



**Mayor**  
 Ron Silvia  
**Mayor Pro Tempore**  
 John Happ  
**City Manager**  
 Glenn Brown

**Council Members**  
 Ben White  
 Ron Gay  
 Susan Lancaster  
 Chris Scotti  
 Nancy Berry

**Agenda**  
**College Station City Council**  
**Workshop and Regular Meetings**  
**Thursday, April 27, 2006 3:00 PM**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion on the annual company compliance review, the economic impact of the Research Valley Partnership from 1996 to 2005, and an overview of the organization and its goals.
3. Presentation, possible action, and discussion concerning the concept of a Youth Commission for the Cities of College Station and Bryan.
4. Presentation, possible action and discussion on the status of the Subdivision Regulation revisions.
5. Presentation, possible action, and discussion on an update regarding the selection of a consulting firm to complete the Comprehensive Plan Update.
6. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

7. Council Calendars

<p>Apr 20-22          Apr 24</p>	<p>Annual Historic Preservation Conference – Galveston          Power of Five Youth Summit 2006 9:30 – 10:30 am –          Church of Christ Building</p>
<p>Apr 27          May 1-9</p>	<p>City Council Workshop and Regular Meeting – 3:00 p.m.          Early Voting – See Notice of Elections at <a href="http://www.cstx.gov">www.cstx.gov</a>          for times</p>

May 4	Special Council Workshop Meeting – Noon
May 4	Evening Honoring Mervin Peters 4:30 – 6:30 p.m. Bar P Ranch
May 8-11	Chamber of Commerce Washington DC Trip
May 13	Election Day
May 15	Intergovernmental Committee Meeting, noon – BVCOG office
May 16	Transportation Committee Meeting – 4:30 p.m. – Admin Conf. Rm
May 17	Police Memorial – Noon – 1:45 p.m. – Police Dept.
May 18-22	Making Cities Livable Conference – Santa Fe – La Fonda Hotel
May 24	Canvas of Election (time to be announced)
May 25	City Council Workshop and Regular Meeting and Swearing in of New Council Members – 3:00 p.m.
May 29	Office Closed

8. Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Animal Shelter, Brazos Valley Council of Governments, Cemetery Committee, City Center, Design Review Board, Façade Improvement Program Advisory Committee, Fraternal Partnership, Historic Preservation Committee, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, The Research Valley Partnership, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see posted notices for subject matters).
9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos Co., College Station v. Wellborn Special Utility*

- District*
- e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division,  
*College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*
  - f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,  
*JK Development v. College Station*
  - g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
  - h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
  - i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Competitive Matter {Gov't Code Section 551.086}; possible action

The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A “Competitive Matter” is a utility-related matter that the City Council determines is related to the City of College Station’s Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

- a. Discuss power supply contract for electric utility

Real Estate {Gov't Code Section 551.072}; possible action

The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Aggie Field of Honor

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Incentives for development of Culpepper Plaza

Personnel {Gov't Code Section 551.074}; possible action

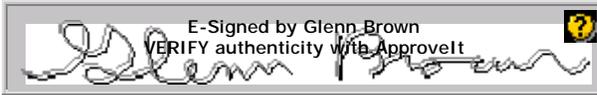
The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

a. City Manager

10. Final Action on executive session, if necessary.

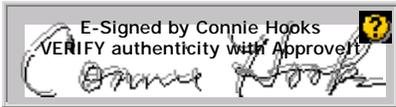
11. Adjourn.

APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the April 27, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda  
Posted this 24<sup>th</sup> day of April, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 24, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

CITY OF COLLEGE STATION, TEXAS

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ Notary Public – Brazos County, Texas

My commission expires: \_\_\_\_\_

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) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, April 27, 2006 at 7:00 p.m.**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

12. Pledge of Allegiance, Invocation, Consider absence requests

Hear Visitors: Any 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 6:45 p.m. Please limit remarks to three minutes. A timer will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may 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.

#### **Consent Agenda**

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

#### **Vision Statement I - Core Services – We will provide high quality customer focused basic city services at a reasonable cost.**

- 13.1 Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersections.
- 13.2 Presentation, possible action, and discussion regarding approval of an annual price agreement with Crafcro Texas, Inc. to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$57,648.75.
- 13.3 Presentation, possible action, and discussion for an exception to Policy to allow Creek Meadows Partners to construct sewer infrastructure necessary to connect the Carnes Tract homes to the City sewer system.

- 13.4 Presentation, possible action, and discussion approving an amended version of the Needs Resolution approved on October 13, 2005, which determines the need for a sanitary control easement required for the new water well at the Well 5 site.
- 13.5 Presentation, possible action, and discussion regarding Change Order No. 1 to the professional services contract (Contract No. 05-204) with Bleyl & Associates in the amount of \$7,600.00 for the design of sidewalk additions to John Crompton Park.
- 13.6 Presentation, possible action and discussion on the purchase of wireless data access services, cellular phone services and related equipment from Cingular Wireless LLC available through the State of Texas Department of Information Resources (DIR) contract for an annual estimated amount of \$80,000.00.
- 13.7 Bid #06-90. Presentation, possible action and discussion on a bid award for the purchase of PVC pipe and fittings maintained in inventory to Priester Supply for \$158,312.30; TEC Supply for \$19,682.00; Hughes Supply for \$242.40 and KBS for \$49,400.00 for total estimated expenditures of \$227,636.70 for a twelve month period.
- 13.8 Presentation, possible action and discussion to approve an ordinance amending Chapter 11, Utilities, by adding Section 11, Infrastructure Provisions, to the Code of Ordinances to clarify ownership of water lines for fire protection.
- 13.9 Presentation, possible action, and discussion to approve a resolution of the City Council of the City of College Station, Texas, selecting a financial advisor, approving a consulting contract and authorizing the expenditure of funds for financial advisory services with First Southwest Company in an amount not to exceed \$200,000.
- 13.10 Presentation, possible action, and discussion on the resolution approving a construction contract (Contract #06-180) with Elliott Construction, Ltd. in the amount of \$509,005.75 for construction of a sanitary sewer line.
- 13.11 Presentation, possible action, and discussion regarding the first reading of an ordinance amending the cable television franchise ordinance (Ordinance No. 2682) pertaining to the assignment of the franchise from Cox Southwest Holdings, L.P. to Cebridge Acquisition, L.P.
- 13.12 Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2006.
- 13.13 Presentation, possible action, and discussion regarding the approval of a new interlocal agreement with the City of Bryan for providing library services at the Larry J. Ringer Library.

- 13.14 Presentation, possible action and discussion approving an amended contract that will authorize the purchase of two tracts of land needed for the Cemetery Acquisition Project for the price of \$765,633.00. The property is owned by the Texas A&M University and The Texas A&M University System.
- 13.15 Presentation, possible action, and discussion of the approval of City of College Station Council Workshop and Regular Meeting for March 23, 2006.

**Regular Agenda**

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

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor’s announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your 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.

**Vision Statement III – Planning and Development – We will provide a well planned community.**

- 14.1 Public hearing, presentation, possible action and discussion regarding an ordinance naming State Highway 40 and renaming a portion of Greens Prairie Road.
- 14.2 Public hearing, presentation, possible action, and discussion of a resolution addressing streetscaping in the City of College Station.
- 14.3 Public hearing, presentation, possible action, and discussion on an ordinance rezoning from C-1 General Commercial to C-1 General Commercial with the

RDD Redevelopment overlay district for Culpepper Plaza, consisting of 19.15 acres located at 1505 Texas Avenue South, being the northeast corner of Harvey Road and Texas Avenue.

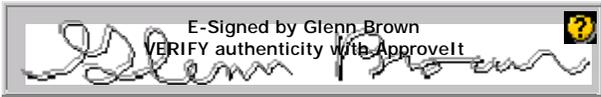
- 14.4 Public hearing, presentation, possible action and discussion on an ordinance for a rezoning for Crescent Pointe Subdivision consisting of 137.14 acres located at 300 University Drive East in the general vicinity of Copperfield Parkway between University Drive East and Harvey Road from M-1, Light Industrial to a combination of C-1, General Commercial, A-P, Administrative Professional and R-4, Multi-Family.

**Vision Statement I - Core Services – We will provide high quality customer focused basic city services at a reasonable cost.**

- 14.5 Presentation, possible action, and discussion regarding a resolution to award construction contract 06-146 to Bryan Construction Company in the amount of \$3,352,100 for odor control and sludge processing improvements at the Carters Creek Wastewater Treatment Plant.
- 15. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for April 27, 2006.
- 16. Final action on executive session, if necessary.
- 17. Adjourn.

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

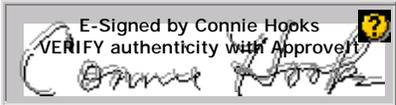
APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, April 27, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 24<sup>th</sup> day of April, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 24, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.  
By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

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**April 27, 2006**  
**Workshop Agenda**  
**Economic Impact and Company Compliance**  
**Report of the Research Valley Partnership**

**To:** Glenn Brown, City Manager

**From:** Charles Wood, Acting Director of Economic Development

**Agenda Caption:** Presentation, possible action, and discussion on the annual company compliance review, the economic impact of the Research Valley Partnership over the past ten years, and an overview of the organization and its goals.

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

**Summary:** On March 15, 2006 the Research Valley Partnership provided its Board of Directors an analysis of its return on investment for the community over the last ten years. The report takes into account the following:

- Direct benefits including payrolls and taxable investment of assisted firms
- Indirect benefits including retail sales, property taxes, etc.
- Indirect and direct costs of providing services as a result of the location and expansion of existing firms
- Operating and marketing costs of the RVP
- Cost of Incentives offered to assisted companies

A presentation will also be provided to address companies that are in full compliance, partial compliance, or default related to their contractual obligations with the Research Valley Partnership and the City of College Station. Payroll and capital investment make up the primary criteria for compliance evaluation. Todd McDaniel, CEO of the RVP will be present to provide the presentation and to answer questions.

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

**Attachments:** N/A

**April 27, 2006  
Workshop Agenda  
Twin Cities Youth Commission**

**To:** Glenn Brown, City Manager

**From:** Don Fazzino, Manager of Special Projects and Legislative Affairs

**Agenda Caption:** Presentation, possible action, and discussion concerning the concept of a Youth Commission for the Cities of College Station and Bryan.

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

**Summary:** This item was presented at the February 20 meeting of the Intergovernmental Committee and was requested by Council as a future workshop item.

This presentation will be conducted by a group of Texas A&M students from the Fellows Group XXIV from the Mays Business School.

The proposed Twin Cities Youth Commission will assist in the formation of an alliance among youth, youth service agencies, city government, schools, and the community to secure for all youth the highest advantage in physical, mental, social, and moral development. This organization would also advise on how to solve problems facing the community's youth and give young people a more active and involved role in the community.

Presentations are being made to community leaders through the Chamber of Commerce, both College Station and Bryan City Councils, the College Station and Bryan School Districts, affiliates of Texas A&M University, area business leaders, and the youth. The specific composition and operation of the Commission still need to be decided.

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

**Attachments:**

1. Twin Cities Youth Commission Description

## **Twin Cities Youth Commission**

### **Background:**

Decisions are made on issues that affect the youth of the Bryan/College Station area daily. Currently the youth lack an effective way of voicing their opinions on issues concerning them. There is a desire in the youth population to take a more active and involved role in their community. In order to provide a consolidated and influential voice for the Youth of Bryan and College Station the Twin Cities Youth Commission should be established. Establishing a Youth Commission would provide young people with an opportunity to become more involved in their communities and learn how a city council and civic community operates.

### **Composition:**

The final form that the Twin Cities Youth Commission takes in terms of composition and operations is at the sole discretion of the Bryan/College Station City Councils. The following items serve as a starting point for the Commission.

#### Composition Twin Cities Youth Commission

- 30 members
- 4 Officers: Mayor, Mayor Pro-Tempore, Secretary, Treasurer
- ages 14-18
- No more than 50% of Commission members may come from the same school district
- Members shall serve one year terms
- No limit to number of terms a member may serve
- Officers not included in 30 member total
- Members will be selected through an application and interview process
- Interviews to be conducted by Commission Officers, Chair of Adult Advisory Board, and Staff Liaison(s)

#### Composition Twin Cities Youth Commission Adult Advisory Board

- 7 members
- 1 member from Bryan and College Station city governments
- 1 member from Bryan and College Station school districts
- 1 member from Texas A&M University
- 2 at large members from the Bryan/College Station area
- Members shall serve 2 year terms
- Half shall be selected every year
- A Chair and Vice-chair shall be selected from the members yearly
- Appointments will be made through standard procedures

**Mission:**

The mission of the Twin Cities Youth Commission is to develop an alliance among youth, youth service agencies, city government, schools, and the community to secure for all youth the highest advantage in physical, mental, social, and moral development and to advise on how to solve the problems facing the youth of the community. The Commission will serve as an advisor to the City Councils on all issues affecting the welfare of the youth of the community. The Commission shall also take an interactive role within the business community of Bryan and College Station to enrich their understanding of corporate community citizenship.

**Implementation:**

The concept must first be presented to city and community leaders such as members of the chamber of commerce, both Bryan and College Station City Councils, members of Bryan and College Station School Districts, affiliates of Texas A&M University, area business leaders, and most importantly the youth. After discussions on the specific composition and operation of the Commission have been settled, it will require legislation passing the Bryan and College Station City Councils in order to be established. Once legislation has passed and the Commission has been established, the youth that will comprise the first Commission must be selected. In order to raise awareness of the Youth Commission, advertisements will need to be placed in the local high school and junior high school newspapers, and further awareness will be raised through other marketing efforts including utilization of mass media. Also teachers and principals should be contacted in order to solicit names of students who might be interested and make positive contributions..

**Contacts:**Team Empower – Fellows Group XXIV

Corey Nichols	979-574-4137	Coreynichols@neo.tamu.edu
Alycyn Keeling	806-789-9097	Aly7525@aol.com
Chad Zeller	409-781-2837	Chadzeller@aggienetwork.com
Stephanie Williamson	512-560-7832	Stephwilliamson22@hotmail.com

**April 27, 2006  
Workshop Agenda  
Subdivision Regulations Update**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion on the status of the Subdivision Regulation revisions.

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

**Summary:** Staff will make a brief presentation giving the key issues being considered for revision, the status of the effort and a communication plan and timeline for the completion of the project.

**April 27, 2006  
Workshop Agenda  
Comprehensive Plan Update**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion on an update regarding the selection of a consulting firm to complete the Comprehensive Plan Update.

**Recommendation(s):** None at this time - staff's intent is to update the Council on the progress of the Comprehensive Plan Update.

**Summary:** A sub-committee of four Planning & Zoning Commissioners was formed in the fall of 2005 to provide direction on the Comprehensive Plan Update. The sub-committee met several times and reviewed the Scope of Work prior to the Request for Qualifications (RFQs), issued in March of this year (please see attached Scope of Work).

The proposal submission deadline for the RFQs was April 7, 2006. The City received submissions from the following primary consulting firms:

- § Carter Burgess
- § Dunkin, Sefko & Associates
- § Kendig Keast Collaborative
- § Mesa
- § Wilbur Smith Associates

A Selection Committee consisting of the following individuals has been formed to evaluate the proposals:

- § Harold Strong, Planning & Zoning Commission
- § Mark Smith, Director of Public Works
- § Lance Simms, Acting Director of Planning & Development Services
- § Ken Fogle, Transportation Planner
- § Jennifer Prochazka, Senior Planner

**Budget & Financial Summary:** \$75,000 was approved for Phase I of the Comprehensive Plan Update as part of the FY06 budget. Additional funding for Phase II will be requested as part of the FY07 budget process.

**Attachments:**

1. Consultant List
2. Scope of Work

## **Comprehensive Plan Update Submissions Prime Firms, Project Managers and Associated Sub-Consultants**

### **Carter Burgess - Michael D. McAnelly, FAICP, Project Manager**

- § Strategic Community Solutions (visioning, land use and growth management)
- § Mitchell & Morgan (transportation and utilities)
- § MKP Consulting (community survey, housing, community development, demographics and socio-economics)
- § Pros Consulting (financial analysis and implementation planning)

### **Dunkin, Sefko & Associates - Dan G. Sefko, AICP, Project Manager**

- § Freese & Nichols, Inc. (utilities)
- § Parsons transportation Group, Inc. (transportation)
- § Townscape, Inc. (urban design)

### **Kendig Keast Collaborative - Bret C. Keast, AICP, Project Manager**

- § Mitchell & Morgan, LLP (utilities)
- § Alliance Transportation Group, Inc. (traffic engineering, transportation planning & transportation models)
- § TIP Strategies, Inc. (economic development, strategic planning, marketing and promotion)

### **Mesa - Robin H. McCaffrey, AIA, AICP, Project Manager**

- § ECON (urban economics)
- § Innovative Transportation Systems (transportation)
- § Lockwood, Andrews and Newman (engineering services)

### **Wilbur Smith Associates - Gary K. Mitchell, AICP, Project Manager**

No sub-consultants identified

### **Background & General Information**

The City of College Station has begun a process of updating its Comprehensive Plan. The purpose of this update is to create a more effective plan that can help guide decisions about future growth and development. This request for proposals is intended to begin the revision process of the current Comprehensive Plan, adopted in August 1997.

While small area and neighborhood plans have been developed since 1997, the current Comprehensive Plan has not been reviewed in its entirety since its adoption. Since 1997, College Station's population has increased by 40%, building permits have been issued for over 5,000 single-family homes and College Station has increased in size by over 4,000 acres.

The City is seeking an updated Comprehensive Plan to:

- § Establish a vision for where and how the City should grow (growth management);
- § Direct decisions on types of development opportunities that are compatible with this vision;
- § Provide guidance in making land-use decisions;
- § Preserve and improve the integrity of neighborhoods and overall quality of life; and
- § Promote economic development.

The purpose of the Comprehensive Plan is to anticipate growth and to guide that growth in a manner that provides College Station with a balance of land uses that promote economic growth while retaining a superior quality of life. The purpose of updating a Plan is to create a basis for making the best possible decisions about the community's future. The Comprehensive Plan is not a "zoning regulation" and it does not affect existing approved zoning. Instead, it provides the foundation for making changes or developing new regulations that implement identified vision, goals, and policies.

### **Scope of Work**

It is anticipated that the Comprehensive Plan Update will be completed in two phases. The submitted proposal should address aspects of both Phase I and Phase II, as outlined below.

Prior to executing a contract, Staff and the selected consultant will negotiate a detailed work program and budget for Phase I only. Phase II participation will be contingent upon successful Phase I performance and approved funding by the College Station City Council.

Public input is a vital part of a successful Comprehensive Planning process. The public participation process and Communications Plan will be developed by Staff with input from the consultant. This will include, at a minimum, general information and education presentations, utilization of the City of College Station website, utilization of the City's listserv, and radio and television public service announcements. The consultant selected will facilitate all public meetings, charettes, work sessions, and workshops with the Planning Commission, the City Council, and citizen groups. A City history and a demographic profile will also be completed by Staff for inclusion in the Comprehensive Plan.

Interagency coordination will be required. Identification of and coordination with other affected public agencies including, but not limited to Texas A&M University, the Texas

Department of Transportation, the Metropolitan Planning Organization, the Brazos Valley Council of Governments, Brazos County, the College Station Independent School District and the City of Bryan, will be the responsibility of the selected consultant. The City of Bryan, Texas, our sister city, is currently undergoing a Comprehensive Plan update. The selected consultant will be expected to coordinate efforts, to the furthest extent possible, on city border issues, including transportation, with the City of Bryan and their consultants. <sup>19</sup>

Phase I: The following work tasks should occur through the Phase I contract period. However, the order and scope of these tasks may be modified as work progresses.

- § Review and analysis of the existing planning documents housed within various City departments;
- § Conduct a cursory review of the 1997 Comprehensive Plan and subsequent updates (small area plans, thoroughfare plan updates, neighborhood plans, etc.);
- § Lead a process to identify community issues, assets, challenges and future opportunities. It is anticipated that the consultant will work directly with Council-appointed advisory committees, including the Planning and Zoning Commission, and facilitate stakeholder groups and citizens group work sessions;
- § Lead a community visioning process that will include input from Council-appointed advisory committees, stakeholder groups and citizens;
- § Conduct a survey to identify community issues utilizing a random sample of the population.

Staff will provide a written overview of applicable background information that may assist in the process of developing new goals and objectives for the updated Comprehensive Plan.

Phase I deliverables should include a Growth Management Plan, which will incorporate the following minimum elements:

- § Comprehensive Plan Goals and Objectives
- § Land Use and Transportation Policy Statements
- § Growth Management Policy Statements
- § Development Policy Statements

Phase II: The City does not have a specific or approved budget for Phase II of the Comprehensive Plan update. The successful firm may be requested to assist the City in developing a proposed cost estimate for budgetary purposes for all elements of Phase II. The following work tasks should occur through the Phase II contract period. However, the order and scope of these tasks may be modified as work progresses.

- § Analysis of the existing land use;
- § Analysis of the existing transportation system;
- § Lead a process to solicit input from various City departments to include City Administration, Parks & Recreation, College Station Utilities, Economic Development, Community Development, Emergency Management, Fire, Police, and Public Works;

- § Continue facilitation of the public input process, including meetings with Council-appointed advisory committees, stakeholder groups and citizens;
- § Develop various components of the Comprehensive Plan (see Phase II deliverables below);
- § Develop a process for implementation, including a way to evaluate the effectiveness of the Plan.

Phase II deliverables should include at a minimum:

- § Land Use Plan map and associated text
- § Transportation Plan map and associated text
- § Bike & Pedestrian Plan and associated text
- § Utilities System Plans and associated text (existing)
- § Parks Plan and associated text (existing)
- § Greenways Plan and associated text (existing)
- § Urban Design Plan
- § Implementation Plan
- § Land Use / Transportation Model

A number of the above mentioned Phase II deliverables are existing documents that need to be reflected or incorporated into the Comprehensive Plan. These include:

- § The Utility Master Plan - currently under review;
- § The Parks Plan - recently updated;
- § The Greenways Plan;
- § The Urban Design Plan - existing 1992 City of College Station Streetscape Plan, which should be updated.

The Phase II deliverables should be integrated into one cohesive document, the Comprehensive Plan. The Comprehensive Plan and all associated maps should be in a form that is both economically reproducible and easily updated by City Staff. All files and databases included in the Comprehensive Plan will be given to the City for future use. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, TransCAD, and ESRI personal geodatabases are acceptable. A minimum of thirty (30) hard copies should also be provided.

The City will play a proactive role in the management and processing of the Comprehensive Plan update. The City believes that its own Staff is most familiar with the day-to-day issues faced by the City, and further recognizes that City Staff will be working with and implementing the Comprehensive Plan long after its preparation and adoption. City Staff intends to work closely with the selected consultant. The consultant shall include time for regular meetings and work sessions with City Staff, as directed by the Planning Administrator. Contact should be made by the consultant to provide progress updates at least once every two weeks.

### **Study Schedule**

Project participation by the selected consultant is anticipated to begin in May 2006. While final completion of the Plan update is somewhat dependent upon decisions made by City Council and Staff, the desire is to have a draft completed by October 2007, with final adoption no later than Spring 2008.

**April 27, 2006  
Consent Agenda  
Intersections Controlled with Stop Signs**

**To:** Glenn Brown, City Manager

**From:** Charles McLemore, Acting Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersections.

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

**Summary:** This item will amend Chapter 10, "Traffic Code," by updating schedule III of the Traffic Control Device Inventory to include the following intersection approaches:

Alexandria Avenue at Graham Road;  
Alexandria Avenue at Decatur Drive;  
Amberley Place at Greens Prairie Road;  
Dove Crossing Lane at Graham Road;  
Lanham Drive at Rock Prairie Road;  
Parkland Drive at SH 6 West Frontage Road;  
Parkland Drive at Wayfarer Lane;  
Spring Garden Drive at Decatur Drive;  
Twin Pond Circle at Parkland Drive;  
Whistling Straits Drive at Mission Hills Drive; and,  
Whistling Straits Drive/Whistling Straits Loop at Royal Adelaide Loop.

The adoption of this ordinance will allow for the enforcement of the stop signs and improve the safety at the intersections.

**Budget & Financial Summary:** The "Stop" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

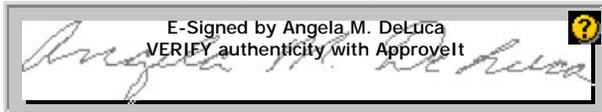
PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary



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

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

Page 2

**EXHIBIT "A"**

That Traffic Control Device Inventory - Schedule III as referenced in Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", sub-section D "Special Hazard Intersections Controlled by Stop Signs" is hereby amended to include the following:

"Alexandria Avenue at Graham Road  
Alexandria Avenue at Decatur Drive  
Amberley Place at Greens Prairie Road  
Dove Crossing Lane at Graham Road  
Lanham Drive at Rock Prairie Road  
Parkland Drive at SH 6 West Frontage Road  
Parkland Drive at Wayfarer Lane  
Spring Garden Drive at Decatur Drive  
Twin Pond Circle at Parkland Drive  
Whistling Straits Drive at Mission Hills Drive  
Whistling Straits Drive/Whistling Straits Loop at Royal Adelaide Loop"

**April 27, 2006**  
**Consent Agenda**  
**Annual Price Agreement for Crack Sealant and De-tack Sealant Material**

**To:** Glenn Brown, City Manager

**From:** Charles McLemore, Acting Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an annual price agreement with Crafcot Texas, Inc. to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$57,648.75.

**Recommendation(s):** Staff recommends approval.

**Summary:** Crafcot Texas, Inc. was the sole bidder to provide crack sealant and de-tack sealant material for the maintenance of streets in the City. The recommended bid amount from Crafcot Texas, Inc. is \$57,648.75. The annual price agreement supports maintenance operations in the Street Maintenance Division.

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

**Attachments:**

1. Tabulation of Bid No. 06-91

**ANNUAL PRICE AGREEMENT FOR STREET MATERIAL  
 BID TABULATION 06-91  
 PUBLIC WORKS**

				<b>CRAFCO TEXAS, INC.</b>	
<b>Item</b>	<b>(Est) Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Item Total</b>
1	200,000	lb	Crack Sealant, Polyflex Type III	0.275	\$ 55,000.00
2	325	gal	De-tack Sealant	8.150	\$ 2,648.75

**TOTAL BID**

\$ 57,648.75

**April 27, 2006  
Consent Agenda  
Exception to Policy for Sewer Service to the Carnes Tract Development**

**To:** Mr. Glenn Brown, City Manager

**From:** Mr. John Woody, Director of College Station Utilities

**Agenda Caption:** Presentation, possible action, and discussion for an exception to Policy to allow Creek Meadows Partners to construct sewer infrastructure necessary to connect the Carnes Tract homes to the City sewer system.

**Recommendation(s):** Staff recommends Council approve this exception to Policy.

**Summary:** Creek Meadows Partners, LP has requested the City provide sewer service to homes that will be constructed on the Carnes Tract, which is located on Greens Prairie Trail. Their letter, with maps, is provided as attachment (1). This tract is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Convenience and Necessity (CCN). The Developer has consented to be included in the City's CCN. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service. Please note, the property is not a candidate for annexation, since it is not contiguous with the City limits.

A City sewer line will be completed soon at the Castlegate development on Greens Prairie Road, which will provide adequate capacity for the Carnes Tract homes to be connected. Creek Meadows Partners has proposed to bear all cost and obtain all easements to construct a sewer line and lift station necessary to connect to the City sewer system.

City Policy, attachment (2), was presented to Council on February 9, 2006 and was approved as resolution number 2-9-2006-13.04. It states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. Since the City does not yet hold the CCN for the Carnes Tract area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the Greens Prairie Trail area residents is much better served by having this development connected to the City sewer system, rather than being served by a small sewage treatment package plant that would discharge into one of the local ponds. On this basis, staff recommends approval of this request, granting this exception to Policy.

Please note that an exception to policy to provide sewer service in the ETJ was approved regarding Indian Lakes on February 23, 2006.

**Budget & Financial Summary:** City funds are not required to execute this project.

**Attachments:**

1. Letter from Creek Meadows Partners, including map
2. Policy on extension of utilities to the ETJ

**Creek Meadows Partners, LP**  
**230 Southwest Parkway East**  
**College Station, TX 77840**

27

March 27, 2006

David Coleman, P.E.  
*Utilities Division Manager*  
**City of College Station**  
1101 Texas Ave  
College station, TX 77842

**RE: Sanitary Sewer Service for Carnes Tract**  
**Greens Prairie Trail, College Station, TX**

Dear Mr. Coleman,

This letter is a formal request that the City of College Station serve as the sanitary sewer service provider to the Carnes Tract located in the City's ETJ. This request is being made in letter form as the tract lies outside the City's current Certificate of Convenience and Necessity (CCN) for sewer (see attached Exhibit A) and, as you know, the Council Resolution in regard to utility service outside the City limits and/or CCN does not permit such without an exception. The Carnes Tract lies within the area that the City has requested through TCEQ for certification as the sewer service provider. We understand the process of amending the sewer CCN may take months to finalize and therefore are asking an exception be made for this tract.

In order to serve the Carnes Tract with sanitary sewer, a regional lift station will be required. The lift station will pump wastewater to an extension of the existing gravity collection system west of Castlegate at Greens Prairie Road. The developer will be financially responsible for the construction of a on-site gravity sewer collection system, regional lift station, and wastewater forcemain, in accordance with City and TCEQ Rules & Regulations, and obtaining all necessary easements to construct the off-site wastewater forcemain (see attached Exhibit B).

Please process this request as needed and let me know if there is anything else you require. Should you have any questions in regards to this request, please do not hesitate to call me at (979) 693-7835 or Mr. Rabon Metcalf, P.E. at (979) 690-0329.

Sincerely,



Todd Carnes  
*General Partner*



COLLEGE STATION CITY LIMITS  
BRAZOS COUNTY

GREENS PRARIE ROAD

GREENS PRARIE ROAD

REGAL OAKS DRIVE

STILLWATER DRIVE

POST OAK BEND RD.

GREEN TREE CIR.

PREAKNESS CIR.

CITATION CIR.

TRIPLE BEND CIR.

BELMONT CIR.

~275 ACRES

ROTHER ROAD

TRIPLE BEND RD.

DERBY CIR.

WOODLAK

RIVA RIDGE RD.

CARNES TRACT

GREENS PRARIE TRAIL

FREDERICK LAKE

CALUMET TR.

