



Mayor
Ben White

City Manager
Glenn Brown

Council Members
James Massey
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, May 24, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence requests, presentation by Fire Department

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 alarm 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.

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

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- a. Presentation, possible action, and discussion on a renewal agreement to Stresscrete, Inc., for pre-stressed spun cast concrete poles. The estimated annual expenditure of \$209,534.00 is a five percent increase over last year.
- b. Presentation, discussion, and possible action to approve the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$200,000 for financial advisory services.
- c. Presentation, possible action, and discussion regarding a resolution approving award of contract 07-171 to Bryan Construction in the amount of \$284,066 for improvements at the Carters Creek Wastewater Treatment Plant.
- d. Presentation, possible action, and discussion regarding approval to issue a purchase order in the amount of \$612,102 with Ultra-Tech Inc. for a new Ultra Violet Disinfection System at the Carters Creek Wastewater Treatment Plant.
- e. Presentation, discussion, and possible action regarding a resolution approving a construction contract with Bayer Construction Inc., in the amount of \$207,510.56 for the construction and installation of underground electric conduit and conductor for Underground Feeder Routes for Spring Creek Substation.
- f. Presentation, possible action, and discussion regarding an annual agreement for Temporary Employment Services with Human Resource Connection for \$50,000 and Express Personnel Services for \$25,000 for annual estimated expenditures of \$75,000.
- g. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in an amount not to exceed \$100,000 to construct medians on Southwest Parkway between Anderson Street and Ashford Drive.
- h. Presentation, possible action, and discussion regarding a resolution awarding the professional services contract (Contract No. 07-201) to Mitchell & Morgan in the amount not to exceed \$73,120 for an engineering study and submittal of a Letter of Map Revision (LOMR) for Bee Creek from Southwest Parkway to Carter's Creek and a portion of Bee Creek Tributary A and Tributary B.
- i. Presentation, possible action, and discussion regarding the exterior painting of City buildings with a HGAC Contract price agreement with Jamail / Smith, in the amount of \$97,796.10.
- j. Presentation, possible action, and discussion regarding the approval of a revised Gateway Grant Policy.

- k. Presentation, possible action, and discussion regarding approval of an annual price agreement with Deery American Corporation to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$58,401.75.
- l. Presentation, possible action, and discussion regarding approving a resolution awarding a construction contract to Jamail & Smith Construction, in the amount of \$86,447.05, for the installation of three emergency power generators.
- m. Presentation, possible action, and discussion on the resolution approving the above named construction contract with Knife River Corporation in the amount of \$1,079,289.65. Contract #07-186
- n. Presentation, possible action, and discussion regarding a resolution approving a grant application for the Oakwood Intermediate School / A&M Consolidated Middle School Pedestrian Improvement Project as the City of College Station's candidate project for the Safe Routes to School Program.
- o. Presentation, possible action and discussion on a bid award for the purchase of PVC pipe and fittings maintained in inventory to Stuart C. Irby for \$40,595.65; H. D. Supply for \$32,810.00 and KBS for \$40,090.00 for total annual estimated expenditures of \$113,495.65. Bid #07-65.
- p. Presentation, possible action and discussion on a bid award for the purchase of water meters and registers maintained in inventory to Badger Meter Inc., for \$125,600.98 and Aqua-Metric Sales Co., for \$29,501.50 for total annual estimated expenditures of \$155,102.48. Bid #07-74.
- q. Presentation, possible action, and discussion regarding approval of minutes for the April 26, 2007 Workshop Meeting and Regular Meeting.
- r. Presentation, possible action, and discussion authorizing the Mayor to sign the notice of election designating the hours and polling place locations for the runoff election to be held on June 23, 2007 for the purpose of electing a councilmember to fill an unexpired term for Place 1.

Vision Statement III – Planning and Development
Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- s. Presentation, possible action and discussion on a resolution authorizing a banner for Scott & White Clinic in recognition of their 20th anniversary.

Vision Statement II – Parks and Leisure Services
Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

- t. Presentation, possible action, and discussion regarding approval of a resolution awarding contract number 07-184, a construction contract with JaCody Inc. Construction in the amount of \$779,152 for the construction of a Forestry shop; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

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
Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- 1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.331 acres from A-O (Agricultural Open) to R-1 (Single Family Residential) at 14125 Renee Lane, generally located at the intersection of Barron Road and Renee Lane.

2. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.611 acres from PDD (Planned Development District) to A-P (Administrative Professional) at 525 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

3. Presentation, discussion, and possible action on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on portions of Mortier Avenue, Valley View Drive, and selected streets in the South Side area.

Vision Statement III – Planning and Development
Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

4. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 5.2 of the Unified Development Ordinance, regarding Residential Dimension Standards.
5. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 6.4.E of the Unified Development Ordinance, regarding Portable Storage Structures.
6. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 7.6 of the Unified Development Ordinance, regarding buffers.
7. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 2 Development Review Bodies, Article 3 Development Review Procedures and Article 5 Design District Purpose Statements and Supplemental Standards regarding Concept Plans.

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

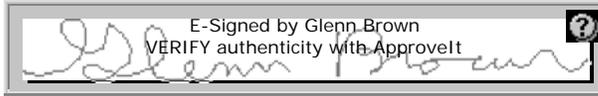
8. Presentation, possible action and discussion on a bid award for the purchase of electrical wire and cable maintained in inventory as follows: HD Supply for \$661,270.00 (\$80,800 to be decided in a tie-breaker); Techline for \$134,960.00

(\$80,800 to be decided in a tie-breaker); and WESCO for \$159,375.00. Total estimated semi-annual expenditure is \$1,036,405.00. Bid #07-64.

- 9. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for May 24, 2007.
- 10. Final action on executive session, if necessary.
- 11. Adjourn.

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

APPROVED:

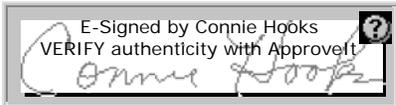


E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

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, May 24, 2007 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 21st day of May, 2007 at 12:30 p.m.



E-Signed by Connie Hooks
VERIFY authenticity with ApproveIt

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 21, 2007 at 12:30 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2007.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2007.

Notary Public – Brazos County, Texas

My commission expires: _____

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

May 24, 2007
Consent Agenda
Renewal for Annual Prestressed Spun Cast Concrete Poles

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on a renewal agreement to Stresscrete, Inc., for pre-stressed spun cast concrete poles. The estimated annual expenditure of \$209,534.00 is a five percent increase over last year.

Recommendation(s): Staff recommends approval of the renewal agreement with Stresscrete, Inc. for an annual estimated expenditure of \$209,534.00 (a five percent increase over the original bid).

Summary: These purchases will be made as needed during the term of the agreement. The concrete poles are maintained in the electrical inventory and expensed as necessary. These poles are bought as needed and kept in stock for emergency purposes also. This is the first renewal option from Bid #06-64.

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

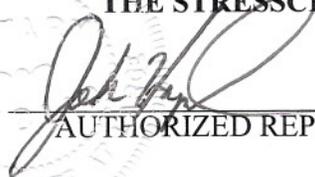
Attachments: Signed Renewal Agreement.

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-64, for Pre-Stressed Concrete Distribution Poles in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning April 27, 2007 through April 26, 2008 and with the 5% (five percent) increase, the new total amount of the contract is \$209,534.00 (Two hundred nine thousand, five hundred thirty four and No/Dollars).

THE STRESSCRETE GROUP



AUTHORIZED REPRESENTATIVE

5/2/07

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

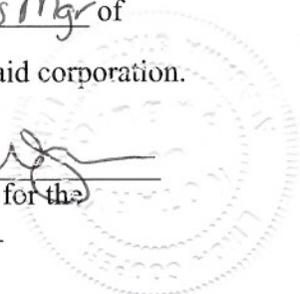
STATE OF AL

CORPORATE ACKNOWLEDGMENT

COUNTY OF Tuscaloosa

This instrument was acknowledged on the 2nd day of May, 2007,
by John Harpole in his/her capacity as Regional Sales Mgr of
StressCrete, a _____ Corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the
State of AL



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

9200 Energy Lane
Northport, Alabama
35476-3442
Tel: (205) 339-0711
Toll Free: 1-800-435-6563
Fax: (205) 339-4840

Northport, Alabama
Atchison, Kansas
Jefferson, Ohio
Burlington, Ontario

www.stresscrete.com
www.kingluminaire.com

3/14/07

Alan Degelman
City of College Station
P.O. Box 9960
College Station, TX 77842 - 0960

Re: College Station PO 060648

Alan,

Per our conversation regarding the blanket for City of College Station, StressCrete Inc. will have 5% price increase due to the massive increase in fuel and raw materials.

The following is the price changes required as of April 1st 2007:

Item 1: Concrete Pole 35' C2 540-070-00020	new price	\$925.00
Item 2: Concrete pole 40' C2 540-070-00010	new price	\$1109.00
Item 3: Concrete pole 45' C2 540-070-00008	new price	\$1258.00
Item 4: Concrete pole 50' C2 540-070-00009	new price	\$1421.00
Item 5: Concrete pole 55' C2 540-070-00011	new price	\$1660.00
Item 6: Concrete pole 65' C2 540-070-00020	new price	\$2225.00
Item 7: Concrete pole 45' 6deg 540-070-00017	new price	\$1871.00
Item 8: Concrete pole 50' 12deg 540-070-00018	new price	\$2369.00
Item 9: Concrete pole 50' 18deg 540-070-00019	new price	\$2896.00

If you have any questions or concerns, please call at 800-435-6563.

Sincerely



John Harpole
The StressCrete Group

Cc: Chris Dawley
James Jones



May 24, 2007
Consent Agenda
Financial Advisory Consulting Services

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, discussion, and possible action to approve the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$200,000 for financial advisory services.

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

Summary: The City Council approved the original contract in April 2006. This is the first renewal option. The City has utilized First Southwest Company since 1996 for financial advisor services.

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 the 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. Renewal Agreement



the heart of the Research Valley

April 19, 2007

First Southwest Company
Attn: Drew Masterson
1021 Main Street, Suite 2200
Houston, TX 77002

**RE: Renewal – Contract No. 06-168
Financial Advisory Services**

Dear Mr. Masterson:

The City of College Station appreciates the services provided by First Southwest Company this past year. We would like to exercise our option to renew the referenced Contract No. 06-168 for an amount not to exceed two hundred thousand and no/100 (\$200,000) for the term of May 10, 2007 through May 9, 2008. This is the first renewal option.

If this meets with your company's approval, please complete this renewal agreement and return it to us at your earliest convenience.

Should you have any questions, please call me at 979.764.3557.

Sincerely,

Cheryl K. Turney, C.P.M.
Purchasing Manager

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

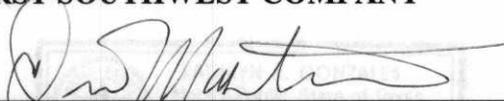
www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 06-168 for Financial Advisory Services associated with the management and issuance of debt, in an amount not to exceed two hundred thousand and no/100 (\$200,000) and all other terms and conditions previously agreed to and accepted.

I understand this renewal agreement will be for the period beginning May 10, 2007 through May 9, 2008. This is the first renewal term.

FIRST SOUTHWEST COMPANY



Drew Masterson, Managing Director

4/23/07

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 23rd day of April, 2007,
by Drew Masterson in his capacity as Managing Director of
First Southwest Co., a Delaware Corporation, on behalf of said corporation.



Kathryn E. Gonzales
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,
by _____ in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2006

PRODUCER
 Roach, Howard, Smith and Barton
 9330 LBJ Fwy, Ste.1500
 Dallas TX 75243
 (972) 231-1300 (972) 231-1368

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Great Northern Ins Co		20303
INSURER B: Federal Ins Co		20281
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
 First Southwest Co.
 First Southwest Asset Management
 325 N. St. Paul, Suite-800
 Dallas TX 75201

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35787714	12/15/2006	12/15/2007	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ Included
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	74968567	12/15/2006	12/15/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
B	EXCESS/UMBRELLA LIABILITY	79785393	12/15/2006	12/15/2007	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
						\$
	DEDUCTIBLE					
	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71705177	12/15/2006	12/15/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Where required by written contract or agreement, The City of College Station, its officials, employees, and volunteers are named as additional insureds as respects to GL & Auto Liability policies and a waiver of subrogation is provided in their favor as respects to General Liability and Workers Compensation.

CERTIFICATE HOLDER

City of College Station
 Attn: Charles Cryan

P.O. Box 9960
 College Station TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

24 May 2007
Consent Agenda
Replacement of Screw Lift Pump #4

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving award of contract 07-171 to Bryan Construction in the amount of \$284,066 for improvements at the Carters Creek Wastewater Treatment Plant.

Recommendation: Staff recommends Council approve this resolution.

Summary: The Carters Creek Wastewater Treatment Plant has four large screw lifts at the head of the plant that lift the wastewater into the headworks and allow the entire plant to gravity flow from there. The screw lifts reached the end of their economic life, and to date three of the four have been replaced. The screw lift capacities are mandated by the Texas Commission on Environmental Quality, and this replacement is essential. Due to the configuration of the screw lifts, the most economical repair is to replace the screw lift itself.

Budget & Financial Summary: Invitation to bid 07-063 resulted in one bid from Bryan Construction Company, however the amount bid for this installation is reasonable. Wastewater Capital Improvement Project Funds are budgeted and available.

Attachments:

Resolution
Bid tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF SCREW LIFT PUMP # 4 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Replacement of Screw Lift Pump # 4 Project; and

WHEREAS, the selection of Bryan Construction Company is being recommended as the lowest responsible bidder for the construction services related to Replacement of Screw Lift Pump # 4; 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 \$284,066.00 for the labor, materials and equipment required for the improvements related the Replacement of Screw Lift Pump # 4 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvements Project Fund, in the amount of \$286,022.00.

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

ADOPTED this 24th day of May, A.D. 2007.

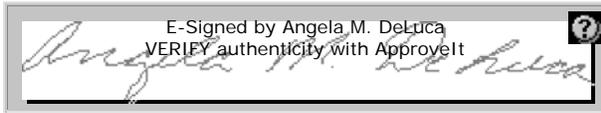
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

MAYOR

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt

City Attorney

**SCREW LIFT PUMP STATION REPLACEMENT AT CCWWTP
07-63 Tabulation
WATER**

4/17/2007

		Bryan Construction
1	Removal and Installation of Screw Pump	\$65,000.00
2	Allowance for one INTERNALIFT Pump	\$219,066.00
Total		\$284,066.00

Calendar Days for Completion	300
Certification of Bid	Y
Deviations/Conditions	N
Addenda Acknowledged	N/A

May 24, 2007
Consent Agenda
Purchase of an Ultra-Violet Disinfection System

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval to issue a purchase order in the amount of \$612,102 with Ultra-Tech Inc. for a new Ultra Violet Disinfection System at the Carters Creek Wastewater Treatment Plant.

Recommendation: Staff recommends Council approve this purchase order.

Summary: When wastewater is fully treated, the Texas Commission on Environmental Quality and the EPA require that it be disinfected before being released into a State waterway. There are several options for disinfection, and the City of College Station uses an Ultra-Violet (UV) light system. The UV System at the Carters Creek Wastewater Treatment Plant has reached the end of its service life and no longer meets some of the requirements. The City has received a directive from TCEQ to return it to compliance.

The City requested proposals to refurbish the existing system to meet TCEQ requirements, but no UV system manufacturer was willing to warranty these repairs. However, two of the UV System Manufacturers proposed providing new systems, which is the most cost effective solution for the long run. The City staff and our consulting engineering company, Camp Dresser McKee, are recommending the proposal prepared by Ultra Tech Systems Incorporated as being the best option. (See attached proposal.) This purchase order will provide all equipment necessary for the Ultra-Tech UV system, which is the first phase of the project.

The second, and final, phase of the project will be a separate construction contract, which is under design. This contract will install the UV system equipment and provide associated improvements for UV System operation, such as new control gates and discharge flume. This construction contract will be bid out and presented to Council at a later date for consideration.

Budget & Financial Summary: Current budget appropriations for this project are \$569,686. Funds in the amount of \$175,537.66 have been expended or committed to date, leaving a balance of \$394,148.34. This contract is for \$612,102 and will require additional appropriation of \$217,953.66. Funds in the amount of \$261,000 will be transferred from projects currently budgeted in the Wastewater Capital Improvement Projects Fund. This will bring the current project budget up to \$830,686 which will cover this item and associated overhead costs. It is anticipated that a construction contract will be presented to Council at a later date which will require additional funding. The total funding required for this project is anticipated to be \$1,900,000.

Attachment:
Proposal

UltraTech

systems Inc.

March 30, 2007

City of College Station
1101 Texas Ave.
College Station, TX 77842

ATTN: Purchasing Manager
SUBJ: UV Upgrade Proposal for CCWWTP - RFP #07-61

Dear Madam or Sir:

We are pleased to that you have afforded us the opportunity to provide a proposal to upgrade the UV Disinfection System at the Carters Creek Wastewater Treatment Plant.

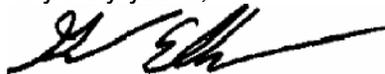
We trust that you will find the attached proposal to your satisfaction. In our opinion the proposal meets the intent of your specification.

Should you have questions or require clarification please do not hesitate in contacting us or our Local Representatives Environmental Improvements (EI²).

We understand that you must release total pricing of the proposal to the public however we request that you keep all other information, in particular lamp and ballast itemized pricing confidential

Looking forward to your favorable review of our proposal.

Very truly yours,



UltraTech Systems, Inc.
Greg E. Ellner
President

GEE:ps

Enc. Proposal

cc: Bucky Richardson, EI2 Houston (713) 461-1111
Brian Phenegar, EI2 Austin (512) 295-3733
Mark Baker UltraTech

City of College Station

UV Upgrade at CCWWTP

Proposal in response to RFP #07-61



THE INFORMATION CONTAINED IN THIS PROPOSAL PACKAGE RELATES TO PROPRIETARY SUBJECT MATTER. ANY PARTY ASSUMING CUSTODY DOES SO WITH THE EXPRESS UNDERSTANDING AND AGREEMENT THAT NEITHER RECEIPT NOR POSSESSION THEREOF CONFERS OR TRANSFERS ANY RIGHT TO USE, REPRODUCE OR DISCLOSE ITS CONTENTS OR ANY PART THEREOF, IN ANY MANNER OR FOR ANY PURPOSE WHATSOEVER.

OVERVIEW

It had been our intention to provide you with UltraTech electrical / electronic components that would allow you to utilize your present stainless steel modules. While preparing this proposal it was determined that the cost associated with the manufacture of such special components and having to install them in the field was greater than providing you with new standard UltraTech electronic components and new stainless steel UV modules. We are proposing a brand new system including stainless steel wireways and stainless steel disinfection modules. By providing you with new product we can offer both increased warranty coverage along and parts standardization between this UV system and your existing Lick Creek UV system.

QUALIFICATION AND EXPERIENCE

A.

UltraTech Systems (UTS) is a manufacturer of UV systems for municipal wastewater and water disinfection. We are a closely held corporation and have been in business for over 10 years. Our operation is located in NY. Should we be favored with your order Greg Ellner will be in charge of your project. Mark Baker will be in charge of engineering and production. Mark is supported by Dave Scheurich for electrical / electronic engineering and programming and Rick del Rosario for mechanical engineering along with electrical engineering and programming. Field service and start-up will be handled by Tarrence Bellamy. Administration is handled by both Greg & Sid Ellner. This is the same team that was responsible for design and manufacture of the current generation UltraTech equipment including your system at Lick Creek WWTP.

Please note that UTS will be exhibiting at Texas Water 2007 in Ft. Worth April 11 - 12, Greg Mark & Sid will be present. We would welcome the opportunity to meet with you at Texas Water.

Over the last 36 months this team has been responsible for all of the UV systems that UTS has supplied. All of these systems have been successful with 100% operational controls and desired disinfection results.

B.

The pricing contained in our proposal is lump sum. All administrative fees are included in our system price. No additional administrative fees will be charged. Our pricing contains the travel expense necessary to perform this project in a proper and timely fashion. Itemization of travel are not included in this document. If, and only if, the Contractor or the City cause UTS to have personnel present at the job site for longer than the agreed to period(s) of time or make additional visits due to failure of completing their responsibilities (installation) will UTS have an additional charge. Technician rates are \$1,200 per 8 hour man day from the time a technician leaves NY. Travel is billed at actual cost plus \$55.00 per diem for meals.

We have broken out the cost for Engineering and Submittal Preparation as we would be pleased to accept an order for this item directly from the City so we may be able to start producing documentation prior to your selection of a Contractor. This has been done to both save time and possibly allow the Contractor to see specific UTS drawings prior to bidding so he can best provide you with the lowest pricing.

C.

We have visited the Carters Creek WWTP and feel we have an excellent understanding of what is to be accomplished. Once an order is accepted we will start engineering and generate submittals, this typically takes 4 - 6 weeks. Shipment can take place 12 - 16 weeks after return of an approved submittal or after a written approval to commence with production. Due to the time constraints of this project with a delivery required this summer we foresee production and submittal preparation taking place concurrently.

D.

College Station, TX - Lick Creek WWTP
Contact: John Shumbera - Jshumbera@cstx.gov

Tel

(979) 764-3661 Fax (979) 764-3

Dalhart, TX
Contact: Jeff Degenhart
Tel (806) 244-2409 Fax
(806-244-4414

Boise, ID - West Boise WWTP
Contact: Ralph Vincamp - rvincamp@cityofboise.org
Tel (208) 938-8093 x3625
Fax (208) 939-8607

E. We acknowledge receipt of addenda 1 dated 3/12/07 and addenda 2 dated 3/19/07

Equipment Summary

We are pleased to offer for your consideration all new equipment. The only items that will be reused from the existing installation are 1,100 quartz sleeves. 100 new quartz sleeves shall be supplied. Specifically we are offering Power Distribution Boxes, System Control Box, Wireways, Eye Shields, UV modules including ballasts and lamps, air hoses and cables from wireways to UV modules.

UltraTech

systems Inc

UltraTech Terminator Features:

Xtra-Life UV lamp 007XL-PTL-14 providing 25,000 hours of useful (lit) operation which is double that of the competition and significantly reduces your operating cost.

5 year system extended warranty provided that only genuine UltraTech Systems components and UV lamps are used in the system and UV lamps are replaced per UTS recommendation. Discounted lamp pricing has been included as part of this proposal you would contract with us to receive the additional warranty coverage.

UV modules have UltraTech's tried and proven flow through ventilation system providing superior cooling and long life for all internal electrical / electronic components. Electronic circuit boards are low voltage and conformal coated for service in your WWTPs environment.

Tried and proven UltraTech PLC based low voltage control system. The specified Allen Bradley ControlLogix PLC and Allen Bradley PanelView High Bright 1250 HMI will be located in their own air conditioned enclosure. This enclosure will also house the specified UPS and specified Cisco Ethernet switch.

The UV modules offered are approximately 2" taller than the UV modules at Lick Creek. This additional height allows use of your existing quartz sleeves and provides additional clearance above the high water level - 3" per specification.

Manufacturing and testing of UV modules will be done at our factory. As new equipment is being provided no modifications are to take place in the field. Manufacturing in a climate controlled environment assures that foul weather will not delay UV system production. We encourage the City to visit and view production of your equipment and suggest that this takes place once the stainless UV modules are being worked on or during testing.

The UV system will be produced in a UL 508 facility and carry a UL seal.

The H-O-A switches (one per UV module) are physical switches fully independent of the PLC and Touch screen. Per specification the switches are to be illuminated.

A PLC tag and register list will be provided with the UV system to allow the UV system to be integrated (by others) to the plant SCADA.

As all new equipment is being provided, wireways, power distribution panels and the control panel can be prepositioned without effecting your current system thus minimizing the time it takes to change over to the new equipment and making it easier for the contractor.

Flow Pacing will be accomplished based on a 4-20ma flow meter signal provided by others. This signal can be either hardwired to the UV PLC or brought across your data highway.

Flow Pacing will be performed in groups of 60 UV lamps that turn on/off in proportion to effluent flow. The set points for each group of lamps is user programmable in 0.1 MGD increments. All modules flow pace except for the last row of UV modules that remain on at all times when that channel is energized.

Exceptions To Specifications:

No drawings nor diagrams are part of our proposal. We will do our best to provide PNIDs within 14 days after acceptance of an order.

No installation labor is part of our offering. Assembly of UltraTech supplied equipment, installation including wiring is the responsibility of others as is the removal and disposal of what is currently on site.

We prefer not to provide Submittals and O&Ms on reinforced paper as this type of paper does can damage our color laser printer.

Each UV module is uniquely identified to the controls by use of a jumper setting located on a circuit card within a UV module. Should a module be mistakenly repositioned in the channel, its location on the HMI will not change however it will continue to flow pace as if it was still located in its proper position.

We do not monitor the temperature of our electronic circuits in the UV modules as this a non-issue with our system. A thermostat is present in each UV module and energizes fans should a module become warm.

The Power Boxes are not air conditioned, as this is not required by our product and it reduces power draw of the UV system. Should you require A/C of these boxes a priced option has been included.

We do not provide a UV sensor failure indication. If a sensor is not functioning properly typically the UV intensity reading will be erratic or off scale.

We do not utilize the specified Hummel M16 nor a threaded connector for cabling to the UV modules. We provide a UL listed mate & lock connector by Harting.

Our warranty differs (see warranty page - 9) in that it takes effect 12 months after start-up or 15 months after shipment and payment in full to UTS is required.

Standard exclusions - exceptions are located following the Terms section of our offering on page 11.

UltraTech

LIST OF UV DISINFECTION SYSTEM EQUIPMENT

- 30 UTS Terminator T4024i 40 lamp UV disinfection modules complete with air scour bases, and electronics. Modules are constructed of electropolished 316 SS for all wetted parts and 304 SS for the above water top section. Modules are for installation in each of two channel - 3 modules wide by 5 modules in length.
- 600 UVB2002 Ballast assemblies with connectors for use in the above modules.
- 10 UV sensor assemblies. 1 sensor to be placed in each row of 3 UV modules, we suggest placement in the middle module.
- 100 QIDI quartz for use in the above modules along with 1,100 of your existing quartz.
- 2 *Power Boxes NEMA 4X 304 SS 72" x 36" x 12" floor standing, containing electrical components to power a UV channel. This box is ventilated.
- 1 Control Box NEMA 4X 304 SS 60" x 36" x 12" floor standing, air conditioned, containing Allen Bradley ControlLogix PLC, Allen Bradley PanelView 1250 Hi Bright display, UPS, Cisco Ethernet switch and illuminated H-O-A switches (1 per UV module). The box is to be located within the PLCs recommend signal distance to control relays from the two power boxes (about 20 feet). UltraTech provides the programming of the PLC and PanelView.
- 12 Eye shields (304 SS) to be positioned between each row of UV modules.
- 2 Wireways prewired for servicing 15 UV modules each. Each wireway has the cabling to attach to the UV modules. A single shielded cable for each UV module provides both power and communication to the UV modules.
- 30 Air hoses with valved quick connect fittings to attach UV modules to your exiting air supply.
- 1 Lifting device to assist in removing a UV module from a channel.
- 1 Lot of spares consisting of:
- | | | |
|-----|-----------------------|-----------------|
| 240 | UV lamps | 007-XL-PTL- 1 4 |
| 5 | Quartz | QIDI |
| 30 | Ballasts | UVB2002 |
| 1 | Multiplexer Board | UVMUX2000 |
| 1 | Power Board | UVPWR2000 |
| 1 | Cisco Ethernet Switch | 2955C-12 |
- 1 Start-Up service and equipment commissioning in one trip for up to 7 days. Two weeks minimum notice is required.

- 1 Administrative meeting in Austin and / or College Station. Two weeks minimum notice is required.
- 1 Preparation of O&M manuals and PLC Tag & Register List. In addition to hard copy manuals a PDF version will be supplied. The PLC Tag & Register List will be supplied electronically.
- 1 Engineering package and preparation of submittals \$ 25,000.00

OPTIONS

ADDITIONAL INFORMATION

Each Power Box requires 120/208VAC 3 phase 60HZ wye power - 150amps.

The Control Box requires 120VAC single phase 60 HZ power - 30 amps.

With all 1,200 lamps operating at end of lamp life system power consumption <85kw.

As UV lamps age their power consumption increases due to emission coating loss on the lamp's filament. Realistically we expect power consumption with fresh lamps to be 65 watts / UV lamp and be worst case of 75 watts per lamp. With proper operation the UV system never would be populated completely with UV lamps that are old (at the end of their useful life) and drawing 75 watts. This is why we base power draw on 70 watts per UV lamp.

You have requested a cost per 1,000 gallons. To treat 1,000 gallons per minute 60 UV lamps would be lit, power consumption is 4 . 2 .

Labor for 1,000 gallons is difficult to quantify, change out of 60 UV lamps would take 1/2 an hour, this labor would be required once every 3 years.

On a daily basis we recommend viewing of the UV system control screen locally (or via the remote status on your SCADA) for a minute or so.

Every few months verify that the automatic control of your air source is functioning correctly.

Every 6 - 12 months vacuum out (or use clean compressed air to blow) dust out of the UV modules.

Every 6 - 12 months pull a UV module from the channel to inspect the condition of the quartz.

Cleaning frequency of all UV systems would be about the same however we do feel our air scour system is superior as we have more air orifices than the competition. We can not give you an estimate of cleaning frequency.

MTBF	UltraTech control circuitry	12 years
	Ballasts	15 years
	Quartz	50 years

WARRANTY

The ultraviolet system is warranted to the original purchaser to be free from defects in materials and workmanship for a period of 12 months from date of initial operation or 15 months after shipment whichever occurs first. Should College Station contract to purchase UTS lamps, a minimum of 360 lamps every 3 years for 6 years at today's price of \$28.00 / lamp plus shipping we will extend the UV system Warranty to 6 years from the start date of warranty. The \$28.00 price may be adjusted up in accordance with the cost of living index on a yearly basis not to exceed 10% per year. Please note that there have not been any price increases in UV lamp prices for the past 15 years.

The UV system is warranted, when the equipment is properly maintained in accordance with UltraTech's instructions and recommendations and that only genuine UltraTech supplied or UltraTech approved components and supplies are utilized. Lamps will be guaranteed on a prorated basis. UV Lamps are to be replaced when the total operating (lit) time on the lamp is less than 25,000 hours. Disinfection performance is contingent upon the effluent being of suitable quality per the project's specifications, UV lamps with less than 20,000 - 25,000 hours of use and quartz jackets that are clean. Should the ownership of the UV system is transferred, UltraTech must be notified in writing within 30 days of such change. Failure to notify UltraTech of the transfer in UV system ownership voids this warranty. This warranty is only valid if UltraTech Systems has been paid in full in a timely manner.

The UV disinfection system shall reduce the effluent fecal coliform count to less than 800 MPN/100ml for a single sample, less than 400 MPN/100ml for a 7 day average and less than 200 MPN/100ml for a daily average under the specified service conditions at all flows including peak flow.

A

ny item that is suspected of being defective must be returned freight prepaid to UltraTech for inspection. Upon receipt of the questioned item it will be repaired or replaced at UltraTech's option should it be found defective. UltraTech will not be liable for any labor charges other than those authorized by or performed by UltraTech. Incidental or consequential damages are not covered by this warranty.

All warranty claims must be submitted in writing to UltraTech Systems, Inc., Sales Office, 33 Sunset Ridge, Carmel, NY 10512 (845) 225-5455 - Fax (845) 225-5444 - within 5 days from the discovery of the defect. Failure to notify UltraTech Systems in the above manner voids the warranty. UltraTech will provide an authorization to return and instructions on how to handle warranty claims. Any part or parts that are found to be defective in materials and or workmanship will be repaired or replaced. It is the customer's responsibility to pay for all incoming shipping charges and applicable duty and or tax on warranty claims.

This warranty is valid if and only if UltraTech Systems, Inc. receives full payment for the UV system in a timely manner.

UV lamps are warranted on a prorated basis. Should a UV lamp fail within the first 3 months of operation it shall be replaced at no charge. After 3 months lamps will be replaced based on a useful life of 25,000 hours at the price charged to College Station.

TERMS:

Subject to UltraTech credit approval:

95% Net 30 days after shipment with a retainage not to exceed 5% of the total purchase price. Retainage is due UltraTech upon acceptance of the UV equipment or 60 days after original shipment date, whichever occurs first.

This offering includes a paid in full license in perpetuity for the City of College Station Carters Creek WWTP to utilize UltraTech's monitoring technology, this license is conditional upon UltraTech being paid in full in a timely manner.

This proposal is intended as a solicitation for an offer and is valid for 45 days, and subject to review at such time. The purchaser hereby agrees to pay a 2% per month late payment fee for all accounts over 30 days and will reference this document as part of their order. Prices are exclusive of any tax, duty, custom or fee that may be imposed by federal, state or local government and do include freight to the job site. The purchaser must agree to pay within 30 days appropriate cancellation charges in the event that purchaser cancels order. In the event a back charge by the contractor results, the back charge shall be considered valid if, and only if written agreement to the back charge has been issued by UltraTech. The terms, conditions and exclusions set forth in this proposal must be referenced to and accepted by the purchaser and supersede any and all conditions elsewhere.

The warranty of this system shall be for 12 months after start-up or 15 months after date of shipment whichever occurs first.

Ult
raTech

F.O.B.:

Factory, with full freight allowed to job site.

DELIVERY:

Submittal package excluding O&M manual:

4 - 6 Weeks after receipt and acceptance of formal purchase order and, complete engineering information.

Equipment shipment (after approval of submittals and/or written release for fabrication): 12 - 16 Weeks.

Note: Times for submittal preparation and delivery are approximate. Actual delivery is dependent upon when an order is placed. If accelerated delivery is necessary please contact us.

EXCLUSIONS:

- | | |
|-------------------------------------|--|
| (a) off-loading at site | (l) field wiring |
| (b) storage | (m) wiring between control box and wireway(s) |
| (c) installation | (n) conduits & wires that go in them. |
| (d) all concrete work | (o) future UV modules |
| (e) anchor bolts and shims | (p) vales & piping for cleaning tank and air scour |
| (f) utility supply panels | (q) step-down transformers |
| (g) starters, MCC, transformers | (r) performance testing - laboratory costs |
| (h) assembly of UV modules | (s) crane or lifting device for UV modules |
| (i) effluent troughs and or grating | (t) level controller |
| (j) support stand for UV modules | (u) labor of any kind |
| (k) anchor bolts | (v) bonding of any type |

May 24, 2007
Consent Agenda Item #
Underground Feeder Routes for Spring Creek Substation

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Utilities

Agenda Caption: Presentation, discussion, and possible action regarding a resolution approving a construction contract with Bayer Construction Inc., in the amount of \$207,510.56 for the construction and installation of underground electric conduit and conductor for Underground Feeder Routes for Spring Creek Substation.

Recommendation(s): Staff recommends award to the lowest, responsible bidder meeting specifications, Bayer Construction Inc.

Summary: This contract (Contract 07-173) is for the installation of underground electric conduit and conductor for Underground Feeder Routes for Spring Creek Substation. This construction project is necessary to meet future electric load demands and provide feeder routes for the new Spring Creek Substation.

Sealed competitive bids were received with two (2) bidders responding to the bid, one (1) no bid (stating due to current work load we cannot bid this project at this time) and one (1) from Bayer Electric for \$207,510.56.

Multiple contractors picked up or downloaded the bid packets, three (3) contractors attended the pre-bid meeting.

Successful bid price is lower than our engineers estimate of \$231,014.00.

Budget & Financial Summary: Funds are budgeted and available in the College Station Utilities Electric Departments Capital Improvement Project Budget.

Attachments:

1. Resolution
2. Bid Tabulation
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 INSTALLATION OF UNDERGROUND ELECTRIC CONDUIT AND CONDUCTOR FOR UNDERGROUND FEEDER ROUTES FOR SPRING CREEK SUBSTATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the installation of underground electric conduit and conductor for Underground Feeder Exits for Spring Creek Substation Project; and

WHEREAS, the selection of Bayer Construction Inc. is being recommended as the lowest responsible bidder for the construction services related to the installation of underground electric conduit and conductor for Underground Feeder Exits for Spring Creek Substation; 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 Bayer Construction Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Bayer Construction Inc. for \$207,510.56 for the labor, materials and equipment required for the improvements related to the installation of underground electric conduit and conductor for Underground Feeder Exits for Spring Creek Substation Project.

PART 3: That the funding for this Project shall be as budgeted from the College Station Utilities Capital Improvement Project Fund, Electric Department, in the amount of \$207,510.56.

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

ADOPTED this _____ day of _____, A.D. 2007.

