for a northwest corner of this tract, also being a point along the southeast boundary line of the said remainder of the called 50 acres Ferguson tract, also being the west corner of the called 60.153 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 60.153 acres City of College Station tract the following calls and distances:

South $84^{\circ}17'08''$ East, a distance of 258.24 feet to a $5/8''$ iron rod found for a northwest corner of this tract;

North $61^{\circ}41'00''$ East, a distance of 63.26 feet to a $5/8''$ iron rod found for a northwest corner of this tract;

North $39^{\circ}32'28''$ East, a distance of 127.86 feet to a $5/8''$ iron rod found for the north corner of this tract;

South $22^{\circ}15'36''$ East, a distance of 231.42 feet to a $5/8''$ iron rod found for a northeast corner of this tract;

South $64^{\circ}46'47''$ West, a distance of 30.60 feet to a $5/8''$ iron rod found for a northeast corner of this tract;

South $37^{\circ}27'28''$ West, a distance of 297.28 feet to a $5/8''$ iron rod found for a northeast corner of this tract;

North $75^{\circ}46'04''$ East, a distance of 104.82 feet to a $5/8''$ iron rod set for a northeast corner of this tract, also being the a point along the south boundary line of the said called 60.153 acres City of College Station tract;

THENCE severing the said 20.4821 acres Greens Prairie Investors tract, South $09^{\circ}37'02''$ East, a distance of 80.28 feet to a $5/8''$ iron rod set for the east corner of this tract, also being a point along the north boundary line of the called 10.416 acres tract of land owned by the City of College Station, as recorded in Volume 6974, Page 241 of the B.C.O.R.;

THENCE along the common line between this tract and the said called 10.416 acres City of College Station tract the following calls and distances:

South 75°45'41" West, a distance of 199.67 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 37°27'28" West, a distance of 383.68 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 24°08'01" West, a distance of 143.13 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 73°27'09" West, a distance of 317.77 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 47°17'22" West, a distance of 108.60 feet to a 5/8" iron rod found for a southeast corner of this tract;

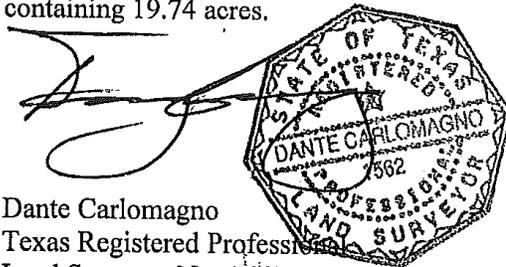
South 05°28'07" West, a distance of 100.09 feet to a 5/8" iron rod found for a southeast corner of this tract;

South 39°39'40" West, a distance of 290.73 feet to a 5/8" iron rod found for the south corner of this tract, also being the west corner of the said called 10.416 acres City of College Station tract, also being a point along the said north right-of-way of State Highway 40;

THENCE along the said north right-of-way of State Highway 40 the following calls and distances:

S 85°17'35" W, a distance of 1.07 feet to a concrete monument with a brass cap found for a southwest corner of this tract;

S 86°16'50" W, a distance of 638.99 feet to the **PLACE OF BEGINNING** containing 19.74 acres.



Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-07-07-rezone-19ac.doc
07/07/2010

EXHIBIT “C”**Purpose & Intent:**

“The proposed development will provide a mix of uses necessary to support the demands for such uses resulting from the single-family residential developments in the vicinity of this development. Also, the multi-family component will provide an alternative to the single-family residential options available in this area. The development is anticipated to have a mix of uses with adequate pedestrian and vehicular accessibility and connectivity.”

Permitted Uses:

Commercial
Multi-Family

GC General Commercial, and MF Multi-Family, are the base, underlying zoning districts, as applicable. At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance, unless specified below.

**Additional Restrictions/ Requirements are listed in Exhibit “E” – Concept Plan Notes*

Height: The range of future building heights is from 15 feet to 55 feet.

Meritorious Modifications Granted:

- **Streets and Alleys, Table V, BCS Design Guidelines**
The right-of-way width for the “Commercial Street” shown on the Concept Plan is 71 feet. Generally an 85-foot right-of-way is required for a collector in an urban context. Design requirements will be in accordance with the UDO and BCS Unified Design Guidelines. A bike lane that prohibits parking is required to be included on the “Commercial Street” to support the reduction of right-of-way width.
- **Section 5.2 “Residential Dimensional Standards” and Section 5.4 “Non-Residential Dimensional Standards”**
A reduction of building setbacks along the “Commercial Street” to 10 feet for all uses. All parking and landscaping requirements will be in accordance with the UDO.
- **Section 7.1.H.2 “Single Family Protection” of the Unified Development Ordinance**
Although the adjacent City-owned property is zoned R-1 Single-Family Residential, it is not considered as a single-family use for the purpose of limiting height or increasing the setback for multi-family or non-residential buildings adjacent to the City-owned property.
- **Section 7.6 “Buffer Requirements” of the Unified Development Ordinance**
There are no buffers required where development is adjacent to the City-owned property. All other buffers are proposed to be in compliance with the UDO.
- **Section 8.2.A.10 “Blocks” of the Unified Development Ordinance**
Variation from the 800-foot maximum block length requirement. No public streets are proposed to connect to Castle Rock Parkway within this development. The block length along the southern right-of-way of Castle Rock Parkway is 850 feet within this development and 1,310 feet to the

first intersecting street in the Castle Rock Subdivision. The block length along the northern right-of-way of Castle Rock Parkway is 760 feet within this development and 1,540 feet to the first intersecting street in the Castle Rock Subdivision. The Concept Plan includes a “Private Driveway and Cross Access Easement” through the property that will meet minor collector standards for access and driveway spacing and lane width. This private drive reduces the block length by approximately 200 feet on the north side of Castle Rock Parkway and approximately 300 feet on the south side of Castle Rock Parkway.

- **Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance**
In the section of street where the multi-use path parallels the “Commercial Street,” an additional sidewalk will not be required along that side of the street.

Traffic / Transportation:

The proposed phasing of the development is such that no more than 420 vehicle trips may be generated by the proposed development before the connection to William D. Fitch or Victoria Avenue must be made. The additional 420 trips on Castle Rock Parkway (in addition to the existing 827 trips from the homes in the Castle Rock subdivision) would retain the current Level of Service of “B.” The estimated trip generation of Castle Rock Subdivision (at full build out) along Castle Rock Parkway is 2,621 vehicle trips. With the additional maximum trips proposed by the PDD zoning (420 trips before alternate access must be provided) the vehicle trips per day on Castle Rock Parkway would be approximately 3,041, well below the maximum capacity of 5,000 trips. Though additional trips will be generated, the proposed development provides alternate vehicular, bicycle and pedestrian circulation routes as well as additional commercial opportunities that are not currently available in the immediate area.

Greenways / Floodplain:

The Concept Plan is proposing to designate approximately 1.1 acres (0.89 acres of FEMA floodplain) as a “no disturbance” area. This area was determined by using a 75-, 50-, or 25-foot setback from the stream conveyance area, as noted (and shown graphically) on the Concept Plan. The project / property is required to comply with the No Adverse Impacts (NAI) ordinance. The more restrictive of the two shall apply.

Additional Conditions:

- A bike lane be provided on the “Commercial Street.”
- A right-turn deceleration lane be provided at the intersection of “Commercial Street” and State Highway 40.
- Right-turn lanes be provided at each intersection of the “Private Drive” with the “Commercial Street” and Castle Rock Parkway.

EXHIBIT "E"



EXHIBIT "F"

CONCEPT PLAN NOTES:

1. THE LAND USES PROPOSED FOR THIS PROPERTY ARE AS LISTED AND SHOWN ON THIS PLAN.

COMMERCIAL

MEETING THE REQUIREMENTS OF GC, GENERAL COMMERCIAL ZONING CLASSIFICATION

MULTI-FAMILY

MULTI-FAMILY DENSITIES, SETBACKS AND OTHER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE MF ZONING CLASSIFICATION.