F. M. 2154

**RABON METCALF ENGINEERING**  
POST OFFICE BOX 9253  
COLLEGE STATION, TEXAS 77842  
EMAIL: [rmengineer@juno.com](mailto:rmengineer@juno.com)  
OFFICE - (979) 690-0329  
FAX - (979) 690-0329  
CELL - (979) 219-4174



CARNES TRACT  
EXHIBIT A  
BRAZOS COUNTY, TEXAS

RME NO. 202-0273

DATE: 3/15/06  
FILE: 0273EXA  
SCALE: 1"=1000'

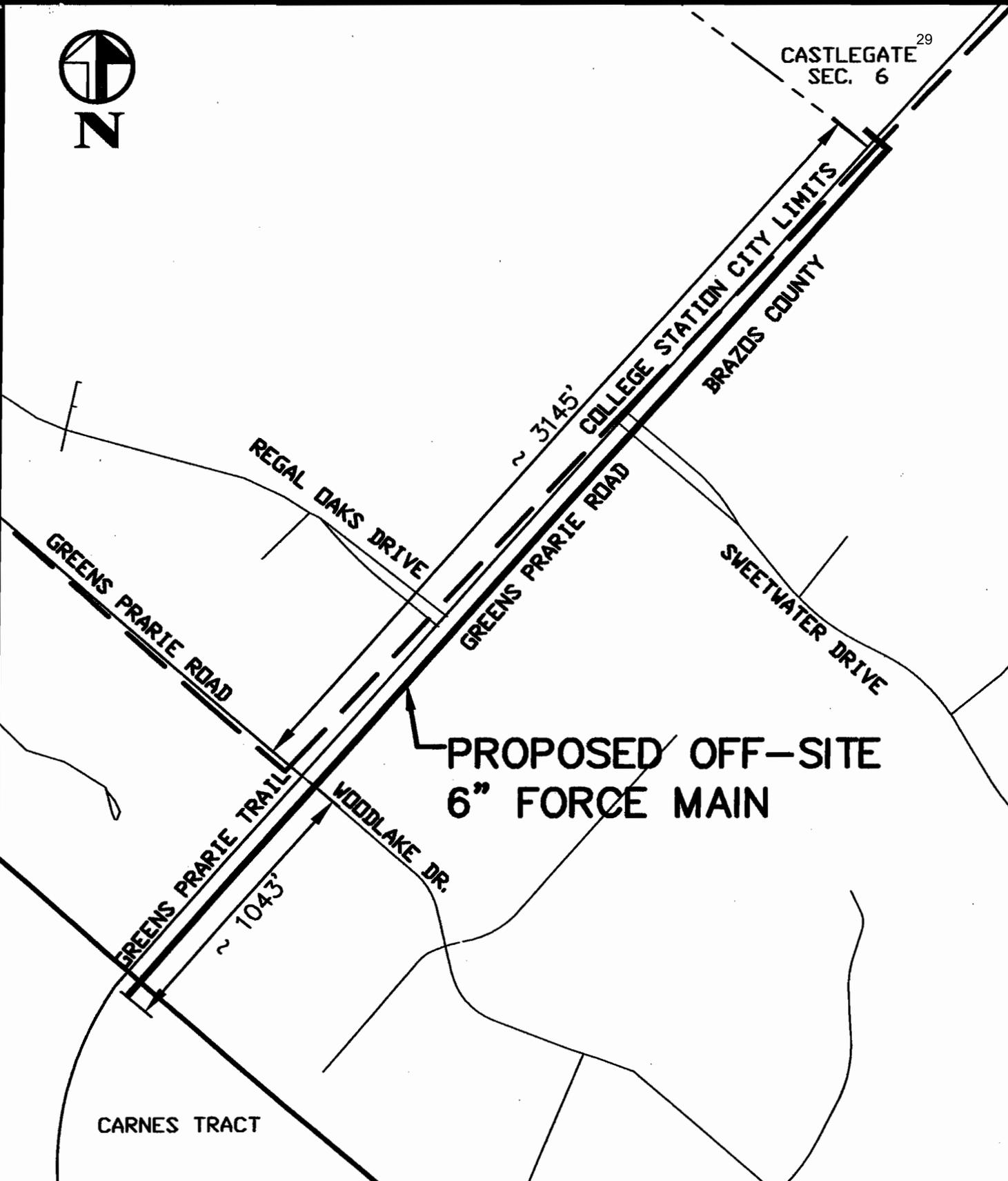
DRAWN BY: CEH  
CHK BY: RAM

SHEET NO.

**A**



CASTLEGATE<sup>29</sup>  
SEC. 6



**PROPOSED OFF-SITE  
6" FORCE MAIN**

**R. ABON  
METCALF  
ENGINEERING**  
POST OFFICE BOX 9253  
COLLEGE STATION, TEXAS 77842  
EMAIL: [rmengineer@juno.com](mailto:rmengineer@juno.com)  
OFFICE - (979) 690-0329  
FAX - (979) 690-0329  
CELL - (979) 219-4174



**CARNES TRACT - FORCEMAIN  
EXHIBIT B  
BRAZOS COUNTY, TEXAS**

RME NO. 202-0273

DATE: 2/28/06  
FILE: 0273EXB  
SCALE: 1"=500'

DRAWN BY: CEH  
CHK BY: RAM

SHEET NO.

**B**

RESOLUTION NO. 2-9-2006-13.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

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

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

ATTEST:

  
 CONNIE HOOKS, City Secretary

APPROVED:

  
 RON SILVIA, Mayor

APPROVED:

  
 City Attorney

**April 27, 2006**  
**Consent Agenda**  
**Resolution Amending Sanitary Control Easement Description for the Water Resources – Minor Aquifers Project**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of College Station Utilities

**Agenda Caption:** Presentation, possible action, and discussion approving an amended version of the Needs Resolution approved on October 13, 2005, which determines the need for a sanitary control easement required for the new water well at the Well 5 site.

**Recommendation:** Staff recommends Council approve this Resolution Determining Need.

**Summary:** On October 13, 2005, the College Station City Council approved a Needs Resolution to acquire additional sanitary control easement at one of the new well sites.

Sanitary control easements:

- Ø Prevent the installation of any septic system, feed lot, or other potential contamination sources within a specified distance of the new well head.
- Ø Are required by the Texas Commission on Environmental Quality for Public Water Supply Wells.
- Ø Prescribe standards of construction for utilities such as sanitary sewer lines and petroleum pipelines within the confines of the easement.

The new water well is being drilled on City owned property, at the site of existing Well 5. The location of the new well head had to be shifted from its originally proposed location, to allow better access within the Well 5 site. When the well head shifted, the area requiring a Sanitary Easement shifted more onto City property, which resulted in the City needing less of an easement. Therefore, we are amending the property description and map from the October 13, 2005 Resolution Determining Need for Additional Sanitary Control Easement.

Staff proposes to obtain sufficient sanitary easement as amended to allow the production of the new well at the Well 5 site.

**Budget & Financial Summary:** Water Capital Improvements Project funds are budgeted and available.

**Attachments:**

1. Resolution
2. Property description
3. Map

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN AMENDMENT TO THE RESOLUTION DETERMINING A PUBLIC NECESSITY NUMBER 10-13-2005-12.11 BY MODIFYING ITS EXHIBIT "A" SHOWING THE SANITARY CONTROL EASEMENT FOR THE: WATER RESOURCES – MINOR AQUIFERS PROJECT.

WHEREAS, the City Council of College Station, Texas authorized a Resolution Determining a Public Necessity on October 13, 2005, and resolution being number 10-13-2005-12.11; and

WHEREAS, the description of the sanitary control easement shown in the Exhibit "A" of Resolution Number 10-13-2005-12.11 has been modified; now, therefore,

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

PART 1: That the Resolution Determining a Public Necessity numbered 10-13-2005-12.11 and dated October 13, 2005 is amended by modifying the description of the sanitary control easement referenced in the modified Exhibit "A" attached hereto and made a part hereof for all purposes as part of the Water Resources – Minor Aquifers Project.

PART 2: That the Resolution Determining the Public Necessity to acquire a sanitary control easement numbered 10-13-2005-12.11 dated October 13, 2005 is amended by deleting the Exhibit "A" and replacing it with the modified Exhibit "A" which is attached hereto and made a part hereof for all intents and purposes, identifies and describes the modified sanitary control easement.

PART 3: That all other matters in the Resolution Determining the Public Necessity to acquire a sanitary control easement numbered 10-13-2005-12.11 dated October 13, 2005, shall remain unchanged.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**EXHIBIT "A"**  
**FIELD NOTES**  
**CITY OF COLLEGE STATION**  
**SANITARY CONTROL EASEMENT**  
**BEING 0.39 OF ONE ACRE**  
**OUT OF THE**  
**CELESTINE SANDERS TRAMBLE, ET AL**  
**REMAINDER OF 27.3 ACRES**  
**VOLUME 562, PAGE 758**  
**J. B. ROOT SURVEY, A - 203**  
**BRAZOS COUNTY, TEXAS**  
**March 6, 2006**

All that certain lot, tract, or parcel of land being 0.39 of one acre situated in the J. B. ROOT SURVEY, Abstract No. 203, Brazos County, Texas, and being a part of the Remainder of the Celestine Sanders Tramble, et al Called 27.3 acre tract as described in Volume 562, Page 758 of the Deed Records of Brazos County, said 0.39 of one acre being more particularly described by metes and bounds as follows:

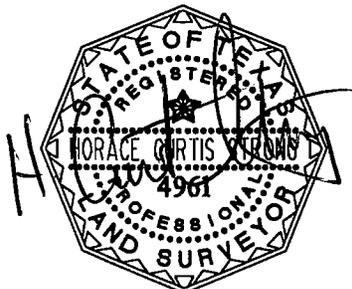
BEGINNING at a 3/8" Iron Rod Found in the easterly right-of-way line of OSR for the most northerly west corner, said corner being in the west line of said Called 27.3 acre tract, said corner also being the southwest corner of the City of College Station Called 1.43 acre tract as described in Volume 1320, Page 64;

THENCE S 76 ° 51 ' 00 " E, along the common line between said Called 27.3 acre tract and said Called 1.43 acre tract a distance of 250.00 feet to a 1/2" Iron Rod with Cap Set for an interior corner, said corner being the southeast corner of said Called 1.43 acre tract;

THENCE N 13 ° 09 ' 00 " E, continuing along the common line between said Called 27.3 acre tract and said Called 1.43 acre tract a distance of 152.26 feet to a point for the most northerly corner, a 3/8" Iron Rod Found for the northeast corner of said Called 1.43 acre tract bears N 13 ° 09 ' 00 " E a distance of 97.43 feet;

THENCE around an arc in a clockwise direction having a delta angle of 167 ° 26 ' 29 " , an arc length of 452.97 feet, a radius of 155.00 feet, and a chord of S 67 ° 23 ' 06" W a distance of 308.14 feet to a point in the westerly line of said Called 27.3 acre tract and the easterly right-of-way line of said OSR for the southwest corner; a 1/2" Iron Rod Found for the southwest corner of said Called 27.3 acre tract bears S 13 ° 12 ' 50 " W a distance of 251.68 feet;

THENCE N 13 ° 12 ' 50 " E, along the westerly line of said Called 27.3 acre tract and the easterly right-of-way line of said OSR a distance of 27.84 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.39 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed March 1, 2006 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the northwest line to deed calls as recorded in Volume 1320, Page 64.





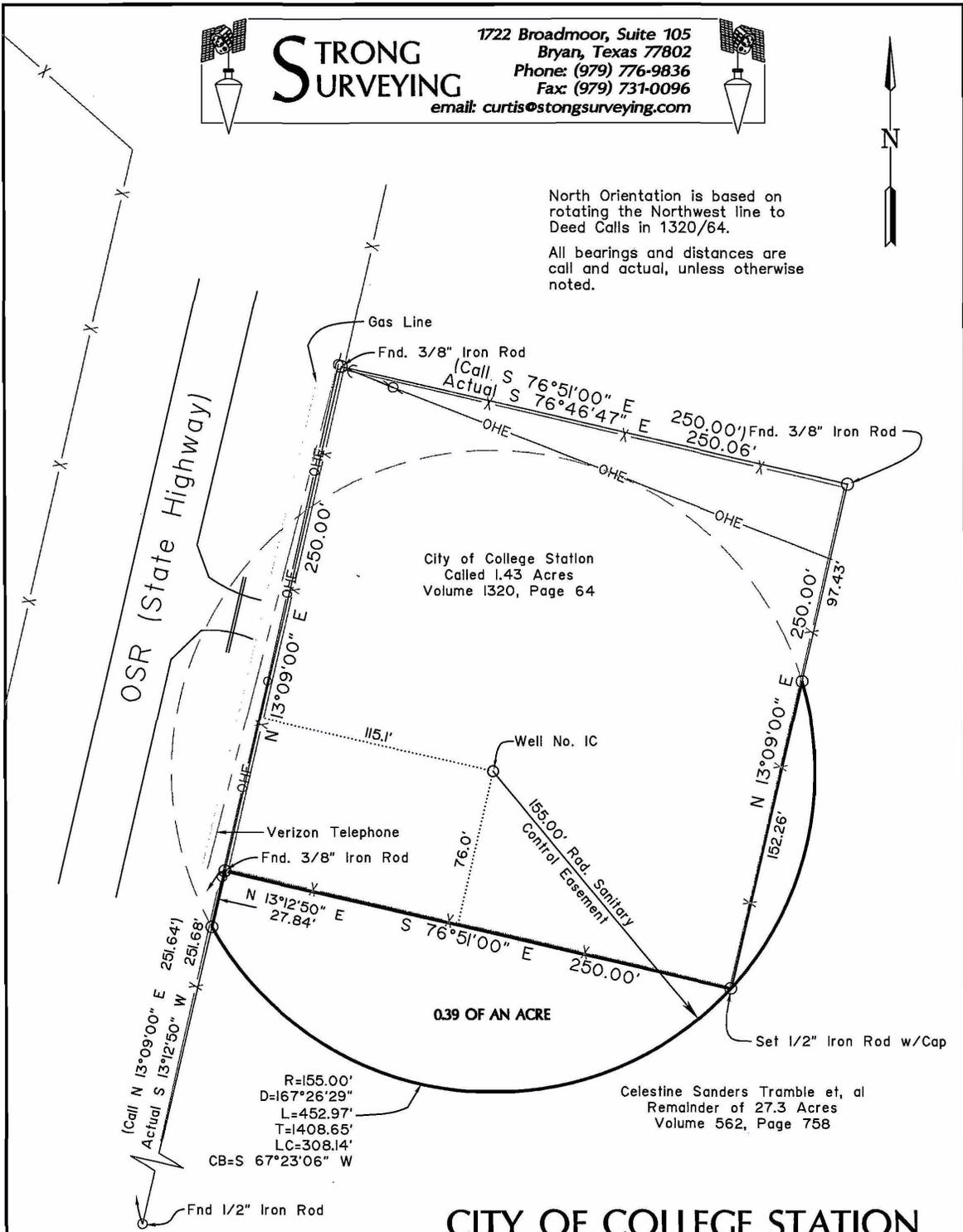
**STRONG SURVEYING**

1722 Broadmoor, Suite 105  
 Bryan, Texas 77802  
 Phone: (979) 776-9836  
 Fax: (979) 731-0096  
 email: curtis@stongsurveying.com

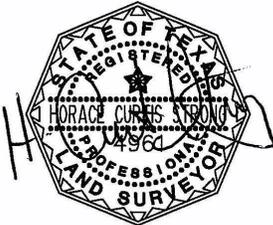


North Orientation is based on rotating the Northwest line to Deed Calls in 1320/64.

All bearings and distances are call and actual, unless otherwise noted.



**CITY OF COLLEGE STATION  
 0.39 OF AN ACRE  
 SANITARY CONTROL EASEMENT  
 FOR  
 WELL NO. 1C  
 OUT OF THE  
 CELESTINE SANDERS TRAMBLE ET, AL  
 REMAINDER OF 27.3 ACRES  
 VOLUME 562, PAGE 758**



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that the above plat is true and correct and represents the results of a survey performed on the ground under my supervision on March 1, 2006

**J. B. ROOT SURVEY, A-203  
 BRAZOS COUNTY, TEXAS  
 SCALE 1" = 60'      MARCH 1, 2006**

**April 27, 2006**  
**Consent Agenda**  
**Change Order #1 to the Jones Butler Phase II**  
**Design Contract for John Crompton Park Sidewalk Additions**

**To:** Glenn Brown, City Manager

**From:** Charles McLemore, Acting Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding Change Order No. 1 to the professional services contract (Contract No. 05-204) with Bleyl & Associates in the amount of \$7,600.00 for the design of sidewalk additions to John Crompton Park.

**Recommendation(s):** Staff recommends approval of change order #1 in the amount of \$7,600.00 so anticipated cost savings for sidewalk construction can be realized from lower unit price during construction.

**Summary:** Jones Butler is being extended from Holleman Drive to FM 2818 along the western edge of John Crompton Park. In an effort to reduce construction costs for both the roadway extension project and park sidewalk additions, the park sidewalks will be designed and included as a bid alternate to the Jones Butler Road Phase II Project, allowing both projects to take advantage of cost savings from a lower unit price during construction.

The change will result in an increase in the design contract amount by 6.15%. The original design contract is in the amount of \$123,600.00.

**Budget & Financial Summary:** The funding for this change order is available and budgeted from the Parkland Dedication Fund, Park Zone 7, under project number PK-9803. The total funds available are \$263,709.00.

The original Jones Butler Phase II design contract is in the amount of \$123,600.00. Funds are available from the Nov. 98 G.O. Bond Authorization and the Utility Revenue Bond.

**Attachments:**

- 1) Change Order #1
- 2) Proposal letter from Bleyl & Associates
- 3) Project Location Map

**CHANGE ORDER NO. 1** Contract No. 05-204 DATE: April 5, 2006  
 P.O.# 051086 PROJECT: Jones Butler Road Phase II, ST-0005

**OWNER:** City of College Station  
 P.O. Box 9960  
 College Station, Texas 77842

**CONTRACTOR:** Bleyl & Associates  
 1722 Broadmoor, Ste. 210 Ph: (979) 268-1125  
 Bryan, TX 77802 Fax: (979) 260-3849

**PURPOSE OF THIS CHANGE ORDER:**

Jones Butler is being extended along the western edge of John Crompton Park. In an effort to reduce construction costs for both the roadway extension project and park sidewalk additions, the sidewalks will be designed and included as a bid alternate to the Jones Butler Road Phase II Project, allowing both projects to take advantage of cost savings from a lower unit price during construction.

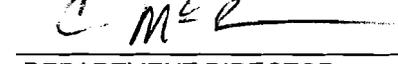
Funding for the basic design services related to the additional sidewalks will be provided by PARD under project number PK-9803, account number 177-9111-971.30-20.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
A	EA	Design of sidewalk and drainage crossings	\$5,200.00	0	1	\$5,200.00
B	EA	Construction administration	\$2,400.00	0	1	\$2,400.00
					TOTAL	\$7,600.00

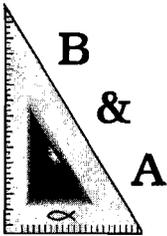
THE NET AFFECT OF THIS CHANGE ORDER IS 6.15% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$123,600.00	
Change Order No. 1	\$7,600.00	6.15% CHANGE
REVISED CONTRACT AMOUNT	\$131,200.00	6.15% TOTAL CHANGE
ORIGINAL CONTRACT TIME	210 Days	
Time Extension	0 Days	
Revised Contract Time	210 Days	

APPROVED

 A/E CONTRACTOR	_____ Date	 CITY ATTORNEY	_____ Date
CONSTRUCTION CONTRACTOR	_____ Date	DIRECTOR OF FISCAL SERVICES	_____ Date
 PROJECT MANAGER	_____ Date	MAYOR	_____ Date
 CITY ENGINEER	_____ Date	CITY SECRETARY	_____ Date
 DEPARTMENT DIRECTOR	_____ Date	CITY MANAGER	_____ Date

\*This Change Order is acceptance by ratification for work already completed.



**Bleyl & Associates**  

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**Project Engineering & Management**

38

1722 Broadmoor  
Suite 210  
Bryan, TX 77802

April 3, 2006

Danielle Charbonnet, Graduate Engineer  
Department of Public Works  
City of College Station  
P.O. Box 9960  
College Station, TX 77842

Re: Jones Butler Road Extension Project, ST-0005  
Proposal for Additional Professional Services  
Crompton Park Improvements

Dear Danielle,

As you know we have been working with the Parks and Recreation Department on the addition of walkway and drainage improvements within Crompton Park. This document should serve as our proposal for the modification of our professional services contract to include these improvements into our design package, as well as the construction administration portion of the project.

Based on the preliminary plans forwarded to us by PARD, we will prepare drawings sufficient for the bidding and construction of the specified walkways within Crompton Park, including details for the various drainage crossings required.

It is understood that these paths are intended to meander and not follow more than a general identified path through the park. It is not intended to be designed and constructed on any specific geometric alignment. It is also understood that the paths and crossings will have to meet TDLR accessibility requirements and final inspection criteria.

For a fee of \$5200, the work within the park related to these walkways will be included in the construction package and bid proposal form as an alternate, so that bids may be evaluated more effectively, and if approved by Council, may be accounted for accurately.

Because PARD has prepared preliminary plans for us from our base sheets, this fee is less than would have been expected for a complete design. For the same reason, we believe that upon receipt of prompt direction, we will be able to incorporate this work into the project documents without any delay in the project schedule.

Bryan  
(979)-268-1125  
(979)-260-3849

Austin  
(512)-328-7878  
(512)-328-7884 Fax

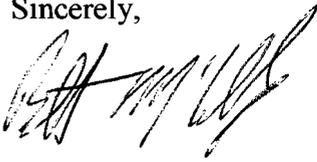
Conroe  
(936)-441-7833  
(936)-760-3833 Fax

Since our contract also includes construction administration, we propose a fee of \$2400 for all efforts related to the field layout, observation and approvals related to the construction of the improvements. Because these improvements will take proportionally more time in the layout and approval stages, this cost is slightly higher than would be expected for improvements with specific geometrics.

As always, please feel free to contact me with any comments, questions or concerns that you may have.

Thank you again for your professional attention to this project.

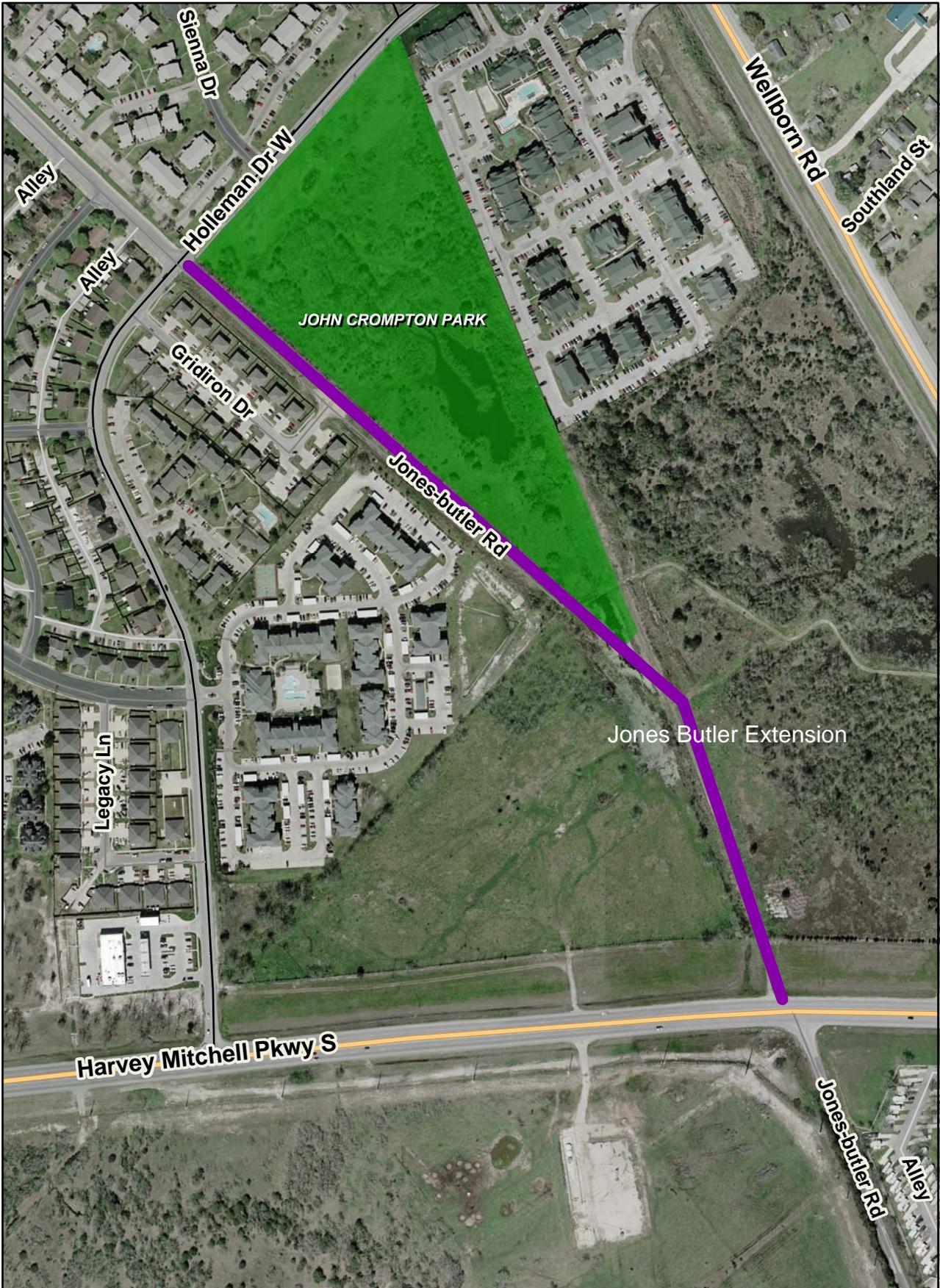
Sincerely,

A handwritten signature in black ink, appearing to read "Brett McCully". The signature is fluid and cursive, with the first name "Brett" being more prominent than the last name "McCully".

Brett McCully, P.E.  
Sr. Project Engineer / Branch Manager

Cc: Steve Beachy, PARD  
Pete Vanacek, PARD

# Jones Butler Phase II and John Crompton Park



**April 27, 2006  
Consent Agenda  
Purchase of Wireless Voice and Data Services**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Director of Finance & Strategic Planning

**Agenda Caption:** Presentation, possible action and discussion on the purchase of wireless data access services, cellular phone services and related equipment from Cingular Wireless LLC available through the State of Texas Department of Information Resources (DIR) contract for an annual estimated amount of \$80,000.00.

**Recommendation(s):** Staff recommends approval of the purchase of wireless data services, cellular phone services and related equipment from Cingular Wireless LLC available through DIR (State Contract).

**Summary:** The Department of Information Resources (DIR) was created by the State of Texas to ensure the effective and efficient use of public funds for information technology services and equipment through the application of statewide services and technologies with emphasis on cooperative purchasing projects. The Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes local governments to directly contract with DIR enabling participating entities to take advantage of the purchasing power of the State of Texas. Purchasing these information technology products and services through DIR contracts will save the City time and money as all products and services offered through DIR contracts have been subjected to a competitive bid process with vendors offering substantial discounts to all participating entities based on the State's anticipated volume of purchases. Estimated annual expenditures for cellular phone services and related equipment is \$65,000; the estimated annual expenditures for wireless data access and related equipment is \$15,000; the total estimated annual expenditures is \$80,000.

**Budget & Financial Summary:** Funds are budgeted and available in various departmental operating budgets.

**Attachments:**

None

**April 27, 2006  
Consent Agenda  
PVC Pipe and Fittings Bid Award**

**To:** Glenn Brown, City Manager  
**From:** Jeff Kersten, Director of Finance & Strategic Planning

**Agenda Caption:** Bid #06-90. Presentation, possible action and discussion on a bid award for the purchase of PVC pipe and fittings maintained in inventory to Priester Supply for \$158,312.30; TEC Supply for \$19,682.00; Hughes Supply for \$242.40 and KBS for \$49,400.00 for total estimated expenditures of \$227,636.70 for a twelve month period.

**Recommendation(s):** Recommend award to the lowest, responsible bidder meeting specifications per line item, as follows, with annual estimated expenditures totaling \$227,636.70.

I.	Priester Supply	\$158,312.30
II.	TEC Supply	\$19,682.00
III.	Hughes Supply	\$242.40
IV.	KBS Supply	\$49,400.00
	<b>TOTAL</b>	<b>\$227,636.70</b>

**Summary:** These purchases will be made as needed during the term of the agreement. These items are maintained in the electrical inventory, stocked and expensed as necessary. The term of agreement shall be for twelve months with up to two, one year renewal options.

**Budget & Financial Summary:** Six (6) sealed, competitive bids were received and opened on April 4, 2006. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Attachments:** Bid Tabulation #06-90