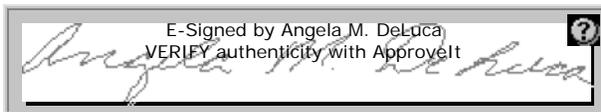
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

MAYOR

APPROVED:

 E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt

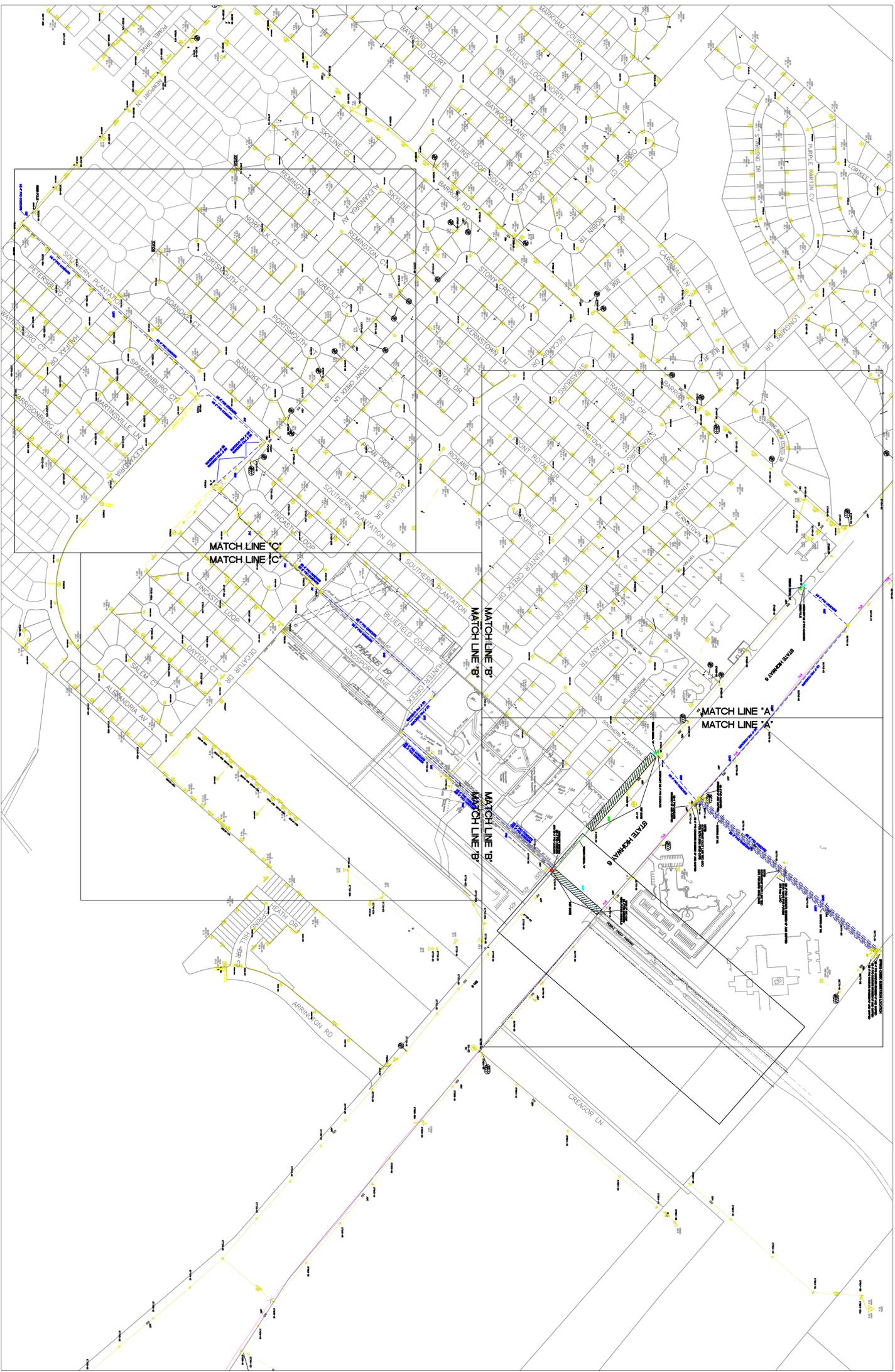
City Attorney

**Underground Feeder Routes for Spring Creek Substation
07-67 Tabulation
Electrical**

4/10/2007

Section	NEW CONSTRUCTION-UNDERGROUND	Bayer
UD	Underground Cable Assembly Units	\$100,091.52
UM	Underground Misc. Assembly Units	\$25,910.04
UR	Underground Excavation Assembly Units	\$81,509.00
Total		\$207,510.56

Calendar Days for Completion	60
Certification of Bid	Y
Deviations/Conditions	N
Addenda Acknowledged	Y-One



CONSTRUCTION NOTES

1. Before construction starts, Contractor shall meet with the Electrical or other authority of 754-6255, or other authority of 754-6255, or other authority of 754-6255.
2. All conduit shall be inspected by the City Electrical Division Representative before it is covered. For assistance contact Marshall Kerkovec.
3. All underground conduit to be grey Schedule 40 PVC conduit or equal, unless otherwise noted.
4. Contractor to install spare conduit for all conductor runs.
5. All conduit to be installed by contractor to City specifications.
6. Primary conduit to be installed at a 4" minimum depth below finished grade to top of conduit.
7. Contractor to furnish rigid conduit (30" per riser pole) for riser pole and use at pole base. **Subs up not properly placed will be corrected at contractor's expense.**
8. Primary conduit shall have at least 2" of dirt cover prior to placing a wide caution tape. Final backfilling can then be placed.
9. Pull string in all primary runs shall be tied at both ends of conduit.
10. Caps shall be placed on both ends of conduit, where applicable.
11. Caps shall be placed on all conductors throughout project, **except for conductors in cable of all manhole, pull box and riser pole locations.**
12. All cable should be pulled with Polywater J cable lubricant, or equal.
13. Contractor to locate all utilities prior to commencement of construction.
14. Primary pull boxes to be provided by the City and installed by the contractor.

LEGEND

- S EXISTING SWITCHGEAR
- P PROPOSED 4"x8"x4" PULL BOX (CITY PROVIDES, CONTRACTOR INSTALLS)
- M PROPOSED 8"x10"x8" MANHOLE LOCATION
- Y EXISTING ELECTRICAL FACILITIES
- G FUTURE ELECTRICAL FACILITIES

- EXISTING THREE-PHASE BTU OVERHEAD POWER LINE
- PROPOSED THREE-PHASE #1000 AT 15KV PRIMARY IN
- EXISTING CONDUITS SHOWN ON EACH LINE SEGMENT
- IN (3) PROPOSED 4" PVC CONDUITS WITH
- (1) SPARE 4" PVC CONDUIT
- PROPOSED (4) 4" PVC CONDUITS FOR FUTURE USE

APPROVED FOR CONSTRUCTION

CITY OF COLLEGE STATION

OVERALL LAYOUT

UNDERGROUND FEEDER ROUTING

SPRING CREEK SUBSTATION TO NEWPORT LANE

PROJECT NO. WFO4682761

McCORD ENGINEERING, INC.

916 Southland Parkway East
P.O. Box 10047
College Station, Texas 77842



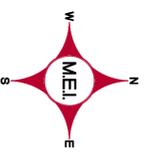
THE SEAL, APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY REX N. WOODS, P.E. 87089 FEBRUARY 14, 2007 NOT VALID UNLESS SIGNED. ALTERATION OF A SEALED DOCUMENT WITHOUT SIGNATURE IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SCALE:	DATE:	DWG. NO.:	SHEET NO.:
1"=50'	0-25-06	MEI-7455-1	1 OF 5
DRAWN BY:	JOB CODE:	REV.:	DATE:
MEI	CS8-528-58	MEI	2-14-07



MATCH LINE 'C'

MATCH LINE 'B'



CONSTRUCTION NOTES

1. Before construction starts, Contractor shall meet with the Electrical or Other trades of 754-6255, or contact Sam Woods at 754-6314 before it is covered. For assistance contact Marshall Kirkwood.
2. All conduit shall be inspected by the City Electrical Division Representative before it is covered. For assistance contact Marshall Kirkwood.
3. All underground conduit to be grey Schedule 40 PVC conduit or equal, unless otherwise noted.
4. Contractor to install spare conduit for all conductor runs.
5. All conduit to be installed by contractor to City specifications.
6. Primary conduit to be installed at a 4" minimum depth below finished grade to top of conduit.
7. Contractor to furnish rigid conduit (30" per riser pole) for riser pole stub ups at pole base. Stub ups not properly riddled will be corrected at contractor's expense.
8. Primary conduit shall have at least 2" of dirt cover prior to placing a wide cushion tape. Final backfilling can then be placed.
9. Pull string in all primary runs shall be tied at both ends of conduit.
10. Caps shall be placed on all conductors throughout project, where applicable.
11. Caps shall be placed on all conductors throughout project, where applicable. In cable of all manholes, pull box and riser pole locations.
12. All cable should be pulled with Polywax J cable lubricant, or equal.
13. Contractor to locate all utilities prior to commencement of construction.
14. Primary pull boxes to be provided by the City and installed by the contractor.

LEGEND

- M EXISTING MANHOLE
- S EXISTING SWITCHGEAR
- P PROPOSED 4"x8"x4" PULL BOX (CITY PROVIDES, CONTRACTOR INSTALLS)
- M PROPOSED 8'x10'x8" MANHOLE LOCATION
- YELLOW EXISTING ELECTRIC FACILITIES
- GREY FUTURE ELECTRIC FACILITIES

PROPOSED THREE-PHASE BTU OVERHEAD POWER LINE (3) EXISTING MANHOLE LOCATIONS (NOT IN NUMBER OF EXISTING CONDUITS SHOWN ON EACH LINE SEGMENT)

PROPOSED THREE-PHASE #1000 AL 15KV PRIMARY IN (3) PROPOSED 4" PVC CONDUITS WITH (1) SPARE 4" PVC CONDUIT

PROPOSED (4) 4" PVC CONDUITS FOR FUTURE USE

GRAPHIC SCALE

CITY OF COLLEGE STATION

CONSTRUCTION DRAWING
 UNDERGROUND FEEDER ROUTING
 SPRING CREEK SUBSTATION TO NEWPORT LANE
 PROJECT NO. WFO982761

McCORD ENGINEERING, INC.
 916 Southern Plantation East
 P.O. Box 10047
 College Station, Texas 77842

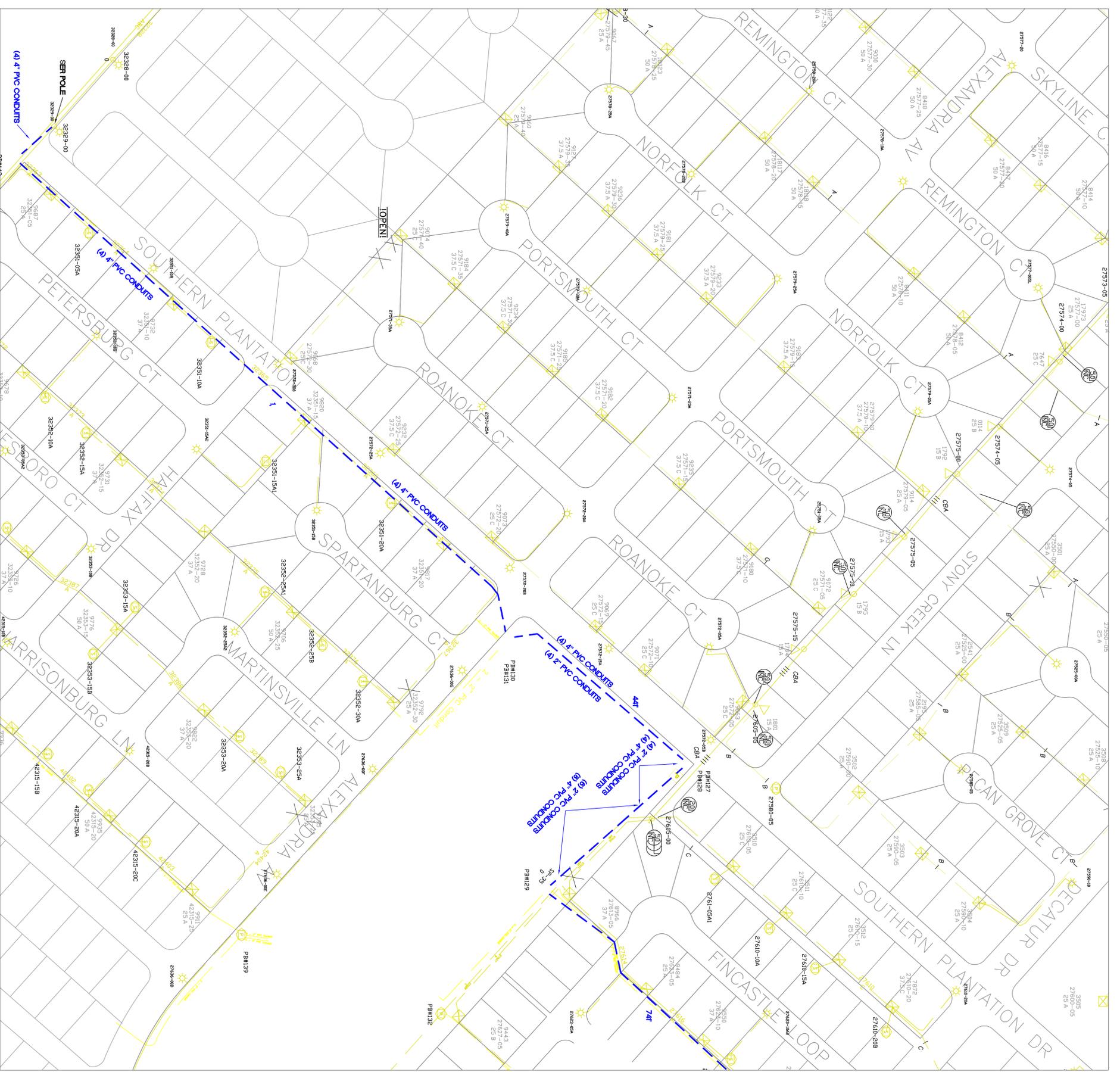
SCALE:	DATE:	DWG. NO.:	SHEET NO.:
1"=100'	0-25-06	MEI-7455-4	4 OF 5
DRAWN BY:	REV.:	APP.:	CHK.:
MJC	CSB-528-88	MEI-7455-4	2-14-07

APPROVED FOR CONSTRUCTION

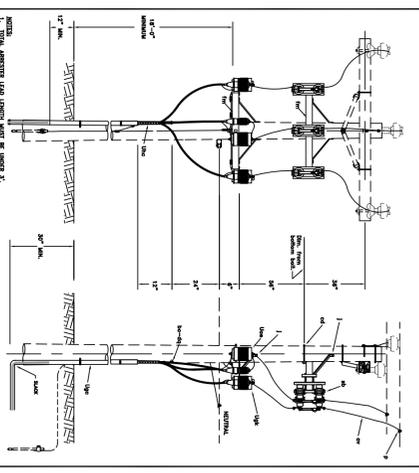
NOT VALID UNLESS SIGNED, FEBRUARY 14, 2007

ALTERATION OF A SEALED DOCUMENT WITHOUT PROMINENT AND OFFENSIVE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

THE SEAL, APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY REX N. WOODS, P.E. 87089 FEBRUARY 14, 2007



MATCH LINE 'C'



NO.	DESCRIPTION	DATE	BY	CHKD.
1	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
2	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
3	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
4	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
5	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
6	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
7	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
8	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
9	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
10	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
11	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
12	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
13	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
14	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS
15	Issue for Review	02/14/07	REX N. WOODS	REX N. WOODS

- LEGEND**
- M EXISTING MANHOLE
 - S EXISTING SWITCHGEAR
 - P PROPOSED 4"x8"x4" PULL BOX (CITY PROVIDES, CONTRACTOR INSTALLS)
 - M PROPOSED 8"x10"x8" MANHOLE LOCATION
 - YELLOW EXISTING ELECTRIC FACILITIES
 - GREY FUTURE ELECTRIC FACILITIES
 - EXISTING THREE-PHASE BTU OVERHEAD POWER LINE
 - PROPOSED THREE-PHASE #100 AL 15KV PRIMARY IN (3) EXISTING MANHOLES (NUMBER OF EXISTING CONDUITS SHOWN ON EACH LINE SEGMENT)
 - PROPOSED THREE-PHASE #100 AL 15KV PRIMARY IN (3) PROPOSED 4" PVC CONDUITS WITH (1) SPARE 4" PVC CONDUIT
 - PROPOSED (4) 4" PVC CONDUITS FOR FUTURE USE

CITY OF COLLEGE STATION

CONSTRUCTION DRAWING
 UNDERGROUND FEEDER ROUTING
 SPRING CREEK SUBSTATION TO NEWPORT LANE
 PROJECT NO. WFO982781

McCord Engineering, Inc.
 916 Southern Parkview East
 P.O. Box 10047
 College Station, Texas 77842

DATE: 02-25-08
 DWG. NO.: MEI-7455-5
 SCALE: 1"=40'

APPROVED FOR CONSTRUCTION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
 REX N. WOODS, P.E. 87089
 FEBRUARY 14, 2007

NOT VALID UNLESS SIGNED, WITHOUT
 ALTERATION OF A SEALED DOCUMENT, WITHOUT
 PROMINENTLY DISPLAYING THE REGISTERED
 ENGINEER'S SIGNATURE UNDER THE
 TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
 REGISTERED PROFESSIONAL ENGINEER
 REX N. WOODS
 87089

- CONSTRUCTION NOTES**
- Before construction starts, Contractor shall meet with the Electrical or other authority of 764-6255, or contact Sam Woods at 764-6314 or other authority of 764-6255.
 - All conduit shall be inspected by the City Electrical Division Representative before it is covered. For assistance contact Marshall Kirkwood.
 - All underground conduit to be gray Schedule 40 PVC conduit or equal, unless otherwise noted.
 - Contractor to install spare conduit for all conductor runs.
 - All conduit to be installed by contractor to City specifications.
 - Primary conduit to be installed at a 4" minimum depth below finished grade to top of conduit.
 - Contractor to furnish rigid conduit (30" per riser pole) for riser pole stub ups at pole base. Stub ups not properly placed will be corrected at contractor's expense.
 - Primary conduit shall have at least 2" of dirt cover prior to placing a wide conduit type. Final backfilling can then be placed.
 - Pull string in all primary runs shall be tied at both ends of conduit.
 - Conduit shall be placed on all conductors throughout project, where applicable.
 - Cable shall be placed on all conductors throughout project, where applicable.
 - In cable of all manholes, pull box and riser pole locations.
 - All cable should be pulled with Polywater J cable lubricant, or equal.
 - Contractor to locate all utilities prior to commencement of construction.
 - Primary pull boxes to be provided by the City and installed by the contractor.

May 24, 2007
Consent Agenda
Annual Agreement for Temporary Employment Services

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: Presentation, possible action, and discussion regarding an annual agreement for Temporary Employment Services with Human Resource Connection for \$50,000 and Express Personnel Services for \$25,000 for annual estimated expenditures of \$75,000.

Recommendation(s): Staff is recommending two contracts be awarded as follows: Human Resource Connection for the clerical category not to exceed \$50,000; and Express Personnel Services for the industrial labor category not to exceed \$25,000. Total annual estimated expenditure is \$75,000.

Summary: From time to time, for continued City operations, it is necessary to retain temporary employment services. These contract(s) will allow City departments to fill short term vacancies with temporary employees. In some cases, when in the best interest of the City, we may choose to hire these employees as full time employees. This temp-to-perm option is beneficial in some cases as it gives both employer and employee an opportunity to see if the permanent relationship would be mutually agreeable. The hourly rates and job descriptions are attached to supplement this recommendation. Hourly rates listed are not necessarily the rate paid to the temporary employee; rates listed include workers compensation, drug testing, criminal background checks, and in some cases, additional benefits paid by the service provider.

Budget & Financial Summary: This bid was conducted jointly with the City of Bryan. Funds are available and budgeted within each department.

Attachments:

1. Bid Tabulation
2. Contract No. 07-182A, Human Resource Connection
3. Contract No. 07-182B, Express Personnel Services



City of Bryan - Purchasing Department
Bid Tabulation for #07-090
"Annual Contract for Temporary Employment Services"
Open Date: Tuesday, April 17, 2007

All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.

	The Moore Group, Inc. (Houston, TX)	Human Resource Connection (College Station, TX)	Express Personnel Services (Bryan, TX)
# of Copies (1 complete original)	✓	✓	✓
Certification from bid package	✓	✓	✓
Acknowledged Addendum #1	✓	✓	✓
Felony Conviction Notification	✓	✓	✓
Prompt Payment Discount:	3%	0%	0%
References	✓	✓	✓

COCS Only

ITEM	UNIT (Est. Hours)	DESCRIPTION	The Moore Group, Inc.		Human Resource Connection		Express Personnel Services	
			UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE	UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE	UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE
1	1,000	Receptionist	\$14.00	\$14,000.00	\$9.23	\$9,230.00	\$11.28	\$11,280.00
2	2,500	Secretary	\$18.00	\$45,000.00	\$9.94	\$24,850.00	\$12.69	\$31,725.00
3	100	Administrative Assistant	\$14.00	\$1,400.00	\$10.65	\$1,065.00	\$14.10	\$1,410.00
4	500	Data Entry Clerk	\$11.20	\$5,600.00	\$9.94	\$4,970.00	\$11.99	\$5,995.00
5	1,000	Accounting Clerk	\$14.00	\$14,000.00	\$10.65	\$10,650.00	\$12.69	\$12,690.00
6	500	Grounds Worker	\$12.00	\$6,000.00	NO BID	NO BID	\$12.08	\$6,040.00
7	500	Heavy Equipment Operator	\$20.00	\$10,000.00	NO BID	NO BID	NO BID	NO BID
8	250	Recycling Center Assistant	\$18.75	\$4,687.50	NO BID	NO BID	\$12.08	\$3,020.00
9	750	Water Plant/Field Operator	\$19.75	\$14,812.50	NO BID	NO BID	NO BID	NO BID
10	100	Service Worker	\$14.03	\$1,403.00	NO BID	NO BID	\$12.08	\$1,208.00
11	100	Brush & Bulky Equipment Operator	\$20.00	\$2,000.00	NO BID	NO BID	NO BID	NO BID



City of Bryan - Purchasing Department
Bid Tabulation for #07-090
"Annual Contract for Temporary Employment Services"
Open Date: Tuesday, April 17, 2007

ITEM	UNIT (Est. Hours)	DESCRIPTION	The Moore Group, Inc.		Human Resource Connection		Express Personnel Services	
			UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE	UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE	UNIT BID PRICE (Hourly Rate)	EXTENDED PRICE
12	100	Solid Waste Equipment Operator	\$20.00	\$2,000.00	NO BID	NO BID	NO BID	NO BID
13	100	Transportation Equipment Operator	\$20.00	\$2,000.00	NO BID	NO BID	NO BID	NO BID
14	1,000	Meter Reader	\$14.00	\$14,000.00	NO BID	NO BID	\$13.97	\$13,970.00
GRAND TOTAL			\$136,903.00		\$50,765.00		\$87,338.00	
SPECIFY								
Will your firm waive fees and/or waiting period for any temporary employee to permanently hire? If "No", specify your minimum and best offer for temporary to permanent employment.			Yes		Yes		Yes	
Provide complete description of testing requirements. (Skills testing and training.)			(No information provided.)		Addressed on separate attachment. Please see "Attachment - Testing and Training" as submitted by Human Resource Connection.		Addressed on separate attachment. Please see Page 1 of "City of Bryan and College Station, Bid #07-090 Temporary Employment Services" as submitted by Express Personnel Services.	
Indicate whether your firm is currently conducting drug testing. If "Yes", indicate your firm's method for conducting such tests.			Yes. TMG performs five panel drug tests on all employees.		Yes. We send applicants the day before they are scheduled to start an assignment to be drug screened. We use Workers Medical in the Physician's Center and receive test results the same day as the screening.		Addressed on separate attachment. Please see Page 2 of "City of Bryan and College Station, Bid #07-090 Temporary Employment Services" as submitted by Express Personnel Services.	



City of Bryan - Purchasing Department
Bid Tabulation for #07-090
"Annual Contract for Temporary Employment Services"
Open Date: Tuesday, April 17, 2007

	The Moore Group, Inc.	Human Resource Connection	Express Personnel Services
Indicate whether your firm is currently conducting background checks. If "Yes", indicate your firm's method for conducting such tests.	TMG performs local, state and national background checks on all applicants.	Yes. Before an applicant is interviewed in our office, we use 3 different background companies to check their criminal history.	Addressed on separate attachment. Please see Page 2 of "City of Bryan and College Station, Bid #07-090 Temporary Employment Services" as submitted by Express Personnel Services.

NOTES:

Express Personnel Services

»Express Personnel Services miscalculated the extended price for Item 14 - Meter Reader as \$13,967.50 and did not provide a Grand Total. The highlighted totals above are correct.

EMPLOYMENT SERVICES CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Human Resource Connection** (the "Contractor"), for the following work: Annual Temporary Employment Services, a service provided by it as an independent contractor.

ARTICLE I

1.01 The services provided by the Contractor are for the provision of temporary personnel to the City.

1.02 The positions for which the Contractor agrees to provide temporary personnel and the specifications/qualifications for these jobs are attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE II

2.01 It is understood and agreed by the parties that Contractor is an independent contractor retained for the above-mentioned purpose. It is further understood that said work is done on a day-to-day basis. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work-product as described above. The term "employee of Contractor" or "Contractor's employee" shall mean and include only those hired by and having a direct contact with Contractor for performance of work for the City. The City shall have no responsibility to any employee of Contractor, employed by Contractor for performance of work for the City, and employees of Contractor shall look exclusively to the Contractor for any payments due. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every employee of Contractor shall be bound by the terms and provisions of this Contract and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its employees. Nothing contained herein shall create any contractual or employment relations between any employee of Contractor, and the City.

ARTICLE III

3.01 City shall notify the Contractor that it requires temporary personnel by telephone.

3.02 Upon receipt of said telephone request Contractor shall (1) inform City whether temporary personnel are available for the vacant position and (2) whether the temporary personnel can report for duty in one (1) hour.

3.03 If primary Contractor is unable to supply temporary personnel as specified in 2.02, City shall contact the next Contractor on the list without further obligation to Contractor.

ARTICLE IV

4.01 Use of temporary personnel shall be on an "as-needed" basis.

4.02 City shall not be financially obligated to pay Contractor if AGENCY cannot provide temporary personnel or if temporary personnel are unable to report within one hour. In no event shall City be liable to Contractor to wait beyond the one-hour time limit for temporary personnel services.

4.03 City shall designate a representative to act as the contact person on behalf of City.

ARTICLE V

5.01 City will determine the temporary employee's job responsibilities and essential job functions during employment with the City.

5.02 Contractor shall be responsible for the following:

- (1) obtaining and verifying temporary employee personnel applicant's proof of identity
- (2) determining temporary employee's eligibility to work in the United States
- (3) scheduling pre-employment chemical screens
- (4) verifying that applicant has a valid Texas driver's license with the Texas Department of Public Safety.

5.03 In addition to the services specifically listed in 5.02 herein, Contractor shall provide the following services:

- (1) screen and interview applicants to ensure that they meet the job qualifications; and
- (2) administer appropriate tests for each position.

ARTICLE VI PAYMENT

6.01 Contractor shall submit to City a statement for services rendered on a weekly basis, which statement shall be due and payable by City thirty (30) days after it is received by City.

**ARTICLE VII
HOURLY RATE**

7.01 The hourly rate for temporary personnel services supplied by Contractor under this contract are set forth in Exhibit A.

7.02 Contractor agrees and understands that the hourly amount charged for each position as stated in 7.01 is a fixed charge for the contract term of one year from the date of this Contract regardless of whether the Contractor is designated as the primary, secondary or tertiary provider.

7.03 Compensation for temporary personnel services not specified in 7.01 above shall be on an hourly basis and the hourly rate shall be submitted to City in writing before the services are provided.

ARTICLE VIII

8.01 Contractor shall have authority to act on behalf of City only to the extent provided in this Contract unless modified by written instrument.

8.02 Contractor shall exercise the utmost care and diligence in screening, interviewing, hiring, and verification of information provided by applicants, and selection of temporary personnel.

8.03 The Contractor agrees to employ only orderly and competent temporary employees skillful in the performance of the type of work required and agrees that whenever City's Representative shall inform the Contractor either orally or in writing that, in City's sole opinion, such temporary personnel are unable to perform the work, are disorderly, incompetent, or are unsatisfactory to City for any reason, Contractor shall promptly remove temporary service personnel furnished by Contractor.

ARTICLE IX

9.01 As an experienced and qualified professional, Contractor warrants that the services provided, reflect high professional standards, procedures, and performances of the industry for these services. Contractor warrants that the selection of personnel and the performance of other services under this Contract meet a high standard of performance in the profession at the time of performance.

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

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

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

ARTICLE X

10.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit "B" for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "C."

ARTICLE XI

11.01 City or Contractor may terminate this Contract for cause or convenience, upon thirty (30) calendar days written notice to the other party. Contractor shall be compensated for the services performed.

ARTICLE XII

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

ARTICLE XIII

13.01 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn: Human Resources Director
P.O. Box 9960
College Station, Texas 77842

Contractor:
Human Resource Connection
P.O. Box 10050
College Station, TX 77842

ARTICLE XIV ADDITIONAL PROVISIONS

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

14.02 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA), Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, The Civil Rights Act of 1991. The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

14.03 At any time, the City may terminate this Contract for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

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

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

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

14.07 The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

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

14.09 Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

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

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

14.12. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

HUMAN RESOURCE CONNECTION

By: *Bonnie Boatwright*
Printed Name: Bonnie Boatwright
Title: President
Date: 5-8-07

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

Angela M DeLuca
City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT "A"
JOB POSITION
SPECIFICATIONS/QUALIFICATIONS

- 1. RECEPTIONIST** **\$9.23**
Places, receives and routes phone calls. Provides general information to callers or visitors. Greets and directs visitors. Provides telephone directory assistance. Takes telephone messages. Additional duties may include: opening, delivering and sending mail; using photocopying and facsimile machine, typing general letters or information on a personal computer.
- 2. SECRETARY** **\$9.94**
Ability to perform a variety of entry level office duties that may require the use of limited independent judgment and skill in processing, communicating, creating and/or maintaining various records, files and information such as answering a multi-phone line, answers questions according to established guidelines; routes calls/visitors to appropriate source; types and proofreads reports and other correspondence; opens and distributes mail; files/retrieves documents; may schedule appointments and make travel arrangements. Must have basic knowledge of general office practices/procedures and equipment such as computer, copier, adding machine, facsimile, etc.
- 3. ADMINISTRATIVE ASST.** **\$10.65**
Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Advanced knowledge of Word, Excel, Powerpoint, etc. is required.
- 4. DATA ENTRY CLERK** **\$9.94**
Operates a computer system to input a variety of data, compiles and ensures information in complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties.
- 5. ACCOUNTING CLERK** **\$10.65**
Working experience in accounting, some typing and answering inquiries required and knowledge of accounting principals, 10 key by touch. Must have the ability to handle monies and be familiar with banking procedures. Skill in reading computer reports and conduct basic research.

EXHIBIT "B"

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Contractor, before starting work for PARTICIPATING ENTITIES, must furnish the PARTICIPATING ENTITIES with a Certificate of Insurance from a reputable insurance company or companies. The Certificate of Insurance must be submitted on the "Acord" form. The Certificates must be from a company with an A.M. Best rating of "A" (such companies to be acceptable to PARTICIPATING ENTITIES) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance with limits of not less than \$500,000.

In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. The contractor shall agree to endorse the policy with an Alternative Employer endorsement.

Commercial General Liability Insurance

Limits of not less than \$1,000,000 each occurrence. The policy shall be on the current standard ISO version Commercial General Liability occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of College Station as an additional insured.

Business Auto Coverage Form Insurance

Limits of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired and non-owned vehicles. The City of College Station shall be named as an additional insured.

Professional/Errors & Omissions Liability

Professional Errors and Omissions Liability Insurance shall be maintained during the life of this agreement, for negligent acts, errors or omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence.

Commercial Crime/Fidelity Bond

Bonds are required for all employees performing work under the agreement with limits of not less than \$500,000.

Claims Made Policies

No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Certificates of Insurance

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled or materially changed until at least 30 days prior written notice has been given the City of College Station.

Additional Lines

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

Submittals

The successful bidder is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the Acord form listed above and all endorsements must be included with the submittal. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days may cause the bid to be rejected.

EXHIBIT "C"

CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2007

PRODUCER
 Edmonds Insurance Agency
 P O Box 949
 Waller, TX 77484
 936-372-9122

INSURED
 HUMAN RESOURCE CONNECTION
 PO BOX 10050
 COLLEGE STATION, TX 77842

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: UNITED STATES LIABILITY GROUP	
INSURER B: HARTFORD	
INSURER C: ECC SPECIALTY	
INSURER D: TEXAS MUTUAL	
INSURER E:	

COVERAGES

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

INSR LTR	AGGL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CX2005028	05/10/07	05/10/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CX2005028	05/10/07	05/10/08	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: BAAGG \$ AGG \$
A		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: BAAGG \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CX2005028	05/10/07	05/10/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* If yes, describe under SPECIAL PROVISIONS below	SBP0001144097	04/23/07	04/23/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		BOND	S704-1977601	05/10/07	05/10/08	1000000
B		COMMERCIAL CRIME	61BDDCW1420	05/10/07	05/10/08	500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF COLLEGE STATION SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY AND AUTO POLICIES, AND WORK COMP POLICIES TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF BRYAN.

CERTIFICATE HOLDER
 CITY OF COLLEGE STATION

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

EMPLOYMENT SERVICES CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Express Personnel Services** (the "Contractor"), for the following work: Annual Temporary Employment Services, a service provided by it as an independent contractor.

ARTICLE I

1.01 The services provided by the Contractor are for the provision of temporary personnel to the City.

1.02 The positions for which the Contractor agrees to provide temporary personnel and the specifications/qualifications for these jobs are attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE II

2.01 It is understood and agreed by the parties that Contractor is an independent contractor retained for the above-mentioned purpose. It is further understood that said work is done on a day-to-day basis. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work-product as described above. The term "employee of Contractor" or "Contractor's employee" shall mean and include only those hired by and having a direct contact with Contractor for performance of work for the City. The City shall have no responsibility to any employee of Contractor, employed by Contractor for performance of work for the City, and employees of Contractor shall look exclusively to the Contractor for any payments due. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every employee of Contractor shall be bound by the terms and provisions of this Contract and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its employees. Nothing contained herein shall create any contractual or employment relations between any employee of Contractor, and the City.

ARTICLE III

3.01 City shall notify the Contractor that it requires temporary personnel by telephone.

3.02 Upon receipt of said telephone request Contractor shall (1) inform City whether temporary personnel are available for the vacant position and (2) whether the temporary personnel can report for duty in one (1) hour.

3.03 If primary Contractor is unable to supply temporary personnel as specified in 2.02, City shall contact the next Contractor on the list without further obligation to Contractor.

ARTICLE IV

4.01 Use of temporary personnel shall be on an "as-needed" basis.

4.02 City shall not be financially obligated to pay Contractor if AGENCY cannot provide temporary personnel or if temporary personnel are unable to report within one hour. In no event shall City be liable to Contractor to wait beyond the one-hour time limit for temporary personnel services.

4.03 City shall designate a representative to act as the contact person on behalf of City.

ARTICLE V

5.01 City will determine the temporary employee's job responsibilities and essential job functions during employment with the City.

5.02 Contractor shall be responsible for the following:

- (1) obtaining and verifying temporary employee personnel applicant's proof of identity
- (2) determining temporary employee's eligibility to work in the United States
- (3) scheduling pre-employment chemical screens
- (4) verifying that applicant has a valid Texas driver's license with the Texas Department of Public Safety.

5.03 In addition to the services specifically listed in 5.02 herein, Contractor shall provide the following services:

- (1) screen and interview applicants to ensure that they meet the job qualifications; and
- (2) administer appropriate tests for each position.

ARTICLE VI PAYMENT

6.01 Contractor shall submit to City a statement for services rendered on a weekly basis, which statement shall be due and payable by City thirty (30) days after it is received by City.

**ARTICLE VII
HOURLY RATE**

7.01 The hourly rate for temporary personnel services supplied by Contractor under this contract are set forth in Exhibit A.

7.02 Contractor agrees and understands that the hourly amount charged for each position as stated in 7.01 is a fixed charge for the contract term of one year from the date of this Contract regardless of whether the Contractor is designated as the primary, secondary or tertiary provider.

7.03 Compensation for temporary personnel services not specified in 7.01 above shall be on an hourly basis and the hourly rate shall be submitted to City in writing before the services are provided.

ARTICLE VIII

8.01 Contractor shall have authority to act on behalf of City only to the extent provided in this Contract unless modified by written instrument.

8.02 Contractor shall exercise the utmost care and diligence in screening, interviewing, hiring, and verification of information provided by applicants, and selection of temporary personnel.

8.03 The Contractor agrees to employ only orderly and competent temporary employees skillful in the performance of the type of work required and agrees that whenever City's Representative shall inform the Contractor either orally or in writing that, in City's sole opinion, such temporary personnel are unable to perform the work, are disorderly, incompetent, or are unsatisfactory to City for any reason, Contractor shall promptly remove temporary service personnel furnished by Contractor.

ARTICLE IX

9.01 As an experienced and qualified professional, Contractor warrants that the services provided, reflect high professional standards, procedures, and performances of the industry for these services. Contractor warrants that the selection of personnel and the performance of other services under this Contract meet a high standard of performance in the profession at the time of performance.

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

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

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

ARTICLE X

10.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit "B" for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "C."

ARTICLE XI

11.01 City or Contractor may terminate this Contract for cause or convenience, upon thirty (30) calendar days written notice to the other party. Contractor shall be compensated for the services performed.

ARTICLE XII

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

ARTICLE XIII

13.01 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn: Human Resources Director
P.O. Box 9960
College Station, Texas 77842

Contractor:
Express Personnel Services
1863 Briarcrest Drive
Bryan, TX 77802

**ARTICLE XIV
ADDITIONAL PROVISIONS**

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

14.02 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA), Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, The Civil Rights Act of 1991. The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

14.03 At any time, the City may terminate this Contract for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

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

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

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

14.07 The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

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

14.09 Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

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

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

14.12. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

EXPRESS PERSONNEL SERVICES

CITY OF COLLEGE STATION

By: *W. G. Rampmeier*
Printed Name: W. A. RAMPMEIER
Title: PRESIDENT
Date: 5-10-07

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

Angela M. DeLuca
City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT "A"
JOB POSITION
SPECIFICATIONS/QUALIFICATIONS

- 1. GROUNDWORKER** **\$12.08**
Assist in maintaining the appearance of PARTICIPATING ENTITIES parks and public properties including the landfill. Pick up windblown trash and move large items.
- 2. RECYCLING CENTER ASST.** **\$12.08**
Assists coordinator in the operation of PARTICIPATING ENTITIES recycling center(s). Receive, sort, and place recycling materials from citizens into designated bins. Also responsible for operating baler.
- 3. SERVICE WORKER** **\$12.08**
Performs a combination of unskilled and low-level semi-skilled duties to keep office building and related facilities in clean and orderly condition.
- 4. METER READER** **\$13.97**
Read water and electric meters on an assigned route and record readings using a computerized reading device. Inspect meters for damage, defects, and unauthorized connections, and report irregularities to Meter Reading Coordinator. Respond to and resolve citizen inquiries.

EXHIBIT "B"

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Contractor, before starting work for PARTICIPATING ENTITIES, must furnish the PARTICIPATING ENTITIES with a Certificate of Insurance from a reputable insurance company or companies. The Certificate of Insurance must be submitted on the "Acord" form. The Certificates must be from a company with an A.M. Best rating of "A" (such companies to be acceptable to PARTICIPATING ENTITIES) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance with limits of not less than \$500,000.

In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. The contractor shall agree to endorse the policy with an Alternative Employer endorsement.

Commercial General Liability Insurance

Limits of not less than \$1,000,000 each occurrence. The policy shall be on the current standard ISO version Commercial General Liability occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of College Station as an additional insured.

Business Auto Coverage Form Insurance

Limits of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired and non-owned vehicles. The City of College Station shall be named as an additional insured.

Professional/Errors & Omissions Liability

Professional Errors and Omissions Liability Insurance shall be maintained during the life of this agreement, for negligent acts, errors or omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence.

Commercial Crime/Fidelity Bond

Bonds are required for all employees performing work under the agreement with limits of not less than \$500,000.

Claims Made Policies

No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Certificates of Insurance

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled or materially changed until at least 30 days prior written notice has been given the City of College Station.