2. THE RANGE OF BUILDING HEIGHTS IS ANTICIPATED TO BE FROM 15' TO 55'.
3. THE STORM WATER DRAINAGE FROM THIS SITE FLOWS INTO THE ADJACENT PROPERTY OWNED BY THE CITY OF CASTLE ROCK STATION AND THEN INTO SPRING CREEK OR TRIBUTARY A2 OF SPRING CREEK. THE EXTENSION OF CASTLE ROCK PARKWAY TO THIS SITE INCLUDED THE CONSTRUCTION OF A STORM SEWER PIPE WHICH CAN BE USED TO COLLECT THE RUNOFF FROM THE DEVELOPED SITE AND CONVEY IT TO TRIBUTARY A2 AT THE BOX CULVERT STRUCTURE CONSTRUCTED FOR CASTLE ROCK PARKWAY. STORM WATER REQUIREMENTS WILL BE IN ACCORDANCE WITH THE UDO.
4. THE DETENTION POND FOR THIS SITE IS LOCATED ON SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINT DEVELOPMENT.
5. THE GENERAL BULK OR DIMENSIONAL VARIATIONS (MERITORIOUS MODIFICATIONS) SOUGHT ARE AS FOLLOWS.
- A. THE RIGHT-OF-WAY FOR THE COMMERCIAL STREET SHOWN ON THE CONCEPT PLAN WILL BE 71' IN WIDTH. DESIGN REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE UDO AND UNIFIED DESIGN GUIDELINES. BUILDING SETBACKS ALONG THE COMMERCIAL STREET MAY BE REDUCED TO 10'. ALL PARKING AND LANDSCAPING REQUIREMENTS, HOWEVER, MUST BE IN ACCORDANCE WITH THE UDO.
- B. IN THE SECTION OF THE STREET WHERE THE MULTI-USE PATH PARALLELS THE COMMERCIAL STREET, A SIDEWALK WILL NOT BE REQUIRED ALONG THAT SIDE OF THE STREET.
- C. BUFFER AREAS WILL BE IN ACCORDANCE WITH THE UDO EXCEPT THERE WILL BE NO BUFFERS REQUIRED WHERE DEVELOPMENT IS ADJACENT TO THE CITY OWNED PROPERTY.
- D. THE CITY OWNED PROPERTY ADJACENT TO THIS TRACT WILL NOT BE DEVELOPED ALTHOUGH IT IS ZONED R-1. THE LAND SHALL NOT BE CONSIDERED AS SINGLE-FAMILY USE FOR THE PURPOSE OF LIMITING HEIGHT OR INCREASING THE SETBACK FOR MULTI-FAMILY OR NON-RESIDENTIAL BUILDINGS ADJACENT TO THE CITY OWNED PROPERTY.
- E. A VARIANCE FROM THE REQUIREMENTS OF UDO SECTION 8.2.A.10 "BLOCKS" IS REQUESTED TO THE EIGHT HUNDRED FEET (800') MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG THE SOUTH RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS ±1,020 FEET WITHIN THIS DEVELOPMENT AND ±1,483 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTH RIGHT OF WAY OF CASTLE ROCK PARKWAY IS ±835 FEET WITHIN THIS DEVELOPMENT AND ±1,975 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION.
- F. ITEMS NOT INCLUDED IN THE REQUESTED VARIATIONS WITH THIS POD WILL MEET ALL REQUIREMENTS OF THE UDO.
6. PUBLIC ACCESS EASEMENTS OR RIGHT-OF-WAY WILL BE DEDICATED TO ALLOW FOR THE CONSTRUCTION OF THE MULTI-USE PATH SHOWN ON THIS PLAN. THE DESIGN AND CONSTRUCTION PLANS, THE DEDICATION OF LAND OR ACCESS EASEMENTS AND A FINANCIAL GUARANTEE FOR ITS CONSTRUCTION FOR THE MULTI-USE PATH WILL OCCUR WITH PHASE 1 OF THE DEVELOPMENT OF THIS PROPERTY. THE MULTI-USE PATH MAY BE CONSTRUCTED IN PHASES AS DEVELOPMENT OCCURS ON EACH PORTION OF THE TRACT OR ON THE ADJACENT TRACT.
7. THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 26-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT LEAST 3- FEET FROM BACK OF CURB ON EACH SIDE WITH ADA RAMPS (10-FOOT WIDTH IF IT ALSO SERVES AS THE MULTI-USE PATH), PARALLEL PARKING ALLOWED IF WIDER CROSS-SECTION IS CONSTRUCTED, AND WILL MEET FIRE LANE STANDARDS. THE CENTERLINE RADIUS WILL MEET RESIDENTIAL STREET STANDARDS.
8. CROSS ACCESS WILL BE PROVIDED FOR TRAFFIC TO GO BETWEEN THE COMMERCIAL DEVELOPMENT AND THE DUKE TRACT BETWEEN WILLIAM D. FITCH AND THE COMMERCIAL STREET. THE LOCATION OF THIS CROSS ACCESS WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
9. 1.1 ACRES OF THIS PROPERTY, 0.89 ACRES OF WHICH IS IN THE SPECIAL FLOOD HAZARD AREA, WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE APPROXIMATE LOCATION OF THIS 1.1 ACRES IS SHOWN ON THIS PLAN. THE LIMITS OF THE 1.1 ACRES WAS DETERMINED BY USING A 75, 50 OR 25 FOOT SETBACK FROM THE STREAM CONVEYANCE AREA AS NOTED ON THE PLAN. NO DISTURBANCE IS PROPOSED FOR THIS AREA. THEREFORE THE AREA CANNOT BE USED FOR MITIGATION THAT MAY BE REQUIRED BY THE DEVELOPMENT FOR THE NO ADVERSE IMPACT ORDINANCE REQUIREMENTS.
10. PEDESTRIAN AND BICYCLE CIRCULATION WILL BE PROVIDED THROUGHOUT THE PROJECT AS REQUIRED BY THE UDO. THE PUBLIC COMMERCIAL STREET AND THE PRIVATE DRIVEWAY SHOWN TO PROVIDE CROSS ACCESS WILL HAVE A SIDEWALK OR MULTI-USE PATH ON EACH SIDE. EXACT LOCATION AND DETAILS OF THESE FACILITIES WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL. CASTLE ROCK PARKWAY WILL HAVE BIKE LANES AND SIDEWALKS ON EACH SIDE.
11. THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER TO LIMIT THE TRAFFIC ONTO CASTLE ROCK PARKWAY FROM THIS DEVELOPMENT THROUGH THE CASTLE ROCK SUBDIVISION. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT TO WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT THE TOTAL PROJECTED TRAFFIC FROM THIS DEVELOPMENT IS LESS THAN 420 VPD. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA AVENUE IS PROVIDED.
12. PRIVATE DRIVEWAYS AND CROSS ACCESS EASEMENTS WILL BE MAINTAINED BY THE P.O.A. (PROPERTY OWNER ASSOCIATION).



Legislation Details (With Text)

File #: 16-0067 **Version:** 1 **Name:** Comprehensive Plan Amendment - 1700 Graham Road

Type: Comprehensive Plan **Status:** Agenda Ready

File created: 1/28/2016 **In control:** City Council Regular

On agenda: 2/11/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial and Natural Areas Reserved to Urban for approximately 11 acres located at 1700 Graham Road, more generally located near the southwest corner of Graham Road and Longmire Drive. Case #CPA2015-000010

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: [Background](#)
[Aerial](#)
[0 ORD Com Plan amend 1700 Graham FINAL.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Suburban Commercial and Natural Areas Reserved to Urban for approximately 11 acres located at 1700 Graham Road, more generally located near the southwest corner of Graham Road and Longmire Drive. Case #CPA2015-000010

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on January 21, 2016 and voted 5-0-1 to recommend approval.

Summary: The applicant has requested the proposed amendment to Urban from Suburban Commercial and Natural Areas Reserved as a step toward permitting a multi-family development on approximately 11 acres located at the southwest corner of Graham Road and Longmire Drive.

REVIEW CRITERIA

- 1. Changed or changing conditions in the subject area or the City:** The subject property is designated as Suburban Commercial and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The surrounding land uses include General Suburban, Suburban Commercial, Medical Use, and Natural Areas Reserved. The applicant has requested the proposed amendment to Urban as a step toward permitting a multi-family development.

In October 2012, the Medical District Master Plan was created. The project consultant on the Medical District Plan initially proposed this area as Mixed Urban Residential. Property owners in the area were contacted and stakeholder groups were asked for feedback on the land use proposals. Due to the feedback received, it was determined that Urban style housing should be located on the east side of State Highway 6 South. Part of the attraction for having housing on the east side included access to trails and availability of land to provide a unique district. Development of medical uses on the east side of State Highway 6 South is currently growing.