**ANNUAL PRICE AGREEMENT AND SPECIFICATIONS FOR PVC PIPE & FITTINGS**  
**BID TABULATION #06-90**  
**ELECTRICAL**

4/4/2006

					Priester Supply Austin TX Abel		TEC Utility Supply Georgetown, TX Chris Ruiz		Priester, Mell and Nicholson Josh Kolbeson		Techline Austin, TX Kelly McGill		Hughes Supply Kerrville, TX Jason Leake		KBS Electric Dist. Bryan, TX Marvin Oldham	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
<b>Group I: PVC Fittings</b>																
Item No.	Annual Est. Qty.	UOM	Inventory #	Description												
1	160	ea	285-019-00001	PVC, Sch 40, 90 Degree, Bend, 1" Carlon #UA9CF or equal (Inventory #285-019-00001)	\$0.55	\$88.00	\$5.80	\$928.00	\$7.87	\$1,259.20	\$0.69	\$110.40	\$5.61	\$897.60	\$4.49	\$718.40
2	320	ea	285-019-00002	PVC, Sch 40, 45 Degree, Bend, 2" Carlon #UA7CJ or equal (Inventory #285-019-00002)	\$1.10	\$352.00	\$6.35	\$2,032.00	\$7.02	\$2,246.40	\$1.43	\$457.60	\$5.02	\$1,606.40	\$4.10	\$1,312.00
3	1000	ea	285-019-00003	PVC, Sch 40, 90 Degree, Bend, 2" Carlon #UA9CJ or equal (Inventory #285-019-00003)	\$1.35	\$1,350.00	\$5.50	\$5,500.00	\$9.49	\$9,490.00	\$1.79	\$1,790.00	\$6.79	\$6,790.00	\$5.80	\$5,800.00
4	50	ea	285-019-00004	PVC, Sch 40, 45 Degree, Bend, 4" Picoma #MUA7AN or equal (Inventory #285-019-00004)	\$5.88	\$294.00	\$9.50	\$475.00	\$11.07	\$553.50	\$7.57	\$378.50	\$7.92	\$396.00	\$8.20	\$410.00
5	260	ea	285-019-00005	PVC, Sch 40, 90 Degree, Bend, 4" Carlon #UA9AN or equal (Inventory #285-019-00005)	\$7.62	\$1,981.20	\$13.15	\$3,419.00	\$11.49	\$2,987.40	\$9.93	\$2,581.80	\$8.20	\$2,132.00	\$8.90	\$2,314.00
6	260	ea	285-019-00006	PVC, Sch 40, Coupling, 1" Carlon #E940F or equal (Inventory #285-019-00006)	\$0.16	\$41.60	\$0.196	\$50.96	\$0.22	\$57.20	\$0.20	\$52.00	\$0.18	\$46.80	\$0.21	\$54.60
7	4000	ea	285-019-00007	PVC, Sch 40, Coupling, 2", Long type Carlon #E941J or equal (Inventory #285-019-00007)	\$1.20	\$4,800.00	\$0.95	\$3,800.00	\$0.11	\$440.00	\$1.57	\$6,280.00	\$2.80	\$10,400.00	\$1.49	\$5,960.00
8	500	ea	285-019-00008	PVC, Sch 40, Coupling, 4", Long type Carlon #E941N or equal (Inventory #285-019-00008)	\$6.36	\$3,180.00	\$5.71	\$2,855.00	\$15.40	\$7,700.00	\$8.35	\$4,175.00	\$10.80	\$5,400.00	\$3.95	\$1,975.00
9	20	ea	285-019-00014	PVC, Sch 40, 22 1/2 Degree, Bend, 4" 16" radius Bend Raco #9816-3 or equal (Inventory #285-019-00014)	\$6.24	\$124.80	\$14.02	\$280.40	\$21.15	\$423.00	\$7.57	\$151.40	\$15.20	\$304.00	\$9.90	\$198.00
10	20	ea	285-019-00015	PVC, Sch 40, Coupling, 6" Carlon #E940R or equal (Inventory #285-019-00015)	\$4.65	\$93.00	\$5.43	\$108.60	\$7.65	\$153.00	\$5.64	\$112.80	\$5.51	\$110.20	\$6.85	\$137.00
11	40	ea	285-019-00016	PVC, Sch 40, Elbow, 90 Degree Bend, 6" Carlon #UC9FRB or equal (Inventory #285-019-00016)	\$23.40	\$936.00	\$78.00	\$3,120.00	\$34.25	\$1,370.00	\$28.43	\$1,137.20	\$24.38	\$975.20	\$61.90	\$2,476.00
12	200	ea	285-019-00018	PVC, Sch 40, Coupling, 3" Carlon #E941L or equal (Inventory #285-019-00018)	\$0.93	\$186.00	\$4.30	\$860.00	\$12.92	\$2,584.00	\$1.23	\$246.00	\$9.24	\$1,848.00	\$3.95	\$790.00
13	100	ea	285-019-00019	PVC, Sch 40, Elbow, 90 Degree Bend, 3" Carlon #UC9DLB or equal (Inventory #285-019-00019)	\$4.24	\$424.00	\$13.50	\$1,350.00	\$6.69	\$669.00	\$5.36	\$536.00	\$4.79	\$479.00	\$10.20	\$1,020.00
14	100	ea	285-019-00020	PVC, Sch 40, Elbow, 45 Degree Bend, 3" Carlon #UA7CLB or equal (Inventory #285-019-00020)	\$3.55	\$355.00	\$16.40	\$1,640.00	\$23.29	\$2,329.00	\$4.29	\$429.00	\$16.64	\$1,664.00	\$12.65	\$1,265.00
15	40	ea	285-019-00021	PVC, Sch 40, Elbow, 22 1/2 Degree Bend, 3" Carlon #UC5CLB or equal (Inventory #285-019-00021)	\$3.74	\$149.60	\$11.42	\$456.80	\$13.48	\$539.20	\$4.29	\$171.60	\$9.67	\$386.80	\$13.85	\$554.00
16	50	ea	285-019-00027	Elbow, Schedule 40, 36" Special Radius Non Metallic, 6" Dia, 22 1/2 Degree Carlon #UA5FR or equal (Inventory #285-019-00027)	\$30.82	\$1,541.00	\$28.50	\$1,425.00	\$41.55	\$2,077.50	\$35.33	\$1,766.50	\$29.72	\$1,486.00	\$17.50	\$875.00
17	30	ea	285-019-00028	Elbow, Schedule 40, 36" Special Radius Non Metallic, 6" Dia, 45 Degree Carlon #UA7FR or equal (Inventory #285-019-00028)	\$34.47	\$1,034.10	\$45.30	\$1,359.00	\$69.72	\$2,091.60	\$41.43	\$1,242.90	\$49.86	\$1,495.80	\$37.40	\$1,122.00
18	400	ea	285-019-00029	Plugs w/Pull Tabs, 2" Carlon #P258JT or equal (Inventory #285-019-00029)	\$0.39	\$156.00	\$0.92	\$368.00	\$2.11	\$844.00	\$0.50	\$200.00	\$1.51	\$604.00	\$1.00	\$400.00
19	100	ea	285-019-00030	Plugs w/Pull Tabs, 3" Carlon #P258LT or equal (Inventory #285-019-00030)	\$0.59	\$59.00	\$1.44	\$144.00	\$2.33	\$233.00	\$0.68	\$68.00	\$1.670	\$167.00	\$1.290	\$129.00
20	200	ea	285-019-00031	Plugs w/Pull Tabs, 4" Carlon #P258NT or equal (Inventory #285-019-00031)	\$0.72	\$144.00	\$1.50	\$300.00	\$2.55	\$510.00	\$0.79	\$158.00	\$1.83	\$366.00	\$1.70	\$340.00
21	200	ea	285-019-00032	Plugs w/Pull Tabs, 6" Carlon #P258RT or equal (Inventory #285-019-00032)	\$1.07	\$214.00	\$2.35	\$470.00	\$4.07	\$814.00	\$1.19	\$238.00	\$2.91	\$582.00	\$2.65	\$530.00
22	200	ea	285-019-00033	Sch 40 & 80, Non-metallic, End Caps, 2" Carlon #E958J or equal (Inventory #285-019-00033)	\$2.32	\$464.00	\$1.21	\$242.00	\$3.94	\$788.00	\$2.79	\$558.00	\$2.87	\$574.00	\$1.79	\$358.00
23	100	ea	285-019-00034	Sch 40 & 80, Non-metallic, End Caps, 3" Carlon #E958L or equal (Inventory #285-019-00034)	\$4.99	\$499.00	\$2.35	\$235.00	\$8.98	\$898.00	\$6.43	\$643.00	\$6.42	\$642.00	\$4.25	\$425.00
24	200	ea	285-019-00035	Sch 40 & 80, Non-metallic, End Caps, 4" Carlon #E958N or equal (Inventory #285-019-00035)	\$9.58	\$1,916.00	\$3.15	\$630.00	\$18.72	\$3,744.00	\$12.50	\$2,500.00	\$13.39	\$2,678.00	\$8.75	\$1,750.00
25	100	ea	285-019-00036	Sch 40 & 80, Non-metallic, End Caps, 6" Carlon #E958R or equal (Inventory #285-019-00036)	\$16.27	\$1,627.00	\$8.50	\$850.00	\$29.73	\$2,973.00	\$21.43	\$2,143.00	\$21.26	\$2,126.00	\$14.80	\$1,480.00
26	300	ea	285-019-00037	Locknut, Male Adapter, 1" E-Line #LN100 or equal (Inventory #285-019-00037)		\$0.00	\$0.12	\$36.00		\$0.00		\$0.00		\$0.00		\$0.00
27	300	ea	285-019-00038	Bushing, Plastic, 1" E-Line #PB100 or equal (Inventory #285-019-00038)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
28	300	ea	285-019-00039	PVC, Adapter, Male, 1" Carlon #PVF-MA100 or equal (Inventory #285-019-00039)		\$0.00	\$0.30	\$90.00	\$0.34	\$102.00	\$0.31	\$93.00	\$0.26	\$78.00	\$0.31	\$93.00
29	300	ea	285-019-00040	Locknut, Male Adapter, 2" E-Line #LN200 or equal (Inventory #285-019-00040)		\$0.00	\$0.37	\$111.00		\$0.00		\$0.00		\$0.00		\$0.00
30	300	ea	285-019-00041	Bushing, Plastic, 2" E-Line #PB200 or equal (Inventory #285-019-00041)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
31	300	ea	285-019-00042	PVC, Male Adapter, 2" Carlon #PVF-MA200 or equal (Inventory #285-019-00042)	\$0.40	\$120.00	\$0.53	\$159.00	\$0.76	\$228.00	\$0.50	\$150.00	\$0.56	\$168.00	\$0.68	\$204.00
32	200	ea	285-019-00043	Locknut, Male Adapter, 4" E-Line #LN400 or equal (Inventory #285-019-00043)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
33	200	ea	285-019-00044	Bushing, Plastic, 4" E-Line #PB400 or equal (Inventory #285-019-00044)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
34	200	ea	285-019-00045	PVC, Male Adapter, 4" Carlon #PVF-MA400 or equal (Inventory #285-019-00045)	\$1.80	\$360.00	\$1.90	\$380.00	\$3.24	\$648.00	\$2.36	\$472.00	\$2.33	\$466.00	\$2.90	\$580.00
35	30	ea	285-019-00046	PVC, Male Adapter, 6" Carlon #PVF-MA600 or equal (Inventory #285-019-00046)	\$6.74	\$202.20	\$5.80	\$174.00	\$7.66	\$229.80	\$8.49	\$254.70	\$5.48	\$164.40	\$6.50	\$195.00
<b>Group I Total</b>						\$22,691.50		\$33,848.76		\$48,981.80		\$29,096.40		\$45,033.20		\$33,465.00
<b>Award Total</b>						\$8,462.30		\$5,904.00						\$242.40		\$2,850.00

Group II: PVC Pipe-Rigid & Flexible Conduit					Priester		TEC Utility Supply		PMN		Techline		Hughes Supply		KBS	
Item No.	Annual Est. Qty.	UOM	Inventory #	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	10,000	ft	285-019-00009	PVC, Sch 40, Pipe, 1", 10 ft/section Carlon #49008 or equal (Inventory #285-019-00009)	\$ 0.300	\$3,000.00	\$ 0.400	\$4,000.00	\$ 0.500	\$5,000.00	\$ 0.37	\$3,700.00	\$ 0.380	\$3,800.00	\$0.41	\$4,100.00
2	100,000	ft	285-019-00010	PVC, Sch 40, Pipe, 2", 10 ft/section Carlon #49011 or equal (Inventory #285-019-00010)	\$ 0.590	\$59,000.00	\$ 0.830	\$83,000.00	\$ 1.070	\$107,000.00	\$ 0.80	\$80,000.00	\$ 0.74	\$74,000.00	\$0.84	\$84,000.00
3	20,000	ft	285-019-00011	PVC, Sch 40, Pipe, 4", 10 ft/section Carlon #49015 or equal (Inventory #285-019-00011)	\$ 1.67	\$33,400.00	\$ 2.29	\$45,800.00	\$ 2.920	\$58,400.00	\$ 2.30	\$46,000.00	\$ 1.91	\$38,200.00	\$2.24	\$44,800.00
4	15,000	ft	285-019-00012	PVC, Sch 40, Pipe, Gray, 6", 10 ft/sect Carlon #49017 or equal (Inventory #285-019-00012)	\$ 3.22	\$48,300.00	\$ 4.29	\$64,350.00	\$ 5.500	\$82,500.00	\$ 4.11	\$61,650.00	\$ 3.57	\$53,550.00	\$4.24	\$63,600.00
<b>Sub Total</b>						\$143,700.00										
<b>Award Total</b>						\$143,700.00										

5	6,000	ft	285-019-00013	PVC, Sch 80, Roll Conduit Pipe, 4", Grey or Black w/red stripe, w/ pull tape Petroflex #P400-SCH80 or equal (Inventory #285-019-00013)		\$0.00	\$ 3.320	\$19,920.00		\$0.00	\$ 4.10	\$24,600.00		\$0.00	\$3.18	\$19,080.00
6	5,000	ft	285-019-00017	PVC, Sch 40, Pipe, 3", 10 ft/section Carlon #59613 or equal (Inventory #285-019-00017)	\$ 1.23	\$6,150.00	\$ 1.620	\$8,100.00	\$ 2.090	\$10,450.00	\$ 1.55	\$7,750.00	\$ 1.35	\$6,750.00	\$1.60	\$8,000.00
7	10,000	ft	285-019-00047	PVC, Sch 40, Roll Conduit Pipe, 1" Grey w/ pull tape Petroflex P100-SCH40 or equal (Inventory #285-019-00047)		\$0.00	\$ 0.360	\$3,600.00		\$0.00	\$ 0.56	\$5,600.00		\$0.00	\$0.49	\$4,900.00
8	15,000	ft	285-019-00048	PVC, Sch 40, Roll Conduit Pipe, 2" Grey w/ pull tape Petroflex P200-SCH40 or equal (Inventory #285-019-00048)		\$0.00	\$ 0.920	\$13,800.00		\$0.00	\$ 1.07	\$16,050.00		\$0.00	\$0.86	\$12,900.00
9	1,000	ft	285-019-00049	PVC, Sch 80, Roll Conduit Pipe, 6" Grey w/ pull tape Petroflex P600-SCH80 or equal (Inventory #285-019-00049)		\$0.00		\$0.00		\$0.00	\$ 8.39	\$8,390.00		\$0.00	\$6.44	\$6,440.00
<b>Sub Total</b>						\$6,150.00		\$45,420.00		\$10,450.00		\$62,390.00		\$6,750.00		\$51,320.00
<b>Award Total</b>						\$6,150.00		\$3,600.00								\$38,420.00

Group III: Intermediate Metal Conduit					Priester		TEC Utility Supply		PMN		Techline		Hughes Supply		KBS	
Item No.	Annual Est. Qty.	UOM	Inventory #	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1,000	ft	285-019-00022	Conduit, Intermediate Metal, 1", 10 ft/sect., ANSI #C80.6, UL Std.1242 LTV or equal (Inventory #285-019-00022)		No Bid	\$1.250	\$1,250.00		No Bid	\$ 1.42	\$1,420.00		No Bid	\$1.27	\$1,270.00
2	3,000	ft	285-019-00023	Conduit, Intermediate Metal, 2", 10 ft/sect., ANSI #C80.6, UL Std.1242 LTV or equal (Inventory #285-019-00023)		No Bid	\$2.56	\$7,680.00		No Bid	\$ 2.93	\$8,790.00		\$0.00	\$2.59	\$7,770.00
3	200	ft	285-019-00024	Conduit, Intermediate Metal, 3", 10 ft/sect., ANSI #C80.6, UL Std.1242 LTV or equal (Inventory #285-019-00024)		No Bid	\$6.240	\$1,248.00		No Bid	\$ 7.17	\$1,434.00		\$0.00	\$6.29	\$1,258.00
4	500	ft	285-019-00025	Conduit, Intermediate Metal, 4", 10 ft/sect., ANSI #C80.6, UL Std.1242 LTV or equal (Inventory #285-019-00025)		No Bid	\$8.33	\$4,165.00		No Bid	\$ 9.57	\$4,785.00		\$0.00	\$8.30	\$4,150.00
5	200	ft	285-019-00026	Conduit, Rigid Aluminum, 6", 10 ft/sect., ANSI #C80.6, UL Std.1242 GRC #AL600 or equal (Inventory #285-019-00026)		No Bid	\$19.95	\$3,990.00		No Bid	\$ 22.93	\$4,586.00		No Bid	\$19.90	\$3,980.00
<b>Group III Total</b>						\$0.00		\$18,333.00		\$0.00		\$21,015.00		\$0.00		\$18,428.00
<b>Award Total</b>								\$10,178.00								\$8,130.00
<b>Vendor Grand Award Total</b>						\$158,312.30		\$19,682.00						\$242.40		\$49,400.00
<b>Project Grand Total</b>						\$227,636.70										

Certification  
Acknowledged Addendum

Y Y Y Y Y Y  
N/A N/A N/A N/A N/A N/A

Prices firm only for 30 days after award of bid.  
Staff Award Recommendation

**April 27, 2006**  
**Consent Agenda**  
**Ordinance Amending Chapter 11, Utilities, by adding**  
**Section 11, Infrastructure Provisions – Fire Line Ordinance**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of College Station Utilities.

**Agenda Caption:** Presentation, possible action and discussion to approve an Ordinance Amending Chapter 11, Utilities, by adding Section 11, Infrastructure Provisions, to the Code of Ordinances to clarify ownership of water lines for fire protection.

**Recommendation:** Staff recommends Council approve this Ordinance.

**Summary:** The City Ordinance that specifies ownership of water lines for fire protection needs to be updated to reflect newer technologies and construction practices. The existing ordinance specifies that the City owns the fire line up to the backflow prevention device, which was written when these backflow prevention devices were very large and had to be placed in vaults, buried in the ground outdoors near the water main. However, with changes in technology, the equipment is much more compact, and is now being located inside the commercial buildings, after the fire line rises through the slab. This has eliminated the need for vaults and dedicated easements up to the building foundations, and has resulted in confusion regarding where City ownership of the water line ends.

The proposed Section 11 ordinance will clarify this situation. It will define fire lines and fire suppression lines and describe their easement requirements. It also specifies that City ownership of the fire line ends a short distance from the water main, which will clearly establish that the City does not own any water lines under or within private buildings.

Please note, this ordinance is part of a collaborative effort with the City of Bryan. Their Water Department staff agrees with the concepts in this ordinance, and plan to implement the same ordinance in the City of Bryan.

**Budget & Financial Summary:** No Impact.

**Attachments:**

1. Fireline Ordinance with Exhibit A

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

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2000.00). 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

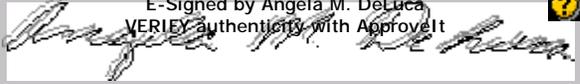
APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

E-Signed by Angela M. DeLuca  
VERIFIED authenticity with ApprovalIt  


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

## **EXHIBIT “A”**

That Chapter 11, “Utilities”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Section 11 as set out hereafter to read as follows:

### “SECTION 11: INFRASTRUCTURE PROVISIONS

#### A. FIRE LINE

A Fire Line is a potable water service line that is under the ownership and control of the City of College Station and dedicated to the support of a fire hydrant. All Fire Lines and fire hydrants shall be within city easements; owned, operated, and maintained by the City.

(1) Isolation Valve Required

All Fire Lines shall have an isolation valve.

#### B. FIRE SUPPRESSION LINES

A Fire Suppression Line is a potable water customer service line that is privately owned, supports a fire suppression system, and is separate and apart from a Fire Line. The City’s Fire Lines shall terminate at the isolation valve, at which point the Fire Suppression Line begins. In the absence of an isolation valve, the City’s Fire Line ends at the edge of either the easement in which the water main is located or street right-of-way, whichever is closer to the building.

(1) Isolation Valve Required

All Fire Suppression Lines shall have a lockable lid on the City’s isolation valve. The lockable lid shall, at a minimum, supply the equivalent protection as the AMPRO USA, LL562 Locking Lid. Alternate lockable lids shall be approved by the College Station Utilities Director or his designee.

(2) Taps Prohibited

Taps are prohibited on all Fire Suppression Lines.

#### C. DESIGN AND CONSTRUCTION

Design, construction and installation of all Fire Lines and Fire Suppression Lines shall be in compliance with all applicable City codes and the Bryan College Station Unified Design Guidelines, Specifications and Details.”

**April 27, 2006  
Consent Agenda  
Financial Advisor Consulting Contract Resolution**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Director of Finance and Strategic Planning

**Agenda Caption:** Presentation, possible action, and discussion to approve a resolution of the City Council of the City of College Station, Texas, selecting a financial advisor, approving a consulting contract and authorizing the expenditure of funds for financial advisory services with First Southwest Company in an amount not to exceed \$200,000.

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

**Summary:** The City has utilized First Southwest Company since 1996 for financial advisor services. The most recent contract with First Southwest Company was approved in 2000. Staff believes that First Southwest Company continues to be the most qualified firm to provide excellent financial advisory services associated with the management and issuance of debt for the City of College Station. This contract is for one year with two one year renewals possible.

First Southwest Company will assist the City in issuing debt, assisting in establishing timelines for issuance of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising city of best bid, coordinate the expeditious delivery of the bonds, deliver to the City a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

**Budget & Financial Summary:** Funds for this expenditure are budgeted and available in the various capital project funds where debt will be issued this year.

**Attachments:**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A CONSULTING CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR FINANCIAL ADVISORY SERVICES.**

WHEREAS, the City of College Station, Texas, has selected the most qualified firm for **financial advisory services associated with the management and issuance of debt**; and

WHEREAS, the selection of **First Southwest Company** is being recommended as the most highly qualified provider of the **financial advisory services associated with the management and issuance of debt**; now, therefore,

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

PART 1: That the City Council hereby finds that **First Southwest Company** is the most highly qualified provider of **financial advisory services associated with the management and issuance of debt** on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with **First Southwest Company** for an amount not to exceed **\$200,000.00** per fiscal year for **financial advisory services associated with the management and issuance of debt**.

PART 3: That the funding for this project shall be as budgeted from the various Capital Projects Funds from which the debt is issued in the amount of **\$200,000.00**.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**April 27, 2006  
Consent Agenda  
Steeplechase Sewer Line Phase 2 Project Construction Contract**

**To:** Glenn Brown, City Manager

**From:** Charles McLemore, Acting Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on the resolution approving a construction contract (Contract #06-180) with Elliott Construction, Ltd. in the amount of \$509,005.75 for construction of a sanitary sewer line.

**Recommendation:** Staff recommends award of the contract to the lowest, responsible bidder meeting specifications, Elliott Construction, Ltd.

**Summary:** This contract is for the construction of a sanitary sewer line. Sealed competitive bids for Bid # 06-76 were received from five (5) contracting firms and the summary of the results is as follows:

Elliot Construction	\$509, 005.75
Dudley Construction, Ltd.	\$595, 268.39
Brazos valley Services	\$603, 147.20
Kieschnick Construction	\$637, 948.45
A. L. Helmcamp	\$707, 755.75

**Budget & Financial Summary:** The current budget for this project is \$1,005,540. A total of \$546,418.7 has been expended or committed on this project. This contract is for \$509,005.75, which will bring the total funds committed to \$1,055,424.52. This will bring the project over budget by \$49,884.52. It is anticipated that an additional \$50,000 will be needed to address groundwater issues associated with laying this sewer line. As a result, the project may come in over budget by approximately \$100,000. These funds will be transferred from another Wastewater Capital project, the Lick Creek Parallel Trunk Line project, which has been delayed. The funds from the Lick Creek Parallel Trunk Line project that are used for this project will be requested back as budget appropriations in a future year.

**Attachments:**

1. Resolution
2. 06-76 Bid Tab
3. Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE STEEPLECHASE SEWER LINE PHASE II PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Steeplechase Sewer Line Phase II Project; and

WHEREAS, the selection of Elliott Construction, Ltd., is being recommended as the lowest responsible bidder for the construction services related to the Steeplechase Sewer Line Phase II Project; now, therefore,

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

PART 1: That the City Council hereby finds that Elliott Construction, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliott Construction, Ltd. for \$509,005.75 for the labor, materials and equipment required for the improvements related the Steeplechase Sewer Line Phase II Project.

PART 3: That the funding for this Project shall be as budgeted from the Wastewater Utility Fund in the amount of \$509,005.75.

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

ADOPTED this 27<sup>th</sup> day of April, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

STEEPLECHASE PHASE II  
 BID TABULATION #06-76  
 PUBLIC WORKS

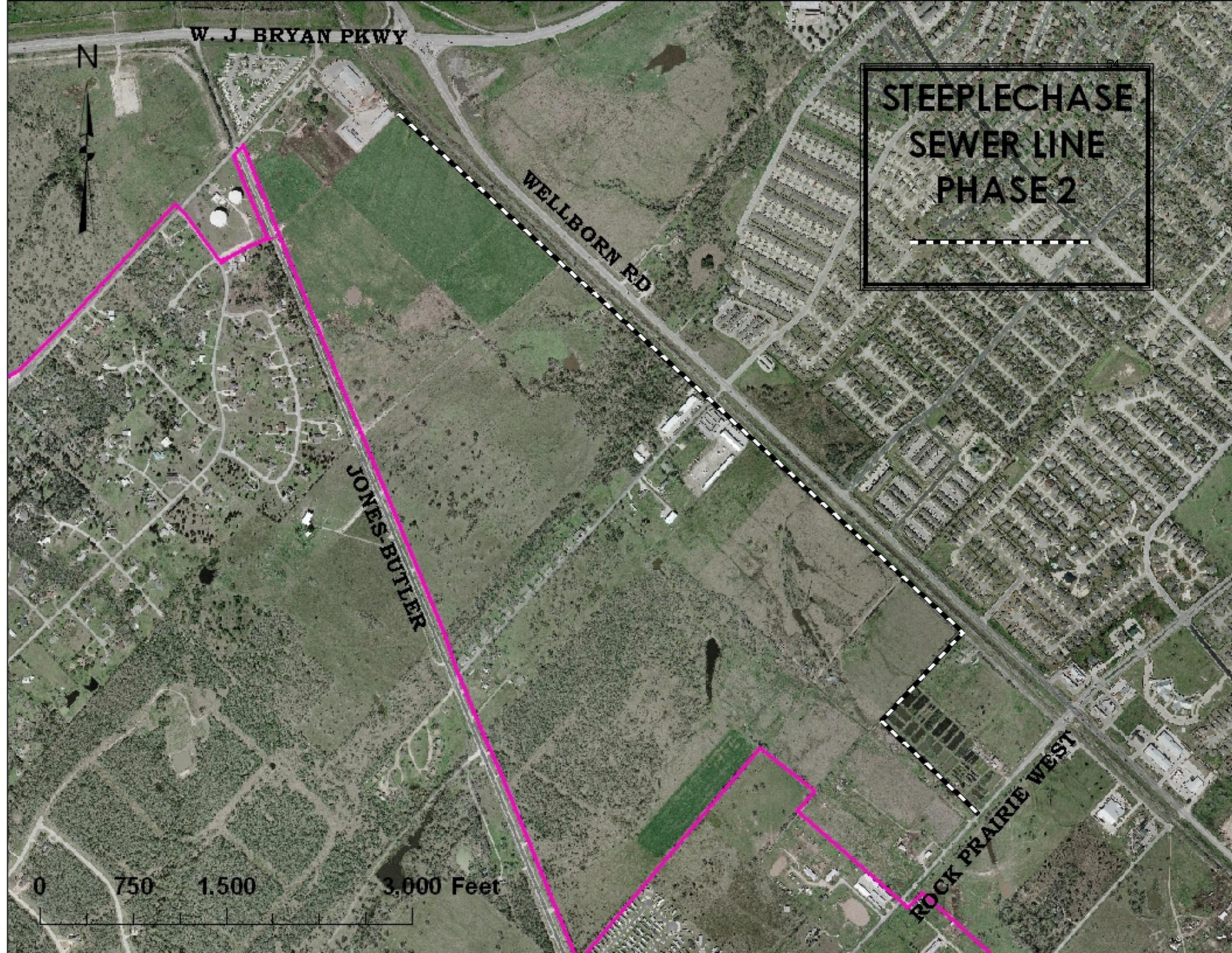
ITEM NO.	EST. QUANT.	UNIT	Description	Elliott Construction		R. M. Dudley Construction		Brazos Valley Services	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Mobilization, Complete & In Place	34,500.00	34,500.00	81,820.00	81,820.00	44,000.00	44,000.00
2	1	LS	Barricades, Signs, & Traffic Handling, Complete & In Place	500.00	500.00	1,570.00	1,570.00	1,000.00	1,000.00
3	1	LS	Erosion & Sedimentation Control, Complete & In Place	1,000.00	1,000.00	2,373.00	2,373.00	5,000.00	5,000.00
4	1296	LF	Structural Backfill, Complete & In Place	33.60	43,545.60	42.78	55,442.88	38.00	49,248.00
5	6112	LF	12" PVC Sanitary Sewer (D3034 SDR 26), Complete & In Place	26.75	163,496.00	26.15	159,828.80	35.00	213,920.00
6	1650	LF	18" PVC Sanitary Sewer (F679 SDR 26), Complete & In Place	56.00	92,400.00	51.82	85,503.00	55.84	92,136.00
7	169	LF	12" DIP Sanitary Sewer (C151 CL 350), Complete & In Place	28.00	4,732.00	42.51	7,184.19	56.00	9,464.00
8	412	LF	18" DIP Sanitary Sewer (C151 CL250), Complete & In Place	65.00	26,780.00	75.91	31,274.92	69.00	28,428.00
9	90	LF	24" x 3/8" Steel Casing by Bore, Complete & In Place	253.00	22,770.00	250.38	22,534.20	243.00	21,870.00
10	40	LF	30" x 3/8" Steel Casing by Bore, Complete & In Place	352.00	14,080.00	332.00	13,280.00	319.00	12,760.00
11	100	LF	30" x 30" Concrete Encasement, Complete & In Place	45.00	4,500.00	31.30	3,130.00	43.00	4,300.00
12	111	LF	Pavement Repair - Concrete, Complete & In Place	24.00	2,664.00	47.27	5,246.97	34.00	3,774.00
13	12	LF	Pavement Repair - Gravel, Complete & In Place	5.00	60.00	35.00	420.00	20.00	240.00
14	63	LF	Pavement Repair - Asphalt, Complete & In Place	20.00	1,260.00	28.46	1,792.98	25.00	1,575.00
15	440	SF	Rip Rap, Complete & In Place	5.25	2,310.00	8.00	3,520.00	5.00	2,200.00
16	18	EA	4' Standard Manhole, Complete & In Place	2,082.00	37,476.00	3,193.00	57,474.00	2,800.00	50,400.00
17	7	EA	5' Standard Manhole, Complete & In Place	3,450.00	24,150.00	4,066.00	28,462.00	3,500.00	24,500.00
18	1	LF	Water Tight Manhole Lid, Complete & In Place	350.00	350.00	715.00	715.00	400.00	400.00
19	8211	LF	Trench Safety, Complete & In Place	0.75	6,158.25	1.00	8,211.00	1.00	8,211.00
20	8341	LF	TV Inspection of Sanitary Sewer Lines, Complete & In Place	1.75	14,596.75	1.75	14,596.75	2.00	16,682.00
21	300	LF	Crushed Stone Embedment, Complete & In Place	4.00	1,200.00	13.40	4,020.00	8.00	2,400.00
22	8241	LF	Hydromulching, Complete & In Place	1.15	9,477.15	0.70	5,768.70	1.20	9,889.20
23	100	LF	Sodding, Complete & In Place	10.00	1,000.00	11.00	1,100.00	7.50	750.00
<b>Grand Total</b>					\$509,005.75		\$595,268.39		\$603,147.20

Total Number of Days to Completion	175	175	175.00
Certification	Y	Y	Y
Experience & Data Information	Y	Y	Y
Addenda Received	Y	Y	Y
Exceptions	N	N	N
Bid bond	Y	Y	Y

ITEM NO.	EST. QUANT.	UNIT	Description	Kieschnick Construction		A.L. Helmcamp	
				Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Mobilization, Complete & In Place	40,000.00	40,000.00	40,000.00	40,000.00
2	1	LS	Barricades, Signs, & Traffic Handling, Complete & In Place	10,000.00	10,000.00	3,500.00	3,500.00
3	1	LS	Erosion & Sedimentation Control, Complete & In Place	15,000.00	15,000.00	10,000.00	10,000.00
4	1296	LF	Structural Backfill, Complete & In Place	30.00	38,880.00	40.00	51,840.00
5	6112	LF	12" PVC Sanitary Sewer (D3034 SDR 26), Complete & In Place	37.50	229,200.00	41.00	250,592.00
6	1650	LF	18" PVC Sanitary Sewer (F679 SDR 26), Complete & In Place	55.00	90,750.00	58.00	95,700.00
7	169	LF	12" DIP Sanitary Sewer (C151 CL 350), Complete & In Place	40.00	6,760.00	50.00	8,450.00
8	412	LF	18" DIP Sanitary Sewer (C151 CL250), Complete & In Place	55.00	22,660.00	70.00	28,840.00
9	90	LF	24" x 3/8" Steel Casing by Bore, Complete & In Place	250.00	22,500.00	285.00	25,650.00
10	40	LF	30" x 3/8" Steel Casing by Bore, Complete & In Place	300.00	12,000.00	325.00	13,000.00
11	100	LF	30" x 30" Concrete Encasement, Complete & In Place	50.00	5,000.00	65.00	6,500.00
12	111	LF	Pavement Repair - Concrete, Complete & In Place	40.00	4,440.00	85.00	9,435.00
13	12	LF	Pavement Repair - Gravel, Complete & In Place	50.00	600.00	28.00	336.00
14	63	LF	Pavement Repair - Asphalt, Complete & In Place	30.00	1,890.00	63.00	3,969.00
15	440	SF	Rip Rap, Complete & In Place	6.00	2,640.00	8.00	3,520.00
16	18	EA	4' Standard Manhole, Complete & In Place	3,250.00	58,500.00	4,600.00	82,800.00
17	7	EA	5' Standard Manhole, Complete & In Place	4,000.00	28,000.00	5,600.00	39,200.00
18	1	LF	Water Tight Manhole Lid, Complete & In Place	400.00	400.00	500.00	500.00
19	8211	LF	Trench Safety, Complete & In Place	2.00	16,422.00	1.00	8,211.00
20	8341	LF	TV Inspection of Sanitary Sewer Lines, Complete & In Place	2.25	18,767.25	2.00	16,682.00
21	300	LF	Crushed Stone Embedment, Complete & In Place	10.50	3,150.00	8.00	2,400.00
22	8241	LF	Hydromulching, Complete & In Place	1.20	9,889.20	0.75	6,180.75
23	100	LF	Sodding, Complete & In Place	5.00	500.00	4.50	450.00
<b>Grand Total</b>					\$637,948.45		\$707,755.75

Total Number of Days to Completion	175	175
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Certification	Y	Y
Experience & Data Information	Y	N
Addenda Received	Y	Y
Exceptions	N	N
Bid bond	Y	Y



W. J. BRYAN PKWY

N

STEEPLECHASE  
SEWER LINE  
PHASE 2

WELLBORN RD

JONES-BUTLER

ROCK PRAIRIE WEST

0 750 1,500 3,000 Feet

**April 27, 2006  
Consent Agenda  
Cable Franchise Ordinance Amendment**

**To:** Glenn Brown, City Manager

**From:** Don Fazzino, Manager of Special Projects and Legislative Affairs

**Agenda Caption:** Presentation, possible action, and discussion regarding the first reading of an ordinance amending the cable television franchise ordinance (Ordinance No. 2682) pertaining to the assignment of the franchise from Cox Southwest Holdings, L.P. to Cebridge Acquisition, L.P.

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

**Summary:** This ordinance exempts Cebridge Acquisition, L.P. (Cebridge) from the provisions of Section 45(6) of the cable television franchise ordinance, requiring an assignee to assume past obligations of the former franchise holder, if Cebridge completes the assignment of the franchise from Cox Southwest Holdings, L.P. by September 1, 2006. This ordinance also adds a new subsection (7) to Section 48 of the cable franchise to document Cebridge's agreement to make cash payments to the City on June 1, 2006 and June 1, 2007 in the amount of fifty (50) cents per customer to be used for capital facilities on educational and government channels. These ordinance amendments were contemplated by Resolution No. 04-13-2006-12.11 and the Acceptance Agreement approved by the College Station City Council on April 13, 2006. This ordinance amendment requires three readings.