Additional Lines

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

Submittals

The successful bidder is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the Acord form listed above and **all endorsements** must be included with the submittal. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days **may cause the bid to be rejected.**

EXHIBIT "C"

CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/07

PRODUCER
1-918-584-1433
Arthur J. Gallagher Risk Management Services, Inc.
P.O. Box 3142
Tulsa, OK 74101-3142

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Express Services, Inc.
8516 NW Expressway
Oklahoma City, OK 73162

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co Of Pitts	19445
INSURER B: American Home Assur Co	19380
INSURER C: Birmingham Fire Ins Co Of PA	19402
INSURER D: Insurance Co Of The State Of PA	19429
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Staffing Services GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSL9518899	10/01/06	10/01/07	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Incl. E&O GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SSL9518899	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	6994654	10/01/06	10/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2920155	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C		WC2920158	10/01/06	10/01/07	E.L. EACH ACCIDENT \$ 1,000,000
D		SEE ATTACHED LIST	10/01/06	10/01/07	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Crime/Fidelity Staffing E&O Cvg.	7520572 SSL9518899	10/01/06 10/01/06	10/01/07 10/01/07	Crime 1,000,000 E&O Occ./Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Location: 1135-Bryan, TX
 Type of Company: Municipality RE: BID #0790
 Job Description: Light Labor and clerical, Light Maintenance
 Certificate holder is additional insured as respects work done by Express temporary associates except for negligence or willful misconduct by City of College Station. Additional insured does not apply to WC, E&O or Fidelity.

All insurance carriers shown on this certificate have an A.M. Best Rating of A+XV unless otherwise noted.

CERTIFICATE HOLDER

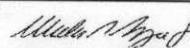
City of College Station
 Attn: Risk Management
 PO BOX 9960
 College Station, TX 77842

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08) joan_catlin1
6138147

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May 24, 2007
Consent Agenda
Southwest Parkway Medians
between Anderson Street and Ashford Drive

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in an amount not to exceed \$100,000 to construct medians on Southwest Parkway between Anderson Street and Ashford Drive.

Recommendation(s): Staff recommends approval of the AFA in the amount of \$100,000.

Summary: Southwest Parkway immediately east and west of Texas Avenue was identified a location with a high accident rate. Staff collected traffic data along the corridor and held a public meeting on May 22, 2006 to gather public input. A second public meeting was held on June 12, 2006 to present the study findings and recommendation. The study found that the Average Daily Traffic is approximately 18,000 vehicles per day and over a two year period, 62 crashes occurred. The highest crash locations were Texas Avenue intersection, CVS driveway, McDonald's driveway, and Aggieland Credit Union/Wendy's driveway. Staff proposes to install raised medians through this corridor to limit left turn movements at the high crash locations and to improve safety and mobility along the corridor. The raised medians will consist of sections that vary from 4 feet wide to approximately 10 feet wide. The narrower medians will be concrete, the wider medians will be planted with Bermuda grass.

The plan for these medians was presented to the Council Transportation Committee on June 20, 2006. The committee unanimously accepted the plan and recommended it to the City Council. The following July 13, 2006, the plan was presented to the City Council and the council unanimously approved the construction of the raised medians on Southwest Parkway between Anderson Street and Ashford Drive.

The medians on Southwest Parkway will be constructed during the last phase of the Texas Avenue widening project. TxDOT will be responsible for the management of the project construction and inspection; however, through this AFA, the city will be covering all associated costs.

Budget & Financial Summary: Funds for the construction of the median can be obtained through the 2003 General Obligation Bonds approved for the Traffic System Safety Improvements.

Attachments:

1. Copy of AFA
2. Location Map

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 001111, 108087, 108410, 108812 and 109460 authorize the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of raised medians along Southwest Parkway, a city maintained street, from approximately 500 feet west of BS 6-R (Texas Avenue) to 1,300 feet east of BS 6-R, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Project Budget and Description which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Project Budget and Description, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither 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 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Page 3 of 6

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.
- ◆ by the Local Government if the cost for completion of the Project exceeds the amount for such Project as described in Attachment A.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Mr. Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government 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.

Page 4 of 6

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

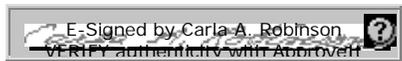
Typed or Printed Name and Title _____, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

 Chief Financial Officer

Date: _____

ATTACHMENT A

Project Budget and Description

The Local Government has requested that the placement of raised medians along Southwest Parkway, a facility maintained and operated by the Local Government, be constructed as part of the BS 6-R (Texas Avenue) widening project. This work along Southwest Parkway will include the removal of the existing pavement, the construction of raised medians, the placement of pavement markings, markers and signs and the appropriate traffic control measures required for the safety of the traveling public. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this work is \$100,000, including construction items and construction engineering. The Local Government and State have estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Item							
Remove Asph Conc Pav	\$ 16,632	0%	\$0	0%	\$0	100%	\$ 16,632
Mobilization	\$ 5,000	0%	\$0	0%	\$0	100%	\$ 5,000
Barricades	\$ 17,000	0%	\$0	0%	\$0	100%	\$ 17,000
Conc Curb (TY II)	\$ 47,619	0%	\$0	0%	\$0	100%	\$ 47,619
Concrete Median	\$ 920	0%	\$0	0%	\$0	100%	\$ 920
Furnish & Place Topsoil	\$ 3,015	0%	\$0	0%	\$0	100%	\$ 3,015
Bermuda Sod	\$ 884	0%	\$0	0%	\$0	100%	\$ 884
Construction	\$ 91,070	0%	\$0	0%	\$0	100%	\$ 91,070
Eng. Contingency	\$ 7,930	0%	\$0	0%	\$0	100%	\$ 7,930
Subtotal	\$ 99,000		\$0		\$0		\$ 99,000
Direct State Costs * (includes construction inspection)	\$ 1,000	0%	\$0	0%	\$0	100%	\$ 1,000
Indirect State Costs (no local participation required except for service projects)	N/A	0%	\$0	0%	\$0	100%	N/A

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

TOTAL	\$ 100,000	\$ 0	\$ 0	\$ 100,000
--------------	-------------------	-------------	-------------	-------------------

* Estimated at 1 percent of the construction cost.

Local Government's Participation (100%) = \$100,000

Page 1 of 2

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

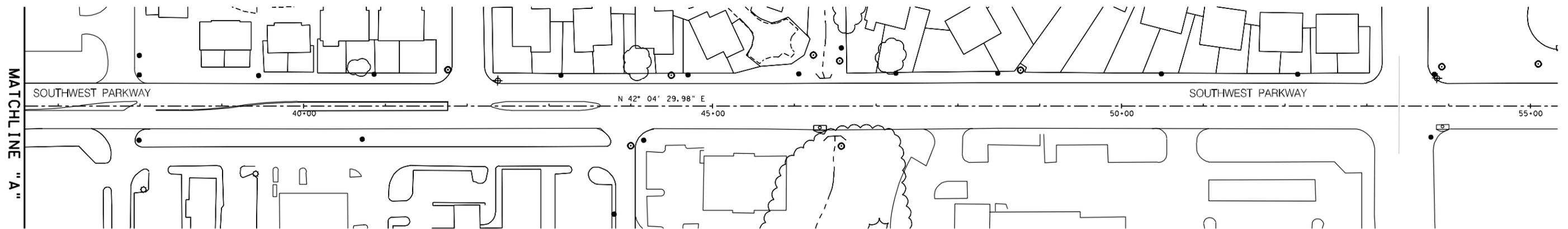
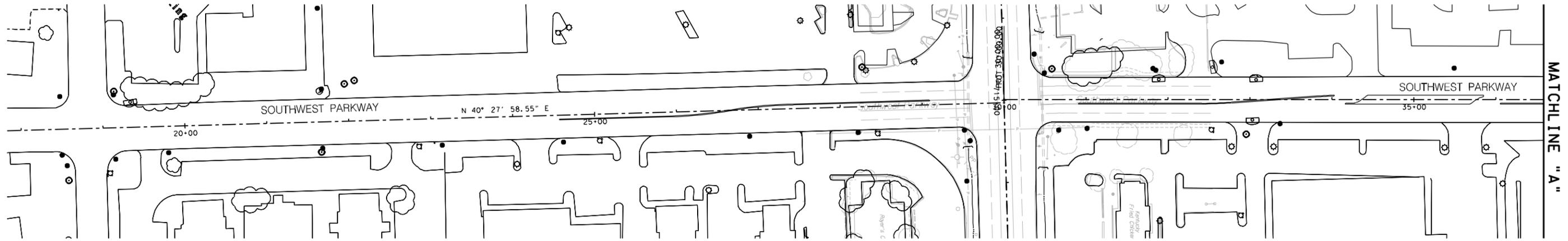
The Local Government shall be responsible for maintenance of its own local public roads after completion of the Project and the State shall be responsible for maintenance of the state highway system after completion of the Project.

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

Page 2 of 2

LEGEND

→ DIRECTION OF TRAFFIC FLOW



**Edwards
AND
Kelcey**

3010 BRIARPARK DRIVE SUITE 200 HOUSTON, TEXAS 77042
(713) 474-4000 / www.ekcorp.com

EXHIBIT 3

SOUTHWEST PARKWAY
ACCESS STUDY

PROPOSED MEDIANS

May 24, 2007
Consent Agenda Item #
Bee Creek LOMR
Professional Services Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the professional services contract (Contract No. 07-201) with Mitchell & Morgan in the amount not to exceed \$73,120 for the engineering study and submittal of a Letter of Map Revision (LOMR) for Bee Creek from Southwest Parkway to Carter's Creek and a portion of Bee Creek Tributary A and Tributary B.

Recommendation(s): Staff recommends approval of the resolution and award of the professional services contract to Mitchell & Morgan.

Summary: As a result of the current Bee Creek Combined Channel Improvements Project, it is the intent of this project to obtain a LOMR redefining the floodplain of Bee Creek. The study area will include the extents of the existing Bee Creek Combined Channel Improvements project (Southwest Pkwy to Texas Ave and Tributary B from FM 2818 to its confluence with Bee Creek), continuing downstream to its confluence with Carter's Creek and including Tributary A from Texas Avenue to the Bee Creek confluence. A LOMR will be submitted to FEMA to record these modifications and their impact on the 1% and 0.2% chance rain event floodplains.

Budget & Financial Summary: Funds in the amount of \$82,000 are currently budgeted for this project from Drainage Utility Funds. The contract amount is within the budget.

Attachments:

- Exhibit 1: Resolution
- Exhibit 2: Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE BEE CREEK LOMR PROJECT (SD-0703).

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services to study and submit a Letter of Map Revision (LOMR) for Bee Creek and its tributaries from Southwest Parkway to Carter’s Creek; and

WHEREAS, the selection of Mitchell & Morgan is being recommended as the most highly qualified provider of the engineering services; now, therefore,

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

PART 1: That the City Council hereby finds that Mitchell & Morgan is the most highly qualified provider of the services for the Bee Creek LOMR Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Mitchell & Morgan for an amount not to exceed \$73,120.00 for the engineering services related to the Bee Creek LOMR Project.

PART 3: That the funding for this Contract shall be as budgeted from the Drainage Utility Fund in the amount of \$73,120.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

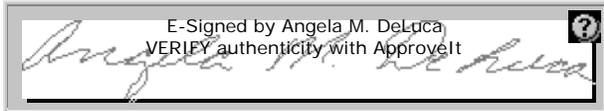
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

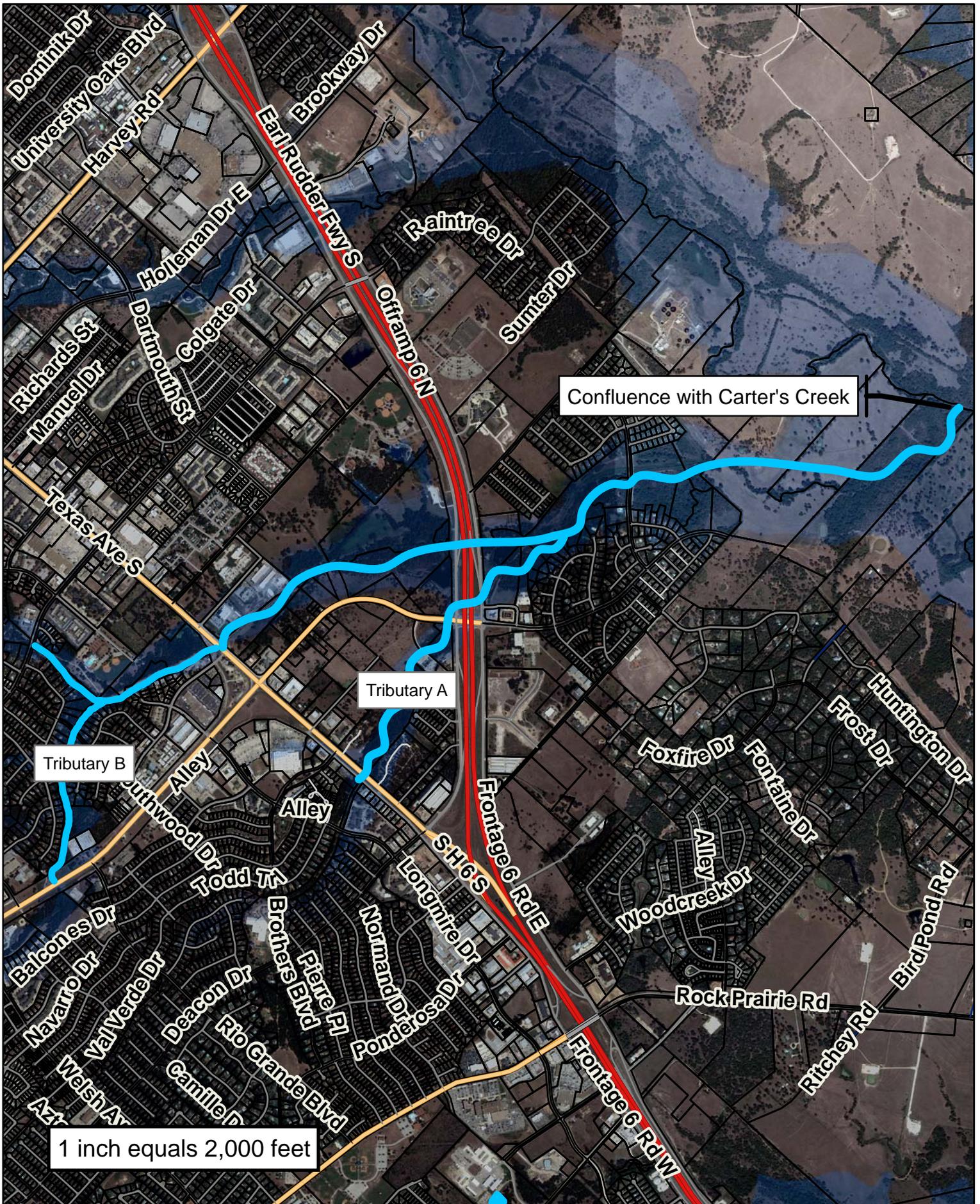
MAYOR

APPROVED:



City Attorney

Bee Creek LOMR (SD-0703)



May 24, 2007
Consent Agenda
EXTERIOR PAINTING OF CITY BUILDINGS

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding the exterior painting of City buildings with a Buy-Board Contract price agreement with Jamail / Smith, in the amount of \$97,796.10.

Recommendation(s): Staff recommends award of contract 07-196w to Jamail / Smith for \$97,796.10.

Summary: This Buy-Board contract is for the Exterior Painting of City Hall, 1101 Texas Ave, Community Development, 1207 Texas Ave and Wolf Pen Amphitheater, 1015 Colgate. Exterior paint color schemes will remain the same, as the previous selected colors for City Hall and Community Development. Exterior paint color for WPC Amphitheater will be a different color scheme, which was selected by Parks Administration.

Budget & Financial Summary: Funds are budgeted and available in the Public Works Facilities Maintenance Operations Budget. General Fund 001-4419-667-34-10 in the amount of \$97,796.10

Attachments:

1. Resolution
2. Jamail Smith proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE EXTERIOR PAINTING OF CITY HALL, COMMUNITY DEVELOPMENT, AND WOLF PEN AMPHITHEATER PROJECTS AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Exterior Painting Project of Three (3) City Buildings; and

WHEREAS, the selection of Jamail & Smith Construction under the HGAC contract, in satisfaction of competitive bidding requirements, is being recommended as the lowest responsible bidder for the construction services related to the Exterior Painting of Three (3) City Buildings; 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 Jamail & Smith Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Jamail & Smith Construction **for \$97,796.10** for the labor, materials and equipment required for the improvements related the Exterior Painting of Three (3) City Buildings.

PART 3: That the funding for this contract shall be budgeted from the General Fund, Public Works, Facilities Maintenance, in the amount of **\$97,796.10**.

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

MAYOR

APPROVED:



City Attorney



April 25, 2007

City Of College Station
1101 Texas Ave.
College Station, TX 77840
Attn.: Larry Thedford

Subject: Buy Board Proposal, City of College Station City Hall, Old Fire Station and Theatre buildings painting.

Jamail Construction is pleased to offer the attached proposal for the referenced project pursuant to the Buy Board Standard Hours Contract Agreement.

This proposal includes the following scope of work:

Painting of City Hall:

- Pressure wash, prime, caulk and paint all building exterior surface not including any storefront type doors or windows.
- Paint 8 each light bollards.
- Paint all signage lettering on wall and any number or letters affixed to building or signs.
- Paint two iron gate & fence sets oil base bronze.
- Treat and clean mold on flowerbed area exterior walls.
- Paint all previously painted handrails.
- Paint drive thru height restriction steel and adjacent canopy.
- Paint previously painted exterior doors.
- Paint to be brushed and rolled, no spraying will be done.

Community Development Building:

- Pressure wash, prime and paint all building exterior surfaces not including any storefront type doors or windows.
- Paint bay doors on rear of building only.
- COCS Staff to replace any rotted or missing wood, Jamail & Smith will prime, caulk and paint as needed.
- Paint front can lights at over head doors.
- Paint all lettering and numbering affixed to the building.
- Paint accent wall at South East corner of building.
- Paint to be brushed and rolled, no spraying will be done.

CONSTRUCTION

Wolf Pen Creek Park:

- Paint all previously painted surfaces of Amphitheater and adjacent handrails including pre and painting of steel lintels to prevent further rusting.
- Paint restroom # 1, closest to Amphitheater, interior and exterior including adjacent handrails.
- Paint restroom # 2, adjacent to new park structure, interior steel at ceiling and exterior trim only.

Exclusions:

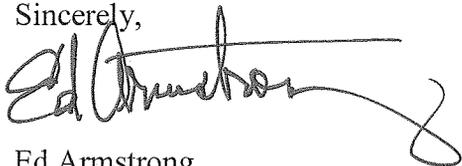
1. Sales Tax, Permits / Fees.

The amount of our proposal is \$ 97,796.10 and is calculated as follows:

Subcontractor Pricing:	\$ 78,210.00
OH & P 10%	<u>\$ 7,821.00</u>
NPP Subtotal	\$ 86,031.00
RS Means pricing.	\$ 17,325.00
Buy Board Coefficient deduct 30%	\$ (5,197.50)
City Cost Index deduct 18.8%	<u>\$ (2,279.97)</u>
Means Estimate Subtotal	\$ 9,847.53
Bond @ 2%	\$ 1,917.57
TOTAL	\$ 97,796.10

We are prepared to respond immediately to coordinate the work. We look forward to working with you on this project. Should you have any questions please contact me at 512-288-1200.

Sincerely,



Ed Armstrong
Jamail Construction Regional Manager
Attachment: Subcontractor Proposal, Means Estimate.

May 24, 2007
Consent Agenda
Revised Gateway Grant Policy

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a revised Gateway Grant Policy.

Recommendation(s): Approval or recommendations for revised 2007 Gateway Grant Policy.

Summary: The city adopted the original Gateway Policy in 1999 and has been using that policy up until this time. However, the policy is outdated and does not reflect certain organizational changes. It needed updating and revision to reflect the current organizational responsibilities as well as some minor clarification of the process.

Budget & Financial Summary: N/A

Attachments:
Revised Policy and Flow Chart

GATEWAY GRANT POLICIES

May 2007

INTRODUCTION

College Station is committed to aiding registered neighborhood associations in developing attractive entrances into their neighborhoods, in order to promote the City and utilize citizen participation in making College Station a better place to live.

The improvement of these entrances or gateways should only serve to better enhance the aesthetic value of our community and strengthen its natural character.

DEFINITIONS

1. **Subdivision or Neighborhood Gateway** - A point of entrance or means of access into either a subdivision or neighborhood marked by plantings, signage and other decorative accents.
2. **Subdivision** - as defined in Chapter 9, Section 3, of the City of College Station Code of Ordinances. The division of a lot, tract, or parcel of land into two or more lots or sites for the purpose of sale, division of ownership or building development.
3. **Neighborhood** - an area of a community with characteristics that distinguish it from other areas and that may include distinct ethnic or economic characteristics, housing types, schools, or boundaries defined by physical barriers, such as major highways and railroads or natural features, such as rivers.
4. **Association**- Homeowners Association or Neighborhood Association as defined below.
5. **Homeowners' Association (HOA)**- a homeowners association is an organization comprised of all owners of units, other than a condominium association, in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.
6. **Neighborhood Association (NA)** - an organization made up of residents and property owners within a self-defined boundary, having elected officers and operating under by-laws to fulfill a civic function.
7. **Private Improvement in the Public Right-of-way Permit (PIP)**
A PIP permit is required under Chapter 3, Section 2 of the City of College Station Code of Ordinances for any improvements, as defined by code, that are placed and maintained in the City's right-of-way by a private entity.
8. **Right-Of-Way** As set out by the City of College Station Code of Ordinances Chapter 3, Section 2-D a Right-of-way means the surface of, and the space above and below a public

street, road, highway, freeway, land, path, public way or place, alley, court, boulevard, parkway, drive, or other easement on or hereafter held by the City (including any street, as defined, which is acquired by eminent domain) for the purpose of public travel and shall include other easements or rights-of-way now or hereafter held by the City or in which the City has an interest (including any easements or rights-of-way acquired by eminent domain) which shall, with their proper use and meaning, entitle the City and a utility to use thereof for the purpose of installing facilities, and other property as may ordinarily be necessary and pertinent to a utility system

SECTION I: POLICIES

A. GATEWAY POLICY

The City of College Station is committed to developing attractive gateways, as funding allows, into the community as a whole and will work diligently with Homeowners' Associations and Neighborhood Associations interested in developing and maintaining gateways into their neighborhoods and/or subdivisions.

B. GENERAL PROVISIONS

1. Purpose

The following policies are principles and procedures to be followed by City of College Station staff in executing the gateway grant program. These policies are intended to establish consistency and coherence in the implementation of gateway development.

2. No Contract Created

- a. Neither this policy nor any application for City funds shall constitute a contract that prohibits or restricts the City's right to withhold funds for any gateway development.
- b. The policies and procedures contained within this document shall be available for review and inspection upon request.

3. Gateway Records

- a. Neighborhood Services will maintain all records relating to Gateway grant administration.
- b. Information contained in the files for the Gateway program is a matter of public record.

4. Amendment of Policies

The Policies contained within this document may be changed by the City Council. Changes to this document will be made available to the general public.

C. ELIGIBILITY

1. Eligibility Policy

Neighborhood Services will be responsible for determining gateway grant eligibility. The Design Review Board will serve as the final point of review and make a recommendation and the Neighborhood Services Office will award the grants.

2. Homeowners' Associations and Neighborhood Associations

Any Association within the incorporated City Limits of College Station, Texas, which is registered in the City's Neighborhood Partnership Program, is eligible for gateway funding. Sixty percent (60%) of the members of the Association must sign the application form.

3. Developers

Developers are not eligible for funding.

D. FUNDING

1. City Council will determine the amount budgeted for the gateway grant program for each budget year.

2. Gateway Grant Application and Funding

a) Associations must apply for a gateway grant providing all specific instruments cited below and receive design approval prior to construction. Once budgeted funds are depleted, applications not awarded will be held pending until the next fiscal year and will be given priority over new applicants.

- i. Application form with 60% of the associations signatures
- ii. Preliminary layout and design for the project
- iii. Estimated cost of the entire project

b) The City of College Station will provide a, 50% monetary only match of up to \$7,500 per application for use by the applicant in the development of their gateway or corridor. Applicants may apply no more than once in a five-year period. This is contingent upon availability of funds.

c) The Design Review Board will be responsible for prioritization of applications for grant funds. Prioritization will take into consideration but not be limited to the following:

- 1) Date of Application
- 2) Completeness of Application
- 3) Amount of funds requested
- 4) Compliance with the City of College Station's landscaping, streetscape, signage, and private improvement in the public right-of-way regulations as set forth by Code of Ordinances.

E. LOCATION

1. Private Property

Gateway development will be allowed on Private Property. The development shall be clearly depicted on a layout plan which will be reviewed by City staff prior to approval of grant funds. In order for grant approval, the fee simple owner of said property must grant an indemnity agreement.

2. City Right-of -Way.

Gateway development will be allowed in the City Right-Of-Way subject to the requirements of Building Regulations Chapter 3, Section 2, of the City of College Station Code of Ordinances. If any portion of the proposed project is planned in the right-of-way, a Private Improvement in the Public Right-of-Way Permit must be issued before work begins and before the first dispersal of grant funds will be released.

F. MAINTENANCE

1. The Association shall have the responsibility to provide for the operation, repair and maintenance of the project funded by the grant whether the grant funds are expended on improvements on common property, private property, public right-of-way or easement.
2. The City will be given written permission for practical access at any time without liability when on official business, as well as permission to remove visual and easement obstructions, failed landscaping, objects in disrepair upon non-compliance by the Association of any terms of this agreement. In the event that the City must remove the material funded by the grant, the Association will be assessed all costs of removal.

G. GATEWAY MATERIAL

All materials used for gateway improvements must comply with the City of College Station's Code of Ordinances.

SECTION II: PROCEDURES

A. PRE-APPLICATION CONFERENCE

Any registered Association interested in applying for a gateway grant should schedule and attend a pre-application conference with Planning and Development staff. The purpose of preliminary discussion is to:

- (1) Define the scope and responsibilities of the project
- (2) Clarify the application, review, and award process, and
- (3) Clarify the fund dispersal procedures upon approval.

B. THE APPLICATION

1. An Association must officially apply for the gateway grant by presenting the completed application form, the 60% membership approval and the design of the project in order to be considered by the Design Review Board for funding.
2. Once the grant is approved, supplemental requested materials such as a formalized plan, bids, permits, agreements of indemnity must be submitted.
(*See Exhibit A, a Flow chart defining the process involved once the application has been submitted.)

C. APPEALS

1. All appeals of staff recommendations for the denial of funding will be subject to the review of the Design Review Board and ultimately the City Council.
2. All appeals of the application process and the Design Review Board's decision shall be made to City Council.

EXHIBIT A
FLOW CHART FOR GATEWAY GRANT PROGRAM

1. Must be a neighborhood or homeowners association registered with the city of College Station's Neighborhood Partnership Program.
2. Contact Neighborhood Services Coordinator(764-3499) for application materials and to set up a Pre- Application Conference with the Planning and Development office for the purpose of:
 - a) Define the scope and responsibilities of the project
 - b) Clarify the application, review, and award process, and
 - c) Clarify the fund dispersal procedures upon approval.
3. Attend the Pre-Application Committee (PAC) meeting and get direction from city staff regarding continuing the process.
4. If the project is in the city's right of way, you will be required to submit a Private Improvement in the Public Right-of-Way Permit. (PIP)
5. Complete the Gateway Grant Application form.
6. Gather the printed names, addresses, and signatures of a minimum of 60% of the association's members. (***You may wish to do this step prior to PAC meeting with staff as it takes some time and is necessary to proceed.***)
7. Develop a preliminary design plan for the project with an estimated cost.
8. Present the signatures and design plans to the Neighborhood Services Coordinator for review by the Design Review Board.
9. Upon approval of design and funding by the Design Review Board, a contract between the City of College Station and the Homeowners' or Neighborhood Association will be drawn up for signatures by both parties.
10. Upon approval the supplemental materials such as the formalized plan, bids, permits and agreements of indemnity must be submitted.
11. At the time of submittal of all final materials, the contract will be signed by both parties.
12. Construction may begin after the signing of the contract.
13. Grant fund dispersal will not be made until the project is complete and accepted by the city.

May 24, 2007
Consent Agenda
Annual Price Agreement for Crack Sealant and De-tack Sealant Material

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding approval of an annual price agreement with Deery American Corporation to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$58,401.75.

Recommendation(s): Staff recommends approval.

Summary: Deery American Corporation provided the lower of two competitive bids to provide crack sealant and de-tack sealant material for the maintenance of streets in the City. The recommended bid amount from Deery American Corporation is \$58,401.75, an increase from last year's agreement of \$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. 07-70

TABULATION FOR ANNUAL STREET SEALANT MATERIALS, BID #07-70

4/19/2007

Item Description #1: Crack Sealant, Polyflex II

Vendor Company	Quantity	Unit Price	UOM	Subtotal
Deery American Corporation	200000	\$0.28	lb	\$56,000.00
Crafco Texas Inc	200000	\$0.32	lb	\$64,400.00

Item Description #2: Detack Sealant

Vendor Company	Quantity	Unit Price	UOM	Subtotal
Deery American Corporation	325	\$7.39	gal	\$2,401.75
Crafco Texas Inc	325	\$8.25	gal	\$2,681.25

Vendor Company

Deery American Corporation	GRAND TOTAL \$58,401.75
Crafco Texas Inc	GRAND TOTAL \$67,081.25

Staff award recommendation

**May 24, 2007
Consent Agenda
Generator Installations**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding approving a resolution awarding a construction contract to Jamail & Smith Construction, in the amount of \$ 86,447.05, for the installation of three emergency power generators.

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

Summary: On January 11, 2007 the Council approved the purchase of a 250kW diesel electric generator (Item 12.1). After the last power outage it was decided a generator was needed to provide emergency power to the center and south sections of City Hall. The city hall generator will provide power to the city hall phone system, computer servers, and the Channel 19 studio as well as the Council, Manager, Legal and Human Resource offices.

This item is to provide for the installation of the aforementioned generator, installation of a replacement generator at the Emergency Operations Center, and installation of a generator at the Fleet Maintenance facility. These three generators will insure essential city operations can continue during a power outage.

Budget & Financial Summary: The funding for the installation of these three generators will come from the Fleet Replacement Fund (\$25,934.11) and from the Public Works Facilities Maintenance Division budget (\$60,512.94). This purchase is being made off the Buy-Board contract which satisfies our requirements for competitive bidding.

Attachments:

1. Resolution
2. Jamail & Smith proposal letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF THREE EMERGENCY POWER GENERATORS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, has an interlocal agreement with the Local Government Purchasing Cooperative (BuyBoard); and

WHEREAS, the BuyBoard has solicited proposals and awarded a Job Order contract with Jamail Smith Construction; and

WHEREAS, Chapter 271 of the Local Government Code authorizes the City of College Station, Texas to utilize the contracts awarded by the BuyBoard to satisfy our competitive bidding requirements;

WHEREAS, the selection of Jamail & Smith Construction through the BuyBoard contract, in satisfaction of competitive bidding requirements, is being recommended for award for the construction services related to the Installation of Three Emergency Power Generators 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 an award to Jamail & Smith Construction satisfies our requirement for competitive bidding through the BuyBoard interlocal agreement.

PART 2: That the City Council hereby approves the contract with Jamail & Smith Construction for **\$86,447.05** for the labor, materials and equipment required for the improvements related the Installation of Three Emergency Power Generators Project.

PART 3: That the funding for this Contract shall be as budgeted from the General and Fleet Replacement Funds, Facilities Maintenance and Fleet Replacement Divisions, in the amount of **\$86,447.05**.

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

ADOPTED this _____ day of _____, A.D. 2007.

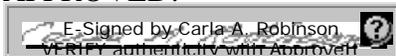
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney



April 25, 2007

City Of College Station
1101 Texas Ave.
College Station, TX 77840
Attn.: Larry Thedford

Subject: Buy Board Proposal, City of College Station Generator Relocation and install.

Jamail Construction is pleased to offer the attached proposal for the referenced project pursuant to the Buy Board Standard Hours Contract Agreement.

This proposal includes the following scope of work:

- Disconnect temporary generator and remove for relocation to the Fleet Services facility.
- Installation of two 12' X 24' X 8" with a monolithic 6' X 18' X 4" elevated concrete slab.
- Install one new 250kW generator with associated wiring and new owner provided transfer switch at the City Hall location.
- Install one new 80 kW generator with associated wiring and owner provided transfer switch at the EOC location.
- Install relocated EOC 80 kW generator at the fleet barn.
- One new generator to be mounted to existing concrete slab behind the Facilities Maintenance Building as per manufacturers specifications.
- One new generator to be installed on new concrete slab behind the City Hall Offices.
- One relocated generator to be installed on new slab at the fleet services building.
- Masonry enclosure as per attached drawings for the new generator location at City Hall.
- All associated wiring to service communications room on second floor of City Hall.
- All associated wiring at Fleet Services Building to service fuel center and West side of garage lighting.

Exclusions:

1. Sales Tax, Permits / Fees.
2. Removal of existing Generator.
3. Any work to existing concrete pad.
4. New generators and transfer switches.
5. Painting of new Split face block enclosure.

CONSTRUCTION

Exclusions:

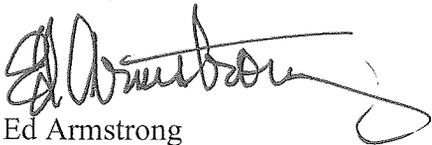
1. Sales Tax, Permits / Fees.
2. Removal of existing Generator.
3. Any work to existing concrete pad.
4. New generators and transfer switches.
5. Painting of new Split face block enclosure.

The amount of our proposal is \$ 86,447.05 and is calculated as follows:

Subcontractor Pricing:	\$ 57,446.00
OH & P 10%	<u>\$ 5,744.60</u>
NPP Subtotal	\$ 63,190.60
RS Means pricing.	\$ 37,933.52
Buy Board Coefficient deduct 30%	\$ (11,380.06)
City Cost Index deduct 18.8%	<u>\$ (4,992.05)</u>
Means Estimate Subtotal	\$ 21,561.41
Bond @ 2%	\$ 1,695.04
TOTAL	\$ 86,447.05

We are prepared to respond immediately to coordinate the work. We look forward to working with you on this project. Should you have any questions please contact me at 512-288-1200.

Sincerely,



Ed Armstrong

Regional General Manager

Attachment: Subcontractor Proposal, Brit & Rice Electric, Generator spec. sheets, Means Estimate.

May 24, 2007
Consent Agenda
FM 2818/Welsh Pedestrian Improvements Construction Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Contract #07-186 Presentation, possible action, and discussion on the resolution approving construction contract with Knife River Corporation in the amount of \$1,079,289.65 for pedestrian safety improvements at the intersection of Welsh and FM 2818..

Recommendation(s): Staff recommends award of the contract contingent upon the City acquiring the all of the necessary right-of-way and easements to the lowest responsible bidder meeting specifications, Knife River Corporation.

Summary: This contract is for the installation of traffic islands, traffic signal improvements, curb and gutters, sidewalks, and bicycle facilities at the intersection of FM 2818 and Welsh Avenue. Sealed competitive bids were received from three (3) contracting firms and the summary of the results is as follows:

Knife River Corporation	\$1,079,289.65
Dudley Construction, Ltd.	\$1,447,336.84
Brazos Valley Services	\$1,510,171.80

This project was originally a Safe Routes To School project. When we did not get the grant for that project the City teamed up with TxDOT to get the project done. The TxDOT district office provided the design for the project at no charge to the City.

Budget & Financial Summary: A total of \$893,992 is currently budgeted for this project: \$743,967 in the Streets Capital Improvement Projects Fund and \$150,025 in the Water Capital Improvement Projects Fund. No funds are currently budgeted in the Wastewater Capital Improvements Project Fund. Additional funds are needed for the Streets and Wastewater portions of this contract.

Funds in the amount of \$12,532.35 have been expended or committed to date for the Streets portion of the project, leaving a balance of \$731,434.65. Additional Street funds in the amount of \$325,933 will be transferred to the project from the Phase II Jones-Butler Extension project (ST0005). These funds are available as it is anticipated that the Jones-Butler Extension project will come in significantly under budget. This transfer will bring the budget for the Streets portion of the project up to \$1,069,900.

No funds have been expended or committed to date for the Wastewater portion of the project. Funds in the amount of \$72,000 will be transferred from Oversize Participation funds currently budgeted in the Wastewater Capital Improvements Project Fund. This transfer will bring the budget for the Wastewater portion of the project up to \$72,000.

Attachments:

1. Resolution
2. 07-75 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 FM 2818/WELSH PEDESTRIAN IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the FM 2818/Welsh Pedestrian Improvements Project; and

WHEREAS, the selection of Knife River Corporation is being recommended as the lowest responsible bidder for the construction services related to the FM 2818/Welsh Pedestrian Improvements 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 Knife River Corporation is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Knife River Corporation for \$1,079,289.65 for the labor, materials and equipment required for the improvements related the FM 2818/Welsh Pedestrian Improvements Project.

PART 3: That the funding for this Project shall be as budgeted from the 1998 General Obligation Fund, the 2003 General Obligation Fund, the Water Utility Fund, and the Wastewater Utility Fund in the amount of \$1,079,289.65.

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

ADOPTED this 24th day of May, A.D. 2007.