A number of residents involved in the development of the Medical District Plan have again voiced their concerns. Staff has received communication from property owners stating they do not want Urban type development along Graham Road. Due to the recent adoption of the Medical District plan, and the opportunity for multi-family housing development on the east side of State Highway 6 South, an Urban Land Use Designation would not be appropriate in this location.

2. **Scope of the request:** The applicant requests to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately 11 acres from Suburban Commercial and Natural Areas Reserved to Urban. This amendment will allow for very intense level of development activity consisting of townhomes, duplexes, and high-density apartments.
3. **Availability of adequate information:** Properties in this area are served by College Station Utilities with limited capacity for sanitary sewer in the downstream lift station. Wastewater demands and further downstream capacity analysis will be needed with further site development. The site's trip generation will also need to be analyzed again with the site plan application to verify that additional improvements to the transportation system are not warranted. Lastly, a drainage analysis has not been submitted for the area changing from Natural Areas-Reserved to Urban and will also need to be submitted with the site plan.
4. **Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. This area was recently studied as an option for an Urban land use and ultimately determined it is not appropriate.

Relevant Strategies identified in the Plan to achieve this goal include:

- Establish and protect distinct boundaries between various character areas:
The subject tract is adjacent to established single-family subdivisions. The closest existing multi-family zoned development is approximately a mile away on the northern side of Graham Road and is used for senior housing. Area designated as Urban on the Future Land Use and Character Map allows for very intense levels of development activity consisting of townhomes, duplexes, and high-density multi-family projects. An amendment to Urban in this location does not match the character of the area.

5. **Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The subject area is currently designated as Suburban Commercial and Natural Areas Reserved on the Comprehensive Plan Future Land Use and Character Map. The proposed amendment is to Urban.

Suburban Commercial is intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of Suburban Commercial structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use.

Natural Areas Reserved is intended for areas that represent a constraint to development and that

should be preserved for their natural function or for open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities.

Urban is intended for areas that should have a very intense level of development activity. These areas will tend to consist of townhomes, duplexes, and high-density apartments.

Graham Road and Longmire Drive are designated as 2-lane major collectors (General Suburban context) on the City's Thoroughfare Plan.

6. **Compatibility with the surrounding area:** The applicant requests an amendment to Urban on approximately 11 acres of an approximate 17 acre tract. The remaining area of the tract, on the eastern boundary of this request, will remain Suburban Commercial and Natural Areas Reserved and is currently undeveloped. A portion of the subject area is bound by Longmire Drive. Land across Longmire Drive is designated General Suburban on the Future Land Use and Character Map and developed as a single-family subdivision.

Adjacent to the west is property designated as Suburban Commercial, but the property is currently developed with a single-family home on a large acreage tract.

To the north, across Graham Road, is an existing commercial warehouse business, zoned R Rural. This property is designated on the Future Land Use and Character Map as Natural Areas Reserved, Suburban Commercial, and Natural Areas Reserved.

To the south is a large acreage single-family residential tract, currently zoned O Office. This property is designated as Suburban Commercial on the Future Land Use and Character Map.

The larger area is currently developed with multiple single-family subdivisions, commercial, and medical uses. Adjacent properties are zoned R Rural with the exception of the Dove Crossing Subdivision, which is zoned General Suburban. An Urban designation in this area states that high-density residential development, including apartment complexes, is appropriate. This designation is not appropriate given the distance away from the University combined with the single-family residential character of the area.

7. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water service to the subject tract may be provided by an existing 8-inch line projected to the southern corner of the property from the adjacent tract to the west, and a 12-inch waterline along the northern side of Graham Road. Domestic and fire flow demands will necessitate future water main extensions at the time of site development. These utilities will be required to be designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject tract also has an 18-inch sanitary sewer line crossing the northern portion of the property. The proposed Urban Land Use will be creating more density, and there are currently capacity concerns regarding the downstream lift station. Further analysis will be required, but it is anticipated that this development will need to show the necessity for lift station improvements with further site development.

Stormwater from the site generally discharges to the east within the Lick Creek Drainage Basin. With site development, detention will be required. Also, further drainage analysis will be needed to identify the limits of the 100-year flood path and the impacts of reclaiming portions of the flood prone areas. Drainage improvements are required to be designed and constructed in accordance with the BCS Unified Stormwater Design Guidelines, and site development impacts on the drainage system will be evaluated further at that time.

Impacts to the transportation network for the proposed land use should not be significant. As part of the rezoning accompanying this Comprehensive Plan Amendment, a Traffic Impact Analysis letter was

provided indicating that less than 150 trips are anticipated during the peak hour. The site's trip generation will be analyzed again with the site plan application to verify that additional improvements to the transportation system are not warranted.

8. **Impact on the City's ability to provide, fund, and maintain services:** An amendment to Urban will allow for increased density. At this time there are concerns regarding sanitary sewer capacity. Other City services will not be affected by this amendment.
9. **Impact on environmentally sensitive and natural areas:** The land use designation for a small portion of the property is proposed to be changed from Natural Areas Reserved to Urban. The subject property is located in the Lick Creek drainage basin and contains non-FEMA regulated, flood prone areas. This change would recognize that a more intense development is permissible on an area of land that is currently undeveloped and intended to be preserved in its natural state. Further drainage analysis will be required with future site development, but it is unclear at this time what impacts this request will have on the drainage system.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed amendment from Suburban Commercial to Urban on approximately 11 acres is not in line with the Comprehensive Plan and recent stakeholder input provided in the development of the Medical District Plan.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Background Information
3. Aerial Map
4. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 21, 2016
Advertised Council Hearing Date: February 11, 2016

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:

- Dove Crossing
- Bridle Gate Estates
- Springbrook
- Lakeside Village

Property owner notices mailed: None
Contacts in support: None
Contacts in opposition: 24

General concerns include the impact of a multi-family development on the single-family character of the neighborhood, the effect on property values, and traffic impacts.

Inquiry contacts: None

This request is related to the pending application for a PDD rezoning.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Graham Road)	Natural Areas – Reserved Suburban Commercial	R Rural	Commercial Warehouse
South	General Suburban	O Office	Single-Family Residential
East	Suburban Commercial Natural Areas - Reserved	R Rural	Vacant
West	Pending City initiated amendment from Suburban Commercial to General Suburban	R Rural GS General Suburban	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: December 1993
Zoning: A-O Agricultural Open upon annexation (1993)
Renamed R Rural (2013)
Final Plat: Unplatted
Site development: Undeveloped



Case: COMP PLAN AMENDMENT
CPA2015-000010

1700 GRAHAM RD

DEVELOPMENT REVIEW



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP FROM SUBURBAN COMMERCIAL AND NATURAL AREAS RESERVED TO URBAN, FOR APPROXIMATELY 11 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAHAM ROAD AND LONGMIRE DRIVE, 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 “Comprehensive Plan of the City of College Station” is hereby amended by adding a new Subsection C.2.m of Exhibit “A” thereto as set out in Exhibit “A” attached hereto and made a part hereof; and by amending the “Comprehensive Plan Future Land Use and Character Map,” as set out in Exhibit “B” attached hereto for the identified area and made a part hereof for all purposes.

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

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

PASSED, ADOPTED and APPROVED this 11th day of February, 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That ordinance no. 3186 adopting the “Comprehensive Plan of the City of College Station” as amended, in hereby amended by adding a new Subsection C.2.m to Exhibit “A” of said plan for Exhibit “A” to read in its entirety as follows:

“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.
- b. Chapter 6 “Transportation” by amending the text regarding Complete Streets, Context Sensitive Solutions, Minimum Length and Additional Right-of-Way for Turn Lanes at Intersections, and Right-of-Way for Utilities – Ordinance 3729, dated December 10, 2015.
- c. Chapter 2 “Community Character,” Chapter 3 “Neighborhood Integrity,” Chapter 4 “Economic Development,” Chapter 5 “Parks, Greenways, and the Arts,” and Chapter 7 “Municipal Services and Community Facilities” by amending the text based on the recommendation of the Comprehensive Plan Five-Year Evaluation & Appraisal Report – Ordinance 3730 dated December 10, 2015.