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

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING ORDINANCE NO. 2682, THE CITY OF COLLEGE STATION'S CABLE TELEVISION FRANCHISE ORDINANCE; AMENDING SECTION 45(6) PERTAINING TO THE ASSIGNMENT OF THE FRANCHISE FROM COX SOUTHWEST HOLDINGS, L.P., TO CEBRIDGE ACQUISITION, L.P., TO BE COMPLETED BY SEPTEMBER 1, 2006; ADDING A NEW SUBSECTION 48(7) PROVIDING FOR PAYMENTS TO THE CITY OF COLLEGE STATION BY THE CABLE OPERATOR OF FIFTY CENTS PER SUBSCRIBER ON JUNE 1, 2006, AND ON JUNE 1, 2007, TO BE USED FOR CAPITAL FACILITIES FOR EDUCATION OR GOVERNMENT CHANNELS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 13, 2006, the College Station City Council approved the assignment of the current cable television franchise subject to the terms and conditions set forth in Resolution No. 04-13-2006-12.11 and an Acceptance Agreement entered into by the City of College Station, College Station Utilities, Cox Southwest Holdings, L.P., and Cebridge Acquisition, L.P.; and

WHEREAS, the Acceptance Agreement contemplated the two amendments to Ordinance No. 2682 as provided in this ordinance; now, therefore,

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

1. Section 45(6) of Ordinance No. 2682 is amended to read as follows:

“(6) As a condition of an assignment or transfer the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by this Franchise Ordinance, and that the assignee or transferee assumes all obligations and liabilities imposed by this Franchise Ordinance on the former franchisee. *Cebridge Acquisition, L.P., shall be exempt from the preceding sentence if the Assignment of the Franchise Ordinance from Cox Southwest Holdings, L.P., to Cebridge Acquisition, L.P., is completed on or before September 1, 2006.*

2. Section 48 of Ordinance No. 2682 is amended by adding a subsection (7) to read as follows:

“(7) Operator agrees to pay the City a cash payment of fifty (50) cents per Subscriber to be used for capital facilities for education or government Channels on June 1, 2006, and again on June 1, 2007. These amounts are not to be considered to be part of any franchise fee payment nor deducted from any franchise fee paid to the City. Operator agrees that the costs of these payments shall not be passed through to subscribers.”

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

Page 2

3. This ordinance, amending Ordinance No. 2682, shall take effect and be in full force and effect immediately upon adoption on third reading.

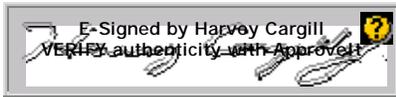
ATTEST:

APPROVED:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Ron Silvia, Mayor

APPROVED:



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

Considered and approved on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2006.

Considered and approved on second reading on the \_\_\_\_ day of \_\_\_\_\_, 2006.

Considered on third reading, approved and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2006.

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

Page 3

**ACCEPTANCE**

TO THE CITY OF COLLEGE STATION, TEXAS:

That Cebridge Acquisition, L.P., hereby accepts Ordinance No. \_\_\_\_\_ adopted by the College Station City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, and entitled as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 2682, THE CITY OF COLLEGE STATION'S CABLE TELEVISION FRANCHISE ORDINANCE; AMENDING SECTION 45(6) PERTAINING TO THE ASSIGNMENT OF THE FRANCHISE FROM COX SOUTHWEST HOLDINGS, L.P., TO CEBRIDGE ACQUISITION, L.P., TO BE COMPLETED BY SEPTEMBER 1, 2006; ADDING A NEW SUBSECTION 48(7) PROVIDING FOR PAYMENTS TO THE CITY OF COLLEGE STATION BY THE CABLE OPERATOR OF FIFTY CENTS PER SUBSCRIBER ON JUNE 1, 2006, AND ON JUNE 1, 2007, TO BE USED FOR CAPITAL FACILITIES FOR EDUCATION OR GOVERNMENT CHANNELS; AND PROVIDING AN EFFECTIVE DATE

CEBRIDGE ACQUISITION, L.P.  
By: Dale Bennett

Signature: \_\_\_\_\_  
Title: Senior Vice President  
Date: \_\_\_\_\_

Date: April 27, 2006

**Consent Agenda**

**Item Title:** Click It or Ticket/Selective Traffic Enforcement Program Grant

**To:** Glenn Brown, City Manager

**From:** Michael Clancey, Director of Police Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2006.

**Recommendation(s):** Approval of a resolution authorizing the City to enter into the Click It or Ticket Selective Traffic Enforcement Program grant contract for fiscal year 2006.

**Summary:** The Texas Department of Transportation has made available funds to compensate police officers, on an overtime basis, to conduct a two week occupant protection enforcement effort during the Memorial Day Holiday period of May 22, 2006 through June 4, 2006.

The grant's objectives are to increase safety belt use among drivers, front seat passengers and child passengers during the Memorial Day Holiday period within the City of College Station.

**Budget & Financial Summary:** The City of College Station has been approved for \$10,000 for this two week period. These are federal funds that are administrated by the Texas Department of Transportation with 100% of all expenses, for this project, being reimbursed to the City.

**Attachments:**

1. Authorization Letter
2. Grant Agreement
3. Attachment A
4. Attachment B
5. City's Compensation Policy
6. Attachment C
7. City's Seat Belt Policy
8. Attachment D
9. Attachment E
10. Fringe Benefits Costs Breakdown
11. Attachment F
12. Resolution

April 14, 2006

To Whom It May Concern:

As Mayor of the City of College Station, you are hereby notified that the following employees are authorized to submit requests and reports related to the Texas Department of Transportation's grant concerning the 2006 Click It or Ticket Selective Traffic Enforcement Program.

Request for Reimbursement – Michelle Jackson, Staff Accountant

Project Performance Reports

Cost Assumption Reports

Project Extension Requests

Administrative Evaluation Reports – James M. Woodward, Police Sergeant



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Ron Silvia, Mayor  
City of College Station

- Federal Pass Through  
Grant Funds CFDA #20.600
- State Grant Funds

Misc. Contract Number: \_\_\_\_\_  
 Charge Number: \_\_\_\_\_  
 Project Year: \_\_\_\_\_

PIN (14 characters only): 17460005345004

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department, and the City of College Station, hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n):

- State Agency
- Unit of Local Government
- Other (describe): \_\_\_\_\_
- Non-Profit Organization
- Educational Institution

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 2006.

**Project Title:** STEP - CIOT

**Brief Project Description:** To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period.

**Grant Period:** The Grant becomes effective on May 1, 2006, or on the date of final signature of both parties, whichever is later, and ends on June 30, 2006 unless terminated or otherwise modified.

**Maximum Amount Eligible for Reimbursement:** \$10,000.

The following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Mailing Addresses
- Attachment B, General Terms and Conditions (TxDOT Form 1854)
- Attachment C, Project Description (TxDOT Form 2076)
- Attachment D, Action Plan (TxDOT Form 1852)
- Attachment E, Project Budget (TxDOT Form 2077 or 2077-LE)
- Attachment F, Operational Plan (TxDOT Form 2109) (for Selective Traffic Enforcement Program grants only)

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

**THE SUBGRANTEE**

**THE STATE OF TEXAS**

City of College Station  
[Legal Name of Agency]

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
[Authorized Signature]

By \_\_\_\_\_

Ron Silvia  
[Name]

District Engineer  
Texas Department of Transportation  
(For local project grants under \$100,000 or for grants of \$100,000 or more that are recommended for approval.)

Mayor  
[Title]

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

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

Under authority of Ordinance or Resolution Number (for local governments):

\_\_\_\_\_

By \_\_\_\_\_

Director, Traffic Operations Division  
Texas Department of Transportation  
(Not required for local project grants under \$100,000.)

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

Project Title: STEP – CIOT

Mailing Addresses

For the purpose of this agreement, the **following addresses shall be used to mail all required notices, reports, claims, and correspondence.** (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

**For Subgrantee (Project Director):**

**Name:** James Woodward

**Title:** Sergeant

**Organization:** College Station Police Department

**Address:** 2611 Texas Avenue South

College Station, TX 77840

**Phone:** 979-764-5012

**Fax:** 979-764-3468

**E-mail:** jwoodward@cstx.gov

**Note:** Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

**For Texas Department of Transportation:**

**Name:** Kirk Barnes

**Title:** Director of Transportation

**Organization:** Texas Department of Transportation

**Address:** 1300 N. Texas Avenue

Bryan, TX 77803

**Phone:** 979-778-9756

**Fax:** 979-778-9709

**E-mail:** kbarnes@dot.state.tx.us

— For TxDOT Use Only —

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- Federal Pass Through  
Grant Funds CFDA #20.600
- State Grant Funds

Misc. Contract Number: \_\_\_\_\_  
 Charge Number: \_\_\_\_\_  
 Project Year: \_\_\_\_\_

PIN (14 characters only): 17460005345004

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

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**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

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**THE SUBGRANTEE**

**THE STATE OF TEXAS**

City of College Station  
[Legal Name of Agency]

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
[Authorized Signature]

By \_\_\_\_\_

Ron Silvia  
[Name]

District Engineer  
Texas Department of Transportation  
(For local project grants under \$100,000 or for grants of \$100,000 or more that are recommended for approval.)

Mayor  
[Title]

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

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

Under authority of Ordinance or Resolution Number (for local governments):

\_\_\_\_\_

By \_\_\_\_\_

Director, Traffic Operations Division  
Texas Department of Transportation  
(Not required for local project grants under \$100,000.)

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

Project Title: STEP – CIOT

Mailing Addresses

For the purpose of this agreement, the **following addresses shall be used to mail all required notices, reports, claims, and correspondence.** (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

**For Subgrantee (Project Director):**

**Name:** James Woodward

**Title:** Sergeant

**Organization:** College Station Police Department

**Address:** 2611 Texas Avenue South

College Station, TX 77840

**Phone:** 979-764-5012

**Fax:** 979-764-3468

**E-mail:** jwoodward@cstx.gov

**Note:** Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

**For Texas Department of Transportation:**

**Name:** Kirk Barnes

**Title:** Director of Transportation

**Organization:** Texas Department of Transportation

**Address:** 1300 N. Texas Avenue

Bryan, TX 77803

**Phone:** 979-778-9756

**Fax:** 979-778-9709

**E-mail:** kbarnes@dot.state.tx.us

**Project Title: STEP - CIOT**  
**Subgrantee: City of College Station**

**Texas Traffic Safety Program**  
**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

**Project Title: STEP - CIOT**  
**Subgrantee: City of College Station**

- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee’s governing board or the Subgrantee’s subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project Budget,

**Project Title:** STEP - CIOT  
**Subgrantee:** City of College Station

specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

- B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the

**Project Title:** STEP - CIOT  
**Subgrantee:** City of College Station

appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.

- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

**ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

**ARTICLE 5. AMENDMENTS**

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

**ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

**Project Title:** STEP - CIOT  
**Subgrantee:** City of College Station

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

The Subgrantee must complete and submit the Final Performance Report and Administrative Evaluation Report to the Department via the Buckle Up Texas website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) no later than twenty (20) days from the end of the enforcement period (June 4, 2006). The due date for the Final Performance Report and Administrative Evaluation Report is **June 24, 2006**. The Subgrantee shall submit the Final Performance Report and Administrative Evaluation Report electronically using forms approved by the Department that are provided on the website.

The Final Performance Report and Administrative Evaluation Report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**Project Title:** STEP - CIOT  
**Subgrantee:** City of College Station

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

**ARTICLE 9. INDEMNIFICATION**

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE 10. DISPUTES AND REMEDIES**

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

**ARTICLE 11. TERMINATION**

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**Project Title:** STEP - CIOT  
**Subgrantee:** City of College Station

**ARTICLE 12. INSPECTION OF WORK**

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**ARTICLE 13. AUDIT**

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

**ARTICLE 14. SUBCONTRACTS**

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

**ARTICLE 15. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price

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or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

**ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

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- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

**ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

**ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. *Compliance with regulations:* The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. *Nondiscrimination:* The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. *Solicitations for subcontracts, including procurement of materials and equipment:* In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. *Information and reports:* The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. *Sanctions for noncompliance:* In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.

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F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

### **ARTICLE 24. DEBARMENT/SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

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4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

**ARTICLE 25. LOBBYING CERTIFICATION**

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 26. CHILD SUPPORT STATEMENT**

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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The form for the Child Support Statement is available on the Internet at:  
<http://www.dot.state.tx.us/cso/default.htm>.

## **SECTION 4: COMPENSATION**

**Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.**

### **4.01. Pay Plan Policy**

The purpose of the classification and compensation system is to ensure the recruitment, motivation, career development and retention of professional, excellent employees. The City of College Station values its most important asset, the employees, who provide efficient, effective, responsive and creative public services that result in the highest quality of customer focused services to its citizens.

The classification and compensation system supports the employees of the City by helping them to be responsive to their customers while being fiscally responsible, which assists in preserving and advancing the quality of life resulting in exceptional civic pride.

#### **STRATEGY 1**

To provide for a simplified classification system that defines the general scope and complexity of the work required.

**GOAL 1:** To establish a classification structure that reflects roles and responsibilities.

**GOAL 2:** The classification plan will meet the current needs of operating departments while providing managers with maximum flexibility to manage and organize the work in a changing environment.

**GOAL 3:** The classification system will be responsive to organizational and environmental change through the creation of new classes and redefinition of job responsibilities as defined by the City and its departments.

**GOAL 4:** The Reclassification Process will be administered by the Human Resources Department in an efficient, cost effective, responsive, fair and equitable manner to meet the needs of both the City and its employees.

#### **STRATEGY 2**

To provide a compensation system that will reflect economic conditions of the various occupational labor markets in which the City must compete. The system will incorporate a skill-based, competency based, and/or performance-based tool depending on the appropriateness for the occupational grouping.

**GOAL 1:** Compensation levels will reflect the multiple labor markets covering City classes.

**GOAL 2:** Pay grade midpoint (job rate) will approximate the 60<sup>th</sup> percentile of actual salaries paid to positions in the relevant labor market(s) as reported in salary survey results. Pay range minimums and maximums will be established from survey results. On average, the goal will be to pay employees at the 60<sup>th</sup> percentile for performance that meets standards.

**GOAL 3:** Classifications which are not used in development of the salary structure (e.g., specialized jobs without peers in the marketplace), will be placed in the salary structure based upon their internal relationship with benchmark classes within the occupational group as determined through a standardized job evaluation process.

**GOAL 4:** Salary advancement up to the job rate will be based on performance that meets standards and achievement of additional skills/competency sets for the job class as appropriate.

**GOAL 5:** Employees will be informed regarding their compensation and benefits.

GOAL 6: The compensation system will be responsive to organizational and market changes by consistent, cost effective, fair, and equitable review of the pay structure and placement of individuals within that structure.

### **STRATEGY 3**

Departments will encourage an atmosphere of creativity, innovation, continuous improvement, and operational efficiency improvements.

GOAL 1: Gainsharing will be continued to reward financial savings. When these savings are identified, a portion of the savings will be passed on to employees on a one-time payment after the close of the fiscal year. The balance of the savings will be used to fund necessary city business.

### **STRATEGY 4**

To provide a performance appraisal system (PAS) that will be used to review performance, communicate performance expectations, and support the employee in helping the organization to achieve a superior level of performance.

GOAL 1: The performance appraisal system will be used constructively to promote achievement of organizational goals.

GOAL 2: The performance appraisal system will provide constructive feedback to encourage the development of skills, enhance individual performance, and assist in professional and personal development.

## **4.02. Pay**

### **A. Pay Range Structure (Minimum, Midpoint, and Maximum)**

Each position has a pay range structure of a minimum, midpoint, and maximum pay rate. The minimum pay rate is the entry pay rate, or lowest pay rate for that job. The midpoint pay rate is the point midway between the minimum and maximum pay rates and is the sixtieth (60<sup>th</sup>) percentile of the market for that job. The sixtieth (60<sup>th</sup>) percentile is the data point in the salary survey data that is at 60% of the other data points (example: the sixth highest point in a series of ten). The midpoint is determined to be the pay rate on average at which the City of College Station pays. This pay rate is used to determine the point in the salary range that is considered to be the target level for performance that meets standards. An employee may or may not reach the midpoint over time. The maximum pay rate is the top pay rate, or highest pay rate for that job.

### **B. Job Classification Definitions**

**Non-exempt - clerical:** Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform clerical duties.

**Non-exempt - non-clerical:** Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and do not primarily perform clerical duties.

**Exempt:** Positions paid on a salary basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform bonafide executive, administrative, or professional duties.

### **C. Pay for New Employees**

**Non-exempt - clerical:** An employee may be hired from the minimum pay rate up to ten percent (10%) above the minimum pay rate for that job, depending on qualifications, education, and experience. A Department Director has to receive City Manager and Human Resources approval to pay more than ten percent (10%) above the minimum pay rate for that job.

**Non-exempt - non-clerical:** An employee may be hired at the rate of pay that reflects the requirements of the skill level he/she brings to the job. Each department has outlined particular skills for these positions that would benefit the department and City as a whole. Each skill level has a particular pay rate associated with it. If the new employee

does not possess any of the skills, he/she will be hired at the minimum pay rate for that job.

**Exempt:** An employee may be hired from the minimum pay rate up to the midpoint pay rate for that job, depending on qualifications, education, and experience. A Director has to receive City Manager and Human Resources approval to pay more than the midpoint pay rate for that job.

#### **D. Pay Increases**

**Non-exempt - clerical:** An employee is eligible to receive pay increases through a pay for performance pay system. An employee is eligible for performance pay each January 1<sup>st</sup> following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

**Non-exempt - non-clerical:** An employee is eligible to receive pay increases through a skill-based pay system. An employee is eligible for a pay increase after six (6) months of employment, unless otherwise specified by the Department, if they have met the required skills for advancement to the next skill level and have a successful performance evaluation. An employee may receive up to two (2) pay increases per fiscal year if he/she has met the required skills for advancement to the next skill level and has a successful performance evaluation within the last twelve (12) months. Once an employee has met the requirements for all skill levels, he/she is eligible for performance pay each January 1<sup>st</sup>. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

**Exempt:** An employee is eligible to receive pay increases through a competency-based pay system. An employee is eligible for competency pay each January 1<sup>st</sup> following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

#### **E. Promotions**

**Non-exempt - clerical:** When an employee is promoted to another position, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater, not to exceed the midpoint pay rate for that job.

**Non-exempt - non-clerical:** When an employee is promoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater.

**Exempt:** When an employee is promoted to another position, the Director may pay the employee from the minimum pay rate up to the midpoint pay rate for that job, depending on his/her qualifications, education, and experience.

#### **F. Demotions**

***Non-exempt - clerical:*** When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

***Non-exempt - non-clerical:*** When an employee is demoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job. If he/she does not meet any of the skill level requirements, he/she will be paid at the minimum pay rate for that job.

***Exempt:*** When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

All demotions must be done in conjunction with the Department Director and Human Resources.

#### **G. Position Transfers**

***Non-exempt - clerical:*** When an employee is transferred to a different position, he/she will keep his/her current pay rate.

***Non-exempt - non-clerical:*** When an employee is transferred to a different position, he/she will keep his/her current pay rate or will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job, whichever is greater.

***Exempt:*** When an employee is transferred to a different position, he/she will keep his/her current pay rate.

#### **H. Reclassifications**

***Non-exempt - clerical:*** When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

***Non-exempt - non-clerical:*** When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or keep his/her current pay, whichever is greater.

***Exempt:*** When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

#### **I. Acting Pay**

An employee may be charged with the duties and responsibilities of a higher classified position due to that employee's absence from the higher classified position. If an employee assumes these duties and responsibilities for more than thirty (30) days, a five percent (5%) pay increase will be given. A Department Director has to receive City Manager and Human Resource approval to pay more than five percent (5%). The acting pay increase will be effective starting the first day of assuming the duties and responsibilities of the higher classified position and the acting pay increase will end once

the duties and responsibilities are no longer being performed. If an employee assumes these duties and responsibilities for less than thirty (30) days, no pay increase will be given.

#### **J. Disciplinary Probations**

An employee on disciplinary probation will not receive a pay increase. Once he/she is no longer on disciplinary probation and has a successful performance evaluation as defined by the Department, he/she may receive a pay increase under the established pay plan guidelines.

#### **K. Salary and Market Surveys**

*Overview:* The Human Resources Department will conduct, at a minimum, a yearly salary and market survey to determine the City of College Station's competitiveness to the applicable market's 60<sup>th</sup> percentile. Other cities with comparable characteristics to that of College Station are determined to be the "applicable market" and are used as comparisons in the survey. Other applicable data from other employers, entities, or organizations may be utilized as well.

The overall findings of the survey are presented to the City Council for discussion and possible action. If the City of College Station's pay range structures are determined to be behind or ahead of the market, recommendations may be made to the City Council to increase the current pay range structures, decrease the current pay range structures, or keep the current pay range structures, keeping in mind any budgetary constraints.

*Market Pay Adjustments:* Depending where each individual employee is being paid in their pay range structure, he/she may or may not receive a pay adjustment to their current pay rate. In the event of a market pay adjustment, the effective date of such change will be approved by the City Council.

#### **L. Gainsharing**

*Overview:* The Gainsharing Program rewards employees for cost saving measures. Gainsharing is a concept used in the private sector to provide employees with a portion of the profits of the organization. This same concept is used to try and reward College Station employees for finding ways to save money for the City through improved operations and innovations.

Funds used as gainsharing come from savings from the current budget. During the fiscal year, departments are encouraged to implement programs that promote savings in the budget so funds could be available for the Gainsharing Program. Departments are also encouraged to do things that result in small savings in day to day activities.

*Employee Eligibility Criteria:* The following criteria is used to determine whether or not an employee is eligible to participate in the Gainsharing Program:

1. Employee must be regular full-time or regular part-time.
2. Employee must be employed prior to April 1<sup>st</sup> of the fiscal year.
3. Employee must be employed on the day the gainsharing check is distributed.

*Gainsharing Distribution:* One-third (1/3) of the total identified net savings is distributed to eligible employees in the form of a one-time gainsharing check. This check is typically given in December following the previous fiscal year. Federal taxes and mandatory retirement deductions are deducted from the gainsharing check. The remaining two-thirds (2/3) is identified as additional resources for future programs. All eligible employees in all departments share equally in the gainsharing distribution.

Savings at the end of a fiscal year may or may not be realized. If savings are realized, the amounts may vary from fiscal year to fiscal year. A gainsharing check is not guaranteed

to be distributed each year. All gainsharing check distributions must be approved by the City Council.

**Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.**

#### **4.03. Time Sheets**

Employees are required to furnish a record of their work time for each day of the pay period. Each employee is responsible for the accuracy of his/her time sheet before signing and submitting it to his/her immediate supervisor. Time sheets are due in the Payroll office at a designated time during the week prior to payday.

#### **4.04. Pay Day**

The City divides the year into twenty-six (26) bi-weekly pay periods. Employees are paid every other Friday for work performed during the preceding two-week pay period.

#### **4.05. Pay Checks**

Each paycheck includes payment for all hours worked during the pay period or hours covered by some form of paid leave. Employees receive their paychecks through direct deposit into their checking and/or savings accounts. Paycheck stubs are distributed to employees in their respective departments. Employees should check their paycheck stubs to assure the hours, pay rate, and deductions are correct. If an employee perceives that something is not correct on his/her paycheck stub, the employee should immediately contact their immediate Supervisor and the Payroll Office.

#### **4.06. Payroll Deductions**

The following deductions are required by law or the City from each paycheck:

1. Federal income tax withholding;
2. Social Security/Medicare;
3. Texas Municipal Retirement System (eligible employees only);
4. Deductions directed by law, such as child support, IRS tax levy;
5. Payment of health insurance premiums (if applicable); and
6. Payment of life insurance or supplemental life insurance (if applicable).

Additional deductions, which are optional and may be requested by an employee:

1. Credit Union;
2. Gym membership;
3. United Way contributions;
4. Flex Plan deductions;
5. Deferred Compensation plans;
6. Savings Bond Purchases;
7. Optional Benefit Plans; and

8. Work-related purchases (i.e. safety footwear, coveralls, etc.).

Employees wishing to add or change payroll deductions should contact the Human Resources Department. It is the employee's responsibility to maintain current payroll deduction information with the Human Resources Department and/or the Payroll office.

#### **4.07. Overtime Pay/Compensatory Time Off**

The normal work week for full-time, regular, employees with the exception of firefighters is the seven day period beginning at 12:01 a.m. on Monday and continuing through 12:00 midnight the following Sunday.

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Under the FLSA 207(k) exemption, firefighters have an established work period. Specific details relating to the work period and work schedule are available in the Fire Department.

Department Directors may schedule overtime when necessary to meet essential operating requirements. Efforts will be made to distribute the overtime as evenly as possible among qualified employees. Once an employee is scheduled to work overtime, he/she is expected to show up and perform the work. Any employee who fails to show up and work scheduled overtime may be subject to disciplinary action. Employees are not permitted to work overtime, or accrue compensatory time off, without prior authorization and approval by their immediate Supervisor or Department Director.

### **A. Non-Exempt Employees**

Employees in non-exempt positions with actual work hours that exceed forty (40) in the designated work week are eligible to receive overtime pay or compensatory time off. City employees may also be eligible for overtime pay for hours worked during a regularly scheduled holiday and for hours worked on an emergency callback basis. In conformance with the Fair Labor Standards Act, employees will be compensated for overtime pay or compensatory time off at a rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of forty (40) in a work week.

Firefighters are eligible for overtime pay or compensatory time off in accordance with the FLSA 207(k) exemption.

The accrual of compensatory time off for non-exempt employees is limited to sixty (60) hours, unless otherwise specified by the Department. After accruing sixty (60) hours of compensatory time off, an employee will receive overtime pay for excess hours in the designated work week.

For the purpose of computing overtime and compensatory time for non-exempt employees, holiday, sick, or vacation time used during the pay period may be included. Upon termination, non-exempt employees will be paid for all accrued overtime and/or compensatory time.

### **B. Exempt Employees**

Employees who are exempt from the Fair Labor Standards Act overtime provisions will not receive overtime pay. With prior authorization and approval, exempt employees are eligible to accrue compensatory time on an hour-for-hour basis for work performed above the normal requirements of the job. Accrual of compensatory time for exempt employees is unlimited. Upon termination, exempt employees will not be paid for accrued compensatory time.

### **C. Overtime - Secondary Employment**

If an employee, at his/her own option, works a second job with the City in a different capacity from his/her regular employment and on an occasional and sporadic basis, the hours worked in the two jobs shall not be combined for the purpose of determining overtime. "Different capacity" means that the work must not fall in the same occupational category as the employee's regular position.

### **4.08. Shift Differential Pay**

Police Officers, Communication Operators and Public Safety Officers working the evening and night shifts, as established by the department, will be eligible for shift differential pay. The pay differential will be paid per hour for the time assigned during the applicable shift.

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### **4.09. Pay - Daylight Savings Time**

City employees will be paid for hours actually worked during a shift that includes the change to or from Daylight Savings Time. This may place the employee in an overtime situation for one (1) hour or may result in one (1) hour less than a usual shift. At the discretion of the Department Director, employees may be allowed to leave work one hour early or work one extra hour. Also, at the discretion of the Department Director, employees may use one (1) hour of accrued vacation or comp time to ensure he/she receives a full shift of pay.

### **4.10. On Call**

Although all City employees are subject to being called back to duty after normal working hours, some Department Directors may establish on-call schedules to ensure the continuous delivery of essential services after regularly scheduled working hours.

On-call is defined as a period of time that City employees are formally scheduled to remain available to be called back to work on short notice if the need arises.

A non-exempt City employee who is formally designated to be in an on-call status will be paid an additional \$15.00 per day. Additionally, all working time after being called into service will be compensated as hours worked. The overtime rate of one and one-half (1-1/2) times the regular rate will apply if the hours actually worked during the work week and while on call exceed forty (40) hours. Exempt employees do not receive on-call compensation. Employees who are scheduled for on-call duty are expected to respond to a reasonable assignment. Failure to respond to a reasonable on-call assignment may subject an employee to disciplinary action.

Non-exempt employees (whether in an on-call status or not) who are called back to work after leaving the work premises before midnight will receive a minimum of one (1) hour of pay for the first call. Any sequential calls received while completing the first call will be included in the initial one (1) hour minimum pay. A non-exempt employee will receive an additional minimum of one (1) hour of pay for each subsequent call received during the same twenty-four (24) hour period once he/she returns home after completing a call. Non-exempt employees who are the first to respond to emergency duty between the hours of midnight and 6:00 AM will receive a minimum of two (2) hours of overtime pay at one and one-half (1-1/2) times their regular rate of pay without regard to whether forty (40) hours per week have been worked. The minimum of two hours of overtime pay will only be paid one time per night. Scheduled overtime during these hours is not affected by this policy. Any additional actual hours worked in excess of the two (2) hours will be paid as regular working time rounded to the nearest one-half (1/2) hour, and subject to the overtime rate after forty (40) hours in a work week.

### **4.11. Educational Incentive Pay for Fire and Police**

It is the policy of the City of College Station to be competitive and provide incentives to the Fire and Police Department that will encourage the development and retention of a professional Fire and Police Department by raising the standards of promotional qualifications.

#### **A. Eligibility**

All regular full-time Police Officers and Firefighters are eligible to receive certification and incentive pay above the required basic certification.

#### **B. Procedures**

Educational incentive pay for eligible employees' completion of a pre-approved course or degree from an accredited college, university, or technical school (internet offered courses will be reviewed and pre-approved on a case by case basis) is as follows:

**Police (TCLEOSE)**

Associate's Degree \$25/mo.

Bachelor's Degree \$50/mo.

Master's Degree \$75/mo.

Intermediate Certificate in Law Enforcement \$75/mo.

Advanced Certificate in Law Enforcement \$100/mo.

Master Peace Officer Certificate in Law Enforcement \$150/mo.

Eligible Police Officers may receive pay for both a degree and a certificate.

#### **Fire (Commission on Fire Protection)**

Associate's Degree \$25/mo.

Bachelor's Degree \$50/mo

Master's Degree \$75/mo.

Intermediate Certificate in Fire Protection \$75/mo.

Advanced Certificate in Fire Protection \$100/mo.

Master Certificate in Fire Protection \$150/mo

Eligible Firefighters may receive pay for both a degree and a certificate.

#### **C. Application Process**

Eligible Police Officers and Firefighters are required to submit an application to the Police Chief or Fire Chief accompanied with a certified transcript and/or copy of the certificate issued by TCLEOSE, the Commission on Fire Protection, or the Texas Department of Health.

#### **4.12. Public Safety Assignment Pay**

##### **A. Purpose**

The City of College Station has identified a need for Public Safety employees to become proficient in certain fields of expertise. To encourage and reward employees for these additional duties, and for acquiring these skills, special assignment pay will be given.

##### **B. Eligibility**

All regular full-time Police Officers and Firefighters may be eligible to receive assignment pay. The Department Director will determine the number of positions needed for each assignment and the criteria for eligibility. The number will be limited and may be changed by the department. Employees may receive more than one assignment pay.

##### **C. General Provisions**

Individuals who qualify to receive assignment pay, as determined by the department, will receive the following amounts:

##### **Police**

Accident Reconstructionist \$50/mo.

Hostage Negotiator \$35/mo.

Field Training Officer (FTO) Patrol \$15/day

Field Training Officer (FTO) Communications \$12/day

Forensic Technician \$100/mo.

Training Specialist (SRO and FTO Coordinator) \$100/mo.

Crime Scene Technician \$50/mo.

Special Weapons and Tactics (SWAT) \$50/mo.

Explosive Technician \$75/mo.

Drug Recognition Expert (DRE) \$50/mo.

Public Information Officer (PIO) \$75/mo.

Canine Handler \$75/mo.

Criminal Investigation \$100/mo.

##### **Fire**

Texas Department of Health's Paramedic Certification \$200/mo.

Fire and Arson Investigator \$50/mo.  
 Aircraft Rescue and Firefighting \$50/mo.  
 Hazardous Material Technician \$50/mo.