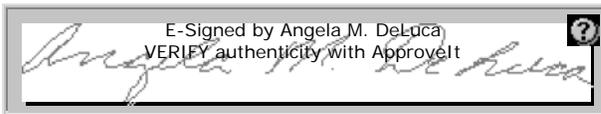
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

MAYOR

APPROVED:



City Attorney

BID #07-75

FM 2818 & Welsh Pedestrian Improvements

Pedestrian Improvements

ITEM	CODE	QTY	UNIT	DESCRIPTION	Knife River		Dudley Construction		Brazos Valley Services	
					UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
100	2002	17.87	STA	PREPARING ROW	\$170.00	\$3,037.90	\$1,064.00	\$19,013.68	\$1,000.00	\$17,870.00
104	2015	219	SY	REMOVING CONC (SIDEWALKS)	\$9.00	\$1,971.00	\$10.00	\$2,190.00	\$25.00	\$5,475.00
104	2017	155	SY	REMOVING CONC (DRIVEWAYS)	\$9.00	\$1,395.00	\$12.00	\$1,860.00	\$25.00	\$3,875.00
104	2021	838	LF	REMOVING CONC (CURB)	\$4.00	\$3,352.00	\$3.70	\$3,100.60	\$10.00	\$8,380.00
105	2008	2243	SY	REMOVING STAB BASE & ASPHALT PAV (6") - INCLUDES SAW CUT	\$6.00	\$13,458.00	\$7.18	\$16,104.74	\$3.00	\$6,729.00
110	2001	2826	CY	EXCAVATION (ROADWAY)	\$8.50	\$24,021.00	\$8.25	\$23,314.50	\$10.00	\$28,260.00
132	2004	1481	CY	EMBANKMENT (FINAL)(DENS CONT)(TY B)	\$11.00	\$16,291.00	\$5.26	\$7,790.06	\$10.00	\$14,810.00
162	2002	4000	SY	BLOCK SODDING	\$3.00	\$12,000.00	\$4.10	\$16,400.00	\$4.00	\$16,000.00
164	2007	4000	SY	BROADCAST SEED (PERM) (URBAN) (CLAY)	\$0.19	\$760.00	\$0.44	\$1,760.00	\$0.50	\$2,000.00
168	2001	32	MG	VEGETATIVE WATERING	\$20.00	\$640.00	\$78.15	\$2,500.80	\$50.00	\$1,600.00
247	2078	6072	SY	FL BS (CMP IN PLC)(TY E GR 2) (6")	\$12.00	\$72,864.00	\$9.63	\$58,473.36	\$10.50	\$63,756.00
310	2005	1218	GAL	PRIME COAT (MC-30 OR AE-P)	\$4.00	\$4,872.00	\$7.46	\$9,086.28	\$1.50	\$1,827.00
316	2025	7058	GAL	ASPH (CRS-2P OR CRS-1P)	\$2.10	\$14,821.80	\$6.91	\$48,770.78	\$4.60	\$32,466.80
316	2361	123	CY	AGGR (TY-B GR-4 OR TY-L GR-4 SAC-A)	\$100.00	\$12,300.00	\$204.00	\$25,092.00	\$115.00	\$14,145.00
341	2014	1171	TON	D-GR HMA(QCQA) TY-B PG70-22	\$83.00	\$97,193.00	\$149.21	\$174,724.91	\$86.00	\$100,706.00
341	2050	1518	TON	D-GR HMA(QCQA) TY-C PG70-22	\$75.00	\$113,850.00	\$160.26	\$243,274.68	\$86.00	\$130,548.00
354	2045	7912	SY	PLANE ASPH CONC PAV (2")	\$3.60	\$28,483.20	\$3.87	\$30,619.44	\$4.00	\$31,648.00

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
420	2001	1.7	CY	CL A CONC (MISC)	\$250.00	\$425.00	\$259.00	\$440.30	\$400.00	\$680.00
464	2003	247	LF	RC PIPE (CL III)(18 IN)	\$42.00	\$10,374.00	\$76.76	\$18,959.72	\$125.00	\$30,875.00
464	2005	38	LF	RC PIPE (CL III)(24 IN)	\$52.00	\$1,976.00	\$97.61	\$3,709.18	\$150.00	\$5,700.00
464	2021	43	LF	RC PIPE (CL IV)(18 IN)	\$51.00	\$2,193.00	\$96.61	\$4,154.23	\$125.00	\$5,375.00
465	2020	1	EA	INLET (COMP) (CURB)	\$2,400.00	\$2,400.00	\$2,531.00	\$2,531.00	\$3,000.00	\$3,000.00
465	2106	2	EA	INLET EXT	\$670.00	\$1,340.00	\$905.00	\$1,810.00	\$1,000.00	\$2,000.00
465	2223	2	EA	MANH (COMPL)(TY MH-M)	\$2,400.00	\$4,800.00	\$4,566.00	\$9,132.00	\$2,500.00	\$5,000.00
467	2234	4	EA	SET (TY II)(18 IN)(RCP)(6:1)(C)	\$700.00	\$2,800.00	\$1,698.00	\$6,792.00	\$800.00	\$3,200.00
467	2236	3	EA	SET (TY II)(24 IN)(RCP)(6:1)(C)	\$900.00	\$2,700.00	\$2,182.00	\$6,546.00	\$1,000.00	\$3,000.00
496	2004	4	EA	REMOV STR (SET)	\$290.00	\$1,160.00	\$95.00	\$380.00	\$150.00	\$600.00
496	2007	200	LF	REMOV STR (PIPE)	\$14.00	\$2,800.00	\$8.25	\$1,650.00	\$30.00	\$6,000.00
496	2023	1	EA	REMOVE STR (JUNCTION BOX)	\$500.00	\$500.00	\$508.00	\$508.00	\$1,000.00	\$1,000.00
500	2001	1	LS	MOBILIZATION	\$100,000.00	\$100,000.00	\$113,301.00	\$113,301.00	\$50,000.00	\$50,000.00
502	2001	4	MO	BARRICADES, SIGN, AND TRAFFIC HANDLING	\$1,800.00	\$7,200.00	\$2,740.00	\$10,960.00	\$5,000.00	\$20,000.00
506	2002	35	LF	ROCK FILTER DAMS (INSTALL) (TY 2)	\$40.00	\$1,400.00	\$25.00	\$875.00	\$75.00	\$2,625.00
506	2009	35	LF	ROCK FILTER DAMS (REMOVE)	\$10.00	\$350.00	\$8.87	\$310.45	\$10.00	\$350.00
506	2025	45	HR	EXCAVATOR WORK (EROSION & SEDM CONT)	\$100.00	\$4,500.00	\$98.00	\$4,410.00	\$75.00	\$3,375.00
506	2031	60	EA	SANDBAGS FOR EROSION CONTROL	\$9.00	\$540.00	\$4.00	\$240.00	\$10.00	\$600.00
506	2034	2966	LF	TEMPORARY SEDIMENT CONTROL FENCE	\$2.50	\$7,415.00	\$2.82	\$8,364.12	\$3.00	\$8,898.00
528	2004	1042	SY	LANDSCAPE PAVERS	\$47.00	\$48,974.00	\$80.20	\$83,568.40	\$90.00	\$93,780.00
529	2004	1315	LF	CONC CURB & GUTTER (TY II)	\$13.00	\$17,095.00	\$13.07	\$17,187.05	\$20.00	\$26,300.00

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
530	2010	94	SY	DRIVEWAYS (CONC)	\$44.00	\$4,136.00	\$38.56	\$3,624.64	\$40.00	\$3,760.00
531	2004	708	SY	CONC SIDEWALKS (6")	\$37.00	\$26,196.00	\$32.18	\$22,783.44	\$45.00	\$31,860.00
531	2005	7	EA	CURB RAMPS (TY 1)	\$640.00	\$4,480.00	\$1,189.00	\$8,323.00	\$750.00	\$5,250.00
531	2014	4	EA	CURB RAMPS (TY 22)	\$1,200.00	\$4,800.00	\$722.00	\$2,888.00	\$2,000.00	\$8,000.00
531	2041	3	EA	CURB RAMPS (TY 10)	\$560.00	\$1,680.00	\$1,843.00	\$5,529.00	\$500.00	\$1,500.00
536	2001	2201	LF	CONC MEDIAN	\$10.00	\$22,010.00	\$15.23	\$33,521.23	\$25.00	\$55,025.00
536	2004	396	SY	CONC DIRECTIONAL ISLAND	\$67.00	\$26,532.00	\$86.56	\$34,277.76	\$125.00	\$49,500.00
540	2005	1	EA	TERMINAL ANCHOR SECTION	\$1,100.00	\$1,100.00	\$571.00	\$571.00	\$2,000.00	\$2,000.00
542	2001	20	LF	REMOVING METAL BEAM GUARD FENCE	\$5.00	\$100.00	\$8.46	\$169.20	\$25.00	\$500.00
542	2002	1	EA	REMOVING TERMINAL ANCHOR SECTION	\$300.00	\$300.00	\$235.00	\$235.00	\$250.00	\$250.00
618	2018	135	LF	CONDT (PVC) (SCHD 40) (2")	\$9.00	\$1,215.00	\$13.26	\$1,790.10	\$9.25	\$1,248.75
618	2019	280	LF	CONDT (PVC) (SCHD 40) (2") (BORE)	\$22.00	\$6,160.00	\$19.89	\$5,569.20	\$23.00	\$6,440.00
618	2024	125	LF	CONDT (PVC) (SCHD 40) (4")	\$13.00	\$1,625.00	\$24.31	\$3,038.75	\$14.00	\$1,750.00
618	2025	280	LF	CONDT (PVC) (SCHD 40) (4") (BORE)	\$28.00	\$7,840.00	\$28.74	\$8,047.20	\$29.00	\$8,120.00
620	2009	10	LF	ELEC CONDR (NO. 6) BARE	\$1.10	\$11.00	\$2.21	\$22.10	\$1.25	\$12.50
620	2010	20	LF	ELEC CONDR (NO. 6) INSULATED	\$1.70	\$34.00	\$3.32	\$66.40	\$1.75	\$35.00
620	2011	405	LF	ELEC CONDR (NO. 8) BARE	\$1.10	\$445.50	\$1.11	\$449.55	\$1.25	\$506.25
620	2012	810	LF	ELEC CONDR (NO. 8) INSULATED	\$1.70	\$1,377.00	\$1.66	\$1,344.60	\$1.75	\$1,417.50
624	2012	5	EA	GROUND BOX TY C (162911) W/APRON	\$680.00	\$3,400.00	\$884.00	\$4,420.00	\$800.00	\$4,000.00
628	2100	1	EA	ELC SRV TY D 120/240 070 (NS)SS(E)SP(O)	\$5,100.00	\$5,100.00	\$3,868.00	\$3,868.00	\$5,200.00	\$5,200.00
644	2001	23	EA	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	\$380.00	\$8,740.00	\$376.00	\$8,648.00	\$400.00	\$9,200.00

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
644	2006	2	EA	INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	\$500.00	\$1,000.00	\$453.00	\$906.00	\$525.00	\$1,050.00
644	2056	19	EA	RELOCATE SM RD SN SUP & AM TY 10BWG	\$300.00	\$5,700.00	\$304.00	\$5,776.00	\$325.00	\$6,175.00
644	2060	11	EA	REMOVE SM RD SN SUP & AM	\$85.00	\$935.00	\$83.00	\$913.00	\$100.00	\$1,100.00
658	2330	7	EA	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND(BI)	\$45.00	\$315.00	\$44.00	\$308.00	\$50.00	\$350.00
662	2064	1349	LF	WK ZN PAV MRK REMOV (W) 4" (BRK)	\$0.75	\$1,011.75	\$1.66	\$2,239.34	\$1.75	\$2,360.75
662	2065	100	LF	WK ZN PAV MRK REMOV (W) 4" (DOT)	\$1.50	\$150.00	\$3.87	\$387.00	\$4.10	\$410.00
662	2067	7797	LF	WK ZN PAV MRK REMOV (W) 4" (SLD)	\$0.75	\$5,847.75	\$1.66	\$12,943.02	\$1.75	\$13,644.75
662	2079	80	LF	WK ZN PAV MRK REMOV (W) 24" (SLD)	\$9.00	\$720.00	\$13.26	\$1,060.80	\$14.00	\$1,120.00
662	2097	1033	LF	WK ZN PAV MRK REMOV (Y) 4" (BRK)	\$0.75	\$774.75	\$1.66	\$1,714.78	\$1.75	\$1,807.75
662	2099	2626	LF	WK ZN PAV MRK REMOV (Y) 4" (SLD)	\$0.75	\$1,969.50	\$1.66	\$4,359.16	\$1.75	\$4,595.50
662	2113	332	EA	WK ZN PAV MRK SHT TERM (TAB) TY W	\$1.00	\$332.00	\$1.11	\$368.52	\$2.00	\$664.00
662	2114	140	EA	WK ZN PAV MRK SHT TERM (TAB) TY Y	\$1.00	\$140.00	\$1.11	\$155.40	\$2.00	\$280.00
666	2003	1123	LF	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	\$0.50	\$561.50	\$0.66	\$741.18	\$0.75	\$842.25
666	2012	3304	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	\$0.50	\$1,652.00	\$0.66	\$2,180.64	\$0.75	\$2,478.00
666	2027	110	LF	REFL PAV MRK TY I (W) 8" (BRK)(100MIL)	\$1.30	\$143.00	\$1.33	\$146.30	\$1.40	\$154.00
666	2030	240	LF	REFL PAV MRK TY I (W) 8" (DOT)(100MIL)	\$1.70	\$408.00	\$1.33	\$319.20	\$1.40	\$336.00
666	2036	3237	LF	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	\$1.00	\$3,237.00	\$1.33	\$4,305.21	\$1.40	\$4,531.80
666	2042	810	LF	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	\$2.70	\$2,187.00	\$4.14	\$3,353.40	\$4.50	\$3,645.00
666	2048	160	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	\$5.50	\$880.00	\$9.95	\$1,592.00	\$10.50	\$1,680.00
666	2054	15	EA	REFL PAV MRK TY I (W) (ARROW) (100MIL)	\$100.00	\$1,500.00	\$166.00	\$2,490.00	\$175.00	\$2,625.00
666	2057	8	EA	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	\$80.00	\$640.00	\$177.00	\$1,416.00	\$200.00	\$1,600.00

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
666	2063	8	EA	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	\$110.00	\$880.00	\$210.00	\$1,680.00	\$225.00	\$1,800.00
666	2096	11	EA	REFL PAV MRK TY I (W) (WORD) (100MIL)	\$130.00	\$1,430.00	\$243.00	\$2,673.00	\$260.00	\$2,860.00
666	2105	302	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	\$0.50	\$151.00	\$6.63	\$2,002.26	\$0.75	\$226.50
666	2111	4332	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	\$0.50	\$2,166.00	\$0.65	\$2,815.80	\$0.75	\$3,249.00
666	2123	102	LF	REFL PAV MRK TY I (Y) 8" (SLD)(100MIL)	\$1.70	\$173.40	\$1.33	\$135.66	\$1.40	\$142.80
666	2132	241	LF	REFL PAV MRK TY I (Y) 24"(SLD)(100MIL)	\$5.50	\$1,325.50	\$1.33	\$320.53	\$1.40	\$337.40
672	2015	210	EA	REFL PAV MRKR TY II-A-A	\$4.20	\$882.00	\$8.00	\$1,680.00	\$8.75	\$1,837.50
672	2022	165	EA	TRAFFIC BUTTON TY II-C-R	\$8.50	\$1,402.50	\$9.00	\$1,485.00	\$10.00	\$1,650.00
677	2001	11244	LF	ELIM EXT PAV MRK & MRKS (4")	\$0.60	\$6,746.40	\$1.38	\$15,516.72	\$1.50	\$16,866.00
677	2005	344	LF	ELIM EXT PAV MRK & MRKS (12")	\$2.80	\$963.20	\$5.53	\$1,902.32	\$6.00	\$2,064.00
677	2007	80	LF	ELIM EXT PAV MRK & MRKS (24")	\$5.50	\$440.00	\$16.58	\$1,326.40	\$17.50	\$1,400.00
682	2001	8	EA	BACK PLATE (12 IN) (3 SEC)	\$85.00	\$680.00	\$66.00	\$528.00	\$100.00	\$800.00
682	2003	4	EA	BACK PLATE (12 IN) (5 SEC)	\$130.00	\$520.00	\$144.00	\$576.00	\$140.00	\$560.00
682	2014	8	EA	PED SIG SEC (12 IN) LED (2 INDICATIONS)	\$620.00	\$4,960.00	\$663.00	\$5,304.00	\$650.00	\$5,200.00
682	2022	4	EA	VEH SIG SEC (12 IN) LED (GRN ARW)	\$300.00	\$1,200.00	\$243.00	\$972.00	\$325.00	\$1,300.00
682	2023	12	EA	VEH SIG SEC (12 IN) LED (GRN)	\$320.00	\$3,840.00	\$243.00	\$2,916.00	\$330.00	\$3,960.00
682	2024	4	EA	VEH SIG SEC (12 IN) LED (YEL ARW)	\$280.00	\$1,120.00	\$243.00	\$972.00	\$300.00	\$1,200.00
682	2025	12	EA	VEH SIG SEC (12 IN) LED (YEL)	\$310.00	\$3,720.00	\$243.00	\$2,916.00	\$325.00	\$3,900.00
682	2027	12	EA	VEH SIG SEC (12 IN) LED (RED)	\$280.00	\$3,360.00	\$243.00	\$2,916.00	\$300.00	\$3,600.00
684	2010	1430	LF	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	\$2.80	\$4,004.00	\$1.66	\$2,373.80	\$3.00	\$4,290.00
684	2012	1770	LF	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	\$4.00	\$7,080.00	\$2.00	\$3,540.00	\$4.25	\$7,522.50

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
685	2001	1	EA	INSTALL RSDS FLASH BEACON ASSEMBLY	\$9,000.00	\$9,000.00	\$3,868.00	\$3,868.00	\$9,200.00	\$9,200.00
686	2041	3	EA	INS TRF SIG PL AM(S) 1 ARM (40') LUM	\$14,000.00	\$42,000.00	\$11,052.00	\$33,156.00	\$14,100.00	\$42,300.00
686	2045	1	EA	INS TRF SIG PL AM(S) 1 ARM (44') LUM	\$14,500.00	\$14,500.00	\$13,263.00	\$13,263.00	\$14,700.00	\$14,700.00
688	2001	8	EA	PED DETECT (2 INCH PUSH BTN)	\$170.00	\$1,360.00	\$221.00	\$1,768.00	\$175.00	\$1,400.00
690	2036	1	EA	INSTALL OF FND FOR GROUND MNT CABINETS	\$2,800.00	\$2,800.00	\$2,210.00	\$2,210.00	\$2,875.00	\$2,875.00
690	2040	1	EA	INSTALL OF CONTROL CABINET (GRND MNT)	\$17,000.00	\$17,000.00	\$16,578.00	\$16,578.00	\$17,250.00	\$17,250.00
6007	2001	1	EA	REMOVING TRAFFIC SIGNALS	\$4,000.00	\$4,000.00	\$2,763.00	\$2,763.00	\$4,025.00	\$4,025.00
6266	2001	1	EA	VIVDS PROCESSOR SYSTEM	\$9,500.00	\$9,500.00	\$16,115.00	\$16,115.00	\$9,775.00	\$9,775.00
6266	2002	4	EA	VIVDS CAMERA ASSEMBLY	\$2,800.00	\$11,200.00	\$2,487.00	\$9,948.00	\$2,875.00	\$11,500.00
6266	2003	1	EA	VIVDS SET-UP SYSTEM	\$1,700.00	\$1,700.00	\$884.00	\$884.00	\$1,725.00	\$1,725.00
6266	2005	875	LF	VIVDS COMMUNICATION CABLE (COAXIAL)	\$2.00	\$1,750.00	\$2.21	\$1,933.75	\$2.30	\$2,012.50
					SUBTOTAL BID	\$961,491.65	SUBTOTAL BID	\$1,333,803.64	SUBTOTAL BID	\$1,181,006.80

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
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Waterline Relocation & Waterline & Sanitary Sewer Rehabilitation

				Knife River		Dudley Construction		Brazos Valley Services	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
1	214	LF	REMOVAL OF EXISTING SANITARY SEWER	\$7.00	\$1,498.00	\$5.76	\$1,232.64	\$10.00	\$2,140.00
2	1	LS	CONNECTION TO EXISTING 15" VCP SANITARY SEWER LINE	\$1,300.00	\$1,300.00	\$675.00	\$675.00	\$1,000.00	\$1,000.00
3	92	LF	INSTALLATION OF 24" STEEL ENCASMENT (STRUCTURAL FILL)	\$170.00	\$15,640.00	\$190.16	\$17,494.72	\$460.00	\$42,320.00
4	13	LF	INSTALLATION OF 24" STEEL ENCASMENT (NON-STRUCTURAL FILL)	\$105.00	\$1,365.00	\$97.00	\$1,261.00	\$460.00	\$5,980.00
5	105	LF	INSTALLATION OF 16" RESTRAINED JOINT SANITARY SEWER CARRIER PIPE WITH SPACERS INSIDE 24" STEEL ENCASMENT PIPE	\$100.00	\$10,500.00	\$79.29	\$8,325.45	\$125.00	\$13,125.00
6	21	LF	INSTALLATION OF 16" RESTRAINED JOINT SANITARY SEWER (NON-STRUCTURAL FILL)	\$127.00	\$2,667.00	\$122.43	\$2,571.03	\$150.00	\$3,150.00
7	88	LF	INSTALLATION OF 16" SANITARY SEWER (NON-STRUCTURAL FILL)	\$98.00	\$8,624.00	\$85.00	\$7,480.00	\$125.00	\$11,000.00
8	1	LS	CONNECTION TO EXISTING MANHOLE	\$1,400.00	\$1,400.00	\$1,211.00	\$1,211.00	\$2,000.00	\$2,000.00
9	306	LF	INSTALLATION OF 12" WATERLINE AND ASSOCIATED APPURTENANCES AND CONNECTIONS TO EXISTING WATERLINES (STRUCTURAL FILL)	\$60.00	\$18,360.00	\$61.15	\$18,711.90	\$125.00	\$38,250.00
10	1	LS	AIR RELEASE VALVE ASSEMBLY	\$1,100.00	\$1,100.00	\$1,247.00	\$1,247.00	\$2,000.00	\$2,000.00
11	1	LS	GROUT FILL ABANDONED 12" WATERLINE	\$2,200.00	\$2,200.00	\$5,767.00	\$5,767.00	\$5,000.00	\$5,000.00
12	80	LF	INSTALLATION OF 24" STEEL ENCASMENT (STRUCTURAL FILL)	\$140.00	\$11,200.00	\$167.93	\$13,434.40	\$250.00	\$20,000.00
13	80	LF	INSTALLATION OF 12" RESTRAINED JOINT WATERLINE CARRIER PIPE WITH SPACERS INSIDE 24" STEEL ENCASMENT PIPE	\$70.00	\$5,600.00	\$65.00	\$5,200.00	\$100.00	\$8,000.00
14	10	LF	INSTALLATION OF 12" RESTRAINED JOINT WATERLINE AND ASSOCIATED APPURTENANCES AND CONNECTION TO EXISTING WATERLINE (STRUCTURAL FILL)	\$120.00	\$1,200.00	\$60.23	\$602.30	\$200.00	\$2,000.00

ITEM	CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
15	215	LF		REMOVE EXISTING 8" C.I. WATERLINE	\$10.00	\$2,150.00	\$5.00	\$1,075.00	\$10.00	\$2,150.00
16	215	LF		INSTALLATION OF 8" WATERLINE AND ASSOCIATED APPURTENANCES AND CONNECTIONS TO EXISTING WATERLINES (STRUCTURAL FILL)	\$50.00	\$10,750.00	\$38.64	\$8,307.60	\$70.00	\$15,050.00
17	1	LS		WATERLINE ENCASEMENT EXTENSION	\$10,000.00	\$10,000.00	\$8,829.00	\$8,829.00	\$10,000.00	\$10,000.00
18	24	LF		STRUCTURAL FILL FOR WATERLINE ENCASEMENT EXTENSION	\$81.00	\$1,944.00	\$62.34	\$1,496.16	\$3,000.00	\$72,000.00
19	1	LS		SANITARY SEWER ENCASEMENT EXTENSION	\$8,500.00	\$8,500.00	\$7,022.00	\$7,022.00	\$14,000.00	\$14,000.00
20	15	LF		STRUCTURAL FILL FOR SANITARY SEWER ENCASEMENT EXTENSION	\$120.00	\$1,800.00	\$106.00	\$1,590.00	\$4,000.00	\$60,000.00
					SUBTOTAL BID	\$117,798.00	SUBTOTAL BID	\$113,533.20	SUBTOTAL BID	\$329,165.00
					TOTAL BID	\$1,079,289.65	TOTAL BID	\$1,447,336.84	TOTAL BID	\$1,510,171.80

Bid Certification:

Bid Bond:

Addendums Acknowledged:

Calendar Days To Completion:

Yes

Yes

1

75

Yes

Yes

1

75

Yes

Yes

1

75



A&M Consolidated
High School

Project
Location

FM 2818

Welsh Ave

Wellborn Road

24 May 2007
Consent Agenda
Safe Routes to School Resolution

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a grant application for the Oakwood Intermediate School / A&M Consolidated Middle School Pedestrian Improvement Project as the City of College Station candidate project for the Safe Routes to School Program.

Recommendation(s): Staff recommends that City Council adopt the attached resolution approving a grant application for the Oakwood Intermediate School / A&M Consolidated Middle School Sidewalk Improvement Project.

Summary: On August 10, 2005, President George W. Bush signed the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users bill, which provides for the Safe Routes to School (SRTS) Program to enable school children to walk or bike to school in a safe, secure environment and provide a healthy alternative to riding the bus or being driven to school. The Texas Department of Transportation has issued a call for SRTS projects, due on May 25, 2007.

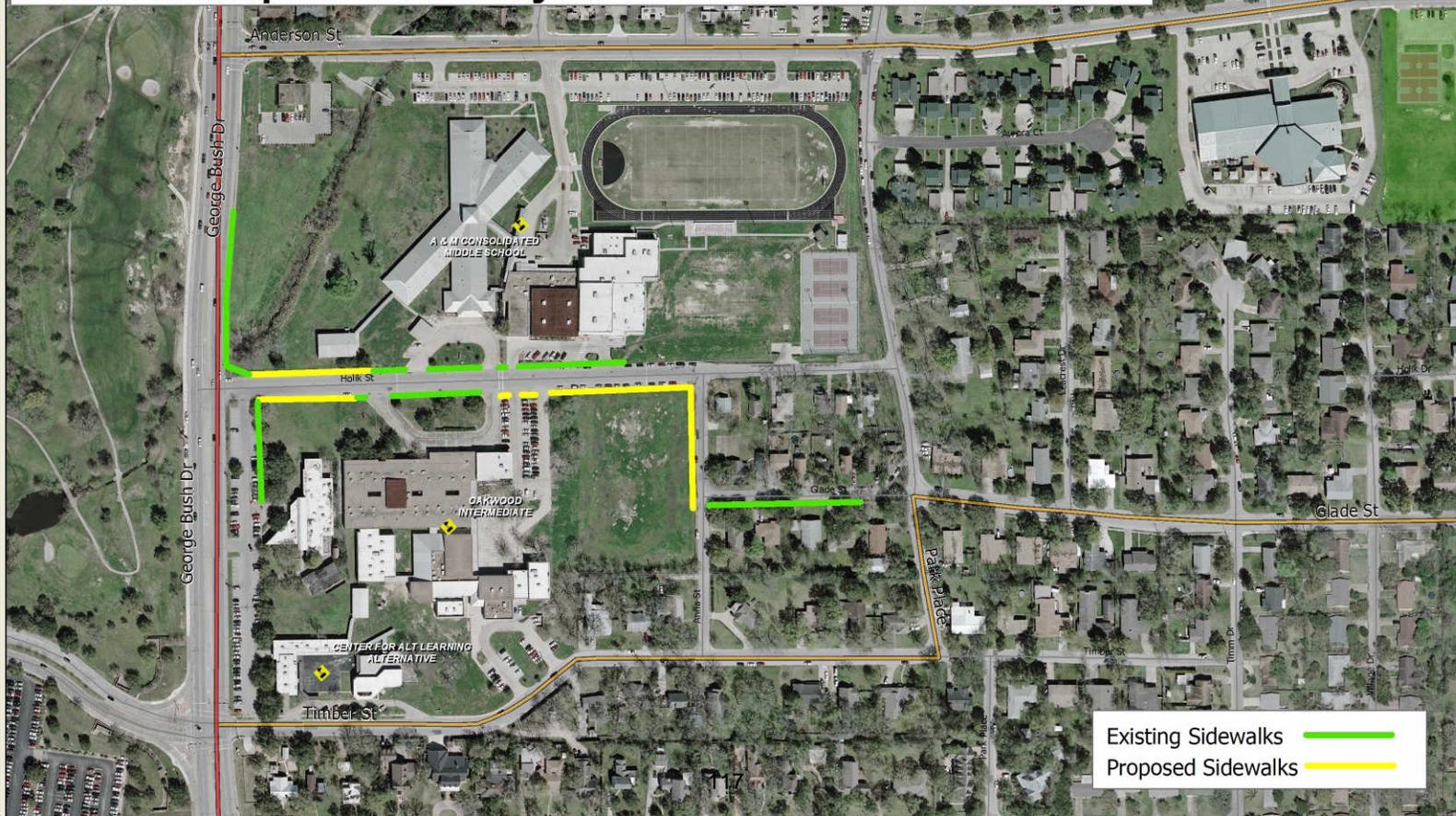
The City of College Station has been working with the Bryan-College Station MPO and the College Station Independent School District to identify a candidate project to submit under this call for proposals. The identified project would complete gaps in the sidewalk system around Oakwood Intermediate School and A&M Consolidated Middle School. Currently, there is a sidewalk gap between the Glade Street /Anna Street intersection and the entrances to the schools off of Holik Drive (see attached map). Another gap exists along Holik Drive between the schools and George Bush Drive. This project would construct the necessary sidewalks and curb ramps along these sections.

Budget & Financial Summary: If this project is selected by the FHWA, the City of College Station will provide \$15,000 of matching funds. These funds will be allocated from the Streets, Traffic, Sidewalks, and Trails Capital Improvement Projects Fund.

Attachments:

1. Location Map
2. SRTS Program Application
3. SRTS Solicitation Letter
4. SRTS Program Information
5. Resolution

Safe Routes to School: Oakwood Intermediate School / A&M Consolidated Middle School Pedestrian Improvements Project





TEXAS SAFE ROUTES TO SCHOOL

APPLICATION FOR
INFRASTRUCTURE PROJECT

FY 2007–2008



Form 2203 (1/22/2007)



Safe Routes to School Program Application for Infrastructure Project FY 2007 – 2008

Instructions

This application is for requesting an infrastructure (construction) project. For all other SRTS project applications, use the following links:

- For developing a local SRTS Program and SRTS Plan, use the [Application for SRTS Program and Plan Development](#).
- For implementing programs or activities identified in an SRTS Plan, use the [Application for SRTS Plan Implementation](#).
- For providing statewide services in support of SRTS programs, use [Application for Statewide Services in Support of SRTS](#).

Only political subdivisions or state agencies can submit an infrastructure project application ([Texas SRTS Rules](#) (July 14, 2006 , 31 TexReg 5668); [43 TAC §§25.500 - 25.505](#)).

Definitions of Sample Infrastructure Projects

Bicycle Parking Facilities: Items such as bicycle racks, lockers, designated areas with safety lighting and covers such as a bike shelter, etc.

Installing Signs: Placement of regulatory and warning signs for school, pedestrian or bicycle related conditions consistent with applicable traffic control standards and/or required engineering judgment. May also include directional signage.

On-Street Bicycle Facilities: Aspects of the roadway defined specifically for bicycle use, such as a bike lane.

Off-Street Bicycle/Pedestrian Facilities: Trails and pathways that can be used by pedestrians and bicyclists that are separated from the main roadway.

Pedestrian/Bicycle Crossing Improvements: Includes new or upgraded traffic signals, crosswalks, median refuges, pavement markings, traffic signs, flashing beacons, bicycle-sensitive signal actuation devices, pedestrian activated signal upgrades, etc. consistent with applicable traffic control standards and/or required engineering judgement.

Street Striping: Marking roadways to provide for bike lanes, widened outside lanes, crosswalks, etc.

Sidewalk Improvements: Includes new sidewalks, widened sidewalks, sidewalk gap closures, sidewalk repairs, curb cuts for ramps, and the construction of curb and gutters.

Traffic Calming Devices (off-system roads only): Systems and techniques that slow traffic such as speed humps or tables, reducing curb-to-curb lane widths, curb extensions, center islands, etc.

Applicants requesting funding for infrastructure projects are required to have an SRTS Plan that demonstrates the need for the proposed physical improvement(s). The SRTS Plan should identify risks or safety hazards facing children who bike and/or walk to school, current and potential walking and biking routes to school, and activities that incorporate each of the “5 E’s” (Engineering, Education, Encouragement, Enforcement, and Evaluation) to create a comprehensive program. (See *Appendix A in SRTS Program Guidance and Application Instructions* for more on SRTS Plans).

Please make sure to complete and submit all of the accompanying forms in the application. Each section of the application is designed to help you convey as much information as possible. Several sections request detailed narratives and it is important for applicants to be concise and limit answers. For the purpose of completing application narratives, a “page” is considered to be 12-point font, single-spaced. Other sections of the application contain questions that can be answered in the space provided.

Applications must be 30 pages or less, including all attachments. Attach sketches, pictures, maps, exhibits, diagrams, survey summaries, or other relevant materials to the application. Applications should conform to an 8 ½ x 11 inch format; however, maps may be 11 x 17 inches. Do not attach front or back covers to the application. A cover letter should accompany an application, but is not included in the 30 page limit.

An authorized representative of the applicant (political subdivision or state agency) must sign the application. An **original** application including all attachments plus **20** copies must be submitted to the district engineer of the TxDOT district office responsible for the area in which the improvement project is proposed. Applications must be received by the deadline published in the program call or they will not be accepted..

Keep a copy of your application, including the signature page and attachments for your records. You are reminded that you CANNOT save your completed application in the PDF format in Adobe Reader. A checklist has been included to assist applicants in ensuring that all required documents are submitted with the application.

Using the SRTS Application Forms

The application and *SRTS Program Guidance and Application Instructions* are available at each TxDOT district office as well as from the Traffic Operation Division (TRF). The documents are also published on the TxDOT SRTS website. The SRTS application is a structured MS Word form that allows the user to input the requested information.

Project Area Maps and or Diagrams (Required)

Maps serve as an inventory of existing conditions within the immediate vicinity of the school(s) for which the application is being submitted. If multiple school locations are proposed, maps for each location should be submitted. The exception would be for multiple schools located in close proximity to one another and which share routes and existing conditions and/or proposed improvements.

Typical cross sections or typical layouts depicting the proposed improvement must be attached to the application.

MAP 1:

Identify existing and potential walking and biking routes, differentiating the two, within an approximate 2 mile radius of the school. The map should include all schools affected by the project and identify significant trip generators such as neighborhoods, large employment centers, or commercial properties.

The map should also identify posted speeds and all traffic control devices (signals, crosswalks, warning signs, etc.) along current and proposed school routes within the 2 mile radius of the school.

MAP 2:

If a city, county, school, or school district has developed a non-motorized master plan or a bicycle and pedestrian plan, please submit any maps that have been developed in conjunction with those plans.

Communities Lacking Mapping Resources

To develop maps, applicants are encouraged to contact your school district or local government planning staff for assistance in preparing maps by utilizing their Geographic Information Systems (GIS) resources.

SRTS Application Submission Checklist

Ensure that the following items are included or completed in the submitted application packet:

- Application form is completed. Questions are answered in concise narratives and have been submitted in the proper format. Each of the attachments is clearly labeled.
- Application has been signed by political subdivision or state agency representative who has signature authority.
- Maps and diagrams are attached and are clear and legible.
- All additional appropriate documents are attached (i.e. master plans, memorandum of understandings, endorsements, etc.). Each document should be clearly labeled to correspond with the application questions.
- A detailed cost estimate has been included. (Maximum project cost \$750,000).
- Resolutions or other required governmental authorizations are submitted.
- Application is limited to 30 pages, including attachments (not including SRTS Plan)
- Cover letter is attached.
- Safe Routes to School Plan is enclosed (required).
- An original, plus 20 copies of application and required attachments, is included (required).

If you have questions on the SRTS program or application process, please contact:

Texas Department of Transportation Traffic Operations Division 125 E. 11th Street Austin TX 78701-2483 (512) 416-3137 trftepgm@dot.state.tx.us	TxDOT District Contact: http://www.dot.state.tx.us/publications/traffic/srts_contact.pdf
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Safe Routes to School Program

Application for Infrastructure Project FY 2007 – 2008

Project Number: _____ (for TxDOT use only)

Date Rec'd: _____ (for office use only)

(Please refer to the Program Guidance and Application Instructions for details on application submission requirements)

Applications may represent a single school campus, multiple schools, a region, or a school district that are in close proximity .

1. Applicant: Political subdivision or state agency: Political Subdivision Name: Glenn Brown Title: City Manager Organization: City of College Station Mailing Address: P.O. Box 9960, College Station, TX 77842

2. Project Manager: Name: Kendall Fogle Title: Transportation Planner Telephone Number: (979) 764-3556 Ext. _____ Fax Number: (979) 764-3495 Email: kfogle@cstx.gov

[X] SRTS Plan has been completed for the school(s) or school district and is attached (required).

3. Has applicant previously been awarded an SRTS project? Yes [] No [X] If Yes, has the project been successfully completed? Yes [] No [] If No, briefly explain:

Does the local school(s) or school district have a policy that prohibits or discourages bike & pedestrian travel to school? [] Yes [X] No

4. If Yes, what measures are proposed to change this policy?

5. Has a local resolution endorsing the project and committing to provide any maintenance requirements of the city or county been issued and included with this application? Yes [X] No []

6. Specific Location of Proposed Improvement Project:

[] Sketch, map, or aerial photo of project limits attached: (Photographs, cross sections and typical sections may be provided)

School(s) or District: College Station ISD City/County: City of College Station TxDOT District: Bryan

7. Which SRTS category(ies) does your project address (check all that apply):

- [X] Sidewalk Improvements [] Ped/Bike Crossing Improvement [] On-Street Bike Facilities [] Traffic Diversion [] Off-Street Bike/Ped Facilities [] Traffic Calming (off-system only) [] Secure Bicycle-Parking Facilities

8. Briefly Describe Project Purpose:

There are currently several gaps in the sidewalk system around Oakwood Intermediate School and A&M Consolidated Middle School. The children from the neighborhood that walk/bike to school have to do so either on the street or in ditch along the street. The purpose of this project is to complete the sidewalk where these gaps exist.

Note: The left "Points" column is intended to provide the applicant information on the points assigned to each section and subsection and is for administrative use during scoring only.

Points	9. Identify the Problem(s): <i>(Describe the principle problem(s) below with details on Attachment A)</i>		Attachment A Provided
25	A	There are three gaps in the sidewalk system that connect A&M Consolidated Middle School and Oakwood Intermediate School to the adjacent neighborhood. These gaps exist along Anna Street and Holick Drive.	<input checked="" type="checkbox"/>
40	B	10. Identify the Solution(s): <i>(Provide statement of principle project solution(s) addressing the problem with details on Attachment B)</i> The solution to the problem will involve constructing just over 1,100 feet of sidewalk and curb ramps to complete these gaps.	<input type="checkbox"/>
10	C	11. Do you have measures for success and supporting SRTS Plan activities? <i>(Describe how the project will be measured and supported by other Plan activities on Attachment C)</i> Yes	<input type="checkbox"/>
10	D	12. Describe Local Support: <i>(Describe how the project will benefit the community and the support of agency and citizens with details on Attachment D)</i>	<input type="checkbox"/>
15	E	13. Proposed Project Cost:	Estimated Cost:
		Preliminary Engineering: Environmental Clearance and PS&E Development*	5,500
		ROW and Utilities *	0
		Construction (Total from Attachment E)	55,300
		Contingencies	8,200
		Total Project Cost <i>(Provide cost estimate details on Attachment E)</i>	69,000

*Include an estimate of these costs. Costs should not be included in the detailed construction cost estimate (Appendix C).

A+B+C+ D+E	<p>An agency representative of the “applicant” must sign the application. The undersigned affirms that the statements made are correct and complete to the best of the applicant’s knowledge and that the applicant agrees to participate in the post-construction evaluation process. The signatory also affirms their authorization to undertake a Federal Aid project.</p>	
<hr/> 100	<p>14. Political Subdivision or State Agency Official <i>(required):</i></p> <p>Name: <u>Glenn Brown</u> Date: <u>5/25/2007</u> (mm/dd/yy)</p> <p>Title: <u>City Manager</u></p> <p>Signature: _____</p> <hr/> <p>TxDOT District Engineer Signature <i>(required for on-system road improvement only):</i></p> <p>Name: <u>N/A</u> Date: _____ (mm/dd/yy)</p> <p>Title: _____</p> <p>Signature: _____</p>	

Attachment A — Problem Identification

Use Attachment A to demonstrate the need for the project. If documentation such as sketches, pictures, maps, exhibits, diagrams, and tables are submitted, they must be referenced in the text and numbered sequentially. (If filling out by hand, separate sheet may be used if more room is needed.)