2. Future Land Use and Character Map Amendment:

- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
- b. Richards Subdivision – Ordinance 3376, dated October 2011.
- c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
- d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
- e. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
- f. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
- g. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
- h. 3715 Rock Prairie Road West – Ordinance 3596, dated August 25, 2014.
- i. 4201 Rock Prairie Road – Ordinance 3670, dated July 9, 2015.
- j. The approximately 40 acres of land generally located east of FM 2154 (aka Wellborn Road), south of the Southern Trace Subdivision, west of State Highway 40 (aka William D. Fitch Parkway), and north of Westminster Subdivision – Ordinance 3731, dated December 10, 2015.
- k. The approximately 120 acres of land generally located south of Barron Cut-Off Road, west of WS Phillips Parkway, north of the Castlegate II Subdivision, and east of the Wellborn Community – Ordinance 3732, dated December 10, 2015.
- l. The approximately 900 acres of land generally located south of Greens Prairie Road West, east of the Sweetwater Subdivision, and north of Arrington Road – Ordinance 3733, dated December 10, 2015.
- m. The approximately 11 acres of land generally located at the southwest corner of Graham Road and Longmire Drive – by this Ordinance dated February 11, 2016.

3. Concept Map Amendment:
 - a. Growth Area IV – Ordinance 3376, dated October 2011.
 - b. Growth Area V – Ordinance 3376, dated October 2011.
4. Thoroughfare Map Amendment:
 - a. Raintree Drive – Ordinance 3375, dated October 2011.
 - b. Birkdale Drive – Ordinance 3375, dated October 2011.
 - c. Corsair Circle – Ordinance 3375, dated October 2011.
 - d. Deacon Drive – Ordinance 3375, dated October 2011.
 - e. Dartmouth Drive – Ordinance 3375, dated October 2011.
 - f. Farm to Market 60 – Ordinance 3375, dated October 2011.
 - g. Southwest Parkway – Ordinance 3375, dated October 2011.
 - h. Cain Road extension – Ordinance 3639, dated February 26, 2015.
 - i. Update to Chapter 6 Maps- Ordinance 3729, dated December 10, 2015.
5. Bicycle, Pedestrian and Greenways Master Plan Amendment:
 - a. Cain Road extension – Ordinance 3639, dated February 26, 2015
 - b. Update to Maps 5.4 and 5.5- Ordinance 3729, dated December 10, 2015.

D. General

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

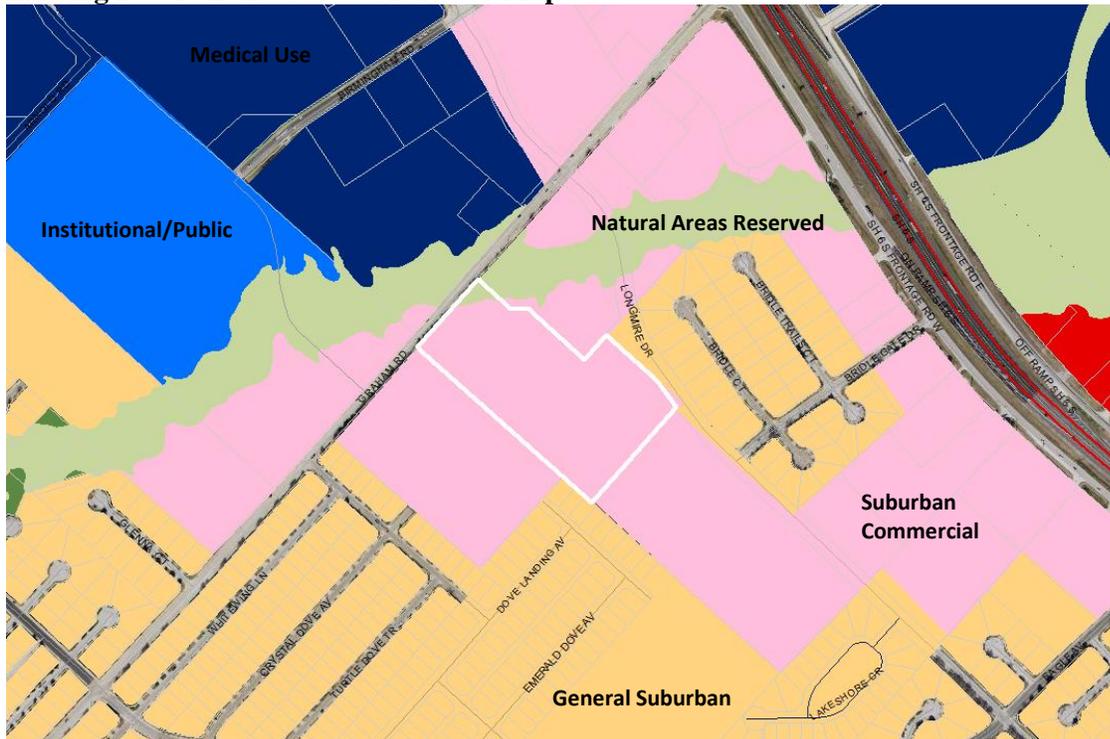
Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.

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

EXHIBIT “B”

That the “Comprehensive Plan of the City of College Station” is hereby amended by amending a portion of the map titled “Map 2.2-Future Land Use & Character” of Chapter 2 – Community Character” from Suburban Commercial and Natural Areas Reserved to Urban shown as follows:

Existing Future Land Use & Character Map





Legislation Details (With Text)

File #: 16-0068 **Version:** 1 **Name:** PDD Rezoning - Residences at College Station

Type: Rezoning **Status:** Agenda Ready

File created: 1/28/2016 **In control:** City Council Regular

On agenda: 2/11/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 11 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 25.6 acre tract described in the deed from R. B. Tolson to Myrtle L. Tolson (conveying an undivided 1/2 interest) recorded in Volume 3115, Page 35, of the Official Records of Brazos County, Texas, generally located at 1700 Graham Road, and more generally located near the southwest corner of Graham Road and Longmire Drive. Case #REZ2015-000032

Sponsors: Jessica Bullock

Indexes:

Code sections:

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to PDD Planned Development District for approximately 11 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 25.6 acre tract described in the deed from R. B. Tolson to Myrtle L. Tolson (conveying an undivided 1/2 interest) recorded in Volume 3115, Page 35, of the Official Records of Brazos County, Texas, generally located at 1700 Graham Road, and more generally located near the southwest corner of Graham Road and Longmire Drive. Case #REZ2015-000032

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item on January 21, 2016 and voted 5-0-1 to recommend approval.

Summary: The applicant is requesting a PDD Planned Development District zoning on approximately 11 to build a multi-family development. The PDD uses a base zoning district of MF Multi-Family.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The existing Future Land Use and Character designation on the property is Suburban Commercial and Natural Areas - Reserved, with a pending application to amend to Urban.

Land Use - Suburban Commercial: intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of these structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use.

Land Use - Natural Areas Reserved: intended for areas that represent a constraint to development and that should be preserved for their natural function or for open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities.

Land Use - Urban: intended for areas that should have a very intense level of development activity. These areas will tend to consist of townhomes, duplexes, and high-density apartments.

During the creation of the Medical District Plan, adopted in October 2012, this area was initially looked at as an option for Mixed Urban Residential. Property owners were contacted and stakeholder groups were asked for feedback on the land use proposals. Due to the feedback received, it was ultimately determined that Urban style housing would be best located on the east side of State Highway (SH) 6 South. A number of residents involved in the development of the Medical District Plan have again voiced their concerns. Staff has received communication from property owners stating they did not want an Urban type designation along Graham Road.

The proposed PDD Planned Development District zoning uses a base zoning district of MF Multi-Family with the intent to provide a housing option to young professionals employed in the Medical District. The research and feedback received in the recent creation of the plan indicates housing, especially those catered for young professionals working in the Medical District, should be located on the east side of SH 6.

If the Planning and Zoning Commission recommends approval of the Comprehensive Plan Future Land Use and Character Map amendment to Urban, the proposed PDD will be in compliance. If the Planning and Zoning Commission recommends denial of the Comprehensive Plan Future Land Use and Character Map amendment to Urban, the proposed PDD will not be in compliance.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The surrounding area is currently zoned GS General Suburban, GC General Commercial, and R Rural. Established subdivisions in the immediate area include Dove Crossing and Bridle Gate Estates. The closest multi-family zoned development is approximately a mile away, north of Graham Road and is used for senior housing.