Application for assignment pay must be made to the Police Chief or Fire Chief with the required documentation as outlined in the departmental policy. Periodic reviews by the department will be conducted to determine if the employee still qualifies for assignment pay. Assignment pay will not be given to employees who are no longer qualified. Assignment pay will become part of the base wage when calculating overtime.

#### **4.13. Language Skills Pay**

##### **A. Purpose**

The City of College Station recognizes that in serving a diverse population, the use of a second language may be of benefit in providing quality service. Therefore, the City has developed a program to compensate employees who are proficient in the use of a second language.

##### **B. Eligibility**

All full-time regular and part-time regular employees in all departments of the City are eligible for language skills pay. Departments may regulate the number of employees by position or quantity, depending on its particular needs.

##### **C. Responsibilities**

It is the responsibility of the employee to request testing opportunities through his/her departmental management. The Human Resources Department in consultation with the employee's Director will decide if that person should proceed through the process. If so, the Human Resources Department will arrange for testing through a qualified testing service.

By receiving language skills compensation, the employee agrees to serve the organization by utilizing the language when needed either in their own position or when requested by other departments. The employee would be designated as a "City Translator" and will have their name available to be called on to use their skills for the benefit of the public and organization as a whole. Because the designation of "City Translator" carries with it the expectation of being called away from their regularly assigned duties of the department, the department may regulate the number of designated employees by position or quantity.

The department will pay for the language skills test(s) for a qualified employee a maximum of two (2) times. An employee is eligible to retest after six (6) months have passed from the original test date.

##### **D. General Provisions**

Employees who pass the established proficiency test(s) may be compensated for oral and/or written language skills.

Oral Language Skills: \$25/mo.

Written Language Skills: \$35/mo.

Oral and Written Language Skills: \$60/mo.

#### **4.14. Sign Language Skills**

Employees who are proficient in sign language may be compensated thirty-five (\$35) dollars per month for the skill.

**Project Title:** STEP - CIOT

**Name of Subgrantee:** City of College Station

## Traffic Safety Project Description

### I. OBJECTIVES & PERFORMANCE MEASURES

The Objectives of this grant are to accomplish the following by June 30, 2006:

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

Objectives/Performance Measures	Number
A. Number and type citations to be <b><u>issued under STEP</u></b>	
1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) mobilization.	250
2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT mobilization.	10
B. Number of STEP – CIOT enforcement hours worked	120
C. Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT mobilization, between pre & post survey results, by at least the following percentage points	2
D. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the Final Performance Report and Administrative Evaluation Report.	1
2. Submit the following number of Requests for Reimbursement	1
E. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of one (1) presentation for the Memorial Day Holiday CIOT mobilization.	1
2. Conduct a minimum of two (2) media exposures for the Memorial Day Holiday CIOT mobilization (e.g., news conferences, news releases and interviews).	2
3. Conduct a minimum of one (1) community event.	1
4. Obtain and distribute the following number of public information and education materials.	40

**NOTE:**

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

**II. RESPONSIBILITIES OF THE SUBGRANTEE:**

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objectives/Performance Measures shall be included in the Final Performance Report and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B.
- D. Complete and submit a **Final Performance Report and Administrative Evaluation Report** electronically on the Buckle Up Texas website ([www.buckleuptexas.com](http://www.buckleuptexas.com)) no later than twenty **(20) days** after the end of the enforcement period. The due date for this report is **June 24, 2006**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- E. A **Final Request for Reimbursement (RFR)** must be submitted no later than forty-five **(45) days** after the end of the grant period. The due date for the Final Request for Reimbursement is **August 14, 2006**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- F. Attend meetings according to the following:
  - 1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
  - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- G. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.
- H. No out of state travel is allowed under this grant agreement.
- I. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- J. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- K. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- L. Carry out the objectives of this grant by implementing the Operational Plan.
- M. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.
- N. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department (TxDOT) prior to the costs being incurred.

Subgrantee: City of College Station

- O. Support grants enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- P. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. **The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found on the Buckle Up Texas Website ([www.buckleuptexas.com](http://www.buckleuptexas.com)).** The pre and post-observational surveys for the cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will be conducted by the Texas Transportation Institute (TTI).

### III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. Review of periodic reports
  - 2. Physical inspection of project records
  - 3. Telephone conversations
  - 4. E-mails and letters
  - 5. Meetings
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D, the Traffic Safety Project Budget, Attachment E and attainment of project objectives.

## **8.05. Vehicle Driving Policy**

### **A. Policy**

The City is committed to promoting safe and responsible driving for all of its employees. To ensure this commitment is followed through, the City has established this policy of standards and requirements for employees with job duties and responsibilities that require them to drive City owned or rented/leased vehicles, or privately owned vehicles while conducting authorized City business.

### **B. Driving Certification/Standards**

Employees who drive vehicles applicable to this policy must conform to the following standards:

1. Be at least 18 years of age.
2. Possess a valid Texas driver license for the type of vehicle to be operated, as indicated below.
  - a. Class C License operates a single vehicle with gross vehicle weight ("GVW") rating of less than 26,001 pounds, or any such vehicle towing either a vehicle with a GVW rating that does not exceed 10,000 pounds; a bus with a seating capacity of less than 24 passengers, including the driver, does not include motorcycle or moped.
  - b. Class A License - Commercial Driver's License (CDL) operates any combination of vehicles with a gross combination weight rating of 26,001 pounds or more, provided the gross vehicle weight rating of the vehicle or vehicles being towed exceed 10,000 pounds; does not include motorcycle or moped.
  - c. Class B License - Commercial Driver's License - operates single vehicles with a load capacity of over 26,001 pounds or more, any one of those vehicles towing another vehicle with a GVW rating that does not exceed 10,000 pounds if either vehicle is:
    - (1) designed to transport 16 or more passengers; including the driver, or
    - (2) used in the transportation of hazardous materials that require the vehicle to be placarded under 49 CFR, Part 172, Subpart F.
    - (3) Possess the appropriate insurance if driving a personal vehicle.
3. Have successfully completed the requirement of the department's road test within 30 calendar days of the date the employee is required to operate a vehicle covered by this policy. This applies to individuals who fall under 2B and 2C.
4. Attend a City sponsored defensive driving course within ninety (90) days after beginning to drive on City business. The defensive driving course will be repeated every three (3) years throughout an individual's employment where driving is necessary. Police and Fire may substitute this stipulation with the annual Emergency Vehicle Operating course.
5. Attend the mandatory commentary (remedial) driving course if involved in a collision in a City vehicle, which is ruled preventable and which has \$750.00 or more in damage to either a City vehicle or a citizen's vehicle.
6. Be able to perform the tasks required for full operational and safe use of equipment, as determined by the guidelines of the Department of Transportation (DOT) and the State of Texas law statutes.

### **C. Mandatory Seat Belt Usage**

All employees and occupants of vehicles driven by employees on City business must have their seat belts and harness fastened while the vehicle is in motion. This directive applies

**to City owned or rented/leased vehicles, and privately owned vehicles being used to conduct authorized City business.**

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Form 1852 (rev. 3/15/2006)

## ACTION PLAN FY 2006

**PROJECT TITLE:** STEP - CIOT

**SUBGRANTEE:** City of College Station

**OBJECTIVE:** To complete administrative and general grant requirements by 06/30/2006, as defined below:

**KEY:**  
 p = planned activity  
 c = completed activity  
 r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Submit letter regarding signature authority.	Subgrantee									P					
2. Submit operational cost per vehicle mile (If applicable).	Subgrantee									P					
3. Hold Grant delivery meeting.	Department									P					
4. Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee										P				
5. Submit Request(s) for Reimbursement.	Subgrantee												P		
6. Conduct Monitoring.	Department									P	P				
7. Conduct Surveys	Subgrantee									P	P				
8. Conduct Enforcement	Subgrantee									P	P				



Form 1852 (rev. 3/15/2006)

## ACTION PLAN FY 2006

**PROJECT TITLE:** STEP - CIOT

**SUBGRANTEE:** City of College Station

**OBJECTIVE:** To support grant efforts with a public information and education (PI&E) program by 06/30/2006, as defined below:

**KEY:**  
 p = planned activity  
 c = completed activity  
 r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine types of materials needed.	Subgrantee									P					
2. Distribute materials.	Subgrantee									P	P				
3. Maintain records of all PI & E material received/distributed.	Subgrantee									P	P				
4. Conduct presentation.	Subgrantee									P					
5. Conduct media exposures (e.g., news conferences, news releases, and interviews)	Subgrantee									P	P				
6. Conduct community events (e.g., health fairs, booths).	Subgrantee									P					

To add another row to table, press **TAB** at end of row.



# Traffic Safety Project Budget

(for Law Enforcement Projects)

**Project Title:** STEP - CIOT

**Name of Subgrantee:** City of College Station

**Fiscal Year:** 2006

Check here if this is a revised budget.  
Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

**Budget Category I – Labor Costs**

**(100) Salaries**

Overtime or  Regular Time

Salary rates are estimated for budget purposes only.  
Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

List details:

A. Enforcement (overtime)

- 1. Officers/Deputies: 80.00 hrs. @ \$31.00 per hr.
- 2. Sergeants: 15.00 hrs. @ \$44.00 per hr.
- 3. Lieutenants/Other: 15.00 hrs. @ \$49.00 per hr.

TxDOT	Other/ State/Local	TOTAL
2,480	0	2,480
660	0	660
735	0	735

B. PI&E Activities (overtime)

See Grant Instructions.  
\_\_\_\_\_ hrs. @ \$\_\_\_\_\_ per hr.

_____	0	0
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C. Other (i.e., overtime staff, supervisory support, conducting surveys)

See Grant Instructions.  
Specify: data entry, conducting surveys, and supervisory support  
25.00 hrs. @ \$31.00 per hr.

775	0	775
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**Total Salaries** .....

<b>4,650</b>	<b>0</b>	<b>4,650</b>
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**(200) Fringe Benefits\***

Specify fringe rates:

- A. Overtime: 23%
- B. Part-Time: \_\_\_\_\_%
- C. Regular Time: \_\_\_\_\_%

1,120	0	1,120
_____	_____	0
_____	_____	0

**Total Fringe Benefits** .....

<b>1,120</b>	<b>0</b>	<b>1,120</b>
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**I. Total Labor Costs (100 + 200)** .....

<b>5,770</b>	<b>0</b>	<b>5,770</b>
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**\* Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

**Fiscal Year: 2006**

Check here if this is a revised budget.  
Date Revised: \_\_\_\_\_

(Round figures to nearest dollar)

**Budget Category II – Other Direct Costs**

	<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
<b>(300) Travel*</b>			
Reimbursements will be in accordance with Subgrantee’s travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.			
A. Travel and Per Diem (includes conferences, training workshops, and other non-enforcement travel) .....	_____	0	0
B. Subgrantee Enforcement Vehicle Mileage:			
Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee’s average cost per mile to operate patrol vehicles, not to exceed the applicable state mileage reimbursement rate as established by the Legislature in the travel provisions of the General Appropriations Act. Documentation of cost per mile is required prior to reimbursement.			
600.00 miles @ \$0.4450 per mile .....	267	0	267
<b>Total Travel</b> .....	<u>267</u>	<u>0</u>	<u>267</u>
<b>(400) Equipment*</b> .....	_____	0	0
<b>(500) Supplies*</b> .....	_____	0	0
<b>(600) Contractual Services*</b> .....	_____	0	0
<b>(700) Other Miscellaneous*</b>			
A. Registration fees (training, workshops, conferences, etc.) .....	_____	0	0
B. Public information & education (PI&E) materials .....	_____	_____	0
1. Educational items = \$ _____ (eg.: brochures, bumper stickers, posters, fliers, etc.)			
2. Promotional items = \$ _____ (eg.: key chains, magnets, pencils, pens, mugs, etc.)			
C. Other.....	_____	_____	0
<b>Total Other Miscellaneous</b> .....	<u>0</u>	<u>0</u>	<u>0</u>
<b>II. Total Other Direct Costs (300 + 400 + 500 + 600 + 700)</b> .....	<u>267</u>	<u>0</u>	<u>267</u>
<b>Budget Category III – Indirect Costs</b>			
<b>(800) Indirect Cost Rate*</b> (at _____ %) .....	_____	_____	0
<b>Summary:</b>			
<b>Total Labor Costs</b> .....	5,770	0	5,770
<b>Total Other Direct Costs</b> .....	267	0	267
<b>Total Indirect Costs</b> .....	0	0	0
<b>Grand Total (I+II+III)</b> .....	<u>6,037</u>	<u>0</u>	<u>6,037</u>
<b>Fund Sources (Percent Share)</b> .....	<u>100.00%</u>	<u>0.00%</u>	

**\* Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

## Fringe Benefits Cost Breakdown

Accidental Death and Dismemberment – 0.03% per \$1000.00 of base salary

Group Insurance – \$5,328 per person per year

Group Life Insurance – 0.37% per \$1000.00 of base salary

Long Term Disability – 0.18% per \$1000 of base salary

Medicare – 1.45%

Social Security – 6.2%

Texas Municipal Retirement System – 11.9%

Workmen's Compensation Insurance (average police) – 3.5%

Unemployment – 0.1% up to \$40 per year

**TRAFFIC SAFETY OPERATIONAL PLAN**  
 FY06 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	Enforcement Period
1. Occupant Protection Jurisdiction wide (Daylight hours)	Memorial Day Holiday May 22 – June 4, 2006

<b>FY 06 Memorial Day Holiday CIOT STEP Schedule</b>				
<b>Pre-surveys</b>	<b>Pre-Media Campaign</b>	<b>Enforcement Blitz</b>	<b>Post-surveys</b>	<b>Post-Media Campaign</b>
From date of grant execution through May 7th	May 8 - May 21	May 22 - June 4	June 5 - June 11	June 12 – June17

**Description of Activities**

***Pre-Surveys*** (From date of grant execution through May 7<sup>th</sup>)

Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation’s (TxDOT) survey protocol and instructions that can be found at [www.buckleuptexas.com](http://www.buckleuptexas.com). Click on the “Survey Worksheet and Tools” link.

***Pre-Media Campaign*** (5/8 – 5/21)

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT.

**Note: The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date. These activities must occur prior to enforcement activities beginning.**

***Enforcement Blitz*** (5/22 – 6/4)

Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

***Post-surveys*** (6/5 – 6/11)

Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at [www.buckleuptexas.com](http://www.buckleuptexas.com). Click on the "Survey Worksheet and Tools" link.

***Post-media Campaign*** (6/12 – 6/17)

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

**Note: The Post-media Campaign may begin immediately after the post observational surveys are conducted.**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING THE MAYOR TO SIGN A TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM GRANT AGREEMENT FOR THE CLICK IT OR TICKET SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Texas Department of Transportation has proposed that the City of College Station participate in its Click It or Ticket Selective Traffic Enforcement Program to increase safety belt use among drivers, front seat passengers and child passengers; and

WHEREAS, the Texas Department of Transportation has approved a grant for the City of College Station in the total amount of \$10,000.00 for the Click It or Ticket Selective Traffic Enforcement Program; and

WHEREAS, The Click It or Ticket Selective Traffic Enforcement Program is effective from May 1, 2006 through June 30, 2006 during which time the City of College Station shall be reimbursed for 100% of the expenses incurred to operate the program; and

WHEREAS, the City Council of the City of College Station believes that the citizens will benefit from the City participating in the Click It or Ticket Selective Traffic Enforcement Program; now, therefore,

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

PART 1: That the City Council of the City of College Station, Texas hereby approves the grant agreement for \$10,000 Click It or Ticket Selective Traffic Enforcement Program.

PART 2: That the City Council of the City of College Station, Texas hereby authorizes the Mayor to sign the Click It or Ticket Selective Traffic Enforcement Program grant agreement referred to above.

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

PASSED and APPROVED this 27<sup>th</sup> day of April, 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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City Attorney

**April 27, 2006**  
**Consent**  
**Interlocal Agreement with City of Bryan for Library Services**

**To:** Glenn Brown, City Manager

**From:** Olivia Burnside, Director of Office of Technology and Information Services

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval of a new interlocal agreement with the City of Bryan for providing library services at the Larry J. Ringer Library.

**Recommendation(s):** The Bryan + College Station Library Board, which is made up of four (4) Council appointed representatives from each city, recommended approval of the new interlocal agreement at their March 21, 2006 meeting. Staff recommends approval.

**Summary:** The Cities of College Station and Bryan first entered into an interlocal agreement for library services in 1986. In February 1987 a library operated for the City of College Station by the City of Bryan was opened in College Station in a storefront where it remained until March 1998. An updated interlocal agreement was approved in 1997 in anticipation of the College Station library moving to its current location on Harvey Mitchell Parkway. The library was named the Larry J. Ringer Library in 2004.

The interlocal agreement was rewritten to clarify the calculation of the amount to be paid annually by the City of College Station and the payment schedules. There are three payment schedules; College Station book money, Bryan "book money" now a part of indirect cost, library operation funding. The other major change in the document is that it no longer says the City of Bryan will process books but instead says they will pay for the person who maintains the computer system that both libraries use. This is in exchange for College Station paying for the Twin City Interlocal Library Loan program which includes one staff member and a vehicle.

**Budget & Financial Summary:** There are no changes to the interlocal agreement that cause a change in the budget.

**Attachments:**  
Interlocal Agreement for Library Services

INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION

This agreement is entered into by and between the City of College Station (hereinafter referred to as 'COLLEGE STATION') and the City of Bryan (hereinafter referred to as 'BRYAN') and shall be effective on the 1st day of October 2006.

RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code;

WHEREAS, home rule cities are authorized to enter into contracts with one another for the performance of any governmental service, activity or undertaking;

WHEREAS, by voter approval of a referendum on the 25th day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits;

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS, BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION desire to partner together through a mutual agreement to provide a Bryan + College Station Library System:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

ARTICLE I. PREMISES

- 1.01 COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. The premises shall, at a minimum, include 15,000 square feet of heated / air conditioned floor space. Said premises shall be located within the City limits of College Station as provided by the terms of this agreement.
- 1.02 In the event that COLLEGE STATION requires the relocation of the library, COLLEGE STATION shall pay the cost of said relocation.

- 1.03 In the event of termination of this agreement, COLLEGE STATION shall pay the cost of a final inventory and shall return to BRYAN any BRYAN Library system materials on the premises.
- 1.04 COLLEGE STATION shall be responsible for maintenance, repairs, and expansion of the grounds and the structures on the premises.
- 1.05 BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control.
- 1.06 BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered.

## ARTICLE II. EMPLOYEES

- 2.01 All employees engaged in such library service, whether working within BRYAN or COLLEGE STATION, shall be considered employees of BRYAN. Such employees shall work under the supervision and direction of the Community Librarian.
- 2.02 Upon the termination of this agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.

## ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01 All books (hereinafter referred to as materials) and other items of personal property (hereinafter referred to as physical assets) purchased with the designated Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION.

- 3.02 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets as it exercises in the keeping, maintenance, and preservation of its own public library property.
- 3.03 The final authority for the selection of library materials rests with the Community Librarian.
- 3.04 The Larry J. Ringer Library will maintain a permanent book stock.

#### ARTICLE IV. PROGRAMS AND OTHER SERVICES

- 4.01 BRYAN shall operate the Bryan + College Station Library System including operation of the Twin City Inter-Library Loan Program, under direction of the BRYAN Division Manager of Library Services, herein referred to as the 'Community Librarian'.
- 4.02 BRYAN will house, operate, and maintain the main computer system used by the Bryan + College Station Library System to check in and out items, track book collections, and other collections, etc. BRYAN will perform system back-ups, generate overdue notices and other reports as necessary. Replacement of the main computer system and any other shared information technology may occur only with mutual agreement of both Cities.

#### ARTICLE V. HOURS OF OPERATION

- 5.01 The Larry J. Ringer Library shall maintain operating hours as the parties shall mutually agree upon, subject to appropriations made by the COLLEGE STATION City Council.

#### ARTICLE VI. INSURANCE AND LIABILITY

- 6.01 COLLEGE STATION shall maintain insurance on the premises, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property.
- 6.02 **Hold Harmless. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and**

**liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement, as permitted by law.**

- 6.03 The insurance benefits provided by BRYAN to the employees retained under the terms of this agreement shall be the same as provided to all other BRYAN employees
- 6.04 BRYAN shall, to the extent permitted by law, indemnify and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this agreement.

#### ARTICLE VII. CONSIDERATION

- 7.01 During the term of this agreement, COLLEGE STATION shall pay BRYAN a sum to be determined by the annual COLLEGE STATION budget for the operation of the Larry J. Ringer Library by BRYAN.
- 7.02. COLLEGE STATION will incorporate in its annual budget the proposed budget for the operation of the Larry J. Ringer Library. It is understood by the parties that the approval of the budget is a legislative function.

#### ARTICLE VIII. BUDGET

- 8.01 By April 30<sup>th</sup> of each year, BRYAN shall submit to COLLEGE STATION an annual budget request, in such reasonable detail as COLLEGE STATION may require. Said budget request shall include all costs necessary to operate the Larry J. Ringer Library in a professional manner, including those expenditures associated with operating the library and maintaining proper staffing levels. Projected expenditures shall be offset by credits as described below in section 8.04
- 8.02 Expenditures shall include a funding allocation to BRYAN as compensation for administering the Bryan + College Station Library System. This funding

allocation will represent the indirect costs associated with operation of the Larry J. Ringer Library as computed by BRYAN using the same methodology applied to the computation of indirect costs for all other cost centers in BRYAN. A portion of the indirect costs paid to BRYAN shall be used to purchase Bryan Library materials as provided in §9.02 herein.

- 8.03 Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's books to the total number of books in the Bryan + College Station Library System. Restricted gift revenue will be excluded from this calculation.
- 8.04 At the time the budget is submitted, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered from the funds allocated to the Larry J. Ringer Library in the most recently closed fiscal year. Said funds shall be applied as a credit against the next fiscal year's allocation of funds. COLLEGE STATION's portion of actual revenue from the most recently closed fiscal year shall also be applied as a credit against the next fiscal year's allocation of funds. In the event the contract is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION. The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in "Exhibit A", which is attached hereto.
- 8.05 BRYAN will be responsible for staffing costs associated with the maintenance and operation of the main computer system. Bryan + College Station Library System shared information technology equipment, software and related maintenance costs shall be paid 50% by BRYAN and 50% by COLLEGE STATION. Information technology equipment specific to each location will be funded by each City respectively.
- 8.06 Funds provided to BRYAN for the operation of the Larry J. Ringer Library shall include funding for janitorial service.
- 8.07 COLLEGE STATION will be responsible for facility and grounds maintenance, repairs, and expansion costs for the Larry J. Ringer Library including costs

- associated with liability and property damage insurance as stated in Section 6.01.
- 8.08 COLLEGE STATION will be responsible for operation and equipment costs associated with the Twin City Inter-Library Loan Program.
- 8.09 COLLEGE STATION shall maintain an account for restricted gifts. The Community Librarian shall have access to the funds in that account; however, any expenditure that exceeds Five Hundred Dollars (\$500.00) which is not for library materials, shall be cleared through the COLLEGE STATION City Manager or his representative.
- 8.10 Funds appropriated for the Larry J. Ringer Library shall be applied to the Larry J. Ringer Library operation only, unless otherwise authorized by the COLLEGE STATION City Manager or his representative.
- 8.11 The proposed budget shall be submitted in a format prescribed by BRYAN and approved by COLLEGE STATION.
- 8.12 COLLEGE STATION will advise BRYAN of the approved annual budget promptly upon approval by the COLLEGE STATION City Council.
- 8.13 No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.

#### ARTICLE IX. MANNER OF PAYMENT

- 9.01 In addition to the consideration paid herein, COLLEGE STATION shall pay to BRYAN the amount of forty thousand dollars (\$40,000) to be used by BRYAN for the purchase of Larry J. Ringer Library materials. Such amount shall be paid to BRYAN in four (4) equal payments due on the first day of October, January, April and June of each year.
- 9.02 The first forty thousand dollars (\$40,000) of the computed indirect costs paid to BRYAN shall be restricted for the purchase of BRYAN Library materials, and shall be paid 50% on October 1<sup>st</sup> and 50% on December 1<sup>st</sup> of each year. BRYAN Library materials purchased with these funds will remain the property of BRYAN.

- 9.03 The remaining amount to be paid to BRYAN as calculated by formula, which is attached hereto as "Exhibit A", shall be paid in twelve equal monthly payments on the first day of each month.

#### ARTICLE X. REPORTING AND ACCOUNTING

- 10.01 BRYAN, within twenty (20) days of the end of the previous month, shall send to the COLLEGE STATION City Manager or his representative a monthly expense budget report and account activity report.
- 10.02 BRYAN shall submit a semi-annual report of receipts and expenditures from the COLLEGE STATION restricted gifts accounts.
- 10.03 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 10.04 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the Larry J. Ringer Library with the Community Librarian in February. The annual review shall include, but is not limited to, Library performance measures, Library goals, Library operation changes, and renewal of this agreement. Performance measures will be reported quarterly to the COLLEGE STATION City Manager or his representative

#### ARTICLE XI. ADVISORY BOARD

- 11.01 A Bryan + College Station Library Advisory Board was established effective January 1, 1998. The Advisory Board is comprised of eight (8) members serving two year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) board members appointed by each City shall expire annually, leaving two (2) experienced board members appointed by each City on the Advisory Board.
- 11.02 The duties of the Bryan + College Station Library Advisory Board will be to encourage the development of the Bryan + College Station Library System;

recommend to the City Councils policies and programs for the advancement of the Bryan + College Station Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and render to the City Councils all recommendations it considers advisable regarding the Bryan + College Station Library System.

#### ARTICLE XII. TERM

- 12.01 This agreement shall renew annually and be effective from October 1st of each year until September 30th of each year.
- 12.02 Either party may terminate this agreement by written notice sent not less than six (6) months prior to the annual expiration date.
- 12.03 This agreement is the entire agreement of the parties and may be changed or amended only by written agreement of both parties.

*(The remainder of this page intentionally left blank)*

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Ron Silvia, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Glenn Brown, City Manager

\_\_\_\_\_  
Date



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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Kersten, Finance and Strategic  
Planning Director

\_\_\_\_\_  
Date

**CITY OF BRYAN**

BY: \_\_\_\_\_  
Ernie Wentrcek, Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

## Exhibit A

- P = Amount COLLEGE STATION will pay BRYAN in upcoming fiscal year
- B = Approved Budget to operate Larry J. Ringer Library in upcoming fiscal year
- CB = Larry J. Ringer Library books & materials allocation.  
(payment schedule is defined in section 9.01 of the agreement)
- I = Estimated Indirect Costs in upcoming fiscal year
- BB = BRYAN library book and materials allocation  
(payment schedule is defined in section 9.02 of the agreement)
- R = Revenues from Bryan + College Station Library System in last closed fiscal year
- X = percentage of books in the Bryan + College Station Library System belonging to  
College Station in last closed fiscal year
- LB = Estimated Budget to operate Larry J. Ringer Library for the last closed fiscal  
year
- LE = Actual expenditures to operate the Larry J. Ringer Library in last closed fiscal  
year

$$P = ((B-CB) + (I-BB)) - ((R * X) + (LB - LE))$$

Example Computation using FY 2006 budget and applicable credits from FY 2004:

$$\begin{aligned}
 P &= ((B - CB) + (I - BB)) - ((R * x) + (LB - LE)) \\
 P &= ((801,744 - 40,000) + (63,560 - 40,000)) - ((45,295 * .31) + (726,191 - 722,161)) \\
 P &= (761,744 + 23,560) - (14,041 + 4,030) \\
 P &= 785,304 - 18,071 \\
 P &= 767,233
 \end{aligned}$$

$$\begin{aligned}
 \text{Monthly Payment amount} &= P/12 \\
 &= 767,233/12 \\
 &= 63,936
 \end{aligned}$$

**April 27, 2006**  
**Consent Agenda**  
**Amended Real Estate Contract for the Purchase of Property**  
**for the Cemetery Acquisition Project**

**To:** Glenn Brown, City Manager

**From:** Don Fazzino, Manager of Special Projects and Legislative Affairs

**Agenda Caption:** Presentation, possible action and discussion approving an amended contract that will authorize the purchase of two tracts of land needed for the Cemetery Acquisition Project for the price of \$765,633.00. The property is owned by the Texas A&M University and The Texas A&M University System.

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

**Summary:** Staff has been contacted by the Texas A&M Real Estate Office which has requested clarification to several sections of the contract that Council approved at its April 13, 2006 meeting. Staff will discuss these clarifications with Council.

**Budget & Financial Summary:** The purchase price for the property is \$765,633.00.

Funds for this land purchase are available in part through the 2005 certificates of obligation, as well as the 2006 certificates of obligation scheduled to be issued later this year. The Council previously approved the "Resolution Declaring Intention to Reimburse Certain Expenditures From Proceeds From Debt" at the April 13, 2006, Council meeting.

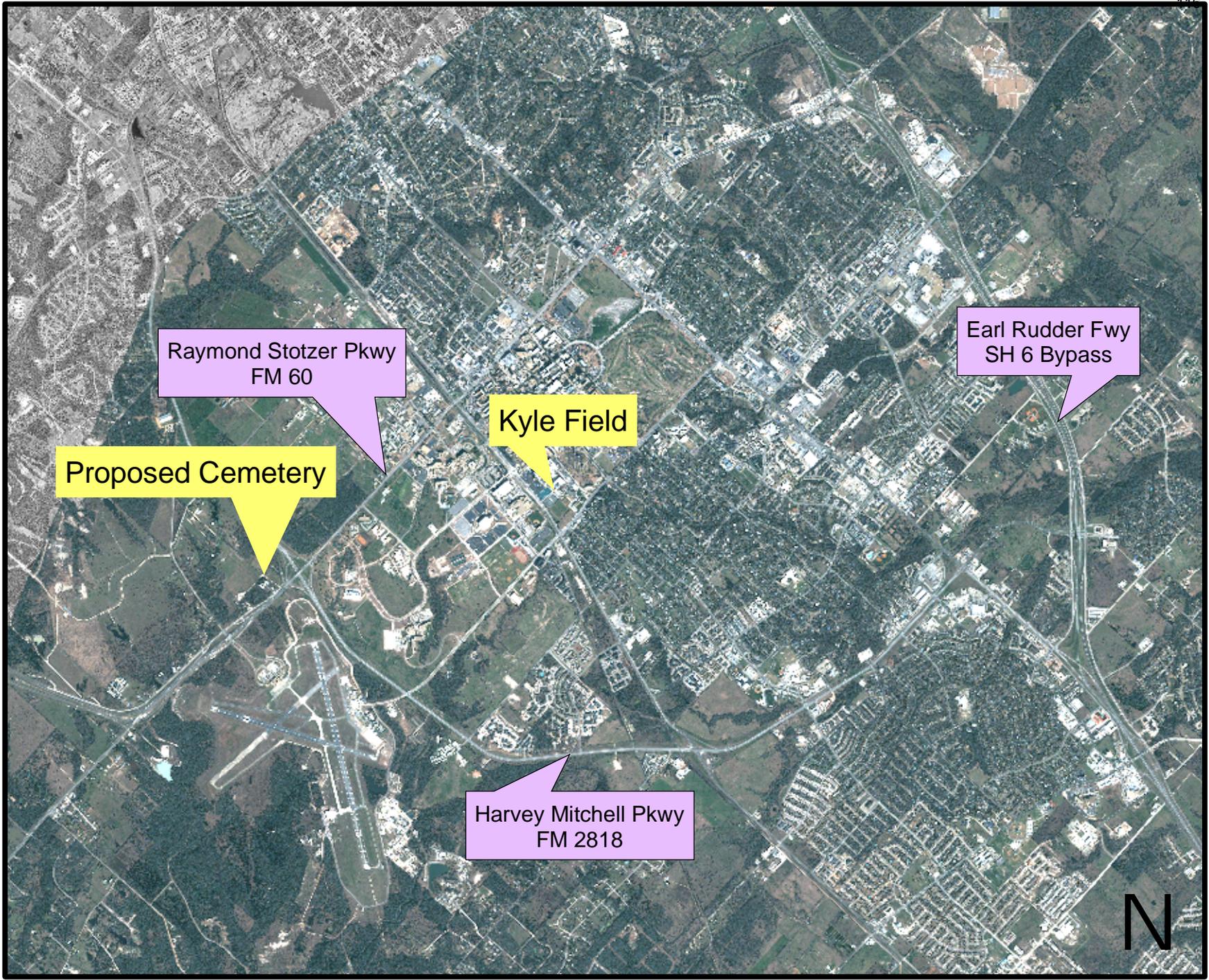
**Attachments:**

Location Map

Project Map

Amended Real Estate Contract will be provided prior to the meeting

# Cemetery Acquisition Project



Raymond Stotzer Pkwy  
FM 60

Proposed Cemetery

Kyle Field

Harvey Mitchell Pkwy  
FM 2818

Earl Rudder Fwy  
SH 6 Bypass

N

**Option Tract**  
**15 ac.**

**Tract A**  
**21 ac.**  
**TAMU**

**Tract C**  
**27 ac.**  
**Kinman, Gerald & Joyce**

**COCS**  
**2.45 ac.**

**Tract B**  
**8.63**  
**TAMU**

*Harvey Mitchell Pkwy (2818)*

*Raymond Stotzer (Hwy 60)*



**April 27, 2006  
Regular Agenda  
State Highway 40 Naming / Greens Prairie Road Renaming**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action and discussion regarding an ordinance naming State Highway 40 and renaming a portion of Greens Prairie Road.