<u>Points</u>		
10	A -1	<p>1. Describe the potential safety problem(s) in detail by indicating the obstacles (physical or perceived) to walking and/or biking to and from school(s), such as:</p> <ul style="list-style-type: none"> • On-street parking • Posted speed limits • Commercial driveways/railroads/intersections • Width of intersection or roadway • Width of shoulder, sidewalk and/or trail • Missing links, lack of facility, restrictive barriers • Potential users are not traveling due to perceived risk • Recent changes in adjacent land-use and/or development • Possible storm water drainage design issues <p>Currently, there are three gaps in the sidewalk system along Anna Street and Holik Drive between Oakwood Intermediate School and A&M Consolidated Middle School. These gaps limit the accessibility between the schools and the surrounding neighborhoods. In addition, because the school is located in close proximity to Texas A&M University and the College Station Conference Center, there is a significant amount of on-street parking around the schools. Therefore, there is not a safe location for children to bike on-street, and pedestrians must either walk in the street or in the grass (much of which is within a drainage ditch).</p>
5	A -2	<p>2. Identify risks or hazards facing children who bike and/or walk to school and how they will be addressed by the proposed project. If crashes or incidents have occurred, identify date, time, frequency, type, and severity of crashes that will be addressed by the proposed project. Other information, such as health statistics may also be included as supporting documentation.</p> <p>While there have been no documented crashes between vehicles and pedestrians around these schools, completing these gaps in the sidewalk system would improve safety and likely encourage parents who do not let their children walk to school, consider walking a viable alternative.</p>
3	A -3	<p>3. Describe the student population. Example: What is the percentage of children who currently walk or bike to and from your school(s)? Complete Appendix A: <i>CURRENT ENVIRONMENT (PRE-PROJECT)</i> for each school (included in this application).</p> <p>Because these schools are not elementary schools, they serve a larger geographical area than just the surrounding neighborhoods. With that, about half of the children access the school everyday by bus. About ten percent of the students live within a mile of the schools, and it is estimated that less than half of these children walk/bike to school. We believe that with enhanced walking/bikding facilities and encouragement this number could be significantly increased.</p>
5	A -4	<p>4. Identify current and potential safe walking and biking routes to schools. (Please see Appendix E of the <i>SRTS Program Guidance and Application Instructions</i> for assistance in determining safe routes.)</p>
2	A -5	<p>5. Was an engineering study of the <i>problem</i> conducted? If yes, please explain and attach a copy. Provide pedestrian signal warrant analysis for intersections, traffic studies, etc, when applicable.</p>

		The Bryan-College Station MPO conducted a Safe Routes to School assessment (attached).
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Attachment B – Proposed Improvement Project

Use Attachment B to describe how the proposed project will improve the safety and encourage biking and walking to school. The connection between the problem(s) and the proposed solution(s) must be clearly demonstrated. If documentation such as sketches, pictures, maps, exhibits, diagrams, and tables are submitted, they must be referenced in the text and numbered sequentially. (If filling out by hand, separate sheet may be used if more room is needed.)

Points		
20	B - 1	<p>1. Describe how the proposed project improves safety within two miles of your school(s), with respect to the identified problem(s), including the potential to reduce child injuries and fatalities.</p> <p>The proposed project would construct just over 1,000 feet of sidewalk to complete three existing gaps in close proximity to the school. While there has not been documented accidents between pedestrians/cyclists and automobiles in this area, it is expected that this project will improve the safety and significantly reduce the exposure of future accidents.</p>
8	B - 2	<p>2. Describe how the student population will be affected by the implementation of this infrastructure project. Example: What is the anticipated percent increase of children who will walk or bike to school after the project is implemented? Complete Appendix B: <i>PROPOSED ENVIRONMENT (POST-PROJECT)</i> for each school (included in this application).</p> <p>It is anticipated that the greatest impact of this project will be to increase the number of students that bike/walk to school. Since the two schools draw from the same zone, they have very similar demographics and will be treated as one. It is expected that there are currently about 5% of the students that walk to these school campuses daily. With the proposed improvements, it is expected that the number of students that walk will increase 150%.</p>
8	B - 3	<p>3. Describe any enforcement, encouragement and/or educational components related to your project, either existing or planned. If one or more of the components are not included, please explain why the component is not an integral part of the project.</p> <p>In past years, the City of College Station has worked with College Station Independent School District by facilitating Walk to School Day and by providing bike/pedestrian safety training to students. It is anticipated that these programs would continue in the future. If this project is selected for funding, the City will emphasize these programs at the Oakwood Intermediate School and A&M Consolidated Middle School campuses.</p>
4	B - 4	<p>4. Describe the existing and expected land-use changes, such as new schools, housing and/or commercial developments, which would impact the amount of bicycle and pedestrian travel. For example, a new 100 home subdivision is being built next to an elementary school on a heavily traveled arterial roadway without connecting sidewalks or 100,000 square feet of additional retail is expected to be constructed at the intersection northwest quadrant in the next five years. Please include relevant sections of a comprehensive plan or bicycle and pedestrian plan, if available.</p> <p>The area surrounding these campuses is built out and the existing land uses are not anticipated to change. The adjacent historic neighborhood is experiencing gentrification with the number of families with children increasing, therefore incrementally increasing the number of students that could bike/walk to school.</p>

Attachment C – Project Measurement

Use Attachment C to describe the desired outcomes of the project and how the project will be evaluated in order to determine its' success. (If filling out by hand, separate sheet may be used if more room is needed.)

<u>Points</u>	
10	<p style="margin-left: 20px;">C – 1</p> <p>1. Describe how the project will be measured and evaluated. Measurements may include before and after data such as the following:</p> <ul style="list-style-type: none"> • Total number of students reached • Number of students biking • Number of students walking • Number of students busing • Number of students driven • Number of new partnerships developed • Safety improvement analysis • Letters of appreciation • Survey of parental approval/support <p>The best way to measure success will be to measure the number of pedestrians that walk to school along these corridors before and after. In addition, although there have not been vehicle/pedestrian crashes in this area, the safety of the children that walk to school will be increased. The city currently works with CSISD to encourage walking to school by participating in Walk to School Day, as well as education programs in the school.</p>

Attachment D – Project Support

Use Attachment D to describe the project partners and the collaboration that has been created to ensure the success of the project. (If filling out by hand, separate sheet may be used if more room is needed.)

<u>Points</u>		
3	D - 1	<p>1. Is the project location(s) on designated route(s) in a local or regional bicycle, pedestrian, and/or trails transportation plan in addition to your Safe Routes to School Plan? Please provide details and relevant sections of the supporting plans.</p> <p>Anna Street is included as a bike route on the College Station Bikeway and Pedestrian Master Plan. While the City of College Station does not have a pedestrian plan for on-street pedestrian facilities (i.e. sidewalks), the city's design guidelines reflect sidewalk on both sides of all thoroughfares. This project would bring these streets into compliance with these guidelines.</p>
2	D - 2	<p>2. Indicate if there are any other programmed or planned transportation projects adjacent to the proposed project that would impact the function of the proposed safety improvement. Provide the time frames for construction and completion for the programmed or planned projects.</p> <p>If there are no other programmed or planned projects applicable to this proposed project, please note that information in the narrative and provide an explanation as to how this proposed project is part of your overall SRTS plan.</p> <p>Many streets in the adjacent neighborhood have been recently reconstructed to include curb/gutter cross sections with sidewalks. This project is currently under construction and should be completed within six months of this application.</p>
2	D - 3	<p>3. Describe any supporting or participating organizations, local agencies, and/or citizen support. (Possible project partners may include school officials, local traffic engineers, law enforcement agencies, public health agencies or organizations, school-based associations, local elected officials, nonprofit groups, bicycle clubs, local businesses and other community groups). Please attach any relevant documentation for the proposed safety improvement, such as letters, petitions, and any required resolutions from boards, councils, and regional planning agencies.</p> <p>The following organizations are participating/supporting this proposal: City of College Station College Station Independent School District Bryan-College Station Metropolitan Planning Organization Oakwood Intermediate School Parent/Teacher Organization A&M Consolidated Middle School Parent/Teacher Organization</p>
3	D - 4	<p>4. Describe plans to provide maintenance and ongoing funding, if needed, to ensure the continued success of the project and the parties responsible for supporting the project.</p> <p>The City of College Station will assume ownership and maintenance of these sidewalks once they are constructed.</p>

Attachment E – Project Cost

Use Attachment E to describe the project cost. (If filling out by hand, separate sheet may be used if more room is needed.)

Points		
15	E - 1	<p>Provide detailed construction cost estimate information presently available. Use Appendix C: "Detailed Construction Cost Estimate," included in this application (an example construction cost estimate is also provided). Please note: while all authorized project costs are eligible for federal reimbursement and must be shown in Section E of the application, the amount of project award will only be for construction cost. If applicable, please list any additional funding resources available that will augment the infrastructure project and describe how these funds will be allocated.</p> <p>\$55,300</p>

**APPENDIX A:
CURRENT ENVIRONMENT (PRE-PROJECT)**

School Name	Grades	# of Students	% of Students Eligible for Free or Reduced Meals	% of Students			% of Students Who Presently:			
				Living w/in 2 miles of school	Living w/in 1 mile of school	Not Eligible for Bus	Walk to School	Bike to School	Driven to School	Take Bus to School
Oakwood Intermediate School	5-6	612	191	21	8	21	2	3	40	55
A&M Consolidated Middle School	7-8	614	162	23	10	23	3	4	48	45

**APPENDIX B:
PROPOSED ENVIRONMENT (POST-PROJECT)**

School Name	% of Students Who Utilize Remote Drop Offs w/in 1 Mile of School	Post Project Implementation			
		% of Students Expected To:			
		Walk to School	Bike to School	Driven to School	Take Bus to School
Oakwood Intermediate School	1	4	5	36	55
A&M Consolidated Middle School	1	6	6	43	45

APPENDIX C:
Detailed Construction Cost Estimate
(see example on following page)

Item			Unit Price (\$)	Requested SRTS Funding (\$)	Committed Local Funds (\$)	Total Cost (\$)
0.25 Mile Sidewalk Project	Qty	Unit				
Prep Right of Way						
Clearing and Grubbing	1,120	LF	1	1,120	1,120	0.00
Grading	400	SY	9	3,600	3,600	0.00
Materials						
Concrete Sidewalks (4")	805	SY	36	28,980	10,280	18,700
Curb Ramps	11	EA	750	8,250	8,250	8,250
Seeding	1,000	SY	5	5,000	5,000	5,000
Block Sodding	225	SY	6	1,350	1,350	1,350
Other Construction Expenses						
Mobilization	1	LS	5,000	5,000	5,000	5,000
Traffic Control	1	MO	3,500	2,000	2,000	2,000
Totals				55,300	15,000	40,300



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

January 22, 2007

Safe Routes to School Program 2007 Program Call

To All Interested Parties:

The Texas Department of Transportation (TxDOT) is pleased to announce the 2007 Program Call for project proposals for the Safe Routes to School (SRTS) Program. The attached January 19, 2007 Texas Register notice contains program call specifics.

The SRTS Program is a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The department must receive completed applications at the location specified in the register notice no later than **5:00 p.m., Friday, May 25, 2007**.

Information regarding the program, program guide and application forms are available from the TxDOT district offices, the web site http://www.dot.state.tx.us/services/traffic_operations/safe_routes_to_school/default.htm or by contacting the Traffic Operations Division at (512) 416-3118, or by E-mail at trftepgm@dot.state.tx.us.

Sincerely,

Original Signed By

Carlos A. Lopez

Carlos A. Lopez, P.E., Director
Traffic Operations Division

Attachment

bcc: Texas Transportation Commission

ADM

All District Engineers

All Traffic Engineers

All Safe Routes to School POCs

Printer-Friendly Page:

http://www.dot.state.tx.us/services/traffic_operations/safe_routes_to_school/safe_routes.htm

Generated on: May 9, 2007 at 10:17AM CST



TEXAS DEPARTMENT OF TRANSPORTATION

Safe Routes to School (SRTS) Program Information

SRTS Fast Facts

- Texas will receive approximately \$40 million (FY05-09).
- Approved projects will be federally funded at 100 percent.
- Eligible applicants include state, local and regional agencies, nonprofits and public schools.
- Primary beneficiaries must be K-8 grade students.
- Infrastructure projects must be within two miles of a school and on public property or private land with legal public-access easements.
- Competitive application process administered by TxDOT.
- Award recipients must comply with federal and state funding requirements.



The Purpose of SRTS

SRTS programs enable and encourage children, including those with disabilities, to walk and bicycle to school. The programs make walking and biking to school safe and more appealing. SRTS projects and activities improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of primary and middle schools (grades K-8). Communities will be able to use the funds to address hazards and slow traffic on roads that serve schools, as well as to build pathways, bike lanes and sidewalks near schools.

SRTS Program Background

SRTS, contained in the 2005 federal transportation bill [SAFETEA-LU](#), is designed to enable school children to walk or bike to school in a safe, secure environment and provide a healthy alternative to riding the bus or being driven to school. The legislation makes available \$612 million in federal funds over five fiscal years. Each state receives a portion of the funds based on its percentage of the national total of school-aged children in grades K-8. Texas anticipates receiving approximately \$40 million in SRTS funding between 2005 to 2009.

House Bill 2204 established the Texas SRTS program in 2001, which is managed through the TxDOT Traffic Operations Division. TxDOT sponsored 27 infrastructure-related SRTS projects totaling more than \$5 million during the initial program call. The new federal program is similar to the Texas SRTS program with three notable differences:

- The new SRTS program is a 100 percent federally funded **cost reimbursement** program, which means that no local match is required.
- The new SRTS program is limited to schools serving grades K-8.
- A minimum of 10 percent and a maximum of 30 percent of the states allocation is available for non-infrastructure-related activities such as education, encouragement and enforcement.

License Plate Sales Help SRTS

In addition to new federal funds, Texas law dedicates revenue from two specialty license plates, [God Bless Texas](#) and [God Bless America](#), to the Safe Routes to School Program. To date, sales of these plates have generated about \$482,000 that will also be used for STRS.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A GRANT APPLICATION FOR THE OAKWOOD INTERMEDIATE SCHOOL AND A&M CONSOLIDATED MIDDLE SCHOOL PEDESTRIAN IMPROVEMENTS PROJECT AS THE CITY OF COLLEGE STATION CANDIDATE PROJECT FOR THE SAFE ROUTES TO SCHOOL PROGRAM.

WHEREAS, on August 10, 2005, President George W. Bush signed the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and,

WHEREAS, SAFETEA-LU provides for the Safe Routes to School Program to enable school children to walk or bike to school in a safe, secure environment and provide a healthy alternative to riding the bus or being driven to school; and,

WHEREAS, on May 25, 2007, all Safe Routes to School Program grant applications for funding are due to the Texas Department of Transportation; and,

WHEREAS, the City of College Station desires to submit to the State a grant application for funding through the Safe Routes to School Program for the Oakwood Intermediate School and A&M Consolidated Middle School Pedestrian Improvements Project (the "Candidate Project"); and,

WHEREAS, there is no local match requirement for Safe Routes to School Program candidate projects, but the provision of a local match reflects the community's support of candidate projects; and,

WHEREAS, the City of College Station desires to provide \$15,000.00 of local matching funds made available from the Streets, Traffic, Sidewalks, and Trails Capital Improvement Projects Fund for the Candidate Project; and,

WHEREAS, if the Candidate Project is selected and constructed, the City of College Station will be responsible for maintenance of the facility; and,

WHEREAS, on May 17, 2007, the Candidate Project was presented to and endorsed by the College Station Planning and Zoning Commission; 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 hereby authorizes the submittal of a grant application for funding through the Safe Routes to School Program for the Oakwood Intermediate School and A&M Consolidated Middle School Pedestrian Improvements Project.

PART 2: That the City Council hereby authorizes and designates the City Manager to sign the Safe Routes to School Program application form on behalf of the City of College Station.

PART 3: That the City Council hereby acknowledges its requirement to enter into an agreement with the Texas Department of Transportation upon acceptance of the Safe Routes to School Program.

PART 4: That the City Council hereby approves a local funding match not to exceed \$15,000.00.

PART 5: That the funding for this Project shall be as budgeted from the Streets, Traffic, Sidewalks, and Trails Capital Improvement Projects Fund, not to exceed \$15,000.00.

PART 6: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this twenty-fourth day of May A.D. 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

**May 24, 2007
Consent Agenda
Annual PVC Pipe and Fittings**

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of PVC pipe and fittings maintained in inventory to Stuart C. Irby for \$40,595.65; H. D. Supply for \$32,810.00 and KBS for \$40,090.00 for total annual estimated expenditures of \$113,495.65. Bid #07-65.

Recommendation(s): Recommend award to the lowest, responsible bidder meeting specifications per group, as follows, with annual estimated expenditures totaling \$113,495.65.

I.	Stuart C. Irby	Group I & III	\$40,595.65
II.	H. D. Supply	Group II A	\$32,810.00
III.	KBS Supply	Group II B	\$40,090.00

TOTAL **\$113,495.65**

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: Eight (8) bids were solicited. Four (4) sealed, competitive bids were received and opened on April 11, 2007. 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 #07-65

**ANNUAL PRICE AGREEMENT AND SPECIFICATIONS FOR PVC PIPE & FITTINGS
 BID TABULATION #07-65
 ELECTRICAL**

11-Apr-07

					Stuart C. Irby TX	Austin Mike Abel	H D Supply Kerrville, TX Jason Leake	KBS Electric Dist. Bryan, TX Marvin Oldham	Techline Austin, TX Kelly McGill			
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Group I: PVC Fittings												
Item No	Annual Est. Qty.	UO M	Inventory #	Description								
1	100	ea	285-019-00001	PVC, Sch 40, 90 Degree, Bend, 1" Carlon #UA9CF or equal (Inventory #285-019-00001)	\$2.45	\$245.00	\$4.52	\$452.00	\$3.32	\$332.00	\$2.60	\$260.00
2	320	ea	285-019-00002	PVC, Sch 40, 45 Degree, Bend, 2" Carlon #UA7CJ or equal (Inventory #285-019-00002)	\$2.10	\$672.00	\$4.01	\$1,283.20	\$2.97	\$950.40	\$2.24	\$716.80
3	1000	ea	285-019-00003	PVC, Sch 40, 90 Degree, Bend, 2" Carlon #UA9CJ or equal (Inventory #285-019-00003)	\$2.78	\$2,780.00	\$5.27	\$5,270.00	\$3.99	\$3,990.00	\$2.96	\$2,960.00
4	25	ea	285-019-00004	PVC, Sch 40, 45 Degree, Bend, 4" Picoma #MUA7AN or equal (Inventory #285-019-00004)	\$6.25	\$156.25	\$7.50	\$187.50	\$6.00	\$150.00	\$6.64	\$166.00
5	260	ea	285-019-00005	PVC, Sch 40, 90 Degree, Bend, 4" Carlon #UA9AN or equal (Inventory #285-019-00005)	\$6.40	\$1,664.00	\$7.21	\$1,874.60	\$6.24	\$1,622.40	\$6.89	\$1,791.40
6	100	ea	285-019-00006	PVC, Sch 40, Coupling, 1" Carlon #E940F or equal (Inventory #285-019-00006)	\$0.15	\$15.00	\$0.190	\$19.00	\$0.16	\$16.00	\$0.15	\$15.00
7	4000	ea	285-019-00007	PVC, Sch 40, Coupling, 2", Long type Carlon #E941J or equal (Inventory #285-019-00007)	\$1.32	\$5,280.00	\$0.70	\$2,800.00	\$0.90	\$3,600.00	\$1.40	\$5,600.00
8	500	ea	285-019-00008	PVC, Sch 40, Coupling, 4", Long type Carlon #E941N or equal (Inventory #285-019-00008)	\$6.90	\$3,450.00	\$0.75	\$375.00	\$2.79	\$1,395.00	\$7.34	\$3,670.00
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)	\$7.00	\$140.00	\$14.89	\$297.80	\$6.52	\$130.40	\$7.44	\$148.80
10	20	ea	285-019-00015	PVC, Sch 40, Coupling, 6" Carlon #E940R or equal (Inventory #285-019-00015)	\$4.92	\$98.40	\$5.43	\$108.60	\$5.40	\$108.00	\$5.24	\$104.80
11	20	ea	285-019-00016	PVC, Sch 40, Elbow, 90 Degree Bend, 6" Carlon #UC9FRB or equal (Inventory #285-019-00016)	\$27.85	\$557.00	\$22.22	\$444.40	\$47.74	\$954.80	\$29.93	\$598.60
13	100	ea	285-019-00019	PVC, Sch 40, Elbow, 90 Degree Bend, 3" Carlon #UC9DLB or equal (Inventory #285-019-00019)	\$11.00	\$1,100.00	\$4.51	\$451.00	\$10.97	\$1,097.00	\$12.49	\$1,249.00
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)	\$12.95	\$647.50	\$24.41	\$1,220.50	\$17.15	\$857.50	\$13.75	\$687.50
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)	\$17.65	\$529.50	\$39.11	\$1,173.30	\$28.80	\$864.00	\$18.75	\$562.50
18	400	ea	285-019-00029	Plugs w/Pull Tabs, 2" Carlon #P258JT or equal (Inventory #285-019-00029)	\$0.56	\$224.00	\$1.06	\$424.00	\$0.86	\$344.00	\$0.56	\$224.00
19	100	ea	285-019-00030	Plugs w/Pull Tabs, 3" Carlon #P258LT or equal (Inventory #285-019-00030)	\$0.70	\$70.00	\$1.14	\$114.00	\$0.95	\$95.00	\$0.75	\$75.00
22	200	ea	285-019-00033	Sch 40 & 80, Non-metallic, End Caps, 2" Carlon #E958J or equal (Inventory #285-019-00033)	\$1.80	\$360.00	\$1.40	\$280.00	\$1.57	\$314.00	\$1.89	\$378.00
23	100	ea	285-019-00034	Sch 40 & 80, Non-metallic, End Caps, 3" Carlon #E958L or equal (Inventory #285-019-00034)	\$2.90	\$290.00	\$2.90	\$290.00	\$3.59	\$359.00	\$3.10	\$310.00
24	200	ea	285-019-00035	Sch 40 & 80, Non-metallic, End Caps, 4" Carlon #E958N or equal (Inventory #285-019-00035)	\$3.52	\$704.00	\$3.56	\$712.00	\$7.40	\$1,480.00	\$3.75	\$750.00
25	100	ea	285-019-00036	Sch 40 & 80, Non-metallic, End Caps, 6" Carlon #E958R or equal (Inventory #285-019-00036)	\$5.70	\$570.00	\$5.55	\$555.00	\$11.44	\$1,144.00	\$6.06	\$606.00
26	300	ea	285-019-00037	Locknut, Male Adapter, 1" E-Line #LN100 or equal (Inventory #285-019-00037)	\$0.200	\$60.00		\$0.00	\$0.16	\$48.00	\$0.47	\$141.00
27	300	ea	285-019-00038	Bushing, Plastic, 1" E-Line #PB100 or equal (Inventory #285-019-00038)	\$0.35	\$105.00		\$0.00	\$0.15	\$45.00	\$0.47	\$141.00
28	300	ea	285-019-00039	PVC, Adapter, Male, 1" Carlon #PVF-MA100 or equal (Inventory #285-019-00039)	\$0.20	\$60.00	\$0.25	\$75.00	\$0.31	\$93.00	\$0.26	\$78.00
29	300	ea	285-019-00040	Locknut, Male Adapter, 2" E-Line #LN200 or equal (Inventory #285-019-00040)	\$0.500	\$150.00		\$0.00	\$0.47	\$141.00	\$1.32	\$396.00
30	300	ea	285-019-00041	Bushing, Plastic, 2" E-Line #PB200 or equal (Inventory #285-019-00041)	\$1.700	\$510.00		\$0.00	\$0.40	\$120.00	\$1.71	\$513.00
31	100	ea	285-019-00042	PVC, Male Adapter, 2" Carlon #PVF-MA200 or equal (Inventory #285-019-00042)	\$0.45	\$45.00	\$0.55	\$55.00	\$0.58	\$58.00	\$0.49	\$49.00
32	200	ea	285-019-00043	Locknut, Male Adapter, 4" E-Line #LN400 or equal (Inventory #285-019-00043)	\$1.70	\$340.00		\$0.00	\$2.44	\$488.00	\$8.84	\$1,768.00
33	200	ea	285-019-00044	Bushing, Plastic, 4" E-Line #PB400 or equal (Inventory #285-019-00044)	\$0.18	\$36.00		\$0.00	\$1.06	\$212.00	\$6.11	\$1,222.00
34	25	ea	285-019-00045	PVC, Male Adapter, 4" Carlon #PVF-MA400 or equal (Inventory #285-019-00045)	\$1.98	\$49.50	\$1.71	\$42.75	\$2.37	\$59.25	\$2.11	\$52.75
35	30	ea	285-019-00046	PVC, Male Adapter, 6" Carlon #PVF-MA600 or equal (Inventory #285-019-00046)	\$5.25	\$157.50	\$4.98	\$149.40	\$5.56	\$166.80	\$5.56	\$166.80
Group I Sub Total						\$21,065.65		\$18,654.05		\$21,234.55		\$25,400.95

Group II: PVC Pipe-Rigid & Flexible Conduit					Stuart C. Irby		H D Supply		KBS		Techline	
Item No	Annual Est. Qty.	UOM	Inventory #	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	5,000	ft	285-019-00009	PVC, Sch 40, Pipe, 1", 10 ft/section Carlon #49008 or equal (Inventory #285-019-00009)	\$ 0.210	\$1,050.00	\$ 0.230	\$1,150.00	\$ 0.290	\$1,450.00	\$ 0.21	\$1,050.00
2	50,000	ft	285-019-00010	PVC, Sch 40, Pipe, 2", 10 ft/section Carlon #49011 or equal (Inventory #285-019-00010)	\$ 0.420	\$21,000.00	\$ 0.380	\$19,000.00	\$ 0.550	\$27,500.00	\$ 0.46	\$23,000.00
3	10,000	ft	285-019-00011	PVC, Sch 40, Pipe, 4", 10 ft/section Carlon #49015 or equal (Inventory #285-019-00011)	\$ 1.18	\$11,800.00	\$ 1.06	\$10,600.00	\$ 1.340	\$13,400.00	\$ 1.28	\$12,800.00
4	1,000	ft	285-019-00012	PVC, Sch 40, Pipe, Gray, 6", 10 ft/sect Carlon #49017 or equal (Inventory #285-019-00012)	\$ 2.17	\$2,170.00	\$ 2.06	\$2,060.00	\$ 2.510	\$2,510.00	\$ 2.34	\$2,340.00
Group II A Sub Total						\$36,020.00		\$32,810.00		\$44,860.00		\$39,190.00

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)	\$ 3.40	\$20,400.00		\$0.00	\$2.98	\$17,880.00	\$ 3.81	\$22,860.00
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)	\$ 0.55	\$5,500.00		\$0.00	\$0.45	\$4,500.00	\$ 0.52	\$5,200.00
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)	\$ 0.88	\$13,200.00		\$0.00	\$0.77	\$11,550.00	\$ 0.96	\$14,400.00
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)	\$ 9.38	\$9,380.00		\$0.00	\$6.16	\$6,160.00	\$ 7.89	\$7,890.00
Group II B Sub Total						\$48,480.00		\$0.00		\$40,090.00		\$50,350.00

Group III: Intermediate Metal Conduit					Stuart C. Irby		H D Supply		KBS		Techline	
Item No	Annual Est. Qty.	UOM	Inventory #	Description	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)	\$ 1.450	\$1,450.00		\$0.00		No Bid		\$0.00
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)	\$ 2.960	\$8,880.00		\$0.00		No Bid		\$0.00
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)	\$ 5.300	\$1,060.00		\$0.00		No Bid		\$0.00
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)	\$ 7.100	\$3,550.00		\$0.00		No Bid		\$0.00
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)	\$ 22.950	\$4,590.00		\$0.00		No Bid		\$0.00
Group III Total						\$19,530.00		\$0.00		\$0.00		\$0.00
Vendor Grand Award Total						\$40,595.65		\$32,810.00		\$40,090.00		\$0.00

Project Grand Total \$113,495.65

Certification Acknowledged Addendum	Y	Y	Y	Y
	N/A	N/A	N/A	N/A

Total Staff Award Recommendation **\$113,495.65**

Designates Incomplete Bid

**May 24, 2007
Consent Agenda
Annual Water Meters and Registers**

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of water meters and registers maintained in inventory to Badger Meter Inc., for \$125,600.98 and Aqua-Metric Sales Co., for \$29,501.50 for total annual estimated expenditures of \$155,102.48. Bid #07-74.

Recommendation(s): Recommend award to the lowest, responsible bidder meeting specifications per section, as follows, with annual estimated expenditures totaling \$155,102.48.

I.	Badger Meter Inc.	Section I	\$125,600.98
II.	Aqua-Metric Sales Co.	Section II	\$29,501.50
TOTAL			\$155,102.48

Summary: These purchases will be made as needed during the term of the agreement. These items are maintained in the Water/Wastewater 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: Four (4) sealed, competitive bids were received and opened on April 27, 2007. Funds are budgeted and available in the Water/Wastewater Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation #07-74.

**WATER METERS
INVENTORY - WATER DIVISION
BID TABULATION #07-74**

27-Apr-07

		Section I - Direct Read Meters/Touch Read		BADGER METER, INC.		H.D. WATERWORKS		AQUA-METRIC		FERGUSON	
Item	Est.	Unit	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
No.	Qty.	Unit	Description	Price	Price	Price	Price	Price	Price	Price	Price
1	1800	ea.	5/8" x 3/4" direct read water meters	\$ 37.05	\$ 66,690.00	\$ 34.00	\$ 61,200.00	\$ 47.30	\$ 85,140.00	\$ 68.89	\$ 124,002.00
2	80	ea.	1" direct read water meters	\$ 84.55	\$ 6,764.00	\$ 85.00	\$ 6,800.00	\$ 102.50	\$ 8,200.00	\$ 215.83	\$ 17,266.40
3	50	ea.	1.5" direct read water meters	\$ 176.75	\$ 8,837.50	\$ 187.50	\$ 9,375.00	\$ 276.10	\$ 13,805.00	\$ 388.06	\$ 19,403.00
4	18	ea.	2" direct read water meters	\$ 235.00	\$ 4,230.00	\$ 281.00	\$ 5,058.00	\$ 407.10	\$ 7,327.80	\$ 601.67	\$ 10,830.06
5	32	ea.	5/8" x 3/4" tr/pl water meters	\$ 79.35	\$ 2,539.20	\$ 85.00	\$ 2,720.00	\$ 101.40	\$ 3,244.80	\$ 156.89	\$ 5,020.48
6	2	ea.	2" compound water meters w/strainer	\$ 1,148.05	\$ 2,296.10	\$ 1,102.00	\$ 2,204.00	\$ 1,447.50	\$ 2,895.00	\$ 1,980.48	\$ 3,960.96
7	5	ea.	3" compound water meters w/strainer	\$ 1,295.19	\$ 6,475.95	\$ 1,794.00	\$ 8,970.00	\$ 1,821.20	\$ 9,106.00	\$ 3,487.62	\$ 17,438.10
8	1	ea.	4" compound water meters w/strainer	\$ 1,940.45	\$ 1,940.45	\$ 2,506.00	\$ 2,506.00	\$ 2,927.80	\$ 2,927.80	\$ 4,336.01	\$ 4,336.01
9	1	ea.	2" turbine water meter	\$ 425.18	\$ 425.18	\$ 386.00	\$ 386.00	\$ 622.75	\$ 622.75	\$ 1,026.67	\$ 1,026.67
10	2	ea.	3" turbine water meter	\$ 499.50	\$ 999.00	\$ 579.00	\$ 1,158.00	\$ 917.50	\$ 1,835.00	\$ 1,273.33	\$ 2,546.66
11	1	ea.	4" turbine water meter	\$ 682.30	\$ 682.30	\$ 1,022.00	\$ 1,022.00	\$ 1,780.50	\$ 1,780.50	\$ 2,457.20	\$ 2,457.20
12	43	ea.	1.5" tr/pl water meter	\$ 246.75	\$ 10,610.25	\$ 289.00	\$ 12,427.00	\$ 316.00	\$ 13,588.00	\$ 465.83	\$ 20,030.69
13	3	ea.	1" tr/pl water meter	\$ 154.55	\$ 463.65	\$ 147.00	\$ 441.00	\$ 153.20	\$ 459.60	\$ 230.28	\$ 690.84
14	3	ea.	2" tr/pl water meter	\$ 305.00	\$ 915.00	\$ 375.00	\$ 1,125.00	\$ 439.00	\$ 1,317.00	\$ 643.33	\$ 1,929.99
15	24	ea.	Direct Read - Read in Thousands 3" Meter	\$ 488.85	\$ 11,732.40	\$ 607.00	\$ 14,568.00	\$ 700.00	\$ 16,800.00	\$ 942.90	\$ 22,629.60
Sub Total					\$ 125,600.98		\$ 129,960.00		\$ 169,049.25		\$ 253,568.66
Section II - Registers											
16	5	ea.	Touch read register for 5/8" x 3/4" meter	No Bid	No Bid	No Bid	No Bid	\$ 63.20	\$ 316.00	\$ 77.68	\$ 388.40
17	5	ea.	Touch read register for 1" meter	No Bid	No Bid	No Bid	No Bid	\$ 63.20	\$ 316.00	\$ 77.68	\$ 388.40
18	5	ea.	Touch read register for 4" to 6" compound	No Bid	No Bid	No Bid	No Bid	\$ 156.61	\$ 783.05	\$ 199.26	\$ 996.30
19	5	ea.	Touch read register for 4" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 156.61	\$ 783.05	\$ 199.26	\$ 996.30
20	5	ea.	Touch read register for 2" to 3" meters	No Bid	No Bid	No Bid	No Bid	\$ 156.61	\$ 783.05	\$ 199.26	\$ 996.30
21	5	ea.	Touch read register for 1.5" meters	No Bid	No Bid	No Bid	No Bid	\$ 63.20	\$ 316.00	\$ 77.68	\$ 388.40
22	5	ea.	Touch read register for 2" meters	No Bid	No Bid	No Bid	No Bid	\$ 63.20	\$ 316.00	\$ 77.68	\$ 388.40
23	5	ea.	Touch read register for 1.5" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 156.61	\$ 783.05	\$ 199.26	\$ 996.30
24	5	ea.	Touch read register for 3" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 156.61	\$ 783.05	\$ 199.26	\$ 996.30
25	5	ea.	Measuring chamber for 2" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 289.50	\$ 1,447.50	\$ 365.50	\$ 1,827.50
26	5	ea.	Measuring chamber for 3" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 325.75	\$ 1,628.75	\$ 411.10	\$ 2,055.50
27	5	ea.	Measuring chamber for 4" turbo meters	No Bid	No Bid	No Bid	No Bid	\$ 651.30	\$ 3,256.50	\$ 822.20	\$ 4,111.00
28	5	ea.	Rebuild kit, 2" complete for compound tr/pl	No Bid	No Bid	No Bid	No Bid	\$ 877.10	\$ 4,385.50	\$ 1,102.00	\$ 5,510.00
29	5	ea.	Rebuild kit, 3" complete for compound tr/pl	No Bid	No Bid	No Bid	No Bid	\$ 1,201.80	\$ 6,009.00	\$ 1,511.11	\$ 7,555.55
30	5	ea.	Rebuild kit, 4" complete for compound tr/pl	No Bid	No Bid	No Bid	No Bid	\$ 1,519.00	\$ 7,595.00	\$ 1,910.88	\$ 9,554.40
Sub Total					\$ -		\$ -		\$ 29,501.50		\$ 37,149.05
Grand Total					\$ 125,600.98		\$ 129,960.00		\$ 198,550.75		\$ 290,717.71
Vendor Award Total					\$ 125,600.98				\$ 29,501.50		
\$155,102.48		Total Award									
Manufacturer				Badger Meters		Neptune Technology		Sensus		Sensus	

May 24, 2007
Consent Agenda
Resolution authorizing Mayor to sign Notice of Election
for runoff election to be held June 23, 2007

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion authorizing the Mayor to sign the notice of election designating the hours and polling place locations for the runoff election to be held on June 23, 2007 for the purpose of electing a councilmember to fill an unexpired term for Place 1.

Recommendation: Staff recommends approval.

Summary: The City Charter requires a runoff election if no candidate for a particular office receives more than 50 percent of the votes cast for the office. City Council at its February 8th regular meeting authorized the date of June 23rd for a runoff election.

The runoff election will include one early voting location and five Election Day locations.

Early Voting: June 11 through June 19: City Hall Council Chambers

Election Day: City Hall: Precinct Nos. 8, 9, 10A, 10B, 20, 21, 24, 34

Larry J. Ringer Library: Precinct Nos. 2C, 31, 32, 33, 35A, 35B, 72, 74

Cypress Grove Intermediate School: Precinct Nos. 2B, 39, 80,

Aldersgate Methodist Church: Precinct 40

Pebble Creek Elementary: Precinct No. 41, 68

Budget & Financial Summary: The estimated cost of the runoff election is approximately \$20,000 to \$30,000. Funds are available in the General Fund contingency account to cover these expenditures. Contingency transfers over \$15,000 must be approved by Council. A contingency transfer request will be brought to Council in the near future to allocate contingency funds in the City Secretary's Budget to cover these expenses.

Attachments:

Resolution

Notice of Election

24 May 2007
Consent Agenda
Banner Resolution for Scott & White

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Presentation, possible action and discussion on a resolution authorizing a banner for Scott & White Clinic in recognition of their 20th anniversary.

Recommendation(s): Staff recommends adopting the resolution as submitted.

Summary: This resolution allows Scott & White to erect and display a 12' x 36' banner on the east side of their College Station campus from 25 May until 30 September in recognition of their 20th anniversary this summer.

Section 7.4.E.1 of the City of College Station Unified Development Ordinance (UDO) exempts banners from UDO regulations where there has been a resolution of the City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; and (c) creates a positive community spirit.

Budget & Financial Summary: N/A

Attachments:

1. Letter from Scott & White
2. Resolution



SCOTT & WHITE

May 8, 2007

To Whom It May Concern:

Scott & White Clinic in College Station respectfully requests of the City of College Station permission to erect a 12' x 36' sign and supporting structure on the east-facing side of the clinic campus at the intersection of University Drive and the Highway 6 Bypass beginning May 25, 2007 through September 30, 2007.