Feedback gathered during the creation of the Medical District Plan stated multi-family is not compatible in this location. As a result the bounds of the adopted Medical District Plan no longer include this property, and urban style housing is designated on the east side of SH 6 South.

The applicant states the project will be marketed to young professionals and offers some amenities attractive to this demographic group. While the project intends to market to young professionals, features of the site currently proposed can also be marketed to other demographics. Considering trends with multi-family housing in the City, allowing a multi-family complex in this location also indicates student housing projects are appropriate.

The modifications to make the project suitable for professionals raise concerns. Reducing the number of parking spaces required in a multi-family development may result in overflow parking off-site. While the community benefits proposed have the potential to benefit the community, the current framework does not mitigate the impact on the neighborhood. The development will be gated with a detention pond, doubling as a recreation area outside of the gate. There is concern with the accessibility of the area to the public and features of the site. While there is some parking proposed near the recreation area, this may be used by residents or visitors to the site.

- 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 PDD uses a base zoning district of MF Multi-Family. The applicant states that there is an oversupply of land for commercial uses and lack of land designated for multi-family residential development. Research and feedback received during the creation of the Medical District Plan indicated this property is not suitable for multi-family use, including multi-family housing projects for young professionals of the Medical District.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property was designated as R Rural upon annexation in 1993. This district allows for large acreage and large-lot residential developments with a prevailing rural or agricultural character. Due to development in the surrounding area, R Rural is not the most suitable.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is currently zoned R Rural. Considering the density of existing residential development in the area, amount of land zoned for commercial use, and area shown on the Land Use Plan as Suburban Commercial, R Rural may not be the highest and best use.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 8-inch waterline projected to the southern corner of the property from the adjacent tract to the west, and a 12-inch waterline along the northern side of Graham Road. There is also an 18-inch sanitary sewer line crossing the northern portion of the property. There are currently capacity concerns regarding the downstream lift station, and it is anticipated that further analysis will show the necessity for lift station improvements with future site development. Detention is required in this area, where stormwater from the site generally discharges to the east within the Lick Creek Drainage Basin. With site development, further drainage analysis will need to identify the limits of the 100-year flood path and the impacts of reclaiming portions of the flood prone areas. Drainage and other

public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General: The proposed Concept Plan provides a gated multi-family development. The height of structures will range from 18-40 feet. Both attached and detached garages will be offered. The development will also provide a recreational area that will be accessible to the public.

Modifications Requested: MF Multi-Family is proposed as the base zoning district with the following modification. All other standards not expressly requested and approved will meet MF Multi-Family standards:

- **Parking:** The applicant requests to reduce the required number of parking spaces for multi-family units from 1.5 per bedroom for 1 and 2 bedroom units, to 1.79 parking spaces per unit.

Community Benefits: The applicant offers the following as community benefits:

- The detention area will be a dual use open space to also be used as a recreation area. This will be privately maintained, but open to the public. The applicant states this will be a positive feature for the complex and surrounding residences due to lacking parkland in the area.
- Will increase the required buffer yard from 10 feet to 15 feet to the single-family residential area to the west and south.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: January 21, 2016
Advertised Council Hearing Date: February 11, 2016

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:

Bridle Gate Estates
Dove Crossing

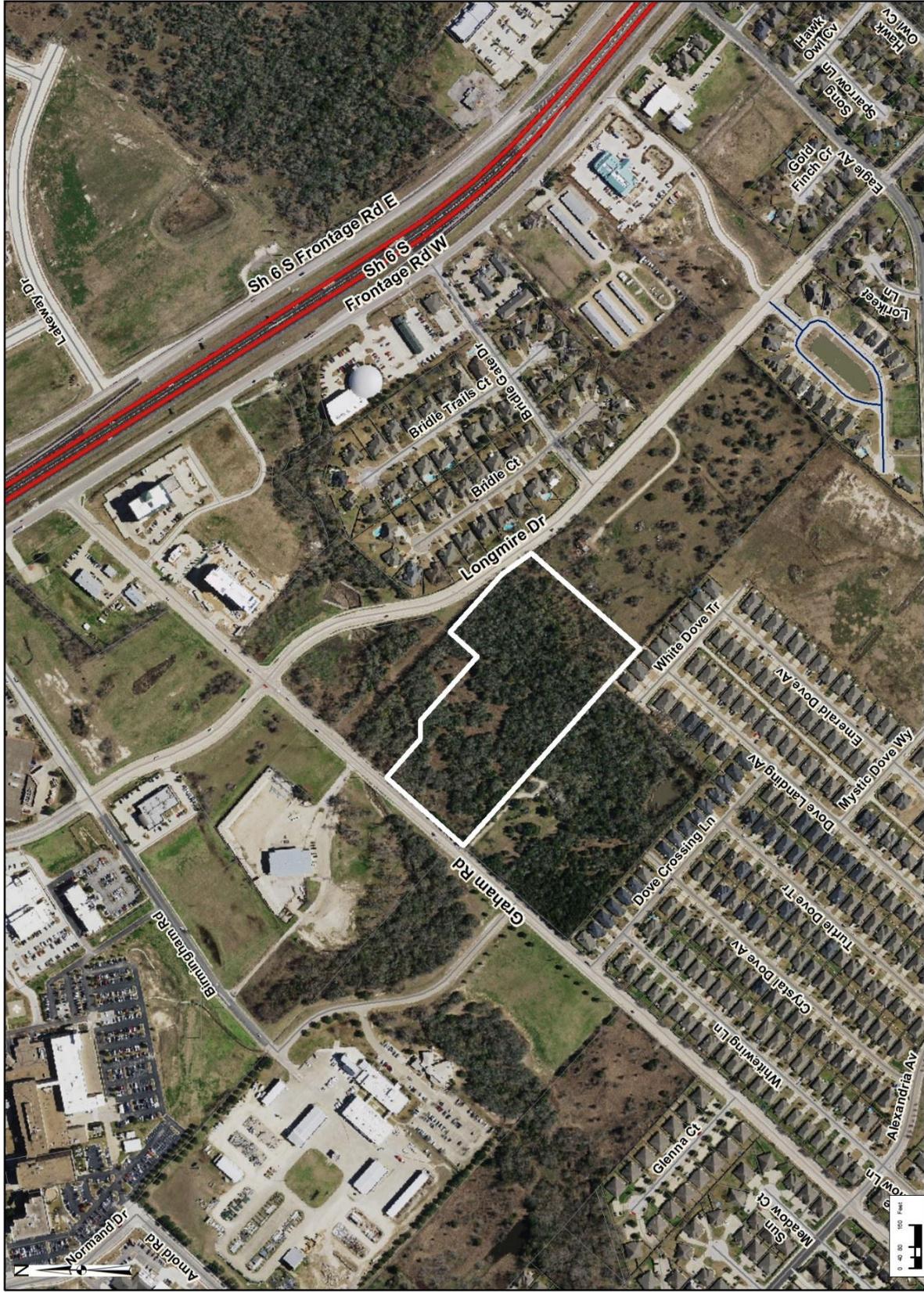
Property owner notices mailed: 22
Contacts in support: None
Contacts in opposition: 27
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (Across Graham Road)	Natural Areas – Reserved Suburban Commercial Medical Use	R Rural	Commercial Warehouse
South	Suburban Commercial	O Office	Single-Family Residential
East (Portion of tract bordered by Longmire Drive)	Suburban Commercial Natural Areas - Reserved	R Rural	Vacant
West	Suburban Commercial General Suburban	R Rural GS General Suburban	Single-Family Residential

DEVELOPMENT HISTORY

Annexation: December 1993
Zoning: A-O Agricultural Open upon annexation (1993)
Renamed R Rural (2013)
Final Plat: Unplatted
Site development: Undeveloped