**Recommendation(s):** Per Council direction, staff recommends selecting a single name for the SH 40 and Greens Prairie Road corridor at this meeting or at a subsequent Council meeting.

**Summary:** At the March 9, 2006 City Council Meeting, Council agreed that the SH 40 and Greens Prairie Road (between SH 6 and SH 30) corridor should be renamed using a single name for the entire corridor. Additionally, Council directed staff to solicit potential names for the corridor from our citizens. Staff initiated the "Name that Road" campaign to solicit citizen input and overall reception by the community has been exceptional. To date, over 500 submissions have been received. The closing date for street name proposals is April 18, 2006. Staff will provide a summary of the submitted names to Council prior to the meeting. All original submissions are available for your review in the City Secretary's Office.

The City of College Station's Public Facility Naming Guidelines includes the following criteria that should be considered when naming facilities:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual (living or deceased) (a) who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building or (b) who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation; or
- An individual (living or deceased) who has contributed outstanding civic service to the City;
- Predominant plant materials;
- Streams, rivers, lakes, and creeks.

**Budget & Financial Summary:** The City will be responsible for costs associated with the installation of signage along the newly named corridor. The two existing SH 40 / Greens Prairie Road guide signs along SH 6 will also have to be replaced following the name change. Staff is exploring whether the City will be required to participate in this cost.

**Attachments:**

1. Guidelines for the Naming of Public Facilities
2. Location Map
3. Ordinance

## REVISED DRAFT GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

### CITY OF COLLEGE STATION, TEXAS

#### Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets and municipal buildings.

#### Objectives

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups;
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

#### Criteria

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives emphasizing community values and character, local and national history, geography, the environment, civics and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual (living or deceased) (a) who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building or (b) who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation; or
- An individual (living or deceased) who has contributed outstanding civic service to the City;
- Predominant plant materials;
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within 12 months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

#### Renaming

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much

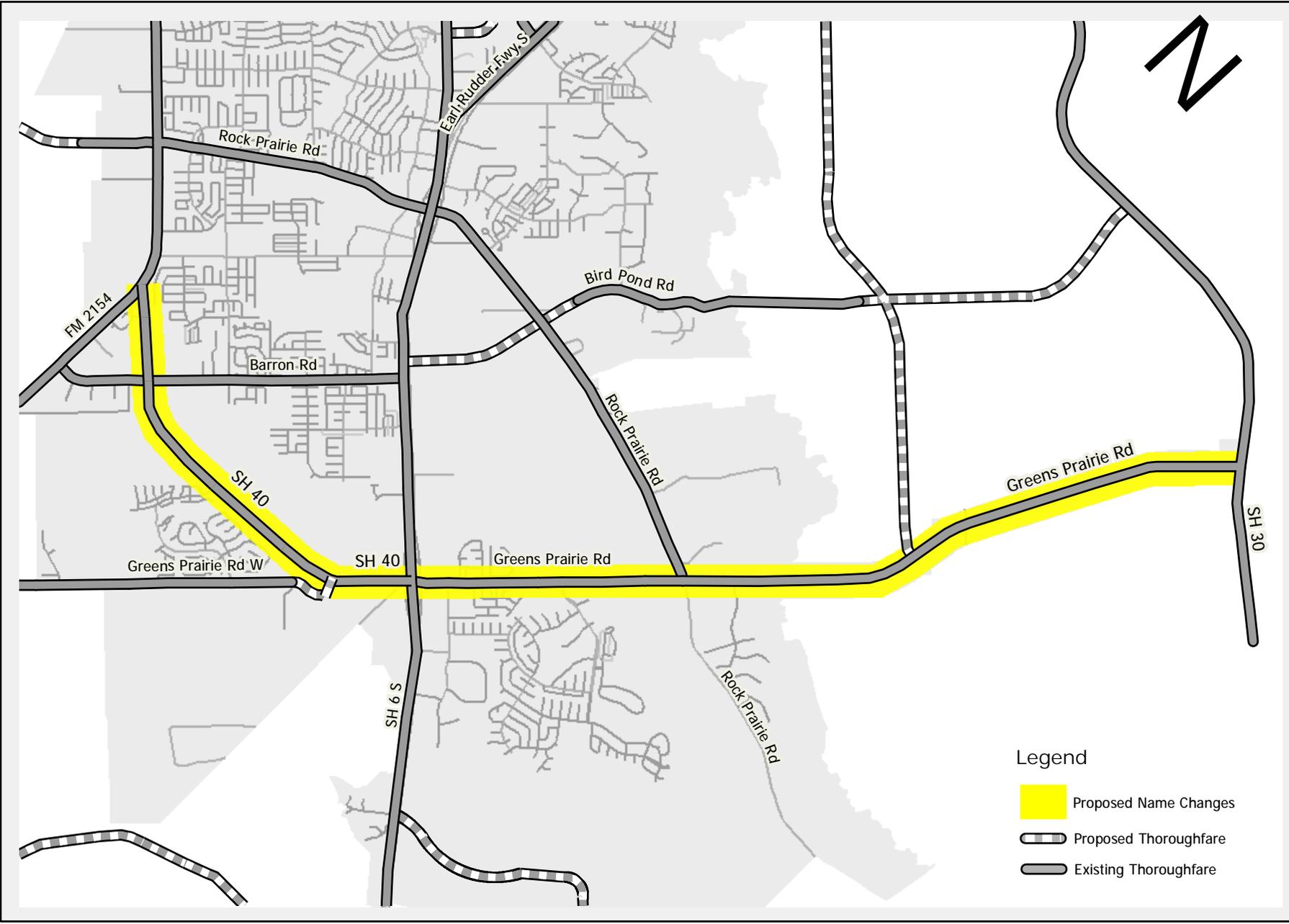
greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

### Procedures

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manger will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager who will then apply the guidelines and procedures.

# Proposed Name Changes: SH 40 and Greens Prairie Road



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

AN ORDINANCE NAMING STATE HIGHWAY 40 IN ITS ENTIRETY, AND RENAMING GREENS PRAIRIE ROAD BETWEEN STATE HIGHWAY 30 AND STATE HIGHWAY 6, TO **(NAME TO BE DETERMINED)**.

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

- PART 1: That State Highway 40 is a new unnamed highway that will be opened in Spring 2006.
- PART 2: That Greens Prairie Road east of State Highway 6 no longer connects to Greens Prairie Road west of State Highway 6 and a different name would make navigation easier and emergency response less confusing.
- PART 3: That State Highway 40 and Greens Prairie Road east of State Highway 6 form a corridor and should maintain the same name.
- PART 4: That the residents along this roadway may continue to receive mail at the current address for up to one year.
- PART 5: That this proposed street naming and renaming meets the guidelines of the public facilities naming policy.
- PART 6: That State Highway 40 in its entirety be named, and Greens Prairie Road located between State Highway 30 and State Highway 6 be renamed, to **(NAME TO BE DETERMINED)**.
- PART 7: That this ordinance shall become effective ten (10) days after the date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED AND APPROVED this twenty-seventh day of April 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**April 27, 2006  
Regular Agenda  
Streetscape Resolution**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion of a resolution addressing streetscaping in the City of College Station.

**Recommendation(s):** The Planning & Zoning Commission and the Parks Board recommend approval of this item.

**Summary:** This resolution supports the concept of planting trees and other vegetation along public roadways in College Station to enhance community appearance. It also directs staff to develop standards and prepare ordinances required to implement streetscaping on roadways designated as a Major Collector or higher, whether publicly financed or constructed by private development. The resolution is a result of a series of subcommittee meetings of the Parks & Recreation Advisory Board, the Planning & Zoning Commission and the Greenways Task Force.

The subcommittee is comprised of the following members:

Scott Shafer – Planning & Zoning Commission  
Bill Davis - Planning & Zoning Commission  
Marsha Sanford - Planning & Zoning Commission  
John Crompton - Parks & Recreation Advisory Board  
Kathryn Ireland - Parks & Recreation Advisory Board  
Gary Thomas - Parks & Recreation Advisory Board  
Robert Rayburn - Greenways Task Force  
Tom Woodfin - Greenways Task Force

**Budget & Financial Summary:** If approved, future transportation projects would need to include additional funding to address policies within this resolution.

**Attachments:**

1. Streetscape Resolution
2. P&Z/Parks Board Subcommittee Recommendations

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, IN SUPPORT OF THE COLLEGE STATION PARKS AND RECREATION ADVISORY BOARD AND THE COLLEGE STATION PLANNING AND ZONING COMMISSION'S DESIRE TO IMPROVE THE CITY'S EFFORTS UNDER THE CITY OF COLLEGE STATION STREETSCAPE PLAN.

WHEREAS, on November 10, 1994, the City Council of the City of College Station, Texas, adopted a Streetscape Plan developed by Newman, Jackson and Bieberstein, Inc.; and

WHEREAS, the Streetscape Plan recommends the planting of trees and other vegetation along public roadways in the City to enhance the community's appearance; and

WHEREAS, on this date, the College Station Parks and Recreation Advisory Board and the College Station Planning and Zoning Commission presented a number of recommendations to improve the City's streetscape along its public roadways to the City Council of the City of College Station, Texas; and

WHEREAS, the City Council of the City of College Station, Texas, desires to improve the streetscapes along the City's public roadways to enhance the community; now, therefore,

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

PART 1: That the City Council hereby supports the College Station Parks and Recreation Advisory Board and College Station Planning and Zoning Commission's desire to improve the streetscapes along the City's public roadways.

PART 2: That the City Council hereby directs staff of the City's Planning and Development Services Department to amend appropriate standards or ordinances to implement the recommendations of the College Station Parks and Recreation Advisory Board and College Station Planning and Zoning Commission regarding improvements to the City's streetscape.

PART 3: That the City Council hereby will amend the City's Strategic Plan to include an item, or items, to adequately reflect the purpose and intent herein.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:

E-Signed by Carla A. Robinson  
VERIFY authenticity with Approver

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

## **Recommendations of the College Station Parks and Recreation Advisory Board and Planning and Zoning Commission to the City Council**

College Station's existing Streetscape Plan must be updated in order to reevaluate and reinvigorate it. Of primary concern is the planting of street trees. Roadways developed in public right-of-way by the City of College Station, or with the city's participation, should include trees as a required element along with utilities, drainage, sidewalks, traffic control structures and other elements. The Parks and Recreation Advisory Board and the Planning and Zoning Commission recommend the following steps be taken to renew efforts that will enhance the visual quality and, hence, the economic value of our community.

1. Update the city's streetscape plan. The current plan was adopted in 1992 and must be revised so it reflects an evaluation of existing conditions and updates recommendations pertaining to the quality of College Station's streets and roadways. Such an update is needed to evaluate the status and landscape potential of all existing roadways and to lay out a plan for street planting and landscaping along roadways projected for construction in the next five to ten years.
2. Require that all Capital Improvement Projects that involve the construction of new, or redevelopment of old, streets and roadways include language that specifies how comprehensive street tree planting (or preservation of existing trees) will be integrated into the project's initial funding, design, construction and long term maintenance.
3. Provide an annual update regarding the planning and design of all roadways designated as a Major Collector or higher to ensure these projects include all required elements including street trees and other streetscape elements integral to the project.
4. Develop standards that specify the inclusion of street trees along roadways in much the same way that current standards specify the inclusion of sidewalks. Design standards should allow flexibility to complement situations presented by different types of roadways and their adjacent landscapes. The "inclusion" of street trees as a required design element may require new plantings, but should also embrace the preservation of existing trees in a right-of-way whenever possible.
5. Require that the Public Works Department, the Department of Planning and Development Services and the Parks and Recreation Department work together from the first stages of roadway design when right-of-way acquisitions are being considered to ensure that street trees are factored into street design at the same time as utilities, drainage, traffic control structures and other required elements.
6. Assign the city's urban forestry division the responsibility to maintain streetscapes, and provide it with adequate resources to do this properly.

**April 27, 2006  
Regular Agenda  
Redevelopment District Overlay Rezoning for Culpepper Plaza**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on a Rezoning from C-1 General Commercial to C-1 General Commercial with the RDD Redevelopment overlay district for Culpepper Plaza, consisting of 19.15 acres located at 1505 Texas Avenue South, being the northeast corner of Harvey Road and Texas Avenue.

**Recommendation(s):** The Planning & Zoning Commission recommended approval of this item on April 6, 2006 with all of the requested waivers. Staff also recommends approval of the rezoning.

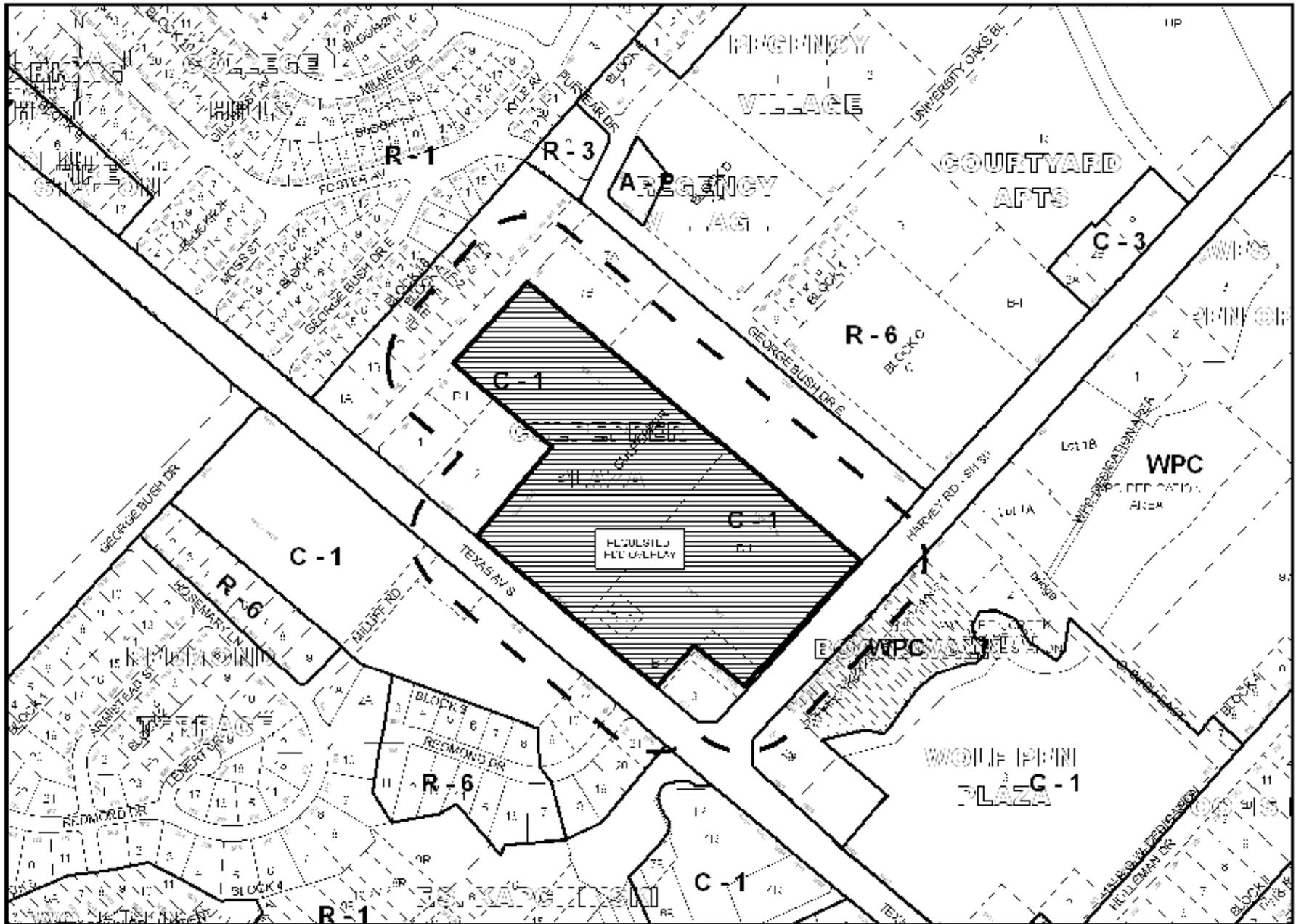
**Summary:** The purpose of the request for the RDD Redevelopment Overlay District is to facilitate the partial redevelopment and renovation of Culpepper Plaza. In conjunction with the application, several waivers have been requested (refer to Item Background). According to the application, "The redevelopment of this site will renovate the building facades as well as upgrade and enhance the parking lot and landscaping from that which is currently on the site..." To facilitate this, the applicant is requesting that the Redevelopment District be applied to this parcel which is already zoned C-1 General Commercial. According to the UDO, "the purpose of this district is to facilitate the redevelopment of existing nonconforming commercial centers through flexible or relaxed standards, which can accommodate existing physical limitations and take extraordinary circumstances into account. [Further] The Redevelopment District (RDD) is an overlay district. The permissible uses on any site shall be governed by the underlying zoning."

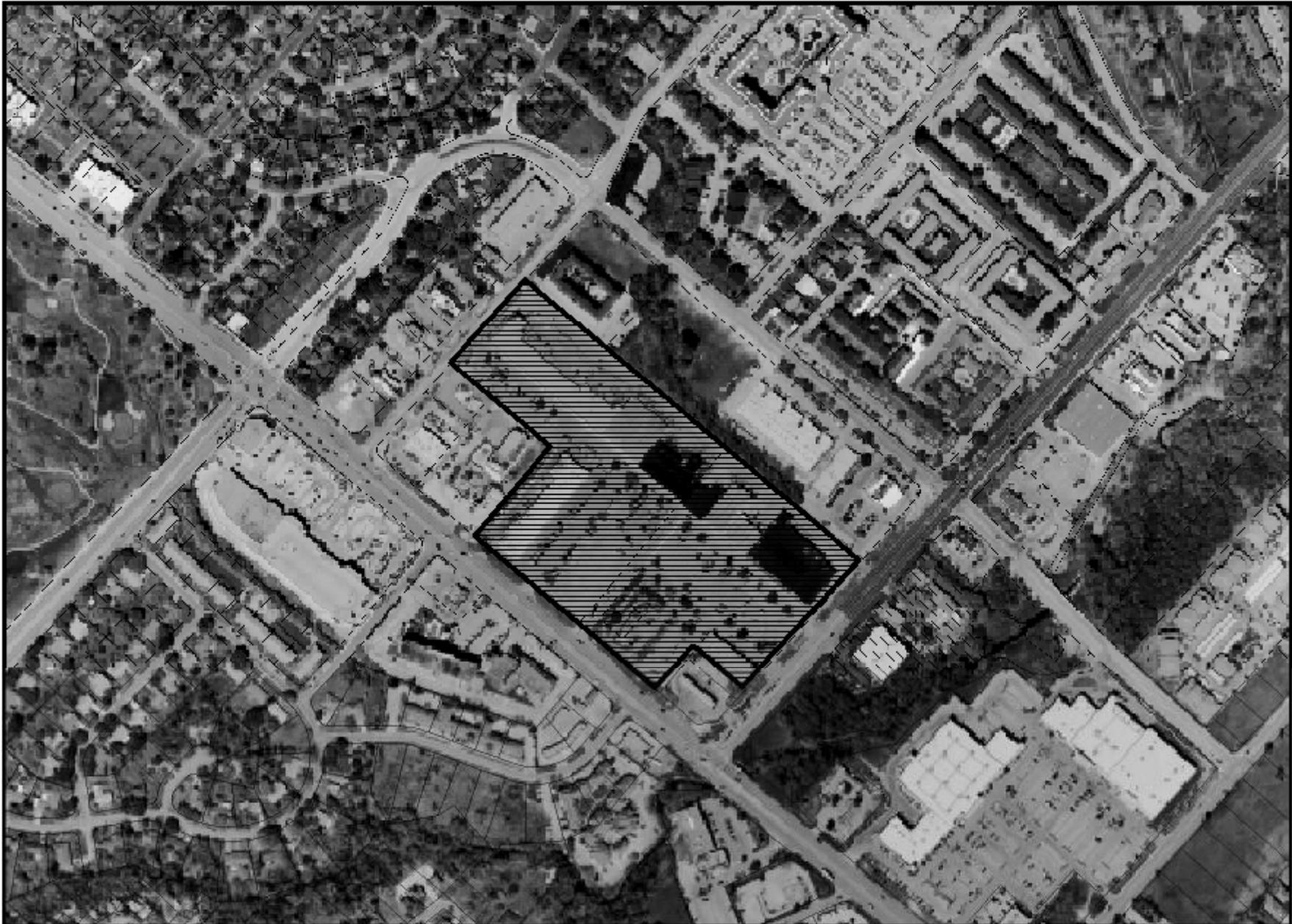
There are four supplementary standards that apply to this district, including location, standards, criteria for evaluation, and procedure for establishment. These standards are expanded upon in the Item Background, attached.

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

**Attachments:**

1. Small Area Map and Aerial
2. Item Background
3. Copy of Conceptual Site Plan
4. Copy of Overall Elevations
5. Ordinance





DEVELOPMENT REVIEW

CULPEPPER PLAZA

Case:  
05-222

REZONING

## **Redevelopment District Overlay Rezoning for Culpepper Plaza** **Item Background**

### **Location:**

The UDO stipulates that RDD may be established upon any commercially-zoned property where the initial development was established a minimum of 20 years prior to the rezoning request and the proposed redevelopment redevelopment meets the intent of Sec. 5.8.B.

Culpepper Plaza, according to the property owner's website, was established in 1976. It was renovated in 1996.

### **Standards:**

Through Redevelopment districts, waivers up to 50 percent of required parking standards and landscaping where physical limitations and the site's location and relationship to the goals of the Comprehensive Plan warrant consideration. Culpepper Plaza consists of approximately 214,000 square feet.

Waivers to be considered by the Planning & Zoning Commission and City Council through the rezoning include:

- Section 7.9.H Parking Lots (to address NRA Landscape Requirements)
- Section 7.2.C Dimensions and Access (to address Parking Lot Dimensional Criteria)
- Section 7.9.I.3 Landscaping for developments with greater than 50,000 SF
- Section 7.4.M.7.b Freestanding Commercial Signs (applicant is requesting variance to allow an additional freestanding sign, where the requirement is 600 feet of frontage, the applicant has 555 feet along Harvey Road.)
- Section 7.4.M Freestanding Commercial Signs (to address existing pylon sign that is non-conforming in height and square footage)

Waivers to be considered, independent of this rezoning process, by the Design Review Board following the rezoning include:

- Section 7.9.I.1 Building Mass & Design for developments with greater than 50,000 SF (to address the existing portions of the main center where façade articulation is not feasible)
- Section 7.9.D.3 Building Materials (to address the utility of split-faced block that is color coated versus tinted)
- Section 7.9.C Building Mass and Design (to address the applicants request for alternative design elements on the Kohl's elevation and the south end of the existing center)

### **Criteria for Evaluation:**

A thorough review of the site plan and elevations has been rendered. Several iterations of all the plans have been considered through this application. Improvements from previous iterations include improved design of the throat

depth from Texas Avenue, improved access and circulation patterns on the interior parking areas, enhanced levels of compliance with regard to landscaping and non-residential architectural standards. Each of these has been evaluated based on the six criteria for evaluation stated in the UDO.

***Procedure for Evaluation:***

A copy each of the site plan, landscape plan, elevations of the main building (including Kohl's) and elevations of the Kohl's building were reviewed for this report and are included in this packet. The site plan components shall govern the redevelopment of the site following the approval of the RDD. As noted in the standards section above, there are three issues for the DRB to consider following approval of this rezoning request; however, none of these factors should affect the site or landscape plans associated with the rezoning request.

**Comprehensive Plan Considerations:**

The Land Use Plan shows the entire block bound by Texas Avenue, Harvey Road, George Bush Drive East, and Dominik Drive, as Redevelopment. The comprehensive plan defines Redevelopment as: "Currently-developed areas which will experience redevelopment as a result of increased land value."

Culpepper Plaza has frontage to three streets: Texas Avenue and Harvey Road are Major Arterials and maintained by TxDOT and Dominik Drive, is maintained by the City and is not classified between Texas and George Bush Drive East.

Culpepper Plaza occupies most of the bound by Texas Avenue, Harvey Road, George Bush Drive East, and Dominik Drive. Other uses in this area are general commercial uses, drainage and some vacant parcels along George Bush Drive East. No buffering of these uses is required. A small parcel still needs to be acquired to accommodate the proposed location of the Kohl's. Sidewalks will be provided along Texas Avenue by TxDOT in conjunction with Phase I of the project to widen the street. Sidewalks along Harvey Road and Dominik Drive do not exist, but will be required for this project.

**Item Background:** This area was annexed in 1956 and was platted as Culpepper Plaza in 1969. Significant development, redevelopment and street improvements are occurring in the vicinity of the location of the request.

**Related Advisory Board Recommendations:**

As previously noted, the applicant is seeking some relief associated with Section 7.9 Non-residential Architectural Standards following the adoption of the Redevelopment district. The UDO gives the Design Review Board (DRB) the purview to consider such requests.

## INFRASTRUCTURE AND FACILITIES

**Water:** The subject property is supported by various public water mains of various sizes.

**Sewer:** The subject property is supported by various public sanitary sewer mains of various sizes.

**Streets:** Texas Avenue is Major Arterial and is being widened by TxDOT. Harvey Road is also a Major Arterial. The development also has frontage along Dominik Drive, but this street in this area is not classified on the City's Thoroughfare Plan.

**Off-site Easements:** Judging by the site layout that was submitted by the applicant there will be the need to relocate utilities, abandoned easements, and dedicated easements.

**Drainage:** The subject property is in the Wolf Pen Creek Drainage Basin. Judging by the site layout that was submitted by the applicant the issue of FEMA Floodplain/Floodways will need to be dealt with at the time of the site plan submittal.

**Floodplain:** The subject property does encroach into the floodplain/floodway identified on the FEMA FIRM Panel 144C.

**Oversize request:** N/A

**Impact Fees:** Not in an impact fee area.

## NOTIFICATION:

**Legal Notice Publication(s):** The Eagle; 3-21-2006 and 4-11-2006

**Advertised Commission Hearing Dates(s):** 4-6-2006

**Advertised Council Hearing Dates:** 4-27-2006

**Number of Notices Mailed to Property Owners within 200':** 24

**Response Received:** Three phone calls have been received and were of general interest.



Date issued/revised  
 1/10/2025 PRELIM REVIEW  
 3/25/2026 REVIEW



05 PARTIAL SOUTH ELEVATION  
 SCALE 3/32" = 1'-0"



04 PARTIAL SOUTH ELEVATION  
 SCALE 3/32" = 1'-0"



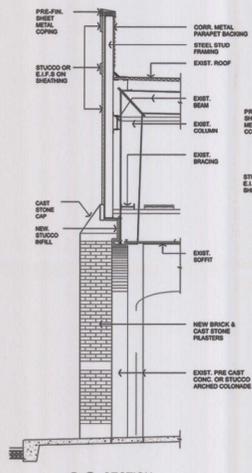
03 PARTIAL SOUTH ELEVATION  
 SCALE 3/32" = 1'-0"



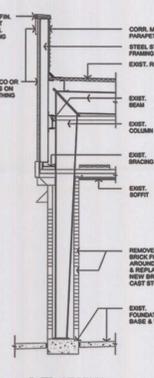
02 PARTIAL SOUTH ELEVATION  
 SCALE 3/32" = 1'-0"



01 PARTIAL SOUTH ELEVATION  
 SCALE 3/32" = 1'-0"



06 SECTION  
 SCALE 3/8" = 1'-0"



07 SECTION  
 SCALE 3/8" = 1'-0"

TABLE OF COMPS

TOTAL SURFACE AREA	
TOTAL BRICK ON FACADE	
TOTAL BRICK ON STORE	
TOTAL PERCENTAGE	

OSBORN & VANCE

Member Atty

PROPOSED REDEVELOPMENT  
 CULPEPPER P

COLLEGE STATION, TEXAS

Project No. 05090  
 Drawn: EF  
 Checked: AO

Sheet No. A1 of

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

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

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

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

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

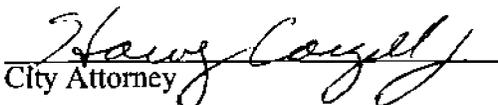
APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

  
City Attorney

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

Page 2

**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 C-1 General Commercial to C-1 General Commercial with RDD Redevelopment Overlay:

All that certain 19.1526 acres of land being all of Parcel I and Parcel II, Block "B", Culpepper Plaza, according to the plat thereof recorded in Volume 338, Page 467, of the Deed Records of Brazos County, Texas, College Station, Brazos County, Texas and being more particularly described by metes and bounds in the attached Exhibit "B" and shown graphically in the attached Exhibit "C".

Waivers associated with the establishment of this RDD Redevelopment Overlay and evidenced in the attached site plan (Exhibit "D") and landscape plan (Exhibit "E") include:

1. Section 7.9.H Parking Lots (to allow for a reduction of the NRA Landscape Requirements by approximately 45%)
2. Section 7.2.C Dimensions and Access (to allow for reduction of the depth of the angled parking spaces rows from 21.1 feet to 18 feet)
3. Section 7.9.I.3 Landscaping for developments with greater than 50,000 SF (to allow for a reduction of the total landscape points required by 50%)
4. Section 7.4.M.7.b Freestanding Commercial Signs (to allow an additional free-standing sign where the requirement is 600 feet of frontage, the site has 555 feet along Harvey Road)
5. Section 7.4.M Freestanding Commercial Signs (to allow existing pylon sign that is non-conforming in height and square footage)

**EXHIBIT "B"**

**METES AND BOUNDS DESCRIPTION  
OF 19.1526 ACRES OF LAND  
OUT OF BLOCK "B", PARCEL I & PARCEL II  
CULPEPPER PLAZA  
VOLUME 338, PAGE 467, B.C.D.R. AND  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

All that certain 19.1526 acres of land being all of Parcel I and Parcel II, Block "B", Culpepper Plaza, according to the plat thereof recorded in Volume 338, Page 467, of the Deed Records of Brazos County, Texas, College Station, Brazos County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 3/4" iron pipe marking the north corner of Parcel II, Block "B", according to the plat of Culpepper Plaza recorded in Volume 338, Page 467, of the Deed Records of Brazos County, Texas, said pipe also marking the west corner of Lot 9, according to the Replat of Parcel IV, Block B, Culpepper Plaza Addition, recorded in Volume 2855, Page 149, of the Deed Records of Brazos County, Texas, located in the northeast right-of-way line of Dominik Drive (70' Wide);

THENCE, S 46° 52' 24" E – 1,405.34', with the northeast line of Parcels I & II, of said Culpepper Plaza common with the southwest line of said Replat of Parcel IV, Block B, Culpepper Plaza Addition, to a set 5/8" iron rod with cap located in the northwest right-of-way line of State Highway 30 (100' Wide)(also known as Harvey Road);

THENCE, S 45° 42' 12" W – 555.24', with said northwest right-of-way line of State Highway 30, to a set 5/8" iron rod with cap for corner, said rod marking the east corner of Lot 4, of said Culpepper Plaza;

THENCE, N 46° 52' 24" W – 207.73', with the northeast line of said Lot 4, to a set 5/8" iron rod with cap for corner, said rod marking the north corner of said Lot 4;

THENCE, S 45° 42' 12" W – 182.00', with the northwest line of said Lot 4 and Lot 3, of said Culpepper Plaza, to a set 5/8" iron rod with cap for corner located in the northeast right-of-way line of State Highway 6 (Width Varies)(also known as Texas Avenue);

THENCE, N 46° 52' 24" W – 758.23', with said northeast right-of-way line of State Highway 6, to a set 5/8" iron rod with cap for corner, said rod marking the west corner of Lot 2, of said Culpepper Plaza;

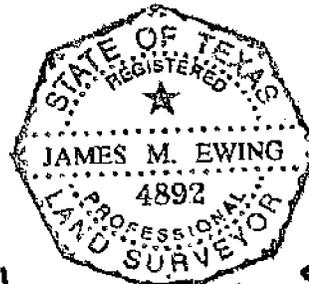
THENCE, N 43° 07' 36" E – 376.49', with the southeast line of said Lot 2, to a set "X" in concrete marking the east corner of said Lot 2;

THENCE, N 46° 52' 24" W – 418.36', with the northeast line of said Lot 2 and the northeast line of Parcel III, of said Culpepper Plaza, to a set 5/8" iron rod with cap for corner, said rod located in the aforementioned southeast right-of-way line of Dominik Drive;

THENCE, N 45° 03' 16" E – 360.20', with said southeast right-of-way line of Dominik Drive, to the POINT OF BEGINNING of the herein described tract and containing 19.1526 acres (834,288 square feet), more or less.