The proposed sign is intended to acknowledge that Scott & White is proud to have been present and rendering healthcare services in the Brazos Valley for 20 years. The proposed sign depicts a birthday cake with candles atop that reads 20 Years, and the text on the sign reads *Celebrating 20 Years of Excellence in the Brazos Valley*.

Scott & White Clinic in College Station submits that, in accordance with Unified Development Ordinance (UDO) Article 7, Section 4, Part E, No. 12, Letter B, the proposed sign will be erected to depict an accomplishment of an individual or group and respectfully requests that it be considered for exemption from the requirements of the UDO.

Should you have any questions or would like to request further information, please feel free to contact the following representative of Scott & White College Station:

Lyssa Hamilton
Marketing Manager
Scott & White College Station
1600 University Drive East
College Station, TX 77840
Phone: 979-691-3558
Email: lhamilton@swmail.sw.org

Thank you for your kind consideration.

Lyssa Hamilton

"Things Are Different Here"

SCOTT & WHITE CLINIC
An Association Affiliated
With Scott and White
Memorial Hospital and
Scott, Sherwood and
Brindley Foundation

1600 University Drive East

**THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
COLLEGE OF MEDICINE**

College Station, Texas 77840

**COLLEGE STATION
CLINIC**

979-691-3300

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A BANNER DISPLAY THAT HONORS SCOTT & WHITE CLINIC'S 20TH ANNIVERSARY.

WHEREAS, Scott & White Clinic proposes to erect and display a banner on the east side of their campus at University Drive East and Earl Rudder Freeway South in College Station; and

WHEREAS, Scott & White Clinic is proud to have been present and rendering healthcare services in the Brazos Valley for 20 years; and

WHEREAS, the City of College Station recognizes Scott & White Clinic's 20th Anniversary this summer; and

WHEREAS, Section 7.4, subsection E, 12 of the City of College Station Unified Development Ordinance (UDO) exempts banners from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; and (c) creates a positive community spirit; now, therefore,

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

- (1) That the City Council hereby finds that the display of Scott & White Clinic's 20th Anniversary banner promotes a positive image for the City of College Station for the attraction of business or tourism; depicts an accomplishment of an individual or group; and creates a positive community spirit;
- (2) That the City Council hereby delegates City staff to approve the location of the banner.
- (3) That the City Council hereby allows the Scott & White 20th Anniversary banner to be displayed until September 30, 2007.
- (4) That this resolution shall take effect immediately from and after its passage.

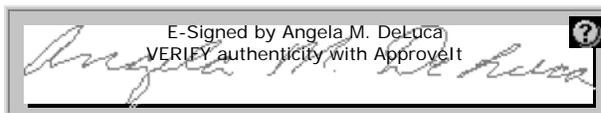
ADOPTED this 24th day of May, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

MAYOR



City Attorney

May 24, 2007
Consent Agenda Item #
Forestry Shop Construction Contract Bid Award

To: Glenn Brown, City Manager

From: Ric Ploeger, Assistant Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding contract number 07-184, a construction contract with JaCody Inc. Construction in the amount of \$779,152 for the construction of a Forestry shop; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends award of the contract to the lowest responsible bidder meeting specifications, JaCody Inc. Construction; and approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt. The contract includes Alternate #2 that provides concrete paving in place of the base bid Asphalt paving.

Summary: This contract is for the construction of a Forestry shop at Southeast Community Park; adjacent to the landfill at 7090 Rock Prairie Road. This park is currently undeveloped but will eventually have facilities similar to existing community parks such as Central Park, Southwood Athletic Park, and Bee Creek Park. The Forestry Shop will house 10 employees, related equipment, and supplies. The Forestry division is responsible for all tree related work, landscape maintenance, and irrigation maintenance on City of College Station property. Currently, the Forestry division occupies a 1776 sq. ft. portion of the Central Park shop. The new shop will be approximately 6,000 sq. ft and, when complete, the East District Parks Operations crew move into the vacated Forestry portion of the Central shop. Sealed competitive bids for Bid Number 07-71 were received from 3 contracting firms. The bid summary is attached. Funding for this project was approved in the 2003 Bond Issue.

Budget & Financial Summary: Funds in the amount of \$670,000 are budgeted for this project in the Parks Capital Improvement Projects Fund. Funds in the amount of \$40,708.52 have been expended or committed to date, leaving a balance of \$629,291.48. It is anticipated that the construction of this project will be \$779,152. The additional required funds in the amount of \$160,000 will be transferred from the Central Park Shop Renovation project that was scheduled for FY08. These funds will cover the construction contract and will include approximately \$10,000 for overhead and unforeseen expenses. This transfer will bring the budget for the New Forestry Shop project up to \$830,000. The appropriation of the additional funds will be presented on a future FY07 budget amendment.

The Central Park Shop Renovation project was part of the 2003 GOB authorization and was to be completed following the departure of the Forestry crew from the shop. However, as the Central Park Shop can continue to function without the renovation, the Parks Department has determined the completion of the New Forestry Shop to be a higher priority at this time. Furthermore, the location of the Central Park Shop is somewhat in question because of its appearance and location immediately adjacent to the City Centre site. Consideration of moving the shop will be considered in future Capital Budget Planning.

Attachments:

1. Resolution Awarding Bid
2. Resolution Declaring Intention to Reimburse Certain Expenditures
3. Bid Tabulation – Bid # 07-71
4. Project Location Map
5. Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE FORESTRY SHOP PROJECT AND AUTHORIZING THE EXPENDITURES OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited proposals for the construction phase of the Forestry Shop Construction Project; and

WHEREAS, the selection of JaCody, Inc., is being recommended as the lowest responsible bidder for the construction services related to the Forestry Shop Construction 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 JaCody, Inc., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with JaCody, Inc., for \$779,152 for the labor, materials, and equipment required for the improvements related to the Forestry Shop Construction. This includes Alternate #2 for all concrete paving in place of Asphalt paving.

PART 3: That the funding for this Contract shall be as budgeted from the Parks Capital Improvement Projects Fund in the amount of \$779,152.

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

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 \$730,000, 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 24th DAY OF MAY, 2007.

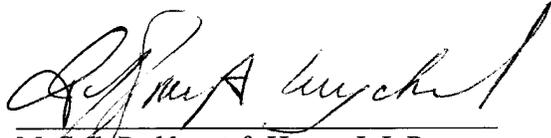
Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:

A handwritten signature in black ink, appearing to read "Robert A. Lynch". The signature is written in a cursive style with a large initial "R" and "L".

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

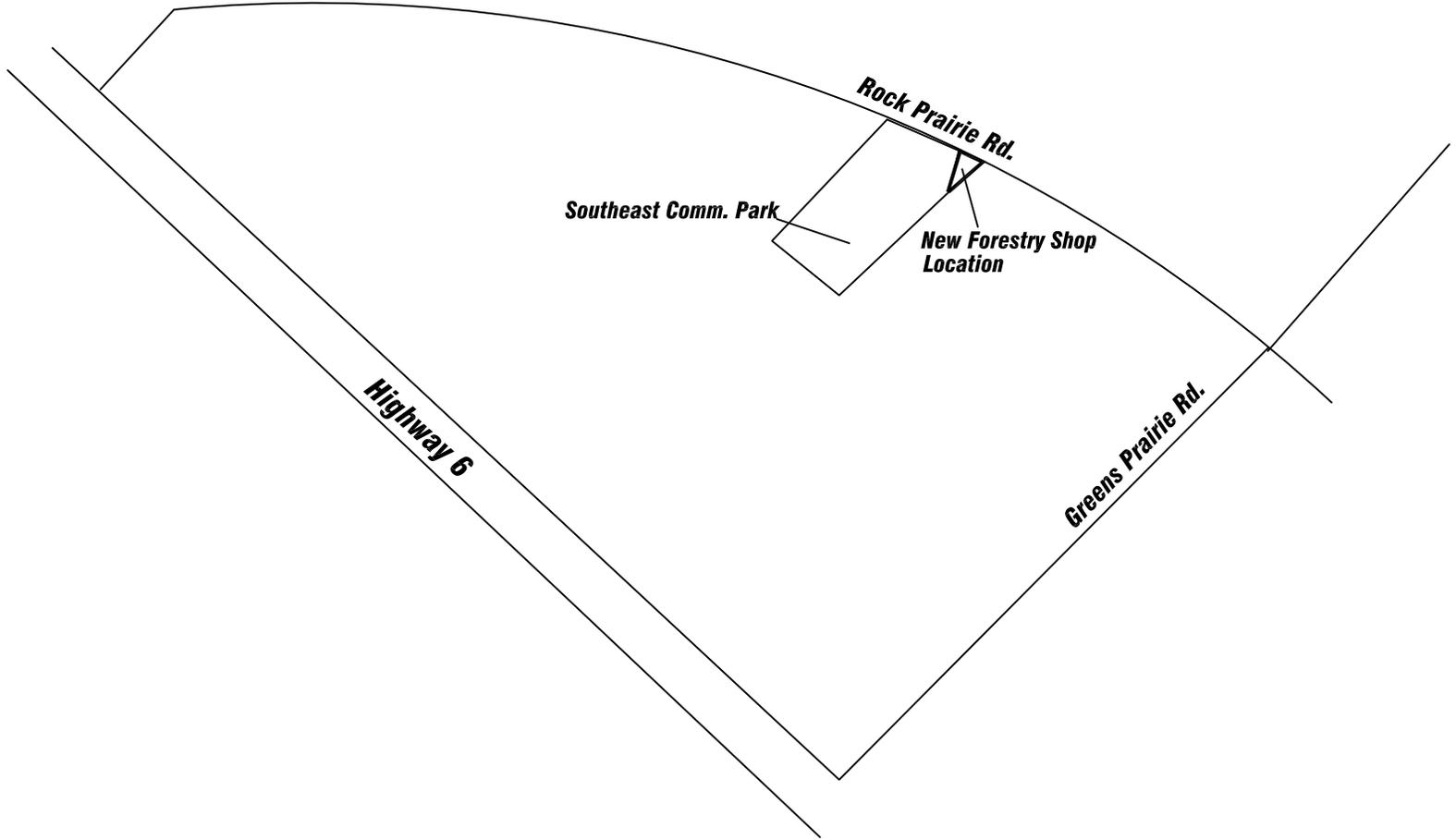
Exhibit "A"

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

New Forestry Shop Construction

**Bid No. 07-71
Forestry Shop
Rock Prairie Road**

	Bryan Construction	Dudley Construction	JaCody Inc
Base Bid	\$ 865,100.00	\$ 768,000.00	\$ 765,016.00
Alt 1 - Concrete Flatwork	\$ 25,800.00	\$ 13,000.00	\$ 18,750.00
Alt 2 - Replace Asphalt Paving with Concrete Paving	\$ 72,000.00	\$ 46,000.00	\$ 14,136.00
TOTAL (including alternates)	\$ 962,900.00	\$ 827,000.00	\$ 797,902.00
Days for completion	210	180	240
Bid Bond	yes	yes	yes
Certification	yes	yes	yes
Addendum 1	yes	yes	yes



New Forestry Shop Location Map

NOT TO SCALE



COLLEGE STATION, TEXAS
PARKS & RECREATION DEPARTMENT
DIRECTOR Stephen Beachy



PBV



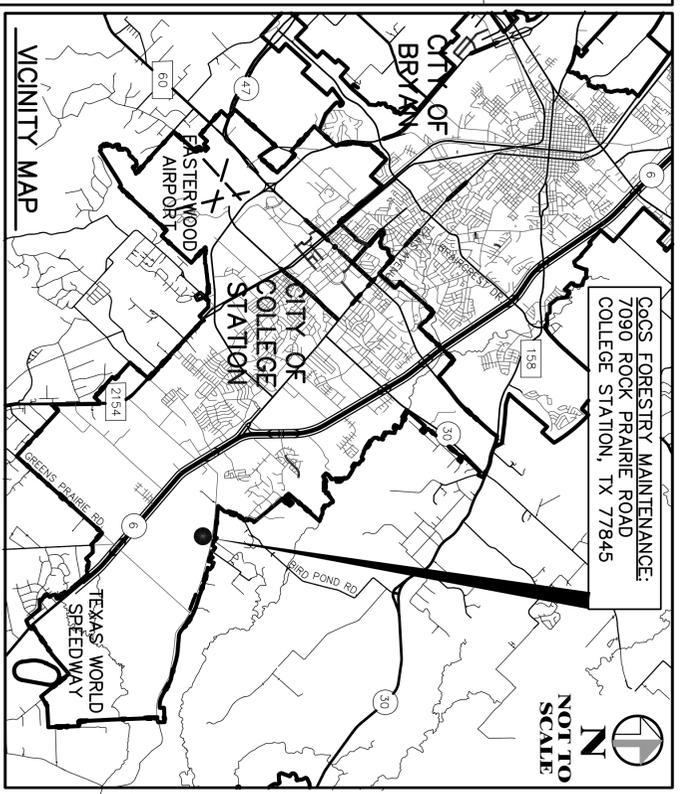
Forestry Shop
Location



ROCK PRAIRIE ROAD

COMMERCIAL DRIVEWAY,
SEE B/C/S DETAIL S12-03

COCS FORESTRY MAINTENANCE:
7090 ROCK PRAIRIE ROAD
COLLEGE STATION, TX 77845



GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND OTHER CONSTRUCTION DRAWINGS OF DIFFERING DISCREPANCIES & SPECIFICATIONS.
2. THE 2006 B/C/S UNIFIED TECHNICAL SPECIFICATIONS AND STANDARD DETAILS FOR WATER, SEWER, STREET AND SIDEWALK CONSTRUCTION ARE ISSUED FOR THIS PROJECT.
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE CONSTRUCTION PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO AVOID ALL EXISTING UTILITIES AND REPAIR ANY DAMAGED LINES. AT HIS OWN EXPENSE, WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL ALSO NOTIFY THE ENGINEER IF DESIGN CHANGES NEED TO BE MADE IN THE FIELD.

CONTACT INFORMATION:

- TEXAS ONE CALL: 800-245-4545
 TEXAS ONE CALL: 800-245-4545
 TEXAS EXCAVATION SAFETY SYSTEM (TOSSES): (800) 344-8377
 COCS: ELECTRICAL DIVISION - (979) 764-3660
 COCS: WATER & SEWER DIVISION - (979) 764-3435
 BRYAN TEXAS UTILITIES (BTU): ELECTRICAL DIVISION - (979) 821-5865
 VERIZON: JIM SURVANT - (979) 821-4300
 AMOS ENERGY: KIMBERLY WINN - (979) 774-2506
 TEXAS ELECTRIC: JIM FOLAND - (979) 421-0460
 SERRAVALLE PIPELINE: JEFF WILLYNS - (979) 416-1289
 ENERGY TRANSPORT PIPELINE: JEFF WILLYNS - (979) 820-5796
 SUDDEHLINK: MIKE LAENDERER - (979) 846-2228

4. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES OR SERVICE LINES THAT ARE CROSSED OR EXPOSED DURING CONSTRUCTION OPERATIONS. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN, OR DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE THE UTILITIES OR SERVICE LINE WITH THE SAME TYPE OF MATERIAL AND CONSTRUCTION OR BETTER. THIS MATERIAL AND WORK SHALL BE AT THE CONTRACTOR'S OWN EXPENSE.
6. DURING THE EXECUTION OF THE WORK, THE CONTRACTOR SHALL MAINTAIN THE PROJECT SITE IN AN ORDERLY AND ACCEPTABLE MANNER AS FAR AS PRACTICAL. THE CONTRACTOR SHALL CLEAN AND REMOVE FROM THE PROJECT AREA ALL SURPLUS AND DISCARDED MATERIALS, TEMPORARY STRUCTURES, AND DEBRIS OF ANY KIND AND SHALL LEAVE THE PROJECT SITE IN A NEAT AND ORDERLY CONDITION. ALL CLEAN UP WILL BE DONE TO THE SATISFACTION OF THE ENGINEER.
7. CONTRACTOR SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.
8. CONTRACTOR SHALL MAINTAIN A SET OF REQUIRE DRAWINGS, REGARDING AS-BUILT CONDITIONS DURING CONSTRUCTION. THESE REQUIRE DRAWINGS UPON COMPLETION WILL BE SUBMITTED TO THE DESIGN CONSULTANT WHO WILL MAKE THE CHANGES ON THE ORIGINAL TRANSMITS, LABELING EACH SHEET IN THE SET AS "RECORD DRAWINGS", AND RETURNING SAME TO THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIAL AND EQUIPMENT STORED ON THE JOBSITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES, DAMAGE, AND AFTER WORKING HOURS, WITH PROTECTIVE COVERINGS.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR AND OBTAIN ALL REQUIRED PERMITS AND INSPECTION APPROVALS FOR ALL WORK SHOWN.
11. ANY ADJACENT PROPERTY AND RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION WILL BE RETURNED TO THEIR EXISTING CONDITIONS OR BETTER.

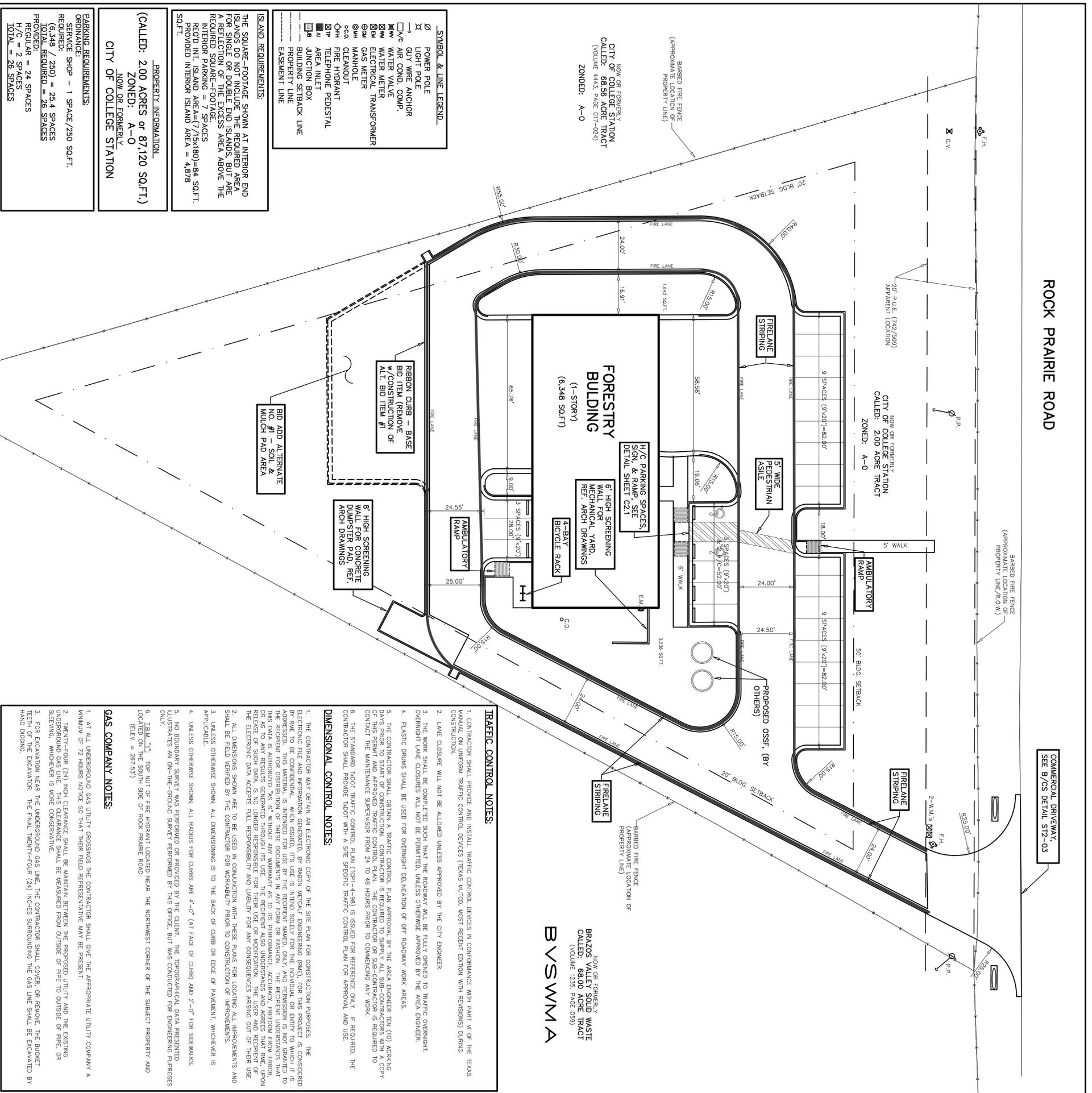
SITE NOTES:

1. THIS SITE DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN AS GRAPHICALLY DEPICTED FEMA FIRM COMMUNITY NO. 48041, PANEL NO. 0201
2. THIS SITE EFFECTIVE DATE OF FEBRUARY 9, 2000.
3. ALL ROOF & GROUND-MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OR ISOLATED SO AS NOT TO BE VISIBLE FROM ANY PUBLIC RIGHT-OF-WAY OR RESIDENTIAL DISTRICT WITHIN 150 FEET OF THE SUBJECT LOT, MEASURED FROM A POINT FIVE FEET ABOVE THE GRADE. THIS SCREENING SHALL BE COORDINATED WITH THE BUILDING ARCHITECTURE AND SCALE TO MAINTAIN A UNIFIED APPEARANCE.
4. ENHANCED PAVING FOR CONCRETE SIDEWALKS SHALL CONSIST OF EITHER BRICK PATTERNS OR STAMPED CONCRETE. COLOR AND PATTERN SHALL BE DETERMINED BY THE OWNER, BUT GREY OR NATURAL CONCRETE COLORS ARE NOT PERMITTED.
5. WHEN BUILDING SETBACKS AND EASEMENT LINES OVERLAP ONLY THE EASEMENT LINE IS SHOWN.
6. 10% COVERAGE OF GROUND COVER, DECORATIVE PAVING, DECORATIVE ROCK, OR A PERENNIAL GRASS IS REQUIRED IN PARKING LOT CONSTRUCTION.
7. THE CONTRACTOR SHALL CONTACT MR. WALLY URRUTIA, COCS PUBLIC WORKS - SANITATION (979-764-3841), FOR FIELD VERIFICATION PRIOR TO FORMING OR PLACEMENT OF CONCRETE FOR ALL DUMPSTER PADS.

DRAWING TITLE
CIVIL SITE PLAN

DRAWING SHEET NUMBER
C1.1

SHEET 2 OF 6



TRAFFIC CONTROL NOTES:

1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN COMPLIANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
2. LANE CLOSURE WILL NOT BE ALLOWED UNLESS APPROVED BY THE CITY ENGINEER.
3. THE WORK SHALL BE COMPLETED SUCH THAT THE ROADWAY WILL BE FULLY OPENED TO TRAFFIC OVERNIGHT. OVERNIGHT LANE CLOSURES WILL NOT BE PERMITTED, UNLESS OTHERWISE APPROVED BY THE AREA ENGINEER.
4. PLASTIC DRUMS SHALL BE USED FOR OVERNIGHT DELINEATION OF OFF ROADWAY WORK AREAS.
5. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PLAN APPROVAL BY THE AREA ENGINEER TEN (10) WORKING DAYS PRIOR TO START OF CONSTRUCTION. CONTRACTOR IS REQUIRED TO SUPPLY ALL SUB-CONTRACTORS WITH A COPY OF THIS PERMIT AND APPROVED TRAFFIC CONTROL PLAN. THE CONTRACTOR OR SUB-CONTRACTOR IS REQUIRED TO CONTACT THE MAINTENANCE SUPERVISOR FROM 24 TO 48 HOURS PRIOR TO COMMENCING ANY WORK.
6. THE STANDARD TPOUT TRAFFIC CONTROL PLAN (TCH-4-49) IS ISSUED FOR REFERENCE ONLY. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE TPOUT WITH A SITE SPECIFIC TRAFFIC CONTROL PLAN FOR APPROVAL AND USE.

DIMENSIONAL CONTROL NOTES:

1. THE CONTRACTOR MAY OBTAIN AN ELECTRONIC COPY OF THE SITE PLAN FOR CONSTRUCTION PURPOSES. THE ELECTRONIC FILE AND INFORMATION GENERATED BY RABON METCALP ENGINEERING (RME), FOR THIS PROJECT IS CONSIDERED BY RME TO BE CONFIDENTIAL. WHEN ISSUED, IT'S USE IS INTEND SOLELY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THIS MATERIAL IS INTENDED FOR USE BY THE RECIPIENT NAMED ONLY, AND PERMISSION IS NOT GRANTED TO THIS DATA IS AUTHORIZED. "AS IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, ACCURACY, FREEDOM FROM ERROR, OR AS TO ANY RESULTS GENERATED THROUGH ITS USE. THE RECIPIENT ALSO UNDERSTANDS AND AGREES THAT RME, UPON RELEASE OF SUCH DATA, IS NO LONGER RESPONSIBLE FOR THEIR USE OR MODIFICATION. THE USER AND RECIPIENT OF THE ELECTRONIC DATA ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY CONSEQUENCES ARISING OUT OF THEIR USE.
2. ALL DIMENSIONS SHOWN ARE TO BE USED IN CONJUNCTION WITH THESE PLANS FOR LOCATING ALL IMPROVEMENTS AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR FOR WORKABILITY PRIOR TO CONSTRUCTION OF IMPROVEMENTS.
3. UNLESS OTHERWISE SHOWN, ALL DIMENSIONING IS TO THE BACK OF CURB OR EDGE OF PAVEMENT, WHICHEVER IS APPLICABLE.
4. UNLESS OTHERWISE SHOWN, ALL RADII FOR CURBS ARE 4'-0" (AT FACE OF CURB) AND 2'-0" FOR SIDEWALKS.
5. NO BOUNDARY SURVEY WAS PERFORMED OR PROVIDED BY THE CLIENT. THE TOPOGRAPHICAL DATA PRESENTED ILLUSTRATES AN ON-THE-GROUND SURVEY PERFORMED BY THIS OFFICE, BUT WAS CONDUCTED FOR ENGINEERING PURPOSES ONLY.
6. 18M, "15" TOP NOT OF FIRE HYDRANT LOCATED NEAR THE NORTHWEST CORNER OF THE SUBJECT PROPERTY AND LOCATED ON THE SOUTH SIDE OF ROCK PRAIRIE ROAD. (TEXT = 287,537)

GAS COMPANY NOTES:

1. AT ALL UNDERGROUND GAS UTILITY CROSSINGS THE CONTRACTOR SHALL GIVE THE APPROPRIATE UTILITY COMPANY A MINIMUM OF 72 HOURS NOTICE SO THAT THEIR FIELD REPRESENTATIVE MAY BE PRESENT.
2. TWENTY-FOUR (24) INCH CLEARANCE SHALL BE MAINTAINED BETWEEN THE PROPOSED UTILITY AND THE EXISTING UNDERGROUND GAS LINE. THIS CLEARANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE, OR SIDEWALK, WHICHEVER IS MORE CONSERVATIVE.
3. FOR EXCAVATION NEAR THE UNDERGROUND GAS LINE, THE CONTRACTOR SHALL COVER, OR REMOVE, THE BUCKET TEETH OF THE EXCAVATOR. THE FINAL TWENTY-FOUR (24) INCHES SURROUNDING THE GAS LINE SHALL BE EXCAVATED BY HAND DIGGING.

SYMBOL & LINE LEGEND

- Ø POWER POLE
- LIGHT POLE
- GUY WIRE ANCHOR
- AIR COND. COMP.
- WATER METER
- WATER VALVE
- ELECTRICAL TRANSFORMER
- GAS METER
- MANHOLE
- CLEANOUT
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- AREA INLET
- JUNCTION BOX
- BUILDING SETBACK LINE
- PROPERTY LINE
- EASEMENT LINE

ISLAND REQUIREMENTS:

THE SQUARE-FOOTAGE SHOWN AT INTERIOR END ISLANDS DO NOT INCLUDE THE REQUIRED AREA FOR SINGLE OR DOUBLE END ISLANDS, BUT ARE A REFLECTION OF THE EXCESS AREA ABOVE THE REQUIRED SQUARE-FOOTAGE.

REQUIRED PARKING AREAS (7/21/80)=84 SQ.FT.
 PROVIDED INTERIOR ISLAND AREA = 4,878 SQ.FT.

PROPERTY INFORMATION:

(CALLED: 2.00 ACRES or 87,120 SQ.FT.)
 ZONED: A-0
 NOW OR FORMERLY
 CITY OF COLLEGE STATION

PARKING REQUIREMENTS:

ORDINANCE: 2006
 SERVICE SHOP - 1 SPACE/250 SQ.FT.
 REQUIRED: 6,348 / 250) = 25.4 SPACES
 TOTAL REQUIRED = 26 SPACES

PROVIDED:
 REGULAR = 24 SPACES
 H/C = 2 SPACES
 TOTAL = 26 SPACES

Holster & Associates, Inc.
 ARCHITECTURE, PLANNING AND INTERIOR DESIGN

7607 Eastmark Drive Suite #200
 College Station, Texas 77840

T: 979.693.3179
 F: 979.693.8370
 WWW.HOLSTER-ARCH.COM

3/13/07 CONTRACT DOCUMENTS

RABON METCALP ENGINEERING
 RME
 138 - 0307

CITY OF COLLEGE STATION FORESTRY MAINTENANCE
 COLLEGE STATION PARKS & RECREATION DEPT.
 7090 ROCK PRAIRIE RD.
 COLLEGE STATION, TEXAS 77845

PROJECT TITLE & DESCRIPTION
 FORESTRY MAINTENANCE

PROJECT NO. 28103

DESIGNED BY: RMM
 CHECKED BY: RMM
 CONTRACT ISSUE DATE:

REVISIONS

DRAWING SHEET NUMBER
C1.1

SHEET 2 OF 6

**24 May 2007
Regular Agenda
Renee Lane 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 rezoning 3.331 acres from A-O (Agricultural Open) to R-1 (Single Family Residential) at 14125 Renee Lane, generally located at the intersection of Barron Road and Renee Lane.

Recommendation(s): The Planning and Zoning Commission voted unanimously to recommend approval at their meeting on 19 April 2007. Staff is also recommending approval.

Summary: The applicant is requesting a rezoning from A-O (Agricultural Open) to R-1 (Single-Family Residential) for future residential development on the property. The properties are along both sides of Renee Lane. Lots 1 through 7 of Block 3 have 570 feet of frontage on Renee Lane and are approximately 160 feet deep. Lots 11 through 14 of Block 2 have 339 feet of frontage on Renee Lane and are 148 feet deep. Surrounding properties are zoned A-O (Agricultural Open). The properties are currently vacant. R-1 zoning permits a maximum density of 8 dwelling units per acre which would allow a maximum of 26 lots.

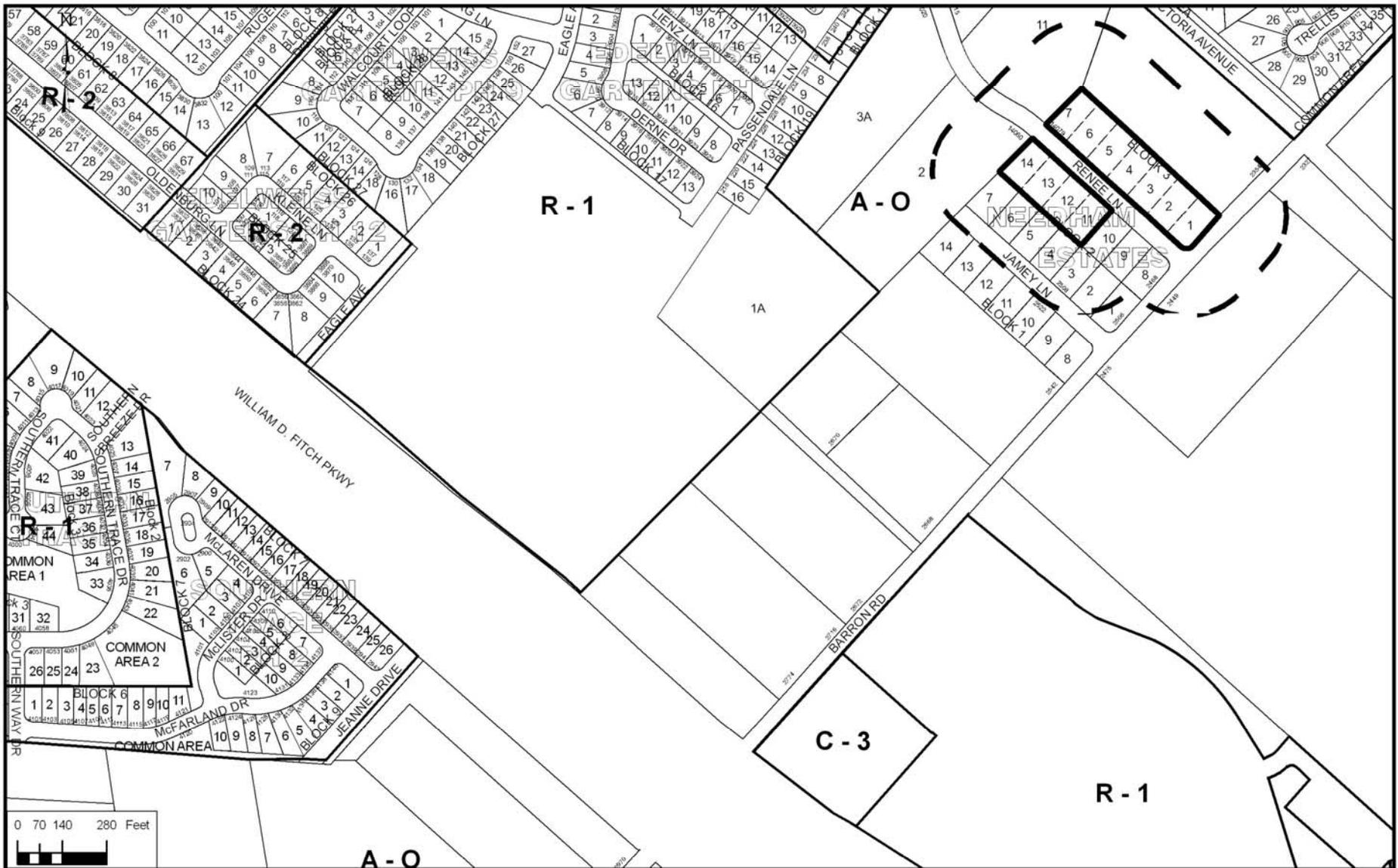
The Comprehensive Land Use Plan identifies this area as Single-Family Residential, Medium Density with a portion of Floodplains and Streams, however, there are no Greenways or FEMA floodplain on the property. The property has frontage on Barron Road, a Minor Arterial on the City's Thoroughfare Plan, however the access will be provided from Renee Lane.

The subject properties were annexed in 1995 and subsequently zoned A-O (Agricultural Open). The property was platted in 1969.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Infrastructure and Facilities
3. P&Z Commission Meeting Minutes, April 19, 2007
4. Zoning District Fact Sheet, R-1
5. Ordinance



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



DEVELOPMENT REVIEW

14125 RENEE LN

Case: **07-060** **REZONING**



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

 DEVELOPMENT REVIEW	14125 RENEE LN	Case: 07-060	REZONING
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RENEE LANE REZONING INFRASTRUCTURE AND FACILITIES

Water: The subject properties are supported by an 8-in public water main that runs along Renee Lane.

Sewer: It is our understanding that the applicant's engineer intends to extend an existing 6-in public sanitary sewer main from the corner of Passendale and Renee, down Renee to Barron Road. This extension would give the subject properties access to public sanitary sewer.

Streets: The subject properties are located at the corner of Renee Lane (Local Street) and Barron Road (Minor Arterial).

Off-site Easements: None known at this time

Drainage: The subject property is located in the Lick Creek Drainage Basin.

Flood Plain: The subject property is not encroached by a Special Flood Hazard Area regulated by FEMA.

Oversize request: None known at this time

Impact Fees: None



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, April 19, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Glenn Schroeder, Dennis Christiansen and Harold Strong.

COMMISSIONERS ABSENT: Bill Davis and Derek Dictson.

CITY COUNCIL MEMBERS PRESENT: Chris Scotti.

CITY STAFF PRESENT: Staff Planners Lindsay Boyer, Jason Schubert and Jennifer Reeves, Transportation Planner Ken Fogle, Senior Assistant City Engineer Alan Gibbs, Graduate Civil Engineers Carol Cotter and Josh Norton, Deputy City Manager Terry Childers, Acting Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Dan Merkel and Staff Assistants Lisa Lindgren and Brittany Korthauer.

5. Public hearing, presentation, possible action, and discussion on a Rezoning from A-O, Agricultural Open to R-1, Single Family Residential for a portion of the Needham Estates Subdivision consisting of 11 lots on 3.331 acres located at 14125 Renee Lane. **Case #07-00500060 (LB)**

Lindsay Boyer, Staff Planner, presented the Rezoning and recommended approval. No one spoke during the public hearing.

Commissioner Christiansen motioned to recommend approval of the Rezoning to City Council. Commissioner Sanford seconded the motion, motion passed (5-0).