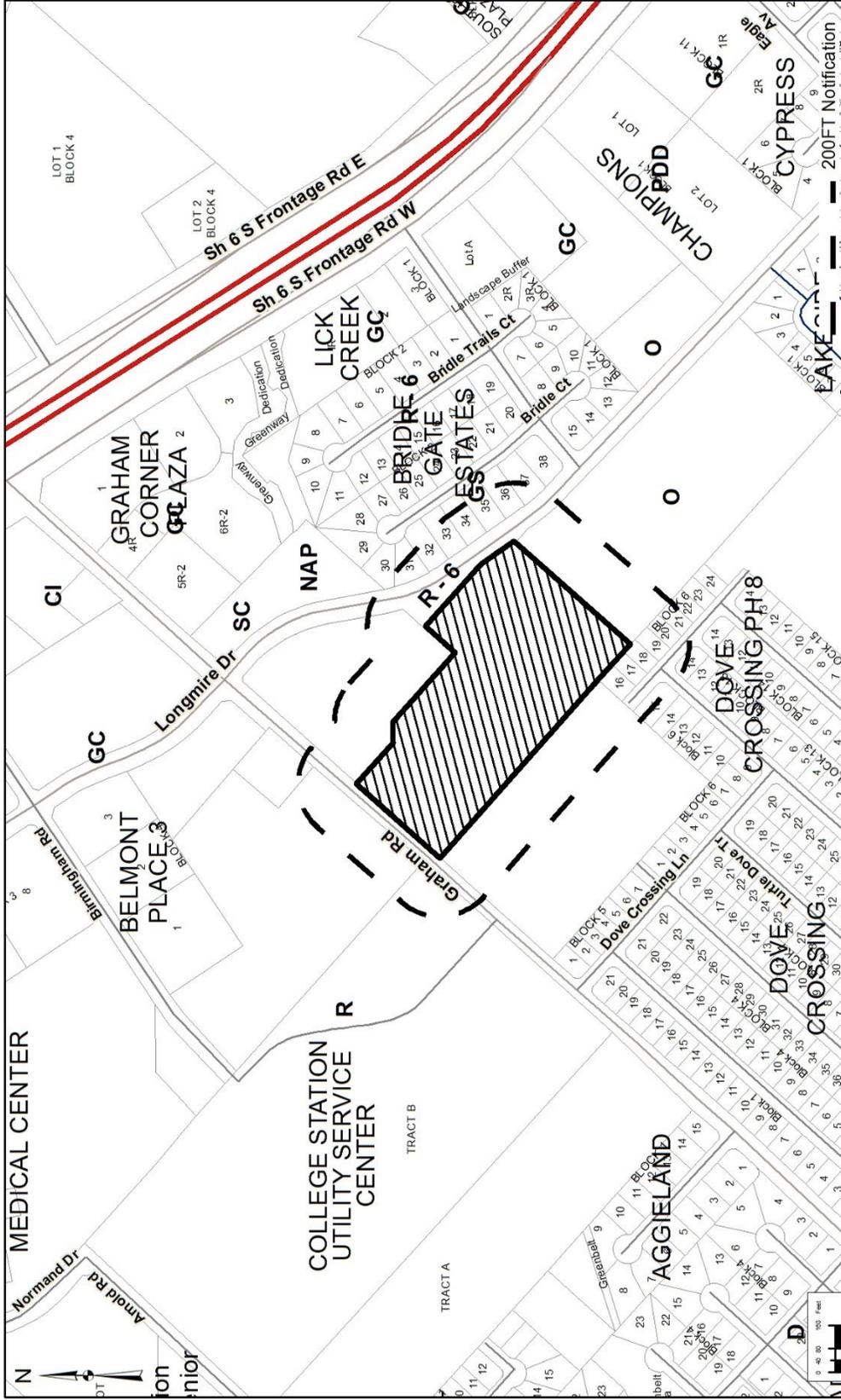
REZONING

Case: REZ2015-000032

RESIDENCES AT COLLEGE STATION

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	M-1	Medium Density Residential	NG-2	Transitional Northgate
R-1B	Single Family Residential	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	C-U	College and University	OV	Corridor Overlay
T	Townhouse	R & D	Research and Development	RDD	Redevelopment District
		P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW	RESIDENCES AT COLLEGE STATION	REZONING
Case: REZ2015-000032		



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL PDD PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 11 ACRES FOR THE PROPERTY BEING SITUATED IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 25.6 ACRE TRACT DESCRIBED IN THE DEED FROM R. B. TOLSON TO MYRTLE L. TOLSON (CONVEYING AN UNDIVIDED ½ INTEREST) RECORDED IN VOLUME 3115, PAGE 35, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, MORE GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF GRAHAM ROAD AND LONGMIRE DRIVE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B", as shown graphically in Exhibit "C", and as shown on the Concept Plan in EXHIBIT "D", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.
- PART 4: Said Ordinance will not become effective unless a deed executed for purchase of the property is recorded in the Official Records of Brazos County, Texas.

PASSED, ADOPTED and APPROVED this 11th day of February, 2016

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

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

The following property is rezoned from R Rural to PDD Planned Development District, as described in EXHIBIT "B," as graphically depicted in EXHIBIT "C", and as shown on the Concept Plan in EXHIBIT "D":

Rezoning
Myrtle L. Tolson
10.72 Acre Tract
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Field notes of a 10.72 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the 25.6 acre tract described in the deed from R. B. Tolson to Myrtle L. Tolson (conveying an undivided 1/2 interest) recorded in Volume 3115, Page 35, of the Official Records of Brazos County, Texas, and said 10.72 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod and cap set at the common corner between the beforementioned 25.6 acre tract and a 21.00 acre tract described in the deed to J. K. Development, LLP, recorded in Volume 2539, Page 71, of the Official Records of Brazos County, Texas, and in the northeast line of Lot 18, Block 6, Dove Crossing Subdivision, Phase 8, according to the plat recorded in Volume 8605, Page 224, of the Official Records of Brazos County, Texas, from which a 6" creosote post fence corner bears N 41° 31' E - 5.4 feet;

THENCE N 47° 43' 15" W along the common line between the beforementioned 25.6 acre tract and Block 6, Dove Crossing Subdivision, for a distance of 167.78 feet to a 1/2" iron rod and cap found at a 6" creosote post fence corner marking the common corner between the said Block 6, and the 10 acre tract described in the deed to D. Ralph Lee, recorded in Volume 148, Page 300, of the Deed Records of Brazos County, Texas;

THENCE N 48° 20' 02" W along the common line between the beforementioned 25.6 acre tract and the beforementioned 10 acre tract, adjacent to a fence, for a distance of 815.06 feet and corner in the southeast right-of-way line of Graham Road, from which a 1/2" iron rod found bears S 41° 35' W - 0.7 feet, and a 3" creosote post fence corner bears S 41° 29' E - 1.2 feet;

THENCE N 41° 34' 51" E along the southeast right-of-way line of Graham Road, for a distance of 382.61 feet to a 1/2" iron rod and cap set;

THENCE through the interior of the beforementioned 25.6 acre tract, as follows:

S 48° 24' 27" E for a distance of 189.77 feet to a 1/2" iron rod and cap set,
N 88° 18' 50" E for a distance of 69.25 feet to a 1/2" iron rod and cap set,
S 48° 04' 20" E for a distance of 321.12 feet to a 1/2" iron rod and cap set,
N 41° 39 27" E for a distance of 136.29 feet to a 1/2" iron rod and cap found at a 2" cedar fence post marking the west corner of a 0.260 acre - Tract 2B - Longmire Drive, described in the deed to The City of College Station, recorded in Volume 5628, Page 93, of the Official Records of Brazos County, Texas;

THENCE S 48° 19' 19" E along the southwest line of the beforementioned 0.260 acre tract, for a distance of 286.58 feet to a 1/2" iron rod and cap set in the southwest right-of-way line of Longmire Drive - 70' wide right-of-way, same being the north corner of a 0.049 acre - Tract 1B, described in the deed to The City of College Station, recorded in Volume 5782, Page 277, of the Official Records of Brazos County, Texas;

THENCE S 34° 56' 33" E along the southwest right-of-way line of Longmire Drive, same being the southwest line of the beforementioned 0.049 acre - Tract 1B, for a distance of 137.14 feet to a 1/2" iron rod and cap set at the south corner of the said 0.049 acre tract, and in a lower northwest line of a 1.377 acre - Tract 2A - Longmire Drive, described in the deed to The City of College Station, recorded in Volume 5628, Page 93, of the Official Records of Brazos County, Texas;

THENCE S 41° 40' 41" W along the lower northwest line of the beforementioned 1.377 acre - Tract 2A, for a distance of 14.27 feet and corner at a west corner of the said 1.377 acre tract, from which a 1/2" iron rod found bent bears N 72° 09' W - 0.6 feet;

THENCE S 48° 19' 19" E along a southwest line of the beforementioned 1.377 acre tract, for a distance of 0.89 feet to a 1/2" iron rod and cap set at a 6" cedar fence post, and in the common line between the beforementioned 25.6 acre tract and the beforementioned 21.00 acre tract;

THENCE S 41° 31' 21" W along the common line between the beforementioned 25.6 acre tract and the beforementioned 21.00 acre tract, adjacent to a fence, for a distance of 520.92 feet to the **PLACE OF BEGINNING**, containing 10.72 acres of land, more or less.