Compiled from a survey by:

**PREJEAN & COMPANY, INC.**  
Job No. 228-47  
228-47cpI-II.mb  
December 2, 2005



*James M. Ewing*



**Mitchell M&M Morgan**

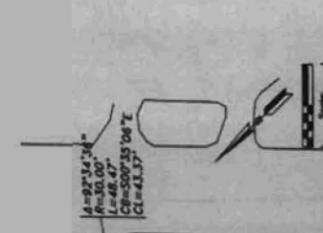
1,979,280.6963  
F. 979,280.3564

1511 UNIVERSITY DRIVE EAST  
SUITE 204  
COLLEGE STATION, TX 77840

PLANS & DESIGN SERVICES IN  
ARCHITECTURE • INTERIORS • MECHANICAL  
ELECTRICAL • PLUMBING • ENERGY  
EFFICIENCY • SITE PLANNING • LANDSCAPE

www.mitchellmammorgan.com

Created By: YHM  
Checked By: YHM  
Designed By: YHM  
December, 2006



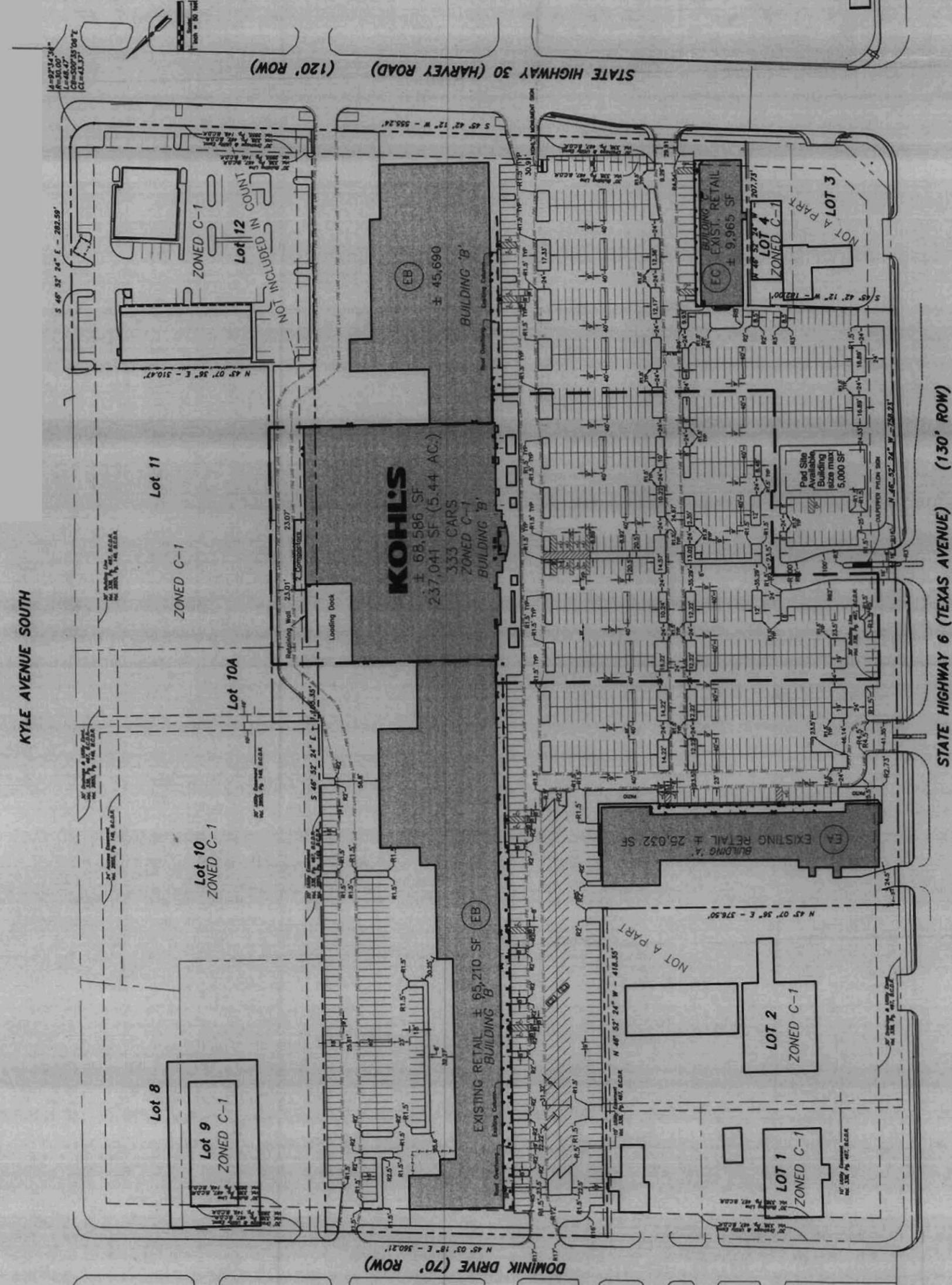
**SITE PLAN**  
CULPEPPER PLAZA

- SITE PLAN NOTES:**
1. Existing Lot Aerial Photograph Center in College Station
  2. Lot Aerial Photographs Provided by City of College Station
  3. Owner: Mitchell M&M Morgan
  4. Engineer: Mitchell M&M Morgan, L.L.P., 1511 University Drive East, Suite 204, College Station, Texas 77840, (979) 713-3564
  5. Existing Lot Aerial Photograph Center in College Station
  6. Submittal: Submittal for Culpepper Plaza Center
  7. The Plans: The Plans are subject to the City of College Station
  8. The City: The City of College Station, Texas
  9. The State: The State of Texas
  10. The Title: The Title of this Plan is "Site Plan for Culpepper Plaza"
  11. The Date: The Date of this Plan is 11/30/06

**EXHIBIT "D"**

05-002  
11-30  
BL

to p 10  
to p 10

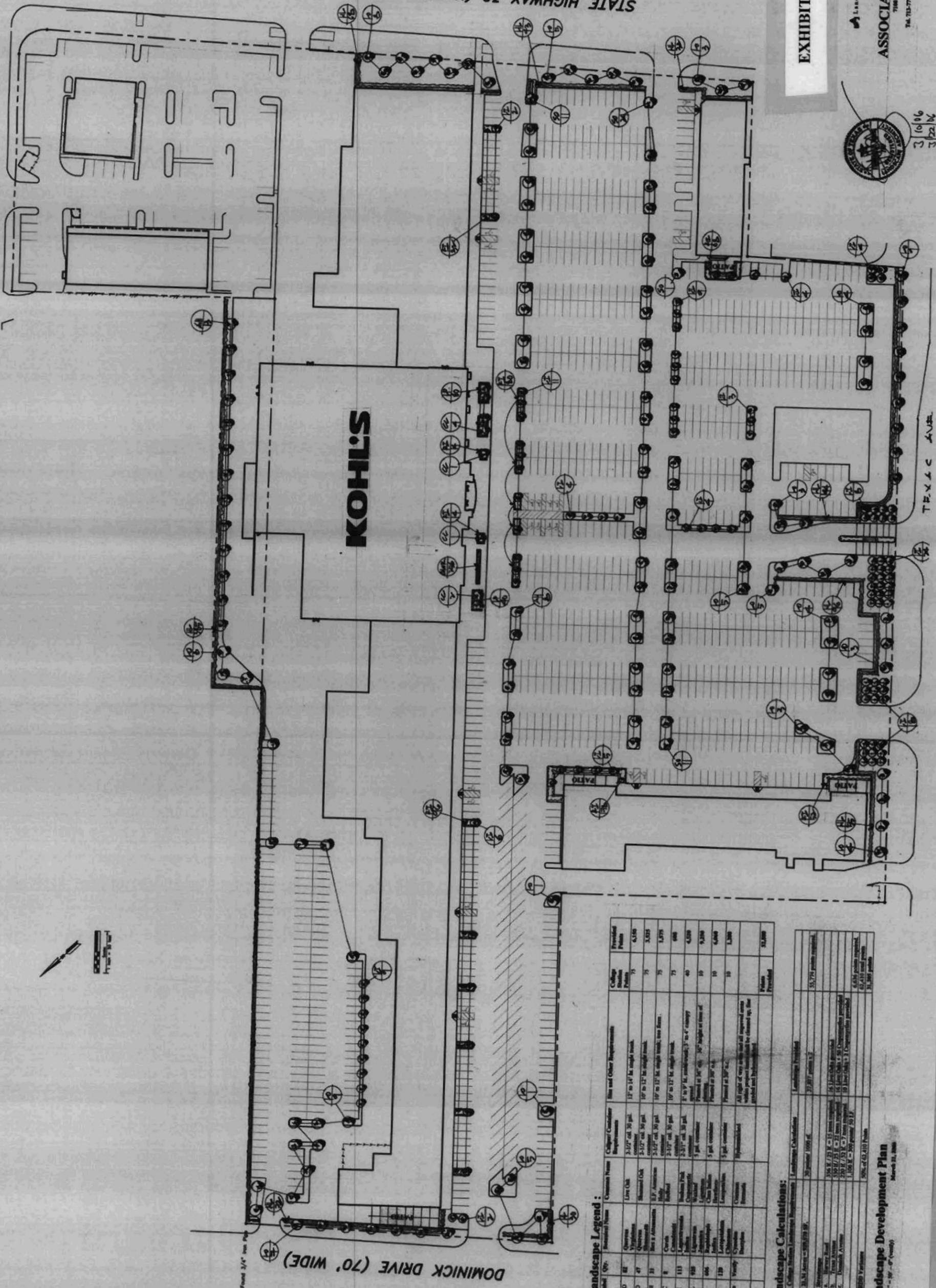


KYLE AVENUE SOUTH

DOMINIK DRIVE (70' ROW)

STATE HIGHWAY 30 (HARVEY ROAD) (120' ROW)

STATE HIGHWAY 6 (TEXAS AVENUE) (130' ROW)



STATE HIGHWAY 30 (HARVEY ROAD)

KOHL'S

DOMINICK DRIVE (70' WIDE)

3/16/06  
3/22/06



EXHIBIT "E"

Landscape Architects  
**WONG & ASSOCIATES, INC.**  
7100 Regency Square, Suite 200  
Houston, Texas 77036  
Tel. 713-777-9100 Fax. 713-777-4488

**Landscape Legend:**

Symbol / Qty	Botanical Name	Common Name	Caliper / Container Requirements	Size and Other Requirements	Provided Points
LO 84	Quercus	Live Oak	3-1/2" cal. 30 gal. container	12" to 14" ht. single trunk	6,576
SO 47	Quercus	Shumard Oak	3-1/2" cal. 30 gal. container	10' to 12" ht. single trunk	3,825
AM 31	Quercus	White Oak	3-1/2" cal. 30 gal. container	10' to 12" ht. single trunk, two stems	1,875
CC 8	Cercis	Redbud	3-1/2" cal. 30 gal. container	10' to 12" ht. single trunk	600
LI 111	Lagotis	Blackberry	3-1/2" cal. 30 gal. container	8" to 10" ht. understock, 3" to 4" canopy spread	4,300
WI 88	Wisteria	Chinese Wisteria	5 gal. container	Planted at time of planting	9,300
BI 66	Begonia	Impatiens	5 gal. container	Planted at 30" x 30"	6,000
LP 120	Lupinus	Lotus	5 gal. container	Planted at 30" x 30"	1,200
Grass Variety				All right of way with soil and approved areas within project boundaries to be cleared up, top graded and hydroseeded.	32,000

**Landscape Calculations:**

Item	Quantity	Unit Price	Total
1. Live Oak (LO 84)	6,576	\$1.00	6,576
2. Shumard Oak (SO 47)	3,825	\$1.00	3,825
3. White Oak (AM 31)	1,875	\$1.00	1,875
4. Redbud (CC 8)	600	\$1.00	600
5. Blackberry (LI 111)	4,300	\$1.00	4,300
6. Chinese Wisteria (WI 88)	9,300	\$1.00	9,300
7. Impatiens (BI 66)	6,000	\$1.00	6,000
8. Lotus (LP 120)	1,200	\$1.00	1,200
9. Hydroseed	32,000	\$1.00	32,000
<b>Total</b>			<b>63,171</b>

**Landscape Development Plan**  
March 21, 2006

**April 27, 2006  
Regular Agenda  
Crescent Pointe Rezoning**

**To:** Glenn Brown, City Manager

**From:** Lance Simms, Acting Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action and discussion on an ordinance for a rezoning for Crescent Pointe Subdivision consisting of 137.14 acres located at 300 University Drive East in the general vicinity of Copperfield Parkway between University Drive East and Harvey Road from M-1, Light Industrial to a combination of C-1, General Commercial, A-P, Administrative Professional and R-4, Multi-Family.

**Recommendation(s):** This item was heard at the April 6, 2006 Planning and Zoning Commission meeting. The Commission denied a motion to recommend approval to the Council by a vote of 4-2. Staff is recommending approval of this request with the condition that no fence be constructed between the park and the R-4 property to the west (Lot 1, Block 3, Phase 2)

**Summary:** Originally, this property was designated on a 2005 Master Plan to develop under a Planned Mixed Use Development (P-MUD) Zoning District. The property is currently zoned M-1, Light Industrial and has retained this district since its annexation in 1979. According to the applicant, they have been unable to market the property for P-MUD and are seeking to establish standard zoning classifications to meet the same intent of the mix of uses approved on this property (Apartments, Townhomes, Office, and Retail).

This rezoning request is in compliance with an amended Master Plan which was approved by the Planning and Zoning Commission on April 6<sup>th</sup>. The Master Plan approved proposed R-4, C-1, and A-P Zoning Districts for the tract. The Land Use Plan designates this area as Planned Development. The property was included in area 4A of the 30/60 Small Area Plan which originally identified this area for Mixed-Use and made the following statement:

The area should be reflected as mixed use, with an emphasis on uses such as office, commercial, clean industrial, and higher density single family and multifamily housing. Low density housing should be discouraged. Housing that appeals to professionals should be encouraged. The PDD district could be used to facilitate design innovation and more intense commercial uses. Standard zoning districts that permit high density single family, multi-family, clean industrial, offices, and commercial uses that are conducive to tourism would also be appropriate in this area.

This property is surrounded by property that is zoned M-1, Light Industrial to the west, developed as Texas A&M, and undeveloped A-O, Agricultural Open, and PDD, Planned Development District to the east.

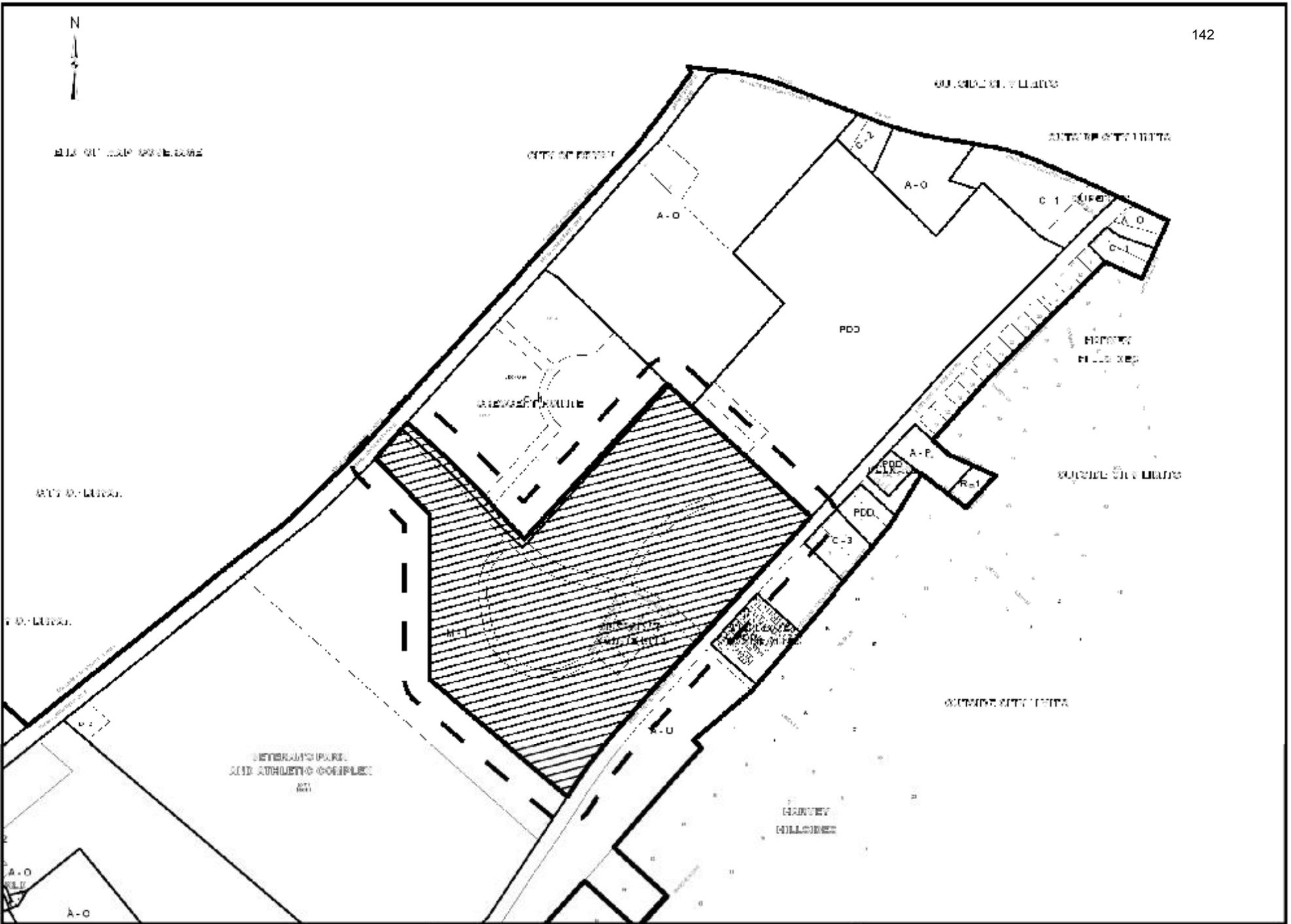
The Thoroughfare Plan designates Copperfield Parkway as a minor arterial. Construction has been completed by the City.

Draft minutes from the April 6, 2006 P&Z Meeting will be provided at the Council meeting.

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

**Attachments:**

1. Small Area Map (SAM) and Aerial Map
2. Ordinance
3. Rezoning Map
4. Zoning District Fact Sheet, C-1, General Commercial
5. Zoning District Fact Sheet, R-4, Multi Family
6. Zoning District Fact Sheet, A-P, Administrative Professional



DEVELOPMENT REVIEW

CRESCENT POINTE

Case: 06-03

REZONING

N



DEVELOPMENT REVIEW

CRESCENT POINTE

Case:  
06-03

REZONING

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

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

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

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

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 27th day of April, 2006.

APPROVED:

\_\_\_\_\_  
RON SILVIA, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
*Harry Cayell*

**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:

1. The following property is rezoned from M-1, Light Industrial to C-1, General Commercial:

**TRACT A**

BEING A 9.10 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 9.10 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

**TRACT B**

BEING A 12.14 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE RICHARD CARTER SURVEY, ABSTRACT NO. 8 AND IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 12.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

**TRACT C**

BEING A 9.38 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE RICHARD CARTER SURVEY, ABSTRACT NO. 8 AND IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 9.38 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "D" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

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

Page 3

2.. The following property is rezoned from M-1, Light Industrial to R-4, Multi-Family:

**TRACT D**

BEING A 37.02 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 37.02 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "E" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

**TRACT E**

BEING A 14.00 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE RICHARD CARTER SURVEY, ABSTRACT NO. 8, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD. RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "F" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

3. The following property is rezoned from M-1, Light Industrial to A-P, Administrative Professional:

LOTS 1, 2, 3 AND 4, BLOCK 2 OF THE CRESCENT POINTE SUBDIVISION; AND

**TRACT F**

BEING AN 8.85 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 8.85 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "G" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

**TRACT G**

BEING A 16.10 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE RICHARD CARTER SURVEY, ABSTRACT NO. 8 AND IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 16.10 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "H" AND SHOWN GRAPHICALLY EXHIBIT "J".

**TRACT H**

BEING A 17.13 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE RICHARD CARTER SURVEY, ABSTRACT NO. 8 AND IN THE J. W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 137.1386 ACRE TRACT DESCRIBED IN THE DEED FROM COLLEGE MAIN APARTMENTS, LTD., TO CRESCENT POINTE, LTD, RECORDED IN VOLUME 5115, PAGE 10, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 17.13 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "I" AND SHOWN GRAPHICALLY IN EXHIBIT "J".

Crescent Pointe - Phase Two  
 C-1 Zoning  
 Lots 5, 6 and 7, Block 3  
 J. W. Scott Survey, A-49  
 College Station, Brazos County, Texas

Field notes of a 9.10 acre tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 9.10 acre tract being more particularly described as follows:

**BEGINNING** at the 1/2" iron rod found at a 6" cedar post fence corner marking the common corner between the beforementioned 137.1386 acre tract and the 113.67 acre tract described in the deed to Carrara Partnership recorded in Volume 586, Page 488, of the Deed Records of Brazos County, Texas, and in the northwest right-of-way line of State Highway No. 30 - 120' right-of-way;

THENCE S 44° 21' 44" W along the northwest right-of-way line of State Highway No. 30 for a distance of 1318.11 feet to a 1/2" iron rod set in the northeast right-of-way line of Copperfield Parkway - 110' right-of-way, as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas;

THENCE along the northeast right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

N 45° 37' 33" W for a distance of 129.52 feet to a 1/2" iron rod set at the beginning of a curve, concave to the southwest, having a radius of 1855.00 feet, Northwestwardly along said curve for an arc length of 170.79 feet to a 1/2" iron rod set, the chord bears N 48° 34' 55" W - 170.71 feet;

THENCE N 44° 22' 27" E for a distance of 1330.20 feet to a 1/2" iron rod set in the common line between the beforementioned 137.1386 acre tract and the 113.67 acre tract;

THENCE S 44° 59' 40" E along the common line between the beforementioned 137.1386 acre tract and the 113.67 acre tract, adjacent to a fence, for a distance of 299.75 feet to the **PLACE OF BEGINNING** containing 9.10 acres of land, more or less.



Surveyed April 2006

By:

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

Prepared 04/10/06  
 kes06-dvd\crescent pointe-ph2-lots 5,6 and 7 blk 3-rezoning.wpd

EXHIBIT B

Crescent Pointe - Phase Two  
 C-1 Zoning  
 Lots 6, 7, 8 and 9, Block 2  
 Richard Carter Survey, A-8  
 J. W. Scott Survey, A-49  
 College Station, Brazos County, Texas

Field notes of a 12.14 acre tract or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8 and in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 12.14 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod found at a 6" creosote post fence corner marking the south corner of the beforementioned 137.1386 acre tract and in the northwest right-of-way line of State Highway No. 30 - 120';

THENCE N 46° 22' 03" W along the common line between the beforementioned 137.1386 acre tract and the 53.304 acre tract described in the deed to Texas A&M University, recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, adjacent to a fence, for a distance of 364.68 feet to a ½" iron rod set;

THENCE N 43° 39' 30" E for a distance of 1684.99 feet to a ½" iron rod set in the southwest right-of-way line of Copperfield Parkway - 110' right-of-way described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 4879, Page 53, of the Official Records of Brazos County, Texas, same being in a curve, concave to the southwest, having a radius of 535.00 feet;

THENCE along the southwest right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

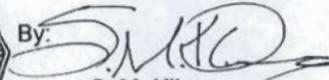
**Southeasterly along said curve for an arc length of 177.74 feet to a ½" iron rod set at the end of this curve, the chord bears S 48° 55' 17" E - 177.65 feet,**  
**S 45° 37' 33" E** for a distance of 129.55 feet to a ¼" iron rod set in the northwest right-of-way line of State Highway No. 30;

THENCE along the northwest right-of-way line of State Highway No. 30, as follows:

S 44° 21' 43" W for a distance of 959.00 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 2924.79 feet,  
 Southwesterly along said curve for an arc length of 450.07 feet to a ½" iron rod found marking the end of this curve, the chord bears S 39° 57' 14" W - 449.62 feet,  
 S 35° 32' 59" W for a distance of 286.45 feet to the **PLACE OF BEGINNING**, containing 12.14 acres of land, more or less.



Surveyed April 2006

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

Prepared 04/10/06  
 kes06-dvd/crescent pointe-ph2-lots 6,7,8and 9 blk 2-rezoning.wpd

EXHIBIT C

Crescent Pointe - Phase Two  
C-1 Zoning  
Lots 1 & 2, Block 2  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 9.38 acre tract or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8 and in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 9.38 acre tract being more particularly described as follows:

**BEGINNING** at the ½" iron rod found at a 6" creosote post fence corner marking the west corner of the beforementioned 137.1386 acre tract, same being the north corner of a 51.304 acre tract described in the deed to Texas A&M University, recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, said ½" iron rod also lying in the southeast right-of-way line of Farm to Market Road No. 60 (University Drive - 120' right-of-way), and in or near the survey line between the Richard Carter Survey, A-8 and the J. W. Scott Survey, A-49;

**THENCE** N 44° 15' 21" E along the southeast right-of-way line of F.M. No. 60 for a distance of 266.87 feet to a ½" iron rod set at the west corner of Copperfield Parkway - 115' right-of-way as described in Volume 4879, Page 53, of the Official Records of Brazos County, Texas;

**THENCE** along the southwest right-of-way line of Copperfield Parkway - 115' right-of-way, as follows:

S 45° 44' 39" E for a distance of 502.65 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 2945.00 feet, Southeasterly along said curve for an arc length of 372.41 feet to a ½" iron rod set at the end of this curve, the chord bears S 42° 07' 17" E - 372.16 feet,  
S 38° 29' 56" E for a distance of 135.53 feet to a ½" iron rod set at the beginning of a curve, concave to the northeast, having a radius of 3055.00 feet, Southeasterly along said curve for an arc length of 247.41 feet to a ½" iron rod set at the north corner of Crescent Pointe Parkway - 70' right-of-way (3.913 acre - Tract 1) described in the deed Volume 6182, Page 193, of the Official Records of Brazos County, Texas, the chord bears S 40° 49' 08" E - 247.34 feet;

**THENCE** along the northwest right-of-way line of the beforementioned Crescent Pointe Parkway - 70' right-of-way, as follows:

S 44° 56' 48" W for a distance of 100.97 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 535.00 feet, Southwesterly along said curve for an arc length of 208.45 feet to a ½" iron rod set, the chord bears S 33° 47' 06" W - 207.13 feet;

**THENCE** N 67° 22' 37" W for a distance of 44.80 feet to a ½" iron rod set;

**THENCE** N 40° 26' 06" W for a distance of 322.23 feet to a ½" iron rod set;

EXHIBIT D

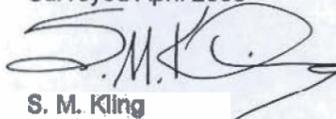
Crescent Pointe - Phase Two  
C-1 Zoning  
Lots 1 & 2, Block 2  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas  
Continued - Page 2

THENCE N 88° 05' 40" W for a distance of 182.24 feet to a 1/2" iron rod set in the common line between the beforementioned 137.1386 and the 57.304 acre tract;

THENCE along the common line between the beforementioned 137.1386 acre tract and the 57.304 acre tract, as follows:

N 01° 54' 20" E for a distance of 200.00 feet,  
N 40° 26' 06" W for a distance of 662.29 feet to the PLACE OF BEGINNING, containing 9.38 acres of land, more or less.



Surveyed April 2006  
By:   
S. M. Kling  
R.P.L.S. No. 2003

Prepared 04/10/06  
kes06-dvd/crescent pointe-ph2 - lots 1and2 blk 2 - 9.38 ac-rezoning

Crescent Pointe - Phase Two  
R-4 Zoning  
Lots 1, 2 and 3 and Park, Block 3  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 37.02 acre tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 37.02 acre tract being more particularly described as follows:

**COMMENCING** at the ½" iron rod found at a 6" cedar post fence corner marking the common corner between the beforementioned 137.1386 acre tract and the 113.67 acre tract described in the deed to Carrara Partnership recorded in Volume 586, Page 488, of the Deed Records of Brazos County, Texas, and in the northwest right-of-way line of State Highway No. 30 - 120' right-of-way;

THENCE N 44° 59' 40" W along the common line between the beforementioned 137.1286 acre tract and the 113.67 acre tract adjacent to a fence, for a distance of 299.75 feet to a ½" iron rod set at the **PLACE OF BEGINNING** of this description;

THENCE S 44° 22' 27" W for a distance of 600.28 feet to a ½" iron rod set;

THENCE N 45° 37' 33" W for a distance of 216.14 feet to a ½" iron rod set;

THENCE N 17° 42' 51" W for a distance of 172.04 feet to a ½" iron rod set in the south right-of-way line of Crescent Pointe Parkway - 70' right-of-way (Tract 2), as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, same being a cul-de-sac;

THENCE along the south, east and north right-of-way line of the beforementioned Crescent Pointe Parkway - 70' right-of-way, as follows:

Northerly and Westerly along said cul-de-sac curve, for an arc length of 195.57 feet to a ½" iron rod set at the beginning of a curve, concave to the south, having a radius of 1035.00 feet, the chord bears N 39° 46' 09" W - 92.68 feet,

Westerly along said curve for an arc length of 94.25 feet to a ½" iron rod set, the chord bears S 70° 08' 34" W - 94.21 feet,

N 68° 52' 01" W for a distance of 21.65 feet to a ½" iron rod set,  
S 66° 07' 59" W for a distance of 20.00 feet to a ½" iron rod set,  
S 21° 07' 59" W for a distance of 21.65 feet to a ½" iron rod set in a curve, concave to the south, having a radius of 1035.00 feet,

Westerly along said curve for an arc length of 683.43 feet to a ½" iron rod set at the end of this curve, the chord bears S 45° 48' 54" W - 671.08 feet,

S 26° 53' 53" W for a distance of 153.35 feet to an "x" set in concrete in the northeast right-of-way line of Copperfield Parkway - 110' right-of-way as described in the Dedication Deed to the City of College Station, Texas, as recorded in Volume 4879, Page 53, of the Official Records of Brazos County, Texas, same being a curve, concave to the southwest, having a radius of 1655.40 feet;

EXHIBIT   E

Crescent Pointe - Phase Two  
 R-4 Zoning  
 Lots 1, 2 and 3 and Park, Block 3  
 J. W. Scott Survey, A-49  
 College Station, Brazos County, Texas  
 Continued - Page 2

THENCE along the northeast right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

Northwesterly along said curve for an arc length of 146.04 feet to an "x" set in concrete at the end of this curve, the chord bears N 71° 42' 32" W - 145.99 feet,  
 N 74° 14' 13" W for a distance of 284.12 feet to an "x" set in concrete at the beginning of a curve, concave to the northeast, having a radius of 745.00 feet,  
 Northwesterly along said curve for an arc length of 370.08 feet to a ½" iron rod set at the end of this curve, the chord bears N 60° 00' 22" W - 366.29 feet,  
 N 45° 46' 31" W for a distance of 100.00 feet to a ½" iron rod set;

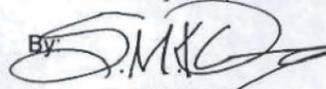
THENCE N 44° 15' 21" E along the northwest line of the beforementioned 137.1386 acre tract at a distance of 5.00 feet, pass the south corner of Tract 1, 55.5014 acres as described in the plat of Crescent Pointe, recorded in Volume 5708, Page 76, of the Official Records of Brazos County, Texas, continue along the common line between the beforementioned 137.1386 acre tract and the 55.5014 acre tract for a total distance of 1767.77 feet to a ½" iron rod set at the east corner of the said 55.5014 acre tract and in the southwest line of a 46.19 acre tract described in the deed to Diane Peters, et alii, recorded in Volume 223, Page 112, of the Deed Records of Brazos County, Texas;

THENCE S 44° 31' 15" E along the common line between the beforementioned 137.1386 acre tract and the 46.19 acre tract, for a distance of 283.34 feet to a ½" iron rod found at a 4" cedar post fence corner;

THENCE S 44° 59' 40" E along the common line between the beforementioned 137.1386 and the 113.67 acre tract, adjacent to a fence, for a distance of 1046.69 feet to the PLACE OF BEGINNING containing 37.02 acres of land, more or less.