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

R-1 Single-Family Residential

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

Permitted Uses:

- Single-family Detached
- Educational Facility, Primary & Secondary
- Parks
- Country Club
- Wireless Telecommunication Facility -Unregulated

Permitted with Specific Use Standards:

- Government Facilities
- Places of Worship
- Sexually Oriented Business
- Utility

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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007

APPROVED:

MAYOR

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

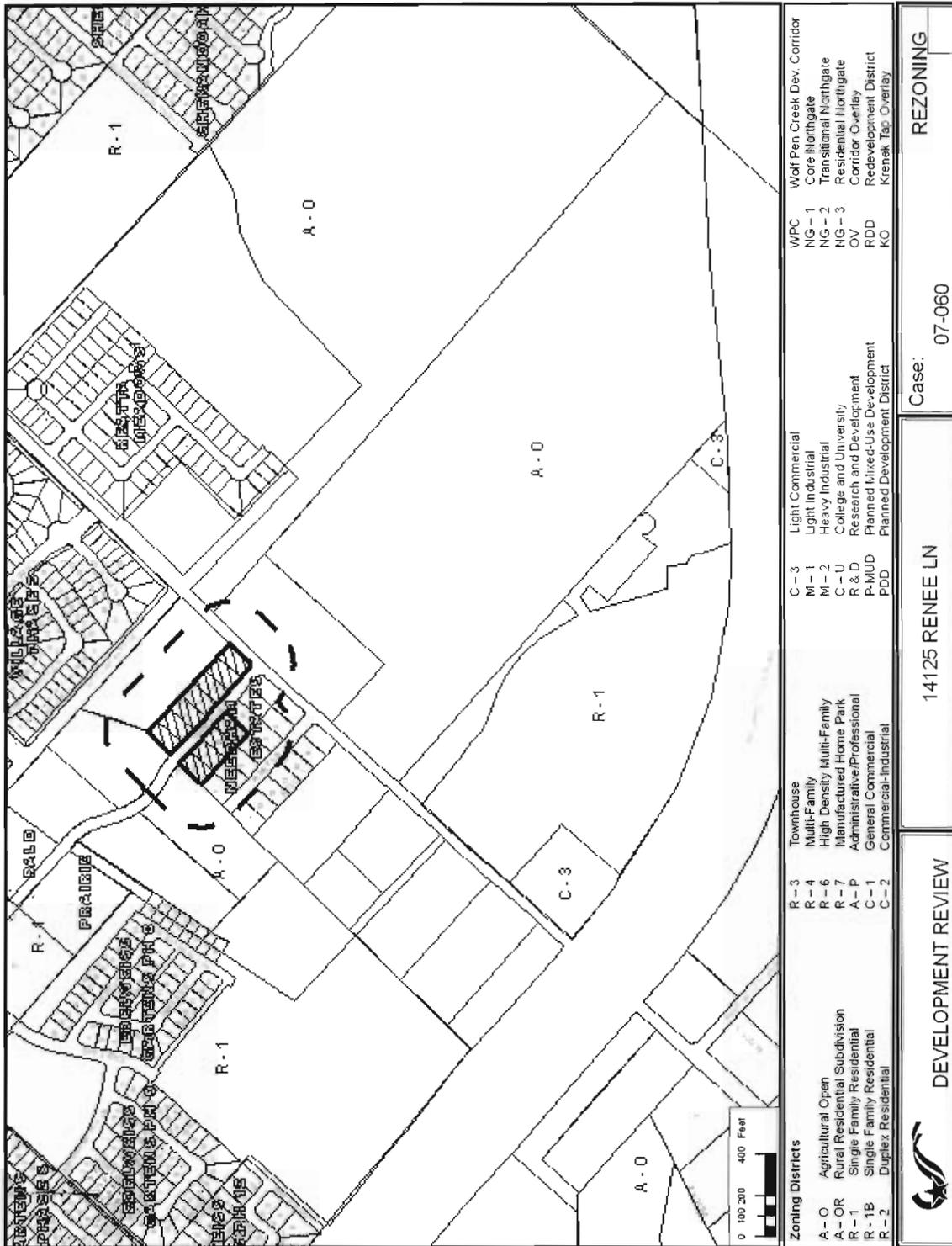
EXHIBIT "A"

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

The following property is rezoned from A-O, Agricultural Open to R-1, Single Family Residential and shown graphically in Exhibit "B":

LOTS 1, 2, 3, 4, 5, 6, AND 7 OF BLOCK 3 AND LOTS 11, 12, 13, AND 14 OF
BLOCK 2 OF THE NEEDHAM ESTATES SUBDIVISION

EXHIBIT "B"



DEVELOPMENT REVIEW **14125 RENEE LN** **Case: 07-060** **REZONING**



**24 May 2007
Regular Agenda
Castlerock 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 rezoning 3.611 acres from PDD (Planned Development District) to A-P (Administrative Professional) at 525 William D. Fitch Parkway, generally located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.

Recommendation(s): The Planning and Zoning Commission voted to recommended approval at their regular meeting on 19 April. Staff also recommends approval of the rezoning request.

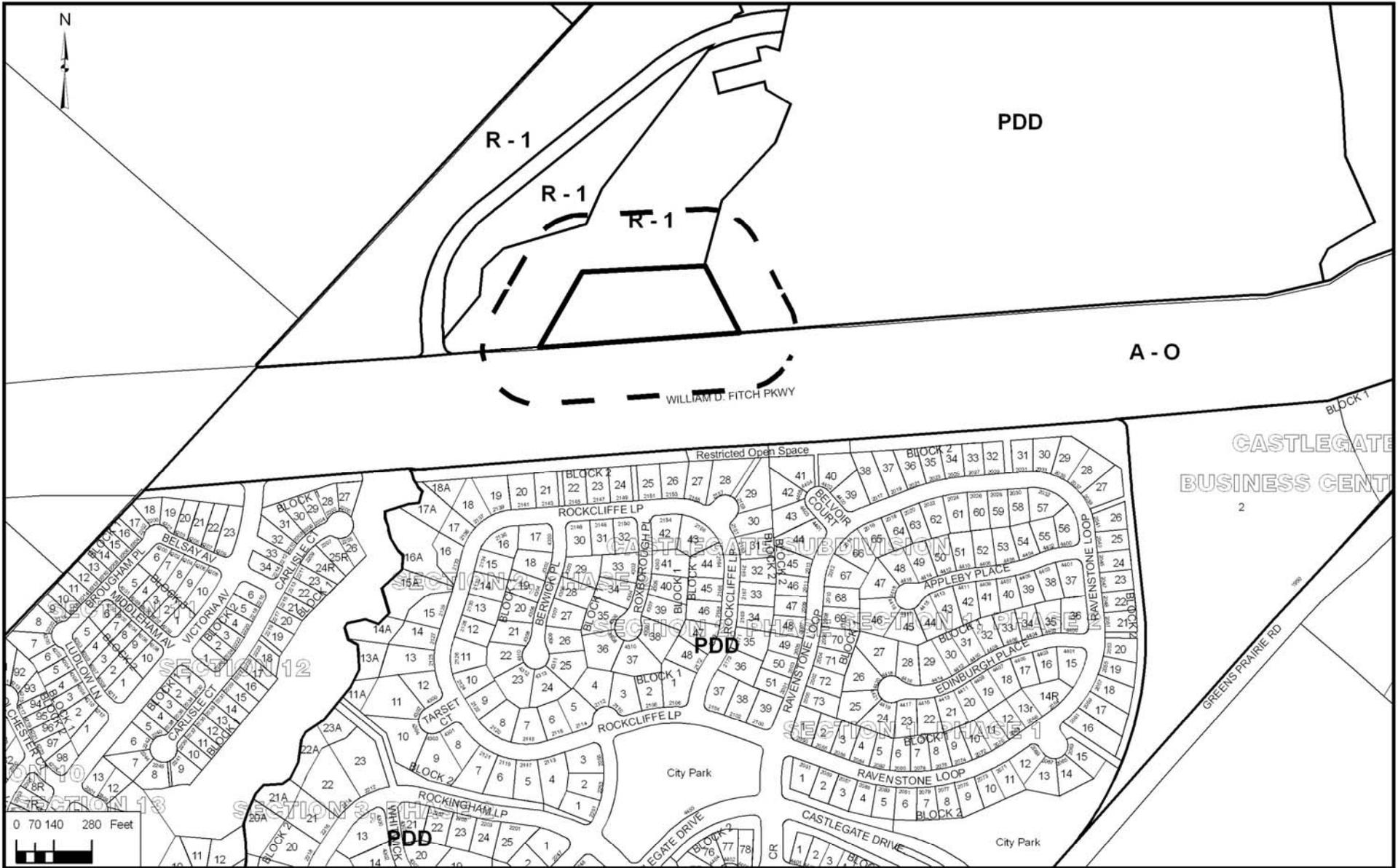
Summary: The applicant is requesting the subject property be rezoned from PDD (Plan Development District) to A-P (Administrative Professional) to development office buildings. As you may recall, the Land Use Plan for this property was recently changed from Single Family Medium Density to Office.

This rezoning request is in compliance with the City's Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Infrastructure and Facilities
3. Application
4. Zoning Fact Sheet for Administrative Professional
5. Ordinance



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



DEVELOPMENT REVIEW

NORTH OF CASTLEGATE ALONG SH40

Case: **07-063** **REZONING**



Zoning Districts

A - O Agricultural Open
 A - OR Rural Residential Subdivision
 R - 1 Single Family Residential
 R - 1B Single Family Residential
 R - 2 Duplex Residential

R - 3 Townhouse
 R - 4 Multi-Family
 R - 6 High Density Multi-Family
 R - 7 Manufactured Home Park
 A - P Administrative/Professional
 C - 1 General Commercial
 C - 2 Commercial-Industrial

C - 3 Light Commercial
 M - 1 Light Industrial
 M - 2 Heavy Industrial
 C - U College and University
 R & D Research and Development
 P-MUD Planned Mixed-Use Development
 PDD Planned Development District

WPC Wolf Pen Creek Dev. Corridor
 NG - 1 Core Northgate
 NG - 2 Transitional Northgate
 NG - 3 Residential Northgate
 OV Corridor Overlay
 RDD Redevelopment District
 KO Krenek Tap Overlay



DEVELOPMENT REVIEW

NORTH OF CASTLEGATE ALONG SH40

Case:

07-063

REZONING

CASTLEROCK REZONING INFRASTRUCTURE AND FACILITIES

Water: There is an existing 24" water main on the north side of SH 40. Water will need to be provided to all subdivided lots.

Sewer: There is an existing 18" sanitary sewer main along the rear of the property. Sanitary sewer will need to be provided to all subdivided lots.

Streets: The property has frontage on William D. Fitch Parkway which is classified as a Freeway/Expressway on the City's Thoroughfare Plan.

Off-site Easements: None at this time.

Drainage: Drainage will be to Spring Creek. A regional detention pond was constructed to offset post-development drainage impacts to downstream areas.

Flood Plain: Development in the flood plain is controlled by flood plain regulations.

Oversize request: None requested at this time.

Impact Fees: The property is located in the Spring Creek Sewer Impact Fee Area (97-01). The current impact fee for this area is \$349.55 per Living Unit Equivalent which will be due at time of Building Permit.



FOR OFFICE USE ONLY	
CASE NO.	07-03
DATE SUBMITTED	3-19-07

9.55
93

ZONING MAP AMENDMENT (REZONING) APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS

If a petition for rezoning is denied by the City Council, another application for rezoning shall not be filed within a period of 180 days from the date of denial, except with permission of the Planning & Zoning Commission or City Council. The following items must be submitted by an established filing deadline date for consideration:

- Application completed in full.
- \$500 Application fee
- Two (2) copies of a fully dimensioned map on 24" x 36" paper showing:
 - a. Land affected;
 - b. Legal description of area of proposed change;
 - c. Present zoning;
 - d. Zoning classification of all abutting land; and
 - e. All public and private rights-of-way and easements bounding and intersecting subject land.
- Written legal description of subject property (metes & bounds or lot & block of subdivision, whichever is applicable).
- The Rezoning Supporting Information sheet completed in full. A CAD (dxf/dwg) or GIS (shp) digital file may be required for more complex rezoning requests.

Date of Required Preapplication Conference: 9/27/2004 & 3/7/2005

APPLICANT'S INFORMATION:

Name Greens Prairie Investors, LLC - Wallace Phillips
 Street Address 4490 Castlegate Drive
 City College Station State TX Zip Code 77845
 E-Mail Address -
 Phone Number (979)690-7250 Fax Number (979)690-1041

PROPERTY OWNER'S INFORMATION:

Name Greens Prairie Investors, LLC
 Street Address 4490 Castlegate Drive City College Station
 State TX Zip Code - E-Mail Address -
 Phone Number (979)690-7250 Fax Number (979)690-1041

This property was conveyed to owner by deed dated 8/1/2006 and recorded in Volume 7527, Page 214 of the Brazos County Deed Records.

General Location of Property: North of Castlegate Subdivision along SH 40

Address of Property: State Highway 40 (William D Fitch Parkway)

Legal Description: 3.611 acres out of the Robert Stevenson Survey, A-54

Acreage - Total Property: 3.611 acres

Existing Zoning: PDD Proposed Zoning: A-P

Present Use of Property: vacant - agricultural

Proposed Use of Property: office

REZONING SUPPORTING INFORMATION

1.) List the changed or changing conditions in the area or in the City which make this zone change necessary.

See Attached information

2.) Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

See Attached information

3.) List any other reasons to support this zone change.

See Attached information

The applicant has prepared this application and supporting information and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, APPLICATION MUST BE ACCOMPANIED BY A POWER OF ATTORNEY STATEMENT FROM THE OWNER.

Wallace Phillipid # 20401
Signature of owner (or agent) or applicant

3/13/2007
Date

**Castle Rock Subdivision
Rezoning Supporting Information**

List the changed or changing conditions in the area or in the City which makes this zone change necessary.

With the expected development of approximately 300 acres of commercial development at the intersection of State Highway 40, State Highway 6 and Greens Prairie Road, there will be a demand for small office buildings which do not have to be located in large commercial tract developments with high traffic volumes. The businesses which occupy these buildings will likely rely on the adjacent residential neighborhoods for their customers and their employees.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

With the recent land-use amendment to an Office Land-Use for this tract, the zone change is in accordance with the Comprehensive Plan.

List any other reasons to support this zone change.

Office uses immediately adjacent to a single-family development will allow residents the option to bike or walk instead of drive to the office buildings in this proposed development. Some residents may even work at these businesses and realize the advantage of going to work without leaving the subdivision in which they reside. With proper buffering, the office building development will have no adverse impact on the adjacent residential development. Office buildings adjacent to neighborhoods will promote pedestrian and bicycle traffic.

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

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" and Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 24th day of MAY, 2007.

APPROVED:

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

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

The following property is rezoned from PDD, Planned Development District to A-P, Administrative Professional and shown graphically in Exhibit "B":

**METES AND BOUNDS DESCRIPTION
OF A 3.6110 ACRE TRACT OF LAND
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same tract of land described in a deed to Timothy J. Crowley, as recorded in Volume 1415, Page 74, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

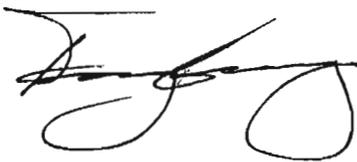
BEGINNING at a 5/8" iron rod set for the southeast corner of this tract, from which the College Station GPS monument #138 bears North 59°54'25" East, 5,834.69 feet having a Texas State Plane Coordinate Value of X= 3,578,875.21 (E), Y = 10,191,190.75 (N), also being a point on the north right-of-way line of the William D. Fitch Parkway(State Highway 40)(R.O.W. Varies 410' +), being 62.965 acres, as recorded in Vol. 3926, Page 85, of the B.C.O.R.

THENCE South 85°46'14" West, a distance of 743.49 feet along the common line between this tract and said right-of-way line of State Highway 40 to a 5/8" iron rod found for the southwest corner of this tract, also being a southeast corner of the City of College Station 10.416 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R.;

THENCE North 29°30'59" East, a distance of 321.59 feet along the common line between this tract and said 10.416 acre tract to a 5/8" iron rod found for the northwest corner of this tract, also being an interior corner of said 10.416 acre tract;

THENCE North 87°11'04" East, a distance of 456.89 feet along the common line between this tract and said 10.416 acre tract to a 5/8" iron rod found for the northeast corner of this tract;

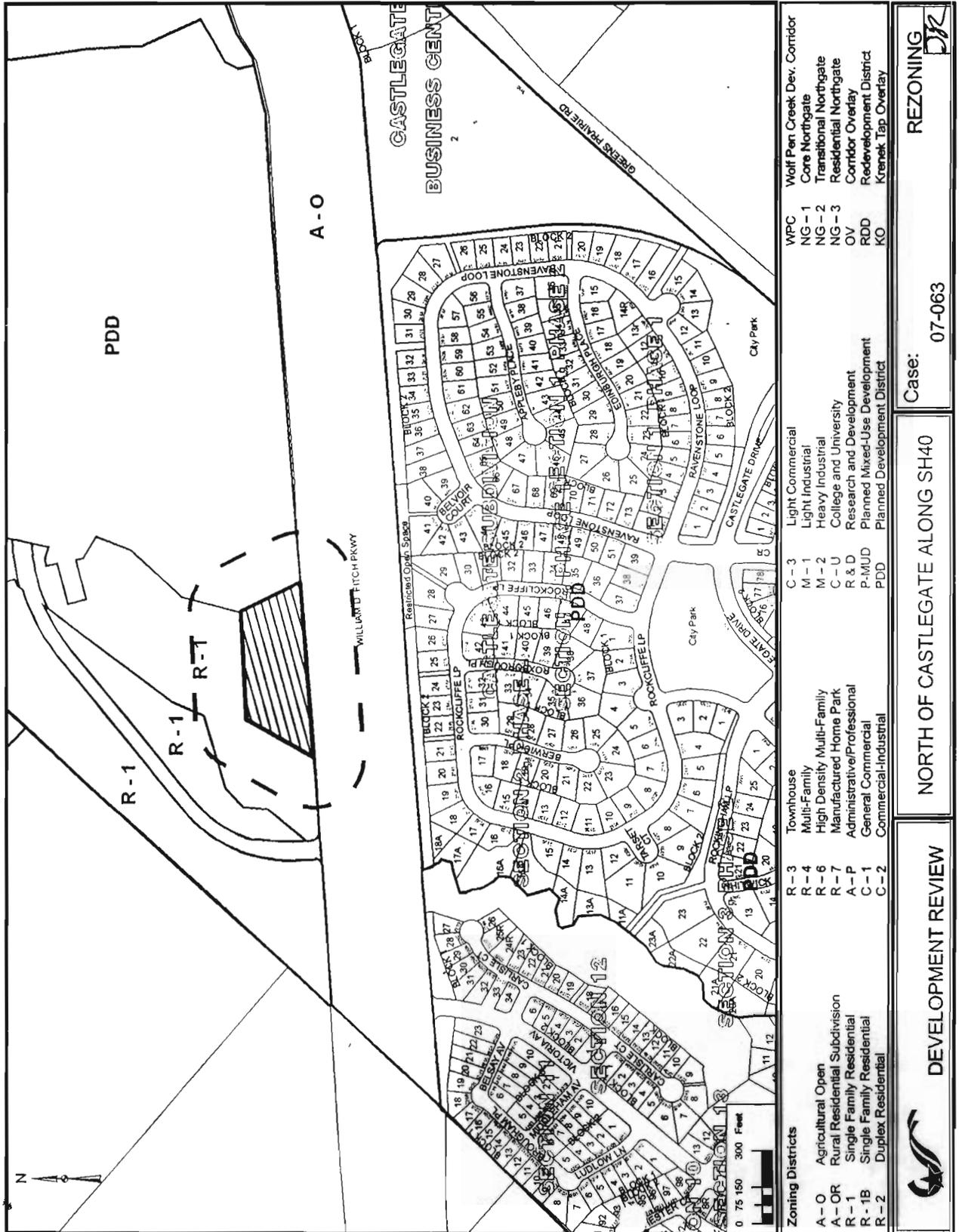
THENCE South 27°06'36" East, a distance of 278.01 feet severing said Crowley tract to the **PLACE OF BEGINNING** containing 3.6110 acres.



Dante Carlomagno
Texas Registered Professional Land Surveyor No. 1562
2007-03-10-Boundary-Rezoning-Professional.doc
Saturday, March 10, 2007



EXHIBIT "B"



May 24, 2007
Consent Agenda
Various Parking Restrictions

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on portions of Mortier Avenue, Valley View Drive, and selected streets in the South Side area.

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

Summary: This item will amend Chapter 10, "Traffic Code," by restricting parking on the north side of Mortier Avenue, the north side of Valley View Drive, and certain sections of the streets in the South Side area for the reasons given below:

Mortier Avenue - A resident of the Edelweiss Subdivision contacted the city regarding the difficulty seeing approaching vehicles on Mortier Avenue when stopped on Edelweiss Avenue attempting to enter the intersection. Due to the curvature of the Mortier Avenue, the intersection sight distance is limited, and it becomes worse when vehicles are parked on the north side of the street.

Valley View Drive -A resident living in the area contacted the city regarding the difficulty seeing approaching vehicles on Valley View Drive when stopped on Angelina Circle attempting to enter the intersection. Due to the curvature of the Valley View Drive, the intersection sight distance is limited, and it becomes worse when vehicles are parked on the north side of the street.

South Side area –

1. Pershing Avenue – extend the current No Parking on the east side of the street 265 feet past the intersection of Shetland, and 130 feet past the intersection of Shetland on the west side of the street.
2. W. Dexter Drive – No Parking on the both sides of the street from Ayrshire Street to Kerry Street and No Parking on the west side of the street from Kerry Street and extending 40 feet south.
3. Ayrshire Street – No Parking on the east side of Ayrshire Street from Angus Avenue to W. Dexter Drive.
4. Ayrshire Street at Kerry Street – No Parking on both sides of both streets extending out 40 feet from the intersection on all approaches
5. Bell at Ayrshire Street – No Parking on the north side of Bell within 40 feet of the intersection with Ayrshire Street
6. Bell at Hereford – No Parking on the south side of Bell within 40 feet of the intersection with Herford Street

The Fire Department would like to improve emergency vehicle access in the south side area by removing parking as identified above. Their concern is that without these parking restrictions, emergency vehicles cannot turn at some of the intersections when vehicles parked there. This request was discussed at the April meeting of the Traffic Management Team, and the team recommended that the parking be removed.

The Traffic Management Team discussed these requested parking removals at its April meeting and recommended that the parking be removed.

Budget & Financial Summary: The “No Parking” signs are a planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location Map

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

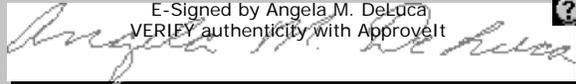
APPROVED:

, Mayor

ATTEST:

Connie Hooks, City Secretary

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt



City Attorney

EXHIBIT “A”

That the Traffic Control Device Inventory - Schedule XII as referenced in Chapter 10, “Traffic Code”, Section 4, “Administrative Adjudication of Parking Violations,” Sub-section E is hereby amended to include the following:

“Mortier Avenue – No Parking on the north side of Mortier Avenue beginning at the intersection with Chantal Circle and extending 225 feet east of the intersection with Edelweiss Avenue.

Valley View Drive – No Parking on the north side of Valley View Drive extending east and west 100 feet from the intersection with Angelina Circle.

Pershing Avenue – extend the current No Parking on the east side of the street 265 feet past the intersection of Shetland, and 130 feet past the intersection of Shetland on the west side of the street.

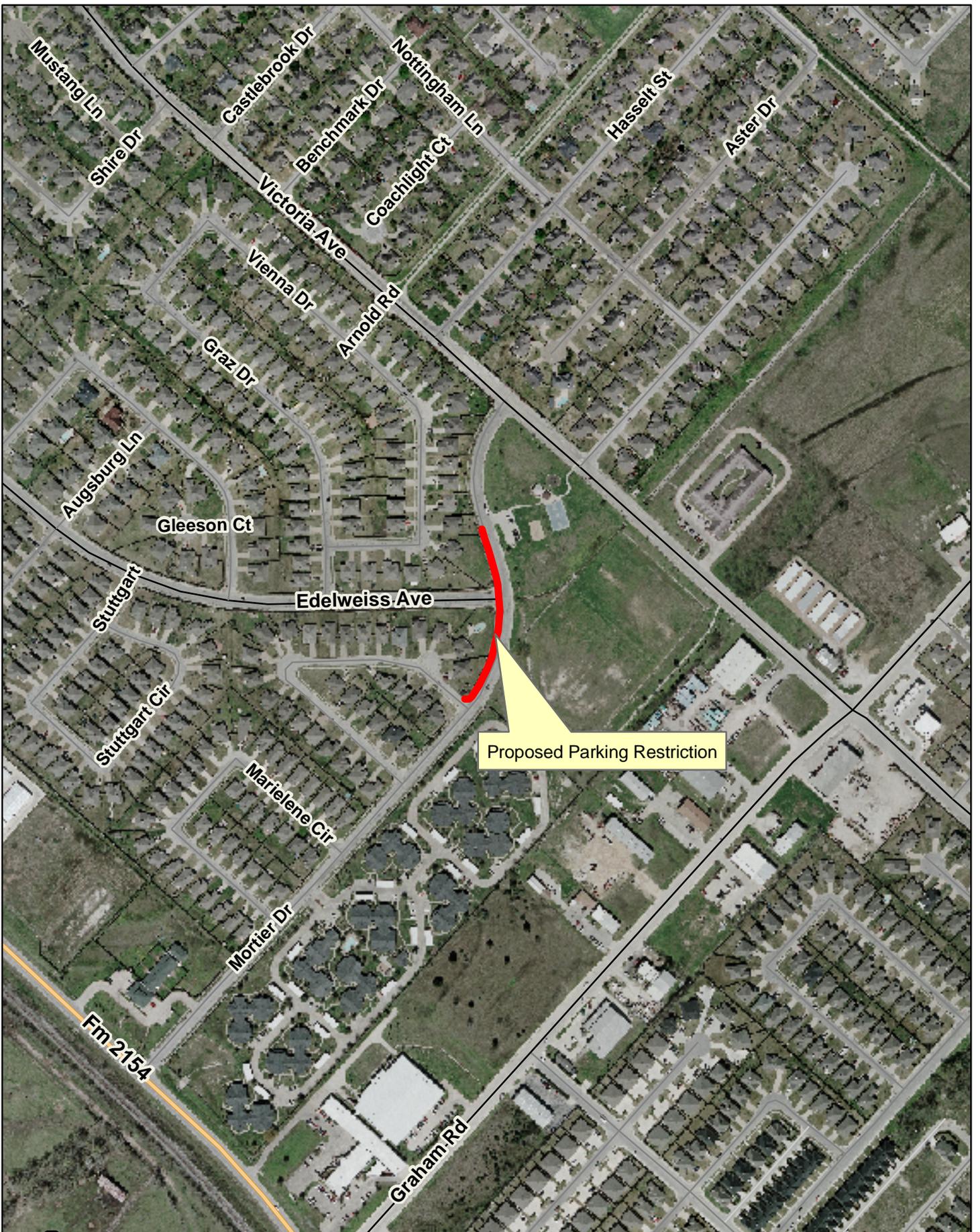
W. Dexter Drive – No Parking on the both sides of the street from Ayrshire Street to Kerry Street and No Parking on the west side of the street from Kerry Street and extending 40 feet south.

Ayrshire Street – No Parking on the east side of Ayrshire Street from Angus Avenue to W. Dexter Drive.

Ayrshire Street at Kerry Street – No Parking on both sides of both streets extending out 40 feet from the intersection on all approaches.

Bell at Ayrshire Street – No Parking on the north side of Bell within 40 feet of the intersection with Ayrshire Street.

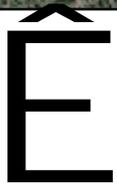
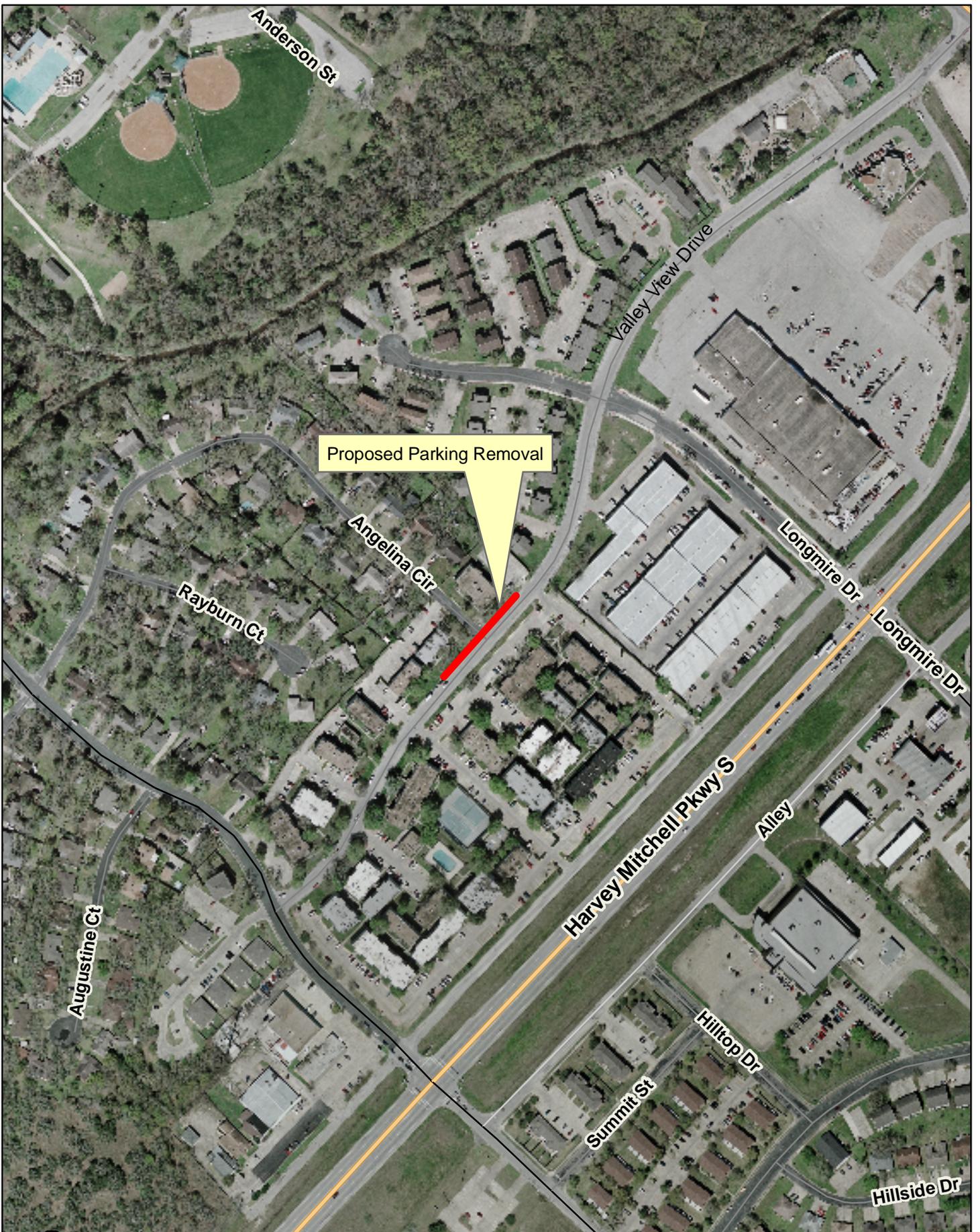
Bell at Hereford – No Parking on the south side of Bell within 40 feet of the intersection with Hereford Street.”



Mortier Drive Parking Restriction

0 200 400 800 Feet

May 24, 2007



Valley View Drive Parking Removal



May 24, 2007



Proposed Southside Parking Restrictions



May 24, 2007

24 May 2007
Regular Agenda
UDO Amendment to Section 5.2

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 amending Chapter 12, City of College Station Code of Ordinances, Section 5.2 of the Unified Development Ordinance, regarding Residential Dimension Standards.

Recommendation(s): Planning and Zoning Commission unanimously recommended approval at their May 3rd meeting. Staff is also recommending approval.

Summary: The Unified Development Ordinance Section 5.2, Residential Dimensional Standards, establishes lot dimensions, setbacks, density, and height requirements for the City's residential zoning districts.

This amendment would provide a note to the setback table that refers users to Section 7.1.D.1.b as a reminder that when lots have an approved rear access, the rear setback must be measured from the nearest boundary of the access easement or alley.

Budget & Financial Summary: N/A

Attachments:

1. Draft Planning and Zoning Commission Meeting Minutes, May 3, 2007
2. Ordinance



DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, May 3, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Glenn Schroeder, Dennis Christiansen, Bill Davis and Derek Dictson.

COMMISSIONERS ABSENT: Harold Strong.

CITY COUNCIL MEMBERS PRESENT: Dave Ruesink.

CITY STAFF PRESENT: Staff Planners Lindsay Boyer, Crissy Hartl, Jason Schubert and Jennifer Reeves, Senior Planner Jennifer Prochazka, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Deputy City Manager Terry Childers, Acting Director Lance Simms, Planning Administrator Molly Hitchcock, Assistant City Attorney Angela Deluca, Director of Economic Development David Gwin, Information Services Representative Mandi Leudcke, Parks and Recreation Director Steve Beachy, Development Coordinator Bridgette George and Staff Assistant Brittany Korthauer.

8. Discussion and possible action on future agenda items – A Planning and Zoning 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.

Commissioner Dictson asked for feedback and a date for a meeting regarding the East Side Transportation Summary.

Commissioner Nichols asked if there would be an additional meeting for public input regarding the East Side Transportation Summary.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 5.2, "RESIDENTIAL DIMENSIONAL STANDARDS," 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 12, "Unified Development Ordinance," Section 5.2, "Residential Dimensional Standards," 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 (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

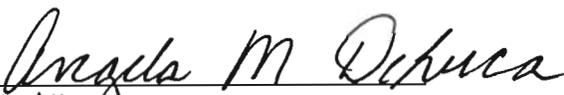
APPROVED:

MAYOR

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 5.2, “Residential Dimensional Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Residential Dimensional Standards to read as follows:

5.2 Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

	Residential Zoning Districts									Accessory Structures
	A-0	A-OR	R-1	R-1B	R-2	R-3	R-4	R-6	R-7	
Min. Lot Area per Dwelling Unit (DU)	5 Acres	1 Acre	5,000 SF	8,000 SF	3,500 SF	2,000 SF	None	None		
Min. Lot Width	None	None	50'	None	35'/DU(E)	None	None	None		
Min. Lot Depth	None	None	100'	None	100'	None	None	None		
Min. Front Setback (H)	50'	50'	25'(D)	25'(D)	25'(D)	25'(D)	25'(D)	25'(D)		
Min. Side Setback	20'	20'	7.5'	7.5'(C)	7.5'(C)	(A)	(A)(B)	(A)(B)		
Min. Street Side Setback	15'	15'	15'	15'	15'	15'	15'	15'		
Min. Side Setback between Structures (B)			15'	15'	15'	7.5'	7.5'	7.5'		
Min. Rear Setback (I)	50'	50'	20'	20'	20'(F)	20'	20'	20'		
Max. Height	35'	35'	2.5 Stories/ 35'	2.5 Stories/ 35'	2.5 Stories/ 35'	35'	G	G		
Max. Dwelling Units/Acre	0.2	1.0	8.0	6.0	12.0	14.0	20.0	30.0	10.0	N/A

Refer to Section 6.4. Accessory Uses

Notes:

- (A) A minimum side setback of 7.5 feet is required for each building or group of contiguous buildings.
- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
- (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within 15 feet of another primary structure. See Article 8, Subdivision Design and Improvements, for more information.
- (D) Minimum front setback may be reduced to 15 feet when approved rear access is provided, or when side yard or rear yard parking is provided.
- (E) The minimum lot width for a duplex dwelling may be reduced to 30 feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
- (F) Minimum rear setback may be reduced to 15 feet when parking is provided in the front yard or side yard.
- (G) Shall abide by Section 7.1.H, Height.
- (H) Reference Section 7.1.D.1.e for lots created by plat prior to July 15, 1970.

(I) Reference Section 7.1.D.1.b for lots with approved rear access.

24 May 2007
Regular Agenda
UDO Amendment to Section 6.4.E

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 amending Chapter 12, City of College Station Code of Ordinances, Section 6.4.E of the Unified Development Ordinance, regarding Portable Storage Structures.

Recommendation(s): Planning and Zoning Commission unanimously recommended approval of the ordinance at their April 19th meeting. Staff also recommends approval.

Summary: The Unified Development Ordinance (UDO) Section 6.4.E – Portable Storage Structures regulates the placement of portable storage structures in residential and non-residential areas. Generally, these structures are rented shipping containers commonly used as seasonal storage of excess inventory or additional storage space for non-residential uses. These structures have also been utilized for residential moves or other residential storage purposes. During construction or remodeling of a site, they are frequently used to secure equipment and/or material. This UDO Section was originally approved by City Council in June 2006 as part of the annual UDO update.

Since its adoption, staff recognized the need to amend the ordinance language in order to provide greater clarity and flexibility in the utilization and enforcement of these structures as accessory uses. In drafting the language, Staff considered input from the Building Division, Code Enforcement, and a national distributor of containers. The following is a summary of the more substantive changes contained in the proposed ordinance:

- 1) Exempts property from the Section that has an active building or development permit, is zoned M-2, or is a site in which the containers are a principle use;
- 2) Allows storage containers to be permitted on non-residential property on a temporary basis with limitations as to the number, time, and location;
- 3) Extends the permit time period for residential uses from 10 to 14 days; and
- 4) Provides for a permit fee amount of \$40.00

Budget & Financial Summary: N/A

Attachments:

1. Planning and Zoning Commission Meeting Minutes, April 19th
2. Ordinance



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, April 19, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Glenn Schroeder, Dennis Christiansen and Harold Strong.

COMMISSIONERS ABSENT: Bill Davis and Derek Dictson.

CITY COUNCIL MEMBERS PRESENT: Chris Scotti.

CITY STAFF PRESENT: Staff Planners Lindsay Boyer, Jason Schubert and Jennifer Reeves, Transportation Planner Ken Fogle, Senior Assistant City Engineer Alan Gibbs, Graduate Civil Engineers Carol Cotter and Josh Norton, Deputy City Manager Terry Childers, Acting Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Dan Merkel and Staff Assistants Lisa Lindgren and Brittany Korthauer.

8. Public hearing, presentation, possible action, and discussion on an Ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 6.4.E of the Unified Development Ordinance, regarding portable storage structures.
Case #07-500004 (JS)

Jason Schubert, Staff Planner, presented the Ordinance amendment.

No one spoke during the public hearing.

Commissioner Sanford motioned to recommend approval of the Ordinance amendment as submitted by staff to the City Council. Commissioner Strong seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 6.4.E, "PORTABLE STORAGE STRUCTURES," 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 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures," 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 (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of May, 2007.

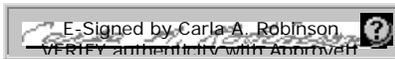
APPROVED:

MAYOR

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe®

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting said subsection in its entirety and replacing it with the following to read as follows:

"E. Portable Storage Containers**1. General Provisions**

- a. A permit shall be obtained prior to placing a storage container on property.
- b. Exemptions:
 - i. Property with an active building or development permit.
 - ii. Property zoned M-2, Heavy Industrial, though M-2 districts that abut residential districts or uses shall comply with 1.c of this Section.
 - iii. Sites in which storage containers constitute a principal use, as determined by the Administrator, shall be subject to the regulations of the district in which they are located.
 - iv. Containers that receive site plan approval as per 3.b of this Section.
- c. Placing material on top of or the vertical stacking of storage containers is prohibited.
- d. Permits shall be posted on the storage container. If a container is replaced by another during the permit period, the permit shall be removed and placed on the newly placed container. If the container is visible from a right-of-way, then the permit shall be posted in view of the right-of-way.
- e. Storage containers shall be placed outside of right-of-way and the sight triangle as established in Section 7.1.C Visibility at Intersections in all Districts.
- f. Storage containers shall be placed on an improved surface as specified in Section 7.2.G Off-Street Parking Standards, Surfacing,
- g. In the event of a natural disaster or extenuating circumstance, the Administrator may grant that a permit be extended up to thirty (30) additional days.
- h. An application for permit of a storage container shall be accompanied by a fee of \$40.00.

2. Additional Provisions for Residential Property

- a. No more than one (1) storage container shall be allowed at a time per dwelling unit.
- b. A permit shall remain valid for a maximum of fourteen (14) days.
- c. No more than four (4) permits may be issued to a dwelling unit per calendar year and only two permits may be issued consecutively. Otherwise, there shall be a minimum of thirty (30) days between issuance of permits.
- d. No storage container shall exceed a height of eight feet (8'), a width of eight feet (8'), or a floor area of 130 square feet.
- e. Storage containers may be screened from view of the right-of-way and adjacent properties instead of being placed on an improved surface.