Surveyed: October 2015
By: *S.M.K.*
S. M. Kling
R.P.L.S. No. 2003

EXHIBIT “B”

General: The proposed PDD Planned Development District zoning uses a base zoning district of MF Multi-Family. The proposed Concept Plan provides a gated multi-family development with 192-222 dwelling units. The height of structures will range from 18-40 feet. Both attached and detached garages will be offered.

Meritorious Modifications

The following modification is approved through this PDD zoning. All other standards of the MF Multi-Family district will be met with development.

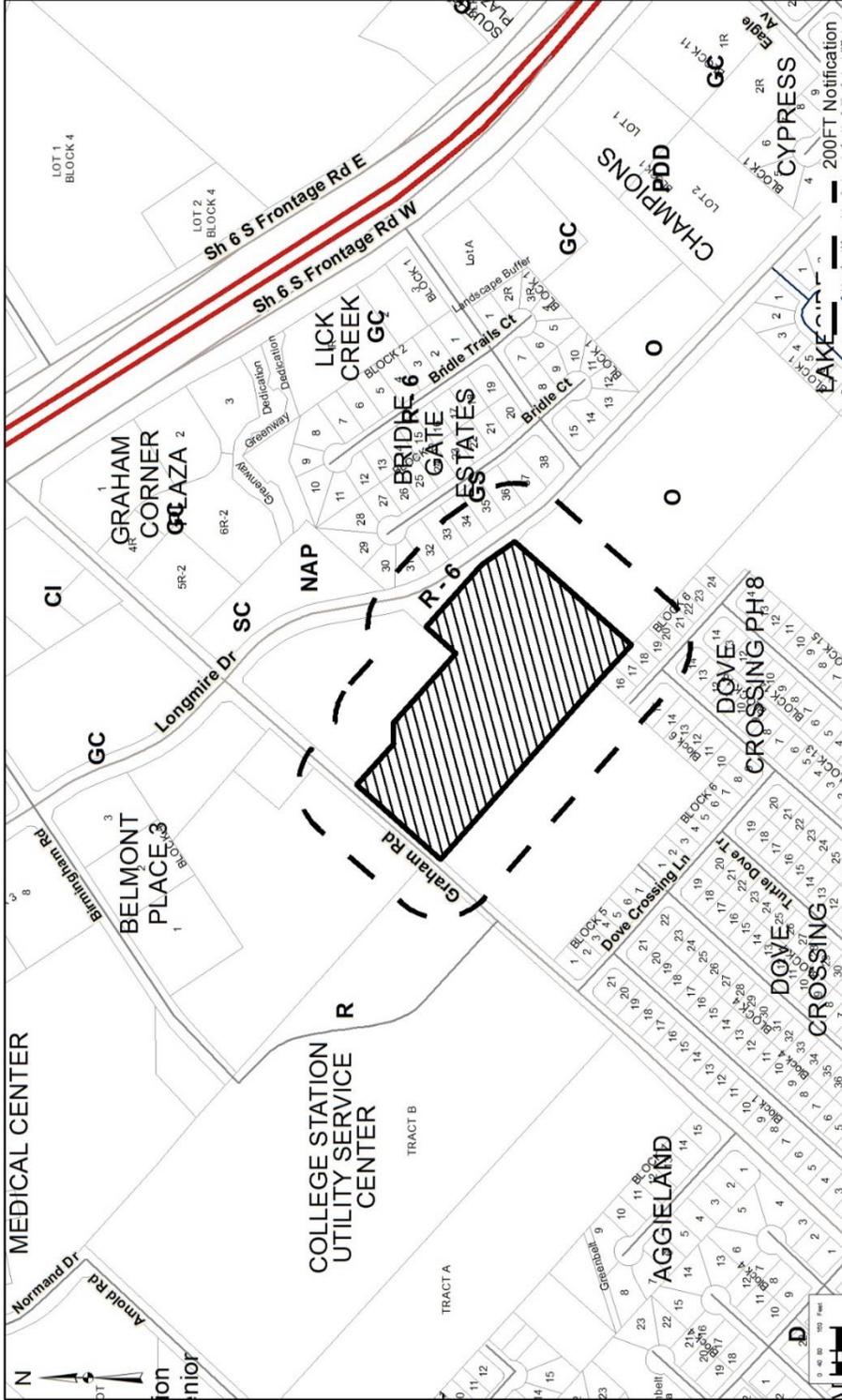
- **Parking:** The applicant requests to reduce the number of parking spaces for multi-family units from 1.5 per bedroom for 1 and 2 bedroom units, to 1.79 parking spaces per unit.

Community Benefits:

The applicant offers the following as community benefits:

- The detention area will be a dual use open space to also be used as a recreation area. This will be privately maintained, but open to the public.
- Will increase the required buffer yard from 10 feet to 15 feet to the single-family residential area to the west and south.

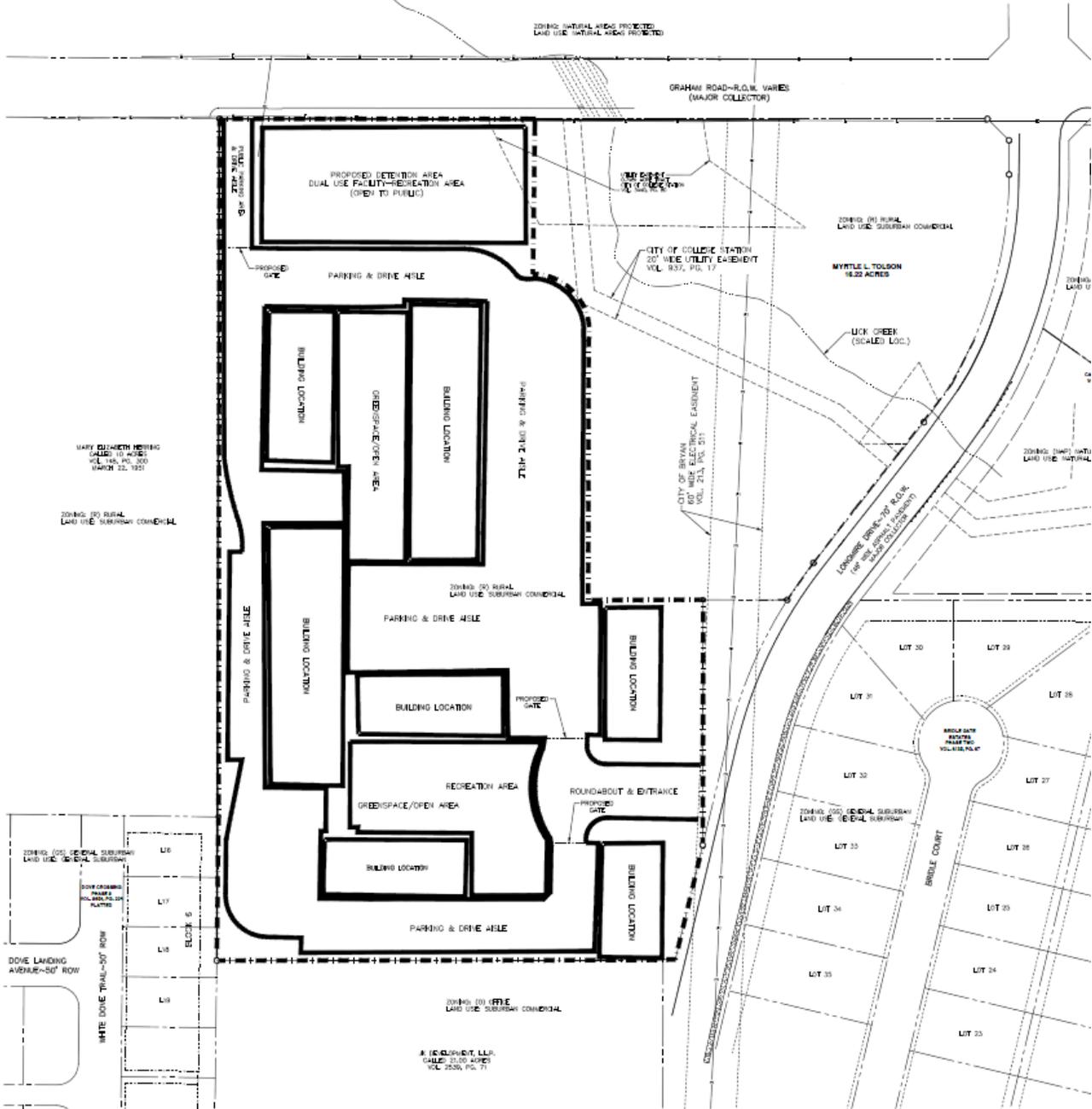
EXHIBIT "C"