Surveyed April 2006

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

Prepared 04/10/06  
 kes06-dvd/crescent pointe-ph2-lots 1,2 and 3 and park- blk 3-rezoning.wpd

Crescent Pointe  
 R-4 Zoning  
 Lot 3, Block 2  
 Richard Carter Survey, A-8  
 College Station, Brazos County, Texas

Field notes of a 14.00 acre tract or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd. recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod set in the common line between the beforementioned 137.1386 acre tract and the 57.304 acre tract described in the deed to Texas A&M University recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, and located N 46° 22' 03" W - 1069.54 feet from a 1/2" iron rod found at a 6" creosote post fence corner in the northwest right-of-way line of State Highway No. 30 - 120 feet right-of-way;

THENCE along the common line between the beforementioned 137.1386 acre tract and the 57.304 acre tract, adjacent to a fence, as follows:

N 46° 22' 03" W	for a distance of 441.04 feet to a 1/2" iron rod found at a 6" creosote post fence corner,
N 01° 54' 20" E	for a distance of 1177.16 feet to a 1/2" iron rod set, a 1/2" iron rod found at a 6" creosote post fence corner marking an angle point in the west line of the said 137.1386 acre tract bears N 01° 54' 20" E - 200.00 feet
S 88° 05' 40" E	for a distance of 182.24 feet to a 1/2" iron rod set,
S 40° 26' 06" E	for a distance of 322.23 feet to a 1/2" iron rod set,
S 67° 22' 37" E	for a distance of 44.80 feet to a 1/2" iron rod set in the west right-of-way line of Crescent Pointe Parkway - 70' right-of-way described as Tract One in the Dedication Deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, same being in a curve concave to the east having a radius of 535.00 feet.

THENCE along the west right-of-way line of Crescent Pointe Parkway as follows:

Southerly along said curve for an arc distance of 280.45 feet to a 1/2" iron rod set the chord bears S 07° 36' 19" W - 277.25 feet,

S 07° 24' 44" E for a distance of 191.39 feet to a 1/2" iron rod set at the beginning of a curve concave to the northeast, having a radius of 535.00 feet,

Southeasterly along said curve for an arc distance of 441.95 feet to a 1/2" iron rod set at the end of this curve, the chord bears S 31° 04' 39" E - 424.49 feet;

THENCE S 43° 37' 57" W for a distance of 524.79 feet to the **PLACE OF BEGINNING**, containing 14.00 acres of land, more or less.



Surveyed April 2006  
 By: *[Signature]*  
 S. M. Kling  
 R.P.L.S. No. 2003

Prepared 04/10/06  
 kes06-dvd/crescent pointe-14.00ac-rezoning lot 3 blk 2.wpd

EXHIBIT   F

Crescent Pointe - Phase Two  
A-P Zoning  
Lot 4 and Drainage Facility, Block 3  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of an 8.85 acre tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 8.85 acre tract being more particularly described as follows:

**COMMENCING** at the ½" iron rod set at the intersection of the northwest right-of-way line of State Highway No. 30 - 120' right-of-way with the northeast right-of-way line of Copperfield Parkway - 110' right-of-way as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas;

**THENCE** along the northeast right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

N 45° 37' 33" W for a distance of 129.52 feet to a ½" iron rod set at the beginning of a curve, concave to the southwest, having a radius of 1655.00 feet,  
Northwesterly along said curve for an arc length of 170.79 feet to a ½" iron rod set, at the **PLACE OF BEGINNING** of this description, the chord bears N 48° 34' 55" W - 170.71 feet;

**THENCE** Northwesterly continuing along the northeast right-of-way line of Copperfield Parkway for an arc length of 439.35 feet to a ½" iron rod set in the southeast right-of-way line of Crescent Pointe Parkway - 70' right-of-way (Tract 2), as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, the chord bears N 59° 08' 37" W - 438.06 feet;

**THENCE** along the southeast right-of-way line of Crescent Pointe Parkway - 70' right-of-way, as follows:

N 26° 53' 53" E for a distance of 147.40 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 965.00 feet,  
Northeasterly along said curve for an arc length of 636.12 feet to a ½" iron rod set, the chord bears N 45° 46' 58" E - 624.67 feet,  
S 68° 52' 01" E for a distance of 20.77 feet to a ½" iron rod set,  
N 86° 07' 59" E for a distance of 20.00 feet to a ½" iron rod set,  
N 21° 07' 59" E for a distance of 20.77 feet to a ½" iron rod set in a curve, concave to the southeast, having a radius of 965.00 feet,  
Northeasterly along said curve for an arc length of 85.58 feet to a ½" iron rod set at the beginning of a curve, concave to the north, having a radius of 50.00 feet, the chord bears N 70° 08' 22" E - 85.55 feet,  
Easterly along said curve for an arc length of 41.03 feet to a ½" iron rod set at the end of this curve, the chord bears S 84° 12' 19" E - 39.89 feet;

EXHIBIT G

Crescent Pointe - Phase Two  
A-P Zoning  
Lot 4 and Drainage Facility, Block 3  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas  
Continued - Page 2

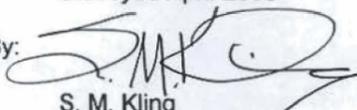
THENCE S 17° 42' 51" E for a distance of 172.04 feet to a ½" iron rod set;

THENCE S 45° 37' 33" E for a distance of 216.14 feet to a ½" iron rod set;

THENCE S 44° 22' 27" W for a distance of 729.92 feet to the **PLACE OF BEGINNING** containing 8.85 acres of land, more or less.

Surveyed April 2006



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

Prepared 04/10/06  
kes06-dvd/crescent pointe-ph2-lot 4 and drainage facility - blk 3-rezoning.wpd

Crescent Pointe - Phase Two  
A-P Zoning  
Lots 1 and 2 Block 1  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 16.10 acre tract or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8 and in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 16.10 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod set at the intersection of the southwest right-of-way line of Copperfield Parkway - 110' right-of-way as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 4879, Page 53, of the Official Records of Brazos County, Texas, with the northwest right-of-way line (southern intersection) of Crescent Pointe Parkway - 70' right-of-way as described in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, a ½" iron rod found at a 6" creosote post fence corner marking the south corner of the beforementioned 137.1386 acre tract bears S 16° 07' 30" W - 1767.39 feet;

**THENCE** along the northwest, northeast and southeast right-of-way line of Crescent Pointe Parkway - 70' right-of-way, as follows:

S 26° 53' 53" W	for a distance of 396.40 feet to a ½" iron rod set at the beginning of a curve, concave to the north, having a radius of 465.00 feet,
Southwesterly and Northerly	along said curve, for an arc length of 1182.39 feet to a ½" iron rod set at the end of this curve, the chord bears N 80° 15' 25" W - 888.62 feet,
N 07° 24' 44" W	for a distance of 191.39 feet to a ½" iron rod set at the beginning of a curve, concave to the southeast, having a radius of 465.00 feet,
Northerly along said	curve, for an arc length of 424.93 feet, to a ½" iron rod set at the end of this curve, the chord bears N 18° 46' 02" E - 410.30 feet,
N 44° 56' 48" E	for a distance of 99.43 feet to a ½" iron rod set at the intersection of the beforementioned southeast right-of-way line of Crescent Pointe Parkway, with the southwest right-of-way line of Copperfield Parkway, same being a curve, concave to the northeast, having a radius of 3055.00 feet;

**THENCE** along the southwest right-of-way line of the beforementioned Copperfield Parkway - 110' right-of-way, as follows:

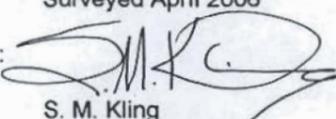
Southeasterly along said curve,	for an arc length of 70.55 feet to a ½" iron rod set for the end of this curve, the chord bears S 45° 06' 49" E - 70.55 feet,
S 45° 46' 31" E	for a distance of 100.00 feet to a ½" iron rod set at the beginning of a curve, concave to the northeast, having a radius of 855.00 feet,
Southeasterly along said curve,	for an arc length of 424.72 feet to a ½" iron rod set at the end of this curve, the chord bears S 60° 00' 22" E - 420.37 feet,

EXHIBIT   H

Crescent Pointe - Phase Two  
A-P Zoning  
Lots 1 and 2 Block 1  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas  
Continued - Page 2

S 74° 14' 13" E for a distance of 284.12 feet to a 1/2" iron rod set at the beginning of a curve, concave to the south, having a radius of 1545.00 feet, Easterly along said curve, for an arc length of 124.61 feet to the PLACE OF BEGINNING, the chord bears S 71° 55' 34" E - 124.58 feet, containing 16.10 acres of land, more or less.



Surveyed April 2006  
By:   
S. M. Kling  
R.P.L.S. No. 2003

Prepared 04/10/06  
kes06-dvd\crescent pointe-ph2-lots 1and2 blk 1-resurveying.wpd

Crescent Pointe - Phase One  
A-P Zoning  
Lots 1 - 4, Block 2  
&  
Lots 4 and 5, Block 2 - Crescent Point - Phase Two  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 17.13 acre tract or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8 and in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of the 137.1386 acre tract described in the deed from College Main Apartments, Ltd., to Crescent Pointe, Ltd, recorded in Volume 5115, Page 10, of the Official Records of Brazos County, Texas, and said 17.13 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod set in the common line between the beforementioned 137.1386 acre tract and the 57.304 acre tract described in the deed to Texas A&M University recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, and located N 46° 22' 03" W - 364.68 feet from a ½" iron rod found at a 6" creosote post fence corner in the northwest right-of-way line of State Highway No. 30 - 120' right-of-way;

THENCE N 46° 22' 03" W along the common line between the beforementioned 137.1386 acre tract and the 57.304 acre tract, adjacent to a fence, for a distance of 704.85 feet to a ½" iron rod set;

THENCE N 43° 37' 57" E for a distance of 524.79 feet to a ½" iron rod set in a curve, concave to the northeast, having a radius of 535.00 feet, same being the southwest right-of-way line of Crescent Pointe Parkway - 70' right-of-way, described as Tract One in the Dedication Deed to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas;

THENCE along southwest and southeast right-of-way line of Crescent Pointe Parkway, as follows:

Southeasterly along said curve for an arc length of 63.77 feet to a ½" iron rod set, the chord bears S 58° 09' 28" E - 63.73 feet,

S 18° 19' 00" E for a distance of 22.08 feet to a ½" iron rod set,  
S 64° 19' 00" E for a distance of 20.00 feet to a ½" iron rod set,  
N 70° 41' 00" E for a distance of 22.08 feet to a ½" iron rod set in a curve, concave to the north, having a radius of 535.00 feet,

Southeasterly along said curve for an arc length of 590.75 feet to a ½" iron rod set, the chord bears N 81° 18' 21" - 561.20 feet,

S 88° 04' 18" E for a distance of 22.08 feet to a ½" iron rod set,  
N 46° 55' 42" E for a distance of 20.00 feet to a ½" iron rod set,  
N 01° 55' 42" E for a distance of 22.08 feet to a ½" iron rod set in a curve, concave to the northwest, having a radius of 535.00 feet,

Northeasterly along said curve for an arc length of 161.41 feet to a ½" iron rod set, the chord bears N 35° 32' 28" E - 160.80 feet;

N 28° 53' 53" E for a distance of 402.79 feet to a ½" iron rod found in the south right-of-way line of Copperfield Parkway - 100' right-of-way, as described in the Dedication deed to the City of College Station, Texas, recorded in Volume 4879, Page 53, of the Official Records of Brazos County, Texas, same being a curve, concave to the south, having a radius of 1545.00 feet,

EXHIBIT I

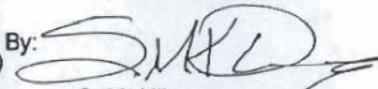
Crescent Pointe - Phase One  
A-P Zoning  
Lots 1 - 4, Block 2  
& Lots 4 and 5, Block 2 - Crescent Point - Phase Two  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas  
Continued - Page 2.

THENCE Southeasterly along said curve, same being the south right-of-way line of Copperfield Parkway -100' right-of-way for an arc length of 398.85 feet to a ½" iron rod found, the chord bears S 59° 36' 47" E - 397.75 feet;

THENCE S 43° 39' 30" W for a distance of 1684.99 feet to the **PLACE OF BEGINNING**, containing 17.13 acres of land, more or less.



Surveyed April 2006

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

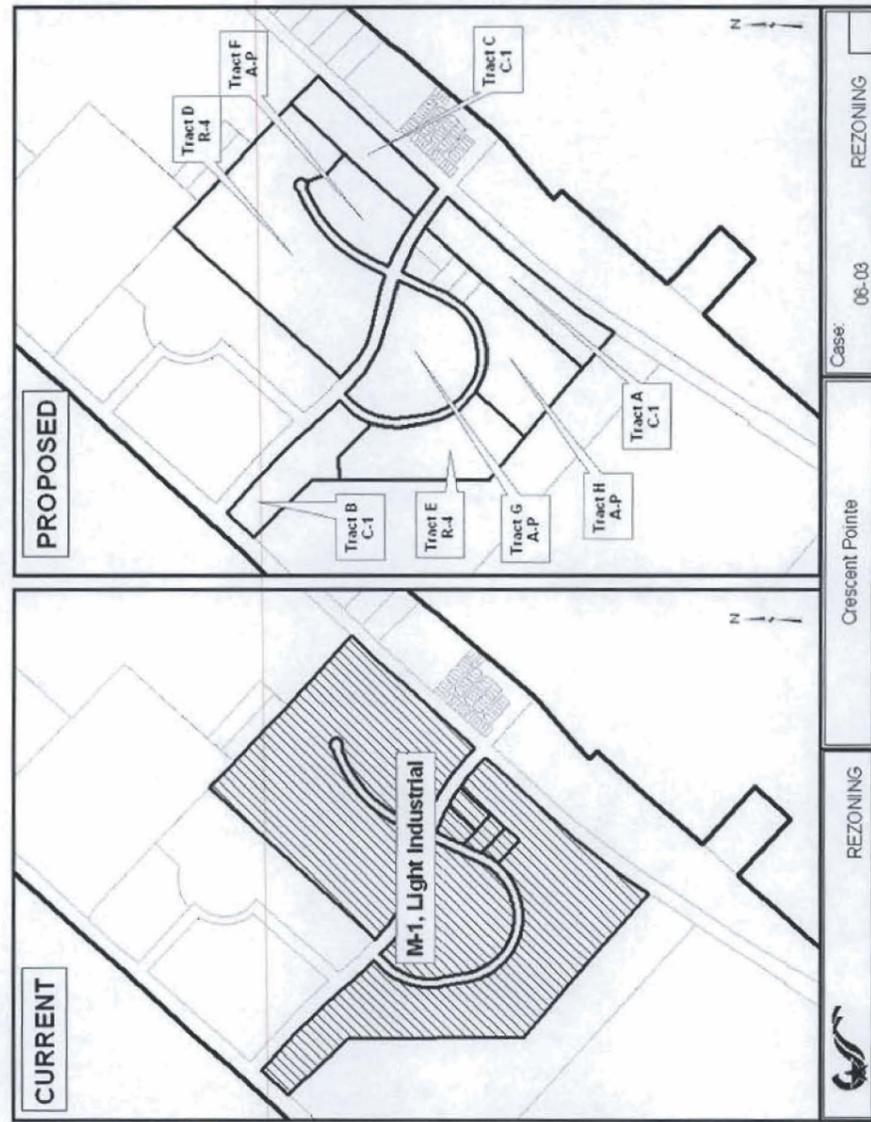
Prepared 04/10/06  
kes06-dvd\crescent pointe-ph1-lots 1-4 blk2and lots 4and5 blk 2 ph2-rezoning.wpd

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

Page 5

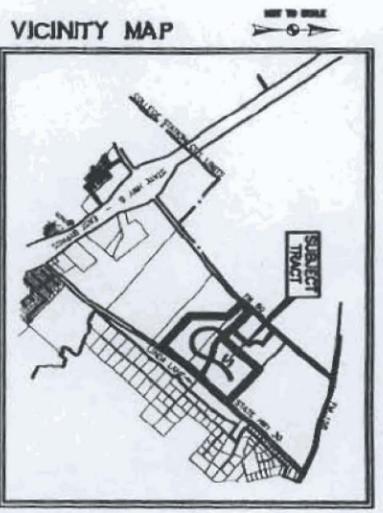
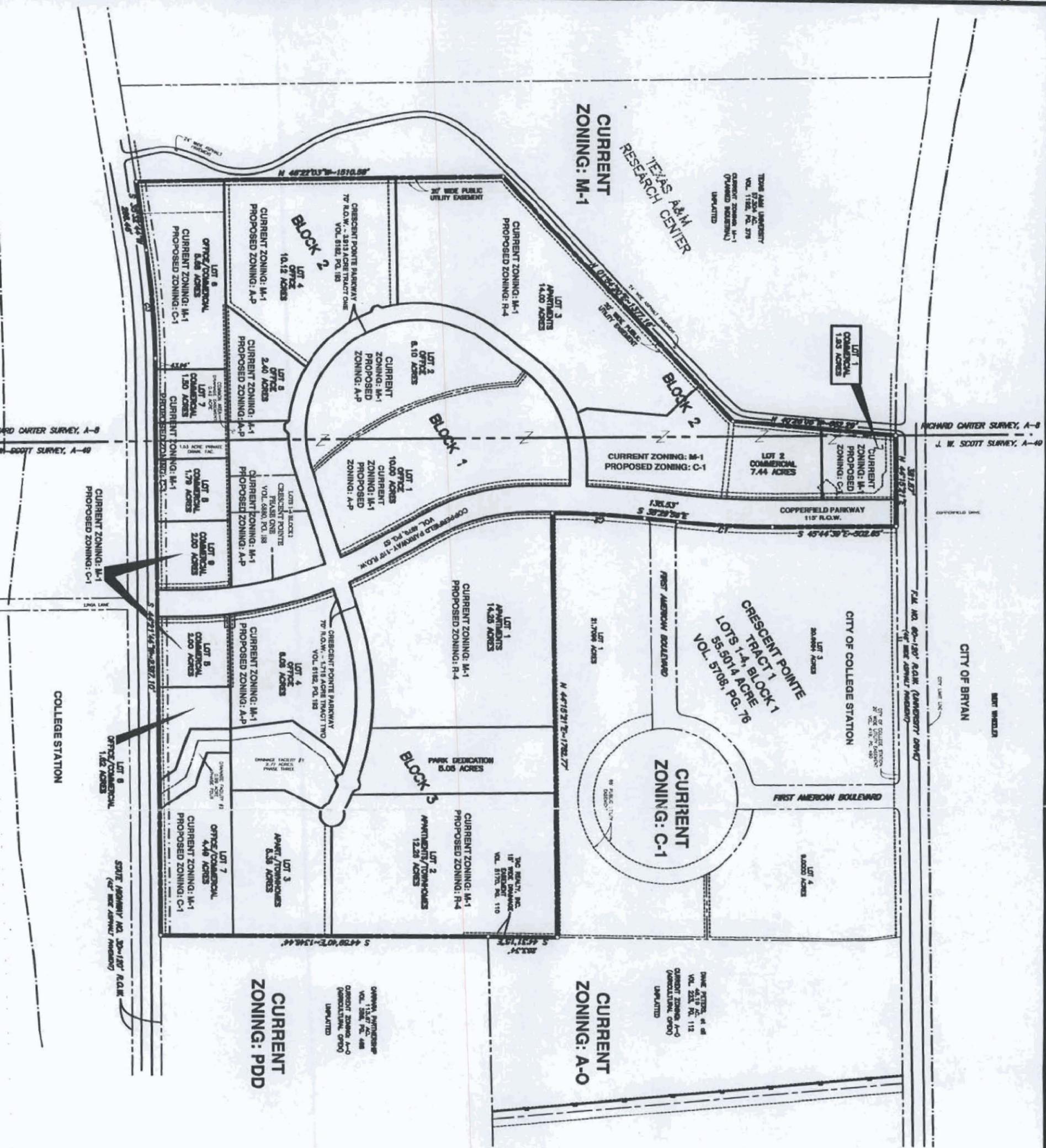
**EXHIBIT "J"**

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



**EXHIBIT "J"**

lbb\o:\deve\_ser\coversheets\2006 coversheets\april 27\crescent pointe rezoning\cp ordinance.doc  
4/12/06



- NOTES**
1. CURRENT TITLE APPEARS TO BE VESTED IN CRESCENT POINTE CO. BY VALUE OF INSTRUMENT RECORDED IN VOL. 5115, PG. 10 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
  2. THE BASIS OF BEARINGS IS TRUE NORTH, DETERMINED BY SOLAR OBSERVATION AND CALCULATED BY USING THE HOUR ANGLE METHOD, WHILE CORRECTING AT LATITUDE 30°28'45" LONGITUDE 98°17'11" ON NOVEMBER 8, 1998. (SING THREE DEGREE AND THREE REVERSE POSITIONS WITH HOLD'S PRISM).
  3. SUBJECT TRACT IS NOT WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY, TEXAS & ADJACENT AREAS (COMMUNITY NO. 48008). PANEL NO. 0161C. MAP NO. 48041C-01C. EFFECTIVE DATE: JULY 2, 1992.
  4. --- INDICATES CITY OF COLLEGE STATION CITY LIMIT LINE.
  5. ZONING:
    - CURRENT:
      - LOTS 1-2, BLOCK 1: M-1 (PLANNED INDUSTRIAL)
      - LOTS 1-8, BLOCK 2: M-1 (PLANNED INDUSTRIAL)
      - LOTS 1-5, BLOCK 3: M-1 (PLANNED INDUSTRIAL)
    - PROPOSED: COMBINATION OF C-1, A-P, AND R-4.
  6. PARK BOARD MET ON-SITE ON MARCH 7, 2006 AND APPROVED THE PARK DEDICATION SHOWN HEREON.

**CURVE TABLE:**

CURVE LENGTH	ANGLES	DELTA	CHORD BEARING
01	208.83°	309.6000°	5 42°27'37"-088.07'
02	272.37°	299.4600°	5 42°58'12"-171.71'
03	495.07°	282.415°	5 27°51'14"-166.944'

**REZONING REQUEST FOR CRESCENT POINTE**  
 J. W. SCOTT SURVEY, A-49  
 RICHARD CARTER SURVEY, A-8  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS  
 OWNED AND DEVELOPED BY:

CRESCENT POINTE HOLDINGS, INC.  
 EMANUEL GLOCKZIN, JR., PRESIDENT  
 4500 CARTER CREEK PARKWAY, SUITE 101  
 BRYAN, TEXAS 77802  
 (979) 846-8878

*Handwritten:* to file p2446

SCALE: 1"=200' MARCH, 2006 31281016

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## C-1 General Commercial

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

### Permitted:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Art Studio / Gallery
- Conference / Convention Center
- Country Club
- Day Care, Commercial
- Drive-in / thru Window
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Health Club / Sports Facility, Indoor
- Health Club / Sports Facility, Outdoor
- Hotels
- Offices
- Parking as a Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Restaurants
- Retail Sales -Single Tenant over 50,000 SF
- Shooting Range, Indoor
- Theater
- Storage, Self Service
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Fuel Sales
- Golf Course or Driving Range
- Car Wash
- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Retail Sales and Service
- Sexually Oriented Business
- Vehicular Sales, Rental, Repair and Service

- Wholesales / Services
- Utilities
- Wireless Telecommunication Facilities -Intermediate

**Permitted with a Conditional Use Permit:**

- Night Club, Bar or Tavern
- Wireless Telecommunication Facilities - Major

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## R-4 Multi-family

This district provides land for development of apartment and condominium units at low to medium densities. This district may serve as a transitional zone between lower density residential areas and other residential or non-residential areas.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to R-2, Duplex Residential standards.
2. Townhouse dwelling units shall conform to R-3, Townhouse standards.

The maximum allowable density is 20.0 dwelling units per acre

The UDO subjects this district to supplemental standards requiring duplex dwelling units shall conform to R-2 Duplex Residential standards and townhouse dwelling units shall conform to R-3 Townhouse standards.

### Permitted Uses:

- Boarding & Rooming House
- Extended Care Facility / Convalescent / Nursing Home
- Dormitory
- Duplex
- Fraternity / Sorority
- Multi-Family
- Multi-Family built prior to January 2002
- Townhouse
- Educational Facility, Primary & Secondary
- Parks
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Governmental Facilities
- Place of Worship
- Sexually Oriented Business
- Utilities

### Permitted with a Conditional Use Permit:

- Day Care, Commercial

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## A-P Administrative Professional

This district will accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification.

### Permitted Uses:

- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational/Trade
- Governmental Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facilities, Indoor
- Art Studio, Gallery
- Day Care, Commercial
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Wireless Telecommunication Facilities - Unregulated

### Permitted with Specific Use Standards:

- Dry Cleaners & Laundry
- Sexually Oriented Business
- Utilities
- Wireless Telecommunication Facilities—Intermediate

### Permitted with a Conditional Use Permit:

- Parking as a Primary Use
- Wireless Telecommunication Facilities - Major

**April 27, 2006  
Regular Agenda  
Construction of Odor Control and Sludge Processing Improvements at Carters  
Creek Wastewater Treatment Plant**

**To:** Glenn Brown, City Manager

**From:** John Woody, Director of College Station Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to award construction contract 06-146 to Bryan Construction Company in the amount of \$3,352,100 for odor control and sludge processing improvements at the Carters Creek Wastewater Treatment Plant, and a resolution declaring intention to reimburse expenditures from the issuance of debt.

**Recommendation(s):** Staff recommends Council approve the resolutions to award this contract and to reimburse the City cash funds from future debt.

**Summary:** This construction contract, to be complete within one year, will provide improvements that significantly enhance odor control and sludge processing at Carters Creek Wastewater Treatment Plant. Previous projects have corrected the most pervasive and chronic sources of odors, and this contract will address odors that occur only under certain operating conditions:

- Ø Thickener Building Exhaust Gas Improvements will prevent periodic releases of odor.
- Ø The de-watering facility (which handles the discharge from the vacuum truck) will be eliminated at Carters Creek. An improved de-watering facility with covers will be constructed at the Lick Creek Wastewater Treatment Plant.
- Ø Dedicated blowers and improved aeration system will be installed on Digested Sludge Holding Tank 1 to eliminate the odors

The following improvements will enhance sludge handling and also reduce odor emission:

- Ø Sludge Thickening improvements to increase operational flexibility.
- Ø Sludge pumping improvements to upgrade and replace pumps that have exceeded their service life.
- Ø Facilities for the preparation and use of chemicals used to aid in the thickening or dewatering of sludge.

**Budget & Financial Summary:** Invitation to Bid 06-66 resulted in three general contractors attending the mandatory pre-bid meeting, however, only Bryan Construction Company actually submitted a bid. Bid tab is attached. Staff and the project engineer (Camp, Dresser and McKee) believe this bid is fair and reasonable, and that re-bidding the project would result in higher prices.

Wastewater Capital Improvement Project Funds are budgeted and available for the work expected to be performed this fiscal year and next fiscal year. However, this project is approximately \$710,000 over budget. Several other CIP projects will be reallocated to make funds available, but staff will seek for these projects to be reinstated in the FY-07 budget process. City cash will fund this project, to be reimbursed with future debt issuance, as detailed in the proposed Resolution.

Please note that this project is another example of radical construction cost increases in the post-Katrina market, which will almost certainly have an impact on future utility rates. Back in October 2005, Council approved the construction contract to install emergency generators at key water and wastewater locations, and this award was \$750,000 (or 60%) over budget. Now, this Sludge and Odor construction contract is \$710,000 (or 27%) over budget. These increases are consistent with overall cost increases we have experienced for materials, as well as reports from construction market experts. Staff will be adjusting CIP cost estimates in the upcoming budget cycle, and these price increases will drive unusually large rate increases that will be unavoidable without delaying critical utility capital projects.

**Attachments:**

1. Bid Tab
2. Resolution to award construction contract
3. Resolution to reimburse City from future debt

**SLUDGE AND ODOR CONTROL AT CCWWTP  
 BID TABULATION 06-66  
 PUBLIC UTILITIES - WASTEWATER**

<b>Base Bid Items</b>		<b>Bryan Construction</b>
1	Mobilization, insurance, bonds, etc.	\$2,872,000.00
2	Design, installation, maintenance & removal of Trench Safety Systems	\$1,400.00
3	Allowance for providing 5 double disc pumps & services	\$157,250.00
4	Allowance for providing 1 screw impeller centrifugal pump & services	\$21,250.00
5	Allowance for providing 2 sludge grinders & services	\$44,000.00
6	Allowance for providing biofilter media & services	\$88,400.00
<b>TOTAL BASE BID (ITEMS 1 - 6)</b>		<b>\$3,184,300.00</b>

<b>Additive Alternate Bid Items</b>		
1	For selling & delivering to the Owner all necessary materials, etc. for the Centrifuge Modifications work	No bid
2	For selling & delivering to the Owner all necessary materials, etc. for the 6" SL-DI and 4" SL-DI Sludge Piping from Rotary Drum	\$48,500.00
3	For selling & delivering to the Owner all necessary materials, etc. for the Sludge Loading Station Improvements	\$35,500.00
4	For selling & delivering to the Owner all necessary materials, etc. for the Sludge Thickening Facility Emulsion Polymer System	\$83,800.00
5	For selling & delivering to the Owner all necessary materials, etc. for the Roof Canopy & Monorail System for the Rotary Drum Feed	\$47,000.00
<b>TOTAL ADDITIVE ALTERNATE BID ITEMS (ITEMS 1 - 5)</b>		<b>\$214,800.00</b>

**Notes**

Calendar Days for Substantial Completion	335
Certification of Bid	Y
Addendum Acknowledged	Y
Bid Bond	Y

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE SLUDGE AND ODOR CONTROL AT CARTER CREEK WASTEWATER TREATMENT PLANT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Sludge and Odor Control at Carter Creek Wastewater Treatment Plant (CCWTP) Project; and

WHEREAS, the selection of Bryan Construction Company is being recommended as the lowest responsible bidder for the construction services related to Sludge and Odor Control at CCWTP Project; now, therefore,

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

PART 1: That the City Council hereby finds that Bryan Construction Company is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Bryan Construction Company for \$3,352,100.00 for the labor, materials and equipment required for the improvements related the Sludge and Odor Control at Carter Creek Wastewater Treatment Plant Project.

PART 3: That the funding for this Project shall be as budgeted from the Capital Improvement Projects Fund, Wastewater Division, in the amount of \$3,352,100.00.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary

\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

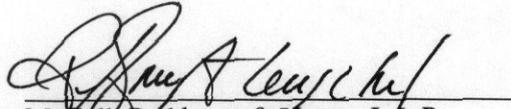
\_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

(Seal)

APPROVED:

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

**Exhibit "A"**

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

**Odor control and sludge processing improvements at the Carter's Creek Wastewater Treatment Plant**