Zoning Districts	Multi-Family	BPI	BPI	Business Park, Industrial	PDD	Planned Development District
R - 4	High Density Multi-Family	NAP	Natural Areas Protected	WPC	WPC	WPC
R - 6	Manufactured Home Park	C-3	Light Commercial	NG - 1	NG - 1	Wolf Pen Creek Dev. Corridor
MHP	Office	M-1	Heavy Industrial	NG - 2	NG - 2	Core Northgate
O	Suburban Commercial	M-2	College and University	NG - 3	NG - 3	Transitional Northgate
SC	General Commercial	C-U	Research and Development	OV	OV	Residential Northgate
GC	Commercial-Industrial	R & D	Planned Mixed-Use Development	RDD	RDD	Corridor Overlay
R - 1B	Single Family Residential	P-MUD		KO	KO	Redevelopment District
D	Duplex					Krenek Tap Overlay
T	Townhouse					

	DEVELOPMENT REVIEW	RESIDENCES AT COLLEGE STATION	REZONING
	Case: REZ2015-000032		

EXHIBIT "D"





Legislation Details (With Text)

File #:	16-0069	Version:	1	Name:	Capital Improvements Advisory Committee for Impact Fees
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	1/28/2016	In control:		In control:	City Council Regular
On agenda:	2/11/2016	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding (a) an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-2.2, "Planning and Zoning Commission," Subsection B. "Membership and Terms," Paragraph 1 "Number, Appointment" of the Code of Ordinances of the City of College Station, Texas amending the duties of the Planning and Zoning Commission to include serving as the Capital Improvements Advisory Committee for impact fees and containing other provisions related to the subject matter.				
Sponsors:	Alan Gibbs, David Coleman				
Indexes:					
Code sections:					
Attachments:	Ordinance - Chapter 12				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding (a) an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-2.2, "Planning and Zoning Commission," Subsection B. "Membership and Terms," Paragraph 1 "Number, Appointment" of the Code of Ordinances of the City of College Station, Texas amending the duties of the Planning and Zoning Commission to include serving as the Capital Improvements Advisory Committee for impact fees and containing other provisions related to the subject matter.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Planning and Zoning Commission will consider this item at their February 4th meeting. Their recommendation will be provided at the City Council meeting. Staff recommends approval.

Summary: This agenda item is the consideration of an ordinance amendment to Chapter 12, "Unified Development Ordinance" with a companion amendment to Chapter 15 "Impact Fees" that follows later in this agenda. The amendment provides that Planning and Zoning Commission may be appointed by Council to serve as the Capital Improvements Advisory Committee for the consideration

of impact fees. It also provides flexibility to allow the appointment of an additional ad hoc ETJ member as needed when impact fees are considered for the ETJ. This additional membership is required pursuant to state law. Council resolutions actually appointing the P&Z as the Capital Improvements Advisory Committee for roadway and for water/sewer impact fee consideration will be presented at Council's next meeting.

On November 12, 2015, City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water/wastewater, and for transportation.

On January 28th, the City Council approved contacts with Freese & Nichols, Inc. for the water/wastewater impact fee study and with Kimley-Horn for the roadway impact fee study.

These studies are anticipated to be completed by August, 2016.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Ordinance Amending Chapter 12, "Unified Development Ordinance"
2. Ordinance Amending Chapter 15, "Impact Fees"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-2.2, "PLANNING AND ZONING COMMISSION," SUBSECTION B. "MEMBERSHIP AND TERMS," PARAGRAPH 1 "NUMBER, APPOINTMENT" OF THE CODE OF ORDINANCES; AMENDING THE COMPOSITION OF THE PLANNING AND ZONING COMMISSION WHEN SERVING AS CAPITAL IMPROVEMENTS ADVISORY COMMITTEE FOR IMPACT FEES; PROVIDING AN EFFECTIVE DATE AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER .

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-2.2, "Planning and Zoning Commission," Subsection B. "Membership and Terms," Paragraph 1, "Number, Appointment" 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: Said Ordinance becomes effective ten (10) days after its date of passage by the City Council.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-2.2, "Planning and Zoning Commission," Subsection B. "Membership and Terms," Paragraph 1, "Number, Appointment" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

"CHAPTER 12. UNIFIED DEVELOPMENT ORDINANCE

. . . .

Section 12-2.2 Planning and Zoning Commission

. . . .

B. Membership and Terms.

1. **Number, Appointment.** A Planning and Zoning Commission is hereby created to consist of seven (7) members. Members shall be residents of the City and eligible voters. Additionally, one or more ad hoc members may be appointed as needed or desired to review impact fee land use assumptions and capital improvements plans and to perform such other duties in accordance with Chapter 395 of the Texas Local Government Code."



Legislation Details (With Text)

File #:	16-0078	Version:	1	Name:	Capital Improvements Advisory Committee for Impact Fees
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	2/2/2016	In control:		In control:	City Council Regular
On agenda:	2/11/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," Section 15-1 "General Provisions," Subsection D. Definitions, Item (1) of the Code of Ordinances of the City of College Station; Amending the Definition of Advisory Committee..				
Sponsors:	Alan Gibbs, David Coleman				
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," Section 15-1 "General Provisions," Subsection D. Definitions, Item (1) of the Code of Ordinances of the City of College Station; Amending the Definition of Advisory Committee..

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Planning and Zoning Commission will consider this item at their February 4th meeting. Their recommendation will be provided at the City Council meeting. Staff recommends approval.

Summary: This agenda item is the consideration of an ordinance amendment to Chapter 15 "Impact Fees" with a companion amendment to Chapter 12, "Unified Development Ordinance" that also is on this agenda. The amendment provides that Planning and Zoning Commission may be appointed by Council to serve as the Capital Improvements Advisory Committee for the consideration of impact fees. It also preserves the flexibility to allow the appointment of an additional ad hoc ETJ member as needed when impact fees are considered for the ETJ. This additional membership is required pursuant to state law. Council resolutions actually appointing the P&Z as the Capital Improvements Advisory Committee for roadway and for water/sewer impact fee consideration will be presented at Council's next meeting.

On November 12, 2015, City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water/wastewater, and for transportation.

On January 28th, the City Council approved contacts with Freese & Nichols, Inc. for the water/wastewater impact fee study and with Kimley-Horn for the roadway impact fee study.

These studies are anticipated to be completed by August, 2016.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Ordinance Amending Chapter 15, "Impact Fees"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TEXAS, AMENDING CHAPTER 15, "IMPACT FEES," SECTION 15-1 "GENERAL PROVISIONS," SUBSECTION D. DEFINITIONS, ITEM (1) OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION; AMENDING THE DEFINITION OF ADVISORY COMMITTEE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 15, "IMPACT FEES," Section 15-1 "General Provisions," Subsection D. Definitions, item (1) 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: Said Ordinance becomes effective ten (10) days after its date of passage by the City Council.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 15, "IMPACT FEES", Section 15-1, "General Provisions," Subsection D. Definitions, item (1) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

"CHAPTER 15, IMPACT FEES

"Section 15-1, General Provisions

. . . .

"D. Definitions.

(1) Advisory Committee means the Planning and Zoning Commission or such committee as may be appointed by City Council to meet the requirements of Chapter 395, Texas Local Government Code regarding impact fees."