3. Additional Provisions for Non-residential Property**a. Temporary Placement**

- i. Each address shall be allowed one (1) storage container. Additional storage containers are permissible provided that all containers do not utilize the area of more than five percent (5%) of the existing parking spaces, or sixteen (16) spaces, whichever is smaller.

- ii. Storage container(s) shall not be allowed more than three (3) separate time periods per calendar year and there shall be a minimum of thirty (30) days between the issuance of permits.
- iii. A permit shall remain valid for a maximum of forty-five (45) days. If multiple permits are allowed, as per 3.a.i above, all containers must be removed within forty-five (45) days of the date the initial permit is issued.
- iv. Storage containers shall not be placed in the front yard of a site, adjacent to right-of-way, or interfere with on-site traffic flow. If rear or side yard placement is not possible, the alternate location shall be approved by the Administrator.
- v. Storage containers shall meet required setbacks as stated in Section 5.4 Non-Residential Dimensional Standards.

b. Development of a Permanent Storage Container Area

- i. In lieu of a permit, site plan approval identifying the location of an area to be used for the placement of storage container(s) for an indefinite period shall be obtained prior to placing container(s) on property.
- ii. Storage container(s) shall be screened from view of right-of-way and adjacent properties by landscaping and an eight-foot (8') wooden fence or wall.
- iii. Additional parking shall be provided based on the square footage of the screened area for the container(s) according to Section 7.2 Off-Street Parking Standards.”

24 May 2007
Regular Agenda
UDO Amendment to Section 7.6

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 amending Chapter 12, City of College Station Code of Ordinances, Section 7.6 of the Unified Development Ordinance, regarding buffers.

Recommendation(s): Planning and Zoning Commission unanimously recommended approval at their May 3rd meeting. Staff is also recommending approval.

Summary: The Unified Development Ordinance Section 7.6.F, Buffer Requirements identifies the type of buffer required for different adjacent uses. The proposed change uses the Comprehensive Land Use Plan designation for property that is zoned A-O (Agricultural Open) and vacant when determining the buffer requirement.

Currently, the buffer is based on the zoning district or developed use, with exemptions allowed for non-conforming and agricultural uses. This will not be changed, but in the case of vacant property zoned A-O, the Land Use Plan will be used to determine the buffer requirement. For example, a commercial property developing next to vacant A-O that is planned for Single Family Residential versus commercial property developing next to vacant A-O that is planned for Commercial. Based on the zoning categories, both situations would require a 15-foot buffer and a wall. With this amendment, the Land Use Plan designation will be used to make a distinction between the two situations.

This situation arises due to City annexation where properties are required to be rezoned to the least intensive zoning category (A-O) as a holding zone that may or may not accurately reflect the future development of the area.

Budget & Financial Summary: N/A

Attachments:

1. Draft Planning and Zoning Commission Meeting Minutes, May 3, 2007
2. Ordinance



**DRAFT MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, May 3, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas**

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Glenn Schroeder, Dennis Christiansen, Bill Davis and Derek Dictson.

COMMISSIONERS ABSENT: Harold Strong.

CITY COUNCIL MEMBERS PRESENT: Dave Ruesink.

CITY STAFF PRESENT: Staff Planners Lindsay Boyer, Crissy Hartl, Jason Schubert and Jennifer Reeves, Senior Planner Jennifer Prochazka, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Deputy City Manager Terry Childers, Acting Director Lance Simms, Planning Administrator Molly Hitchcock, Assistant City Attorney Angela Deluca, Director of Economic Development David Gwin, Information Services Representative Mandi Leudcke, Parks and Recreation Director Steve Beachy, Development Coordinator Bridgette George and Staff Assistant Brittany Korthauer.

7. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 7.6 of the Unified Development Ordinance, regarding Buffers. **Case #07-00500004 (LB)**

Lindsay Boyer, Staff Planner gave a presentation regarding an ordinance amendment.

Commissioner Dictson motioned to approve the ordinance amendment as presented by staff. Commissioner Schroeder seconded the motion, motion passed (6-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 7.6.F, "BUFFER REQUIREMENTS, MINIMUM BUFFER STANDARDS," 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 12, "Unified Development Ordinance," Section 7.6.F, "Buffer Requirements, Minimum Buffer Standards," 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 (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

MAYOR

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 7.6.F, “Buffer Requirements, Minimum Buffer Standards,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Buffer Requirements, Minimum Buffer Standards to read as follows:

F. Minimum Buffer Standards

The buffer requirements are designed to permit and encourage flexibility in the widths of buffer yards, the number of plants required in the buffer yard, and opaque screens. Standard buffer requirements are depicted in the table below.

DEVELOPING USE (Classification)	ABUTTING PARCEL* (Use more restrictive of the zoning or the developed use.)		
	Single-family Residential†	Multi-Family Residential*	Non- Residential
Single-family†	N/A	N/A	N/A
Multi-Family*	10 (1)	N/A	N/A
Office	10 (1)	N/A	N/A
Commercial	15 (2)	10 (1)	N/A
Industrial	25 (2)	15 (2)	5
SOB	50 (2)	50 (2)	50 (2)

* Includes duplexes.

† Includes manufactured homes, mobile homes, manufactured home parks, and townhouses.

* When an abutting parcel is vacant and zoned A-O, Agricultural Open, the Administrator shall use the future land use of the property as designated on the Comprehensive Land Use Plan in lieu of the zoning category in determining the buffer requirement.

[number] Depth of buffer yard

(1) Fence

(2) Wall

24 May 2007
Regular Agenda
UDO Amendment - Concept Plans

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 amending Chapter 12, City of College Station Code of Ordinances, Article 2 Development Review Bodies, Article 3 Development Review Procedures and Article 5 Design District Purpose Statements and Supplemental Standards regarding Concept Plans.

Recommendation(s): Planning and Zoning Commission unanimously recommended approval at their May 3rd meeting. Staff is also recommending approval.

Summary: In response to a request by the Planning & Zoning Commission, this Unified Development Ordinance (UDO) amendment would provide the Planning & Zoning Commission and Council an opportunity to review the concept plan as part of certain rezoning requests. A concept plan is currently required for all Planned Development Districts (PDD) and Planned Mixed Use Development (P-MUD) zoning requests. The purpose of the PDD and P-MUD zoning districts is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The concept plan is a representation of how a proposed development meets the above criteria.

Concept plans are currently reviewed and approved by the Design Review Board after the zoning is approved by the City Council. However, this amendment would require a concept plan to accompany the rezoning application (providing the P&Z Commission with an opportunity to review and make recommendation to Council). Final approval of PDD and P-MUD rezoning requests, including concept plans, would rest with the City Council.

Budget & Financial Summary: N/A

Attachments:

1. Draft Planning and Zoning Commission Meeting Minutes, May 3rd
2. Ordinance



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, May 3, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Glenn Schroeder, Dennis Christiansen, Bill Davis and Derek Dictson.

COMMISSIONERS ABSENT: Harold Strong.

CITY COUNCIL MEMBERS PRESENT: Dave Ruesink.

CITY STAFF PRESENT: Staff Planners Lindsay Boyer, Crissy Hartl, Jason Schubert and Jennifer Reeves, Senior Planner Jennifer Prochazka, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Deputy City Manager Terry Childers, Acting Director Lance Simms, Planning Administrator Molly Hitchcock, Assistant City Attorney Angela Deluca, Director of Economic Development David Gwin, Information Services Representative Mandi Leudcke, Parks and Recreation Director Steve Beachy, Development Coordinator Bridgette George and Staff Assistant Brittany Korthauer.

Regular Agenda

Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Article 2 Development Review Bodies, Article 3 Development Review Procedures, and Article 5 District Purpose Statements and Supplemental Standards of the Unified Development Ordinance, regarding Concept Plans. **Case #07-00500004 (CH)**

Crissy Hartl, Staff Planner gave a presentation regarding an ordinance amendment.

Commissioner Christiansen motioned to approve the ordinance amendment as presented by staff. Commissioner Sanford seconded the motion, motion passed (6-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 2 "DEVELOPMENT REVIEW BODIES", ARTICLE 3 "DEVELOPMENT REVIEW PROCEDURES," AND SECTION 5.5 "PLANNED DISTRICTS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN ARTICLES AND 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 12, "Unified Development Ordinance," 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 (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of May, 2007.

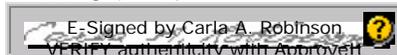
APPROVED:

MAYOR

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Article 2, Sections 2.1.B.2, 2.2.D.2, 2.4.D.1, and 2.8, Article 3 Sections 3.2.C, 3.3.D, 3.4, 3.5.A.3, and 3.9.D.2, and Section 5.5 to read as set out in Appendices I through X attached hereto.

Appendix I

2.1 City Council

A. General

The City Council will be responsible for final action regarding the text of this UDO and the Official Zoning Map.

B. Powers and Duties

As provided and established within the City of College Station Charter, the City Council has the following powers and duties regarding this UDO:

1. Appointments

The City Council shall have the responsibility of appointing and removing any member of the Planning and Zoning Commission (P&Z), Zoning Board of Adjustment (ZBA), and Design Review Board (DRB).

2. Final Action

The City Council shall hear and take final action on the following:

- a. Development agreements and oversize participation agreements for City participation in cost-sharing of infrastructure improvements;
- b. Conditional use permits;
- c. Zoning map amendments (rezoning);
- d. Concept plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- e. Text amendments;
- f. Comprehensive Plan amendments;
- g. Impact fee land use decisions and Capital Improvement Plan (CIP) priorities; and
- h. Annexations.

Appendix II

2.2 Planning and Zoning Commission

A. Creation

The City Council shall provide for the appointment of a Planning and Zoning Commission and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements of the State of Texas.

B. Membership and Terms

1. Number, Appointment

A Planning and Zoning Commission is hereby created to consist of seven members. An ad hoc member shall be appointed to review impact fee land use assumptions in accordance with § 395 of the TEXAS LOCAL GOVERNMENT CODE. Members shall be residents of the City and eligible voters.

2. Terms

Terms of members of the Planning and Zoning Commission shall be for two years or until their successors are appointed. Four members shall be appointed in even-numbered years and three members shall be appointed in odd-numbered years.

3. Term Limits

Terms of office shall be limited to three (3) consecutive two-year terms or seven (7) consecutive years.

4. Vacancies

Vacancies shall be filled by the City Council for the unexpired term of any member whose position becomes vacant.

C. Officers, Meetings, Quorum

1. Officers

A Chairperson shall be appointed annually by the City Council. The Planning and Zoning Commission shall select a Vice-Chair from among its members as needed.

2. Meetings

Members of the Planning and Zoning Commission shall meet regularly and the Chairperson shall designate the time and place of such meetings. All meetings of the Commission where a quorum is present shall be open to the public.

3. Quorum

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

4. Rules of Proceeding

The Planning and Zoning Commission shall adopt its own rules of procedure.

5. Minutes

The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.

D. Powers and Duties

The Planning and Zoning Commission shall have the following powers and duties:

1. Comprehensive Plan

The Planning and Zoning Commission shall make recommendations for the effective coordination of the various City departments, committees, and boards, in implementing the Comprehensive Plan.

2. Recommendations

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a. Conditional use permits;
- b. Zoning map amendments (rezoning);
- c. Concept plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- d. Text amendments;
- e. Comprehensive Plan amendments;
- f. Impact fee land use decisions;
- g. Capital Improvement Plan (CIP) priorities; and
- h. Annexations.

3. Final Action

The Planning and Zoning commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Master plans;
- c. Preliminary and final plats, replats, development plats, and minor plats not approved by staff under Section 3.3.H Minor Subdivision Plat Review herein;
- d. Waivers of the standards in Article 8, Subdivision Design and Improvements;
- e. Appeal of the Administrator's denial of a final minor or amending plat;
- f. Appeal of the Administrator's denial to amend the color palette for Northgate roof colors;
- g. Appeal of the Administrator's denial of an alternative parking plan; and
- h. Appeal of the Administrator's interpretation of the provisions of CHAPTER 9, SUBDIVISION REGULATIONS, OF THE CITY OF COLLEGE STATION CODE OF ORDINANCES.

Per Ordinance No. 2881 (March 23, 2006)

E. Staff

1. The Administrator shall provide staff, as needed, to the Planning and Zoning Commission.
2. Where ministerial acts have not been completed, the staff shall insure that the changes to plats are completed as approved by the Planning and Zoning Commission.

Appendix III**2.4 Design Review Board****A. Creation**

A Design Review Board is hereby established by the City of College Station for the purpose of enhancing the City's ability to review sign, building, and site design issues, including architectural issues as specified in this UDO, by bringing expertise from the community to bear on these issues in designated design districts.

B. Membership and Terms

1. The Design Review Board shall consist of seven regular members and two alternate members. Six of the regular members and the two alternate members shall be appointed by the City Council. City Council shall appoint the following to the Design Review Board:

- a. Registered architect
- b. Business person
- c. Landscape architect
- d. Developer or land owner in a design district
- e. Person knowledgeable in aesthetic judgment
- f. Citizen-at-large

Of the members listed above, at least two shall be owners of property or a business within a design district, a resident within a design district, or an individual employed within a design district.

The seventh regular member shall be the Chairman of the Planning and Zoning Commission or his designee.

2. Members shall be appointed for two-year terms.

3. The Design Review Board is a governmental body and shall comply with the OPEN MEETINGS ACT.

C. Officers, Meetings, Quorum**1. Officers**

A Chairperson shall be appointed annually by the City Council. The Board shall select a Vice-Chair from among its members as needed.

2. Meetings

Members of the Design Review Board shall meet regularly and the Chairperson shall designate the time and place of such meetings. All meetings of the Board where a quorum is present shall be open to the public.

3. Quorum

Four members shall constitute a quorum for the transaction of any business. Any recommendation or decision which does not receive a majority of positive votes from those members present shall be deemed a negative report.

4. Rules of Proceeding

The Design Review Board shall adopt its own rules of procedure.

5. Minutes

The Design Review Board shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.

D. Powers and Duties

The Design Review Board has the following powers and duties:

1. Site Plans

The Design Review Board shall hear and take final action on design district site plans.

2. Wolf Pen Creek District and Overlay District Review

The Design Review Board shall approve or deny any sign materials and colors in the Wolf Pen Creek District (WPC), and shall approve or deny all alternate building or fence materials and fence height in the Krenek Overlay District, as specified within this UDO.

3. Wolf Pen Creek Parking Waivers

The Design Review Board shall hear and decide requests to vary from the amount of required parking in the Wolf Pen Creek District (WPC).

4. Northgate District Standards Waivers

The Design Review Board shall hear and decide requests to vary from the standards to Section 5.6.B. Northgate Districts as listed in Section 5.6.B.14 Waivers.

5. Driveway Appeals

The Design Review Board shall hear appeals to decisions of the Development Engineer regarding driveway appeals.

6. Appeal of Requirement Based on Site Plan Review Criteria

The Design Review Board shall hear and decide appeals of the Administrator's application of site plan requirements to assure compliance with Section 3.5.E, Site Plan Review Criteria.

7. Buffer Appeals

The Design Review Board shall hear appeals of buffer requirements listed in Section 7.6, Buffer Requirements.

8. Non-Residential Architectural Standards Appeals

The Design Review Board shall hear and decide alternate building materials, colors, required screening, architectural relief elements, and parking lot concepts for non-residential structures, as specified in Section 7.9, Non-Residential Architectural Standards.

Per Ordinance No. 2881 (March 23, 2006)

E. Staff

The Administrator shall provide staff, as needed, to the Design Review Board.

Appendix IV

2.8 Summary of Review Authority

The following table summarizes the authority of the various review bodies and staff.

PROCEDURE	City Council	P & Z Comm.	Zoning Bd. of Adj.	Design Rev. Bd.	Admini- strator	Building Official	Dev. Eng.
CITY COUNCIL							
Oversize Participation	D						R
Development Agreement	D				RR		R
Conditional Use permit	D	R			RR		
Zoning Map Amendment	D	R			RR		
PDD/P-MUD Concept Plan	D	R			RR		
Text Amendment	D	R			RR		
Comp. Plan Amendment	D	R			RR		
Impact Fee/CIP Priorities	D	R					
PLANNING & ZONING COMMISSION							
Master Plans		D			RR		R
Preliminary Plat		D			RR		R
Final Plat		D			RR		R
Development Plat		D			RR		R
Waiver of Subdivision Standard		D			RR		R
ZONING BOARD OF ADJUSTMENT							
Variance			D		RR	RR	RR
Administrative Appeal			D		R		
Zoning Map Interpretation			D		R		
DESIGN REVIEW BOARD							
Wolf Pen Creek District Site Plan		A		D	R		
Wolf Pen Creek District Building/Sign Review		A		D	R		
WPC Parking Waivers		A		D	R		
NG Waivers				D	R		
Non-Residential Architectural Standards Waiver				D	RR		
ADMINISTRATOR							
Interpretation		A**	A		D		
Sign Permit			A		D		
Site Plan		A		A*	D		
Administrative Adjustment			A		D		
Wolf Pen Creek District Building or Sign, Minor			A		D		
Minor or Amending Plat		A			D		R
PD Concept Plan Minor Amend.		A			D		
NG Roof Color Palette Amendment		A			D		
Alternative Parking Plans		A			D		R
BUILDING OFFICIAL							
Building Permit						D	
Certificate of Occupancy					R	D	
Certificate of Completion					R	D	R
DEVELOPMENT ENGINEER							
Development Permit							D
Driveway Application				A			D
Alternative Const. Material				A			D
*Section 3.5.E Site Plan Review Criteria and 3.6.E Wolf Pen Creek Design District General Site Plan Review Criteria only. **Subdivision Regulations only. KEY: A=Appeal D=Final Action/Decision R=Recommend RR=Review/Report							

Appendix V

3.2 Zoning Map Amendment (Rezoning)

A. Purpose

To establish and maintain sound, stable, and desirable development within the territorial limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area or extend the boundary of an existing zoning district. All amendments shall be in accordance with the Comprehensive Plan, which may be amended according to the procedure in Section 3.19, Comprehensive Plan Amendment.

B. Initiation of Amendments

An amendment to the Official Zoning Map may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

C. Amendment Application

A complete application for a zoning map amendment shall be submitted to the Administrator as set forth in Section 3.1.C, Application Forms and Fees. Application requests for a Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) shall provide the following additional information:

1. A written statement of the purpose and intent of the proposed development;
2. A list and explanation of the potential land uses permitted; and
3. A concept plan as described in Section 3.4, Concept Plan Review (PDD and P-MUD Districts).

D. Approval Process

1. Preapplication Conference

Prior to the submission of an application for a Zoning Map Amendment, all potential applicants shall request a Preapplication Conference with the Administrator. The purpose of the conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO.

If the Administrator determines that the map amendment request is not in conformity with the Comprehensive Plan, he shall not accept the application for the map amendment, and no further processing shall occur until the map amendment is in conformity or a request for an amendment to the Comprehensive Plan eliminating the lack of conformity has been submitted by the applicant.

2. Review and Report by Administrator

Once the application is complete, the Administrator shall review the proposed amendment to the Official Zoning Map in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and give a report to the Planning and Zoning Commission on the date of the scheduled public hearing.

3. Referral To Planning and Zoning Commission

The Administrator, upon receipt of petition to amend the Official Zoning Map, shall refer the same to the Commission for study, hearing, and report. The City Council may not enact the proposed amendment until the Planning and Zoning Commission makes its report to the City Council.



Appendix VI

3.3 Subdivision Plat Review

A. Applicability

1. Subdivision approval shall be required (except as exempted under the TEXAS LOCAL GOVERNMENT CODE) before any of the following activities occur within the City limits or the limits of the City's extraterritorial jurisdiction:
 - a. The division of land (for any purpose) into two or more parcels;
 - b. Development of a platted property where right-of-way for an identified future or additional right-of-way for an existing thoroughfare has been identified by the Comprehensive Plan;
 - c. Development on a parcel not previously legally platted;
 - d. Development that involves the construction of any public improvements that are to be dedicated to the City or to a county within the City's extraterritorial jurisdiction;
 - e. Resubdivision of land that has previously been platted; or
 - f. Amendment of any approved plat.

Exemption: Subdivision of property that result from a governmental entity's land acquisition for public facilities such as expansion of street right-of-way.

2. Any person who proposes the development of a tract of land within the City limits or the extraterritorial jurisdiction (ETJ) of the City of College Station must have a Development Plat of the tract prepared in accordance with this Section. New development may not begin on the property until the Development Plat is filed with and approved by the City. The Administrator may waive the requirement for a Development Plat within the City limits when no parkland, infrastructure, or easement dedication is required on the subject tract.

Exemptions:

- a. When an applicant is required to file a Preliminary or Final Subdivision Plat by other requirements of this Section, a Development Plat is not required in addition to the Subdivision Plat.
- b. The development of a tract of land within the City limits or the extraterritorial jurisdiction (ETJ) of the City of College Station that meets all of the following criteria is not required to file a Development Plat:
 - 1) The tract is larger than five (5) acres;
 - 2) The tract has access; and
 - 3) The development is a single-family home for the use of the property owner or a member of the property owner's family, an accessory structure(s) of the home, and/or an accessory structure(s) for the benefit of agricultural uses.

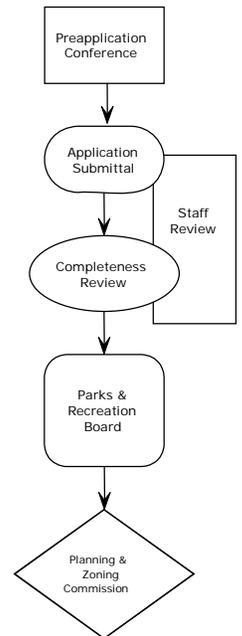
Per Ordinance No. 2941 (December 14, 2006)

B. Unlawful to Record Plat Without Approval

It shall be unlawful to offer and cause to be recorded any Plan, Plat, or Replat of land within the City limits or extraterritorial jurisdiction of College Station at the Office of the County Clerk unless the same bears the endorsement and approval of the Planning and Zoning Commission or the Administrator as provided for in this UDO.

C. Filing of Plat and Application

For the purposes of this section, the date of filing shall be determined as the date on which the applicant submits a Plat that meets all of the terms and conditions of this UDO or has



filed a variance request to those sections of the code for which the plat does not comply. Once a Plat has been filed with the City it will be scheduled for review by the Administrator and/or the Planning and Zoning Commission.

D. Platting in Planned Development Districts (PDD and P-MUD)

If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development standards. The general modifications shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the subdivision standards at the time a plat is approved. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.

E. Platting in the Extraterritorial Jurisdiction (Brazos County)

The City of College Station and Brazos County have an interlocal agreement providing for joint regulation of subdivision platting in the City's extraterritorial jurisdiction in Brazos County. The City shall provide the County with copies of proposed subdivisions, shall include the County in the plat review process, and in any site inspections as needed.

Any plat for a subdivision in the ETJ shall first require the approval of the Administrator or the Planning and Zoning Commission (as appropriate), followed by approval by the Brazos County Commissioners Court.

F. Application

1. A complete application for subdivision review shall be submitted to the Administrator as set forth in Section 3.1.C, Application Forms and Fees. The signatures of all owners of land within the boundary of the Development Plat, Master Plan, or Preliminary or Final Plat, shall be required on the application.
2. An application fee shall be submitted with the Plat or Replat as required by Section 3.1.C, Application Forms and Fees.
3. All Plats shall be submitted upon request in an electronic form acceptable to the Administrator and compatible with the City's Geographic Information System (GIS).
4. If the Administrator determines that the Subdivision Plat is not in conformity with the Comprehensive Plan or the Master Plan, he shall not accept the application for the Subdivision Plat and no further processing shall occur until the Subdivision Plat is in conformity or a request for an amendment to the Comprehensive Plan eliminating the lack of conformity has been submitted by the applicant. The determination that the Subdivision Plat is not in compliance with the Comprehensive Plan may be appealed to the Planning and Zoning Commission.

G. Development Plat Review

1. Applicability

The City of College Station chooses to be covered by Subchapter B, "Regulation of Property Development," Chapter 212 of the Texas Local Government Code.

2. Review and Report by Administrator

Once the application is complete, the Administrator shall review the proposed Plat in light of the Comprehensive Plan and give a report to the Planning and Zoning Commission.

3. Review and Recommendation by Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board shall review the Development Plat for compliance with the parkland dedication requirements in Article 8, Subdivision Design and Improvements, and recommend approval, approval with conditions, or disapproval of the same.

Appendix VII

3.4 Concept Plan Review (PDD and P-MUD Districts)

A. Applicability

A Concept Plan shall be required for all proposed Planned Development District (PDD) or Planned Mixed-Use District (P-MUD) rezonings.

B. Application Requirements

A complete application for a Concept Plan shall be submitted to the Administrator with a PDD or P-MUD rezoning application as set forth in Section 3.1.C, Application Forms and Fees, unless otherwise specified in this Section.

C. Concept Plan Approval Process

1. Preapplication Conference

Prior to submitting a Concept Plan, the applicant shall attend a preapplication conference in order to meet, confer with, and receive the advice and assistance of the City staff.

2. Review and Report by the Parks and Recreation Advisory Board

If the proposed area involves any required or voluntary parkland dedication, the Concept Plan must be reviewed by the Parks and Recreation Advisory Board. Parks and Recreation Advisory Board recommendations shall be forwarded to the City Council.

3. Review and Report by the Greenways Program Manager

If the proposed area includes a greenway dedication as shown on the Greenways Master Plan, or if the applicant is proposing greenway dedication or voluntary sale, the concept plan must be reviewed by the Greenways Program Manager. The Greenways Program Manager's recommendation shall be forwarded to the City Council.

4. Review and Recommendation by the Administrator

The Administrator shall review the Concept Plan and recommend approval, approval with conditions, or disapproval of the same.

5. Review and Recommendation by the Planning and Zoning Commission

The Planning & Zoning Commission shall review the Concept Plan and recommend to the City Council approval, approval with conditions, or disapproval of the same.

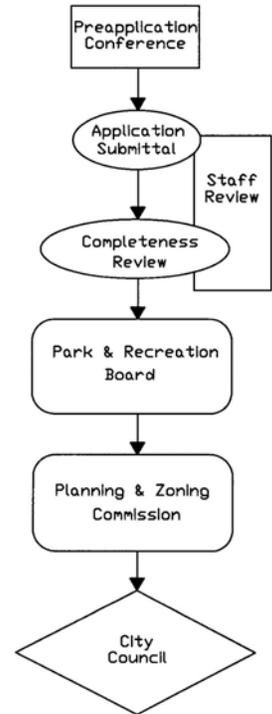
6. City Council Final Action

The City Council shall review the Concept Plan and approve, approve with conditions, or disapprove.

D. Concept Plan Requirements

A Concept Plan shall not be considered or reviewed as a complete site plan application. The Concept Plan for the proposed development shall include the following:

1. A general plan showing the location and relationship of the various land uses permitted in the development;
2. A range of proposed building heights;
3. A written statement addressing the drainage development of the site;
4. The general location of detention/retention ponds and other major drainage structures;



5. A list of general bulk or dimensional variations sought;
6. If general bulk or dimensional variations are sought, provide a list of community benefits and/or innovative design concepts to justify the request;
7. The general location of building and parking areas;
8. Open spaces, parkland, conservation areas, greenways, parks, trails and other special features of the development; and
9. Buffer areas or a statement indicating buffering proposed.

E. Review Criteria

The Administrator and Planning and Zoning Commission shall recommend approval and the City Council may approve a Concept Plan if it finds that the Plan meets the following criteria:

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

F. Minimum Requirements

Unless otherwise indicated in the approved concept plan, the minimum requirements for each development shall be those stated in this UDO for subdivisions and the requirements of the most restrictive standard zoning district in which designated uses are permitted. Modification of these standards may be considered during the approval process of the Concept Plan. If modification of these standards is granted with the Concept Plan, the Administrator will determine the specific minimum requirements.

G. Compliance with Other Regulations

The approval of a Concept Plan shall not relieve the developer from responsibility for complying with all other applicable sections of this UDO and other codes and ordinances of the City of College Station unless such relief is granted in the approved concept plan.

H. Owners Association Required

An owners' association will be required if other satisfactory arrangements have not been made for providing, operating, and maintaining common facilities including streets, drives, service and parking areas, common open spaces, buffer areas, and common recreational areas at the time the development plan is submitted. If an owners' association is required, documentation must be submitted to the City at the time of platting to assure compliance with the provisions of this UDO.

I. Modifications

Any deviations from the approved Concept Plan, shall require City Council approval except as provided for below.

J. Minor Amendment to Concept Plan

Minor additions and modifications to the approved Concept Plan meeting the criteria below may be approved by the Administrator:

1. Minor additions to structures as determined by the Administrator;
2. Minor new accessory structures if the location does not interfere with existing site layout (e.g., circulation, parking, loading, storm water management facilities, open space, landscaping, buffering);
3. Minor additions to parking lots;
4. Clearing or grading of areas not depicted on the concept plan as a conservation area, greenway, or park; and
5. Final determination of the specific meritorious modifications such as setbacks, lot size, dimensional standards, etc., granted generally as part of the Concept Plan.

K. Expiration of Approval

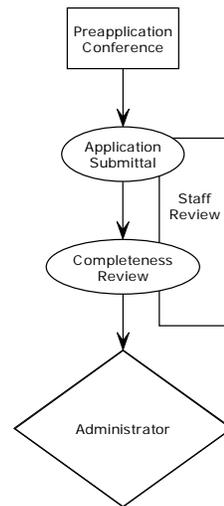
The Concept Plan shall expire within 24 months of the date approved by the City Council. A final, one-time extension of twelve months may be granted by the Administrator upon demonstration of substantial progress and the lack of changed or changing conditions in the area.

Appendix VIII

3.5 Site Plan Review

A. Applicability

1. Prior to development of any use or structure other than single-family (excluding Manufactured Home Parks), duplex, or townhouse residential development, a site plan shall be approved by the City in accordance with this Section.
2. No development described in paragraph 1 above shall be lawful or permitted to proceed without final site plan approval. A site plan approved as part of a conditional use permit shall be considered a site plan approval.
3. If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development standards. The general modifications shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the site development requirements at the time a site plan is approved. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.



B. General Requirements

All improvements reflected on approved site plans must be constructed at the time of development. All terms and conditions of site plan approval must be met at the time of development.

C. Application Requirements

A complete application for site plan approval shall be submitted to the Administrator as set forth in Section 3.1.C, Application Forms and Fees. The application shall include a landscape plan illustrating compliance with the requirements of Section 7.5, Landscaping and Tree Protection. Where applicable, applicants shall submit information and materials required in Section 7.9, Non-Residential Architectural Standards.

D. Site Plan Approval Process

Site plan review applications shall be processed in accordance with the following requirements:

1. Preapplication Conference

Prior to the submission of an application for site plan approval, all potential applicants may request a preapplication conference with the Administrator. The purpose of the conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO; however, they do not fulfill the requirements for formal review or submittal as set forth in this UDO.

2. Final Action by the Administrator

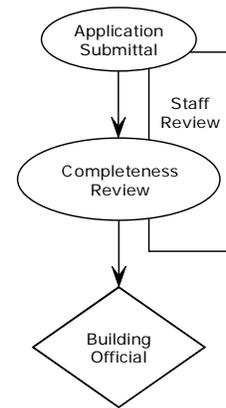
If the proposed site plan is determined to be consistent with all applicable provisions of this UDO, the Administrator shall approve or conditionally approve the site plan. A determination that all such requirements and provisions have not been satisfied shall result in disapproval of the site plan and notice of such disapproval shall be given to the applicant in writing. Conditional approval must entail corrections or changes that are ministerial and explicitly spelled out.

Appendix IX

3.9 Building Permit

A. Building Permit Required

No building or other structure shall hereafter be erected, moved, added to, structurally altered, repaired, demolished, or occupancy changed without a permit issued by the Building Official except in conformity with the provisions of this section and the 2003 INTERNATIONAL BUILDING CODE as adopted and amended by the City, unless directed by the Zoning Board of Adjustment or the Construction Board of Adjustments and Appeals as provided by this UDO. No Building Permit issued under the provisions of this Article for land use or construction in the City shall be considered valid unless signed by the Building Official.



B. Application for Building Permit

1. Applications for Building Permits for single-family, duplex, or townhouse structures shall be accompanied by one (1) set of complete plans, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration, easements, and required setbacks.

Applications for multi-family and commercial structures shall be accompanied by three (3) sets of complete plans, drawn to scale, including the approved site plan as required in Section 3.5, Site Plan Review.

Additional sets of plans shall be supplied to the Building Official upon request.

2. The application shall include such other information as lawfully may be required by the Building Official or the Administrator, including existing or proposed building or alteration; existing or proposed uses of the building and land; the number of families, housekeeping units, or rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this UDO.
3. One copy of the plans shall be returned to the applicant by the Building Official after it is marked as either approved, approved with conditions, or disapproved and attested to same by his signature on such copy. The original copy of the plans, similarly marked, and the associated site plan shall be retained by the Building Official.
4. Where applicable, applicants shall submit information and materials required in Section 7.5, Landscaping and Tree Protection.
5. Where applicable, applicants shall submit information and materials required in Section 7.10 Non-Residential Architectural Standards.

C. Review and Recommendation

The Building Official shall review all building permit applications to determine if intended uses, buildings, or structures comply with all applicable regulations and standards, including this UDO, and approve or disapprove the same.

D. Review and Action by Building Official

1. The Building Official shall make a final determination of whether the intended uses, buildings, or structures comply with all applicable regulations, standards, and the Building Code. The Building Official shall not issue a building permit unless the plans, specifications, and intended use of such building or structures or parts thereof conform in all respects to the provisions of this UDO and the Building Code.
2. If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development standards. The general modifications

shall be indicated on the approved Concept Plan. The Administrator shall determine the specific standards that comply with the general modifications of the site development requirements at the time of building permit. The applicant or the Administrator may have the City Council determine the specific standards that comply with the approved Concept Plan.

Appendix X

5.5 Planned Districts (P-MUD and PDD)

- A. The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:
1. A maximum choice in the type of environment for working and living available to the public;
 2. Open space and recreation areas;
 3. A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
 4. A creative approach to the use of land and related physical development;
 5. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
 6. An environment of stable character in harmony with surrounding development; and
 7. A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

- B. **Planned Mixed-Use District (P-MUD):** The purpose of this district is to permit areas which encourage mixing of land uses such as retail/commercial, office, parks, multi-family, and attached single-family. These uses are developed together in a manner that allows interaction between the uses and that allows each use to support the other uses. Within any P-MUD, residential and non-residential land uses shall each constitute at least twenty percent (20%) of the overall land uses within the mixed-use development. The remaining sixty percent (60%) may be any combination of residential or non-residential land uses. The residential uses provide the patrons for the office and commercial uses. The success of these mixed-use areas is directly related to the sensitive master planning of the site layout.

The P-MUD is appropriate in areas where the land use plan reflects Planned Development or Redevelopment as a land use category. A P-MUD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

- C. **Planned Development District (PDD):** The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial or residential uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility. A PDD should not be used to:

1. Guarantee specific building characteristics within a development;
2. Apply additional development standards to a single site; or
3. Vary from certain development standards unless community benefits outweigh the requested modifications.

Per Ordinance No. 2902 (June 8, 2006)

May 24, 2007
Regular Agenda
Semi-Annual Electrical Wire and Cable

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of electrical wire and cable maintained in inventory as follows: HD Supply for \$661,270.00 (\$80,800 to be decided in a tie-breaker); Techline for \$134,960.00 (\$80,800 to be decided in a tie-breaker); and WESCO for \$159,375.00. Total estimated semi-annual expenditure is \$1,036,405.00. Bid #07-64.

Recommendation(s): Recommend award to the lowest, responsible bidder meeting specifications as follows with semi-annual estimated expenditures totaling \$1,036,405.00.

I.	HD Supply	\$661,270.00 (\$80,800 to be decided in a tie-breaker)
II.	Techline	\$134,960.00 (\$80,800 to be decided in a tie-breaker)
III.	WESCO	\$159,375.00
	Tie-Breaker	\$ 80,800.00
	TOTAL	\$1,036,405.00

Summary: These purchases will be made as needed during the term of the agreement. The electrical wire and cable are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for six-months with the option to renew for two additional six-month terms. Due to market volatility, it is in the City's best interest to enter into a six month agreement. Further action is required to break the tie on item #21 (80,000 feet of 477 MCM, ACC Wire).

The bid tabulation has resulted in two (2) bidders furnishing identical bids for one (1) of the electrical wire items, i.e. Line #21 (477 MCM AAC) both bid \$01.01 per foot. Local Government Code 271.901 "Procedure for Awarding Contract if Municipality or District Receives Identical Bids" requires the governing body of the municipality to enter into a contract with only one of the bidders, rejecting all other bids. If only one of the bidders submitting identical bids is a resident of the municipality, the City must select that bidder; however, neither bidder in this case is a local resident. The City must select from the identical bids by the casting of lots. The casting of lots must be in a manner prescribed by the mayor and must be conducted in the presence of the Council. Line #21 has an identical bid between HD Supply and Techline. The casting of lots is necessary for this one (1) wire item only. All other items have a single apparent low bidder that staff is recommending award to.

Budget & Financial Summary: Eight (8) sealed, competitive bids were received and opened on April 11th, 2007. Four bids could not be considered due to proposed price escalation clauses that were included. 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 #07-64

**City of College Station
Bid Tabulation**

**SEMI-ANNUAL BID FOR Electrical Wire/Cable
DEPARTMENT: Public Utilities / Electrical
BID: #07-64**

11-Apr-07

Item No.	Est. Ann. Quan.	Unit Meas	Description	K B S Electrical Bryan, TX Jimmy Huggins		HD/Hughes Supply Kerrville, TX Jason Leake		Techline Austin, Tx Scott Worm		American Wire Group Hallandale FL Bob Dorfman		Texas Electric Coop Georgetown, TX Roy Marshman		Crystal Comm., Ltd. Kingwood, TX Shanna Kegel		Wesco San Antonio, TX Mark Davis		Priester, Mell and Nich. Austin, TX Ross Nicholson	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	150,000	FT	URD Cable, 1/0 AWG	2.3400	351,000.00	2.1700	325,500.00	2.57	385,500.00	3.4546	518,190.00	2.4500	367,500.00	N/B	N/B	2.5000	375,000.00	2.3400	351,000.00
2	10,000	FT	URD 4/0 AWG	3.0000	30,000.00	2.3600	23,600.00	2.60	26,000.00	5.7462	57,462.00	3.1700	31,700.00	N/B	N/B	2.8500	28,500.00	2.8800	28,800.00
3	10,000	FT	URD 500 MCM	6.4000	64,000.00	4.7000	47,000.00	6.30	63,000.00	6.8440	68,440.00	N/B	N/B	N/B	N/B	5.3000	53,000.00	5.3900	53,900.00
4	7,500	FT	URD 750 MCM	22.4700	168,525.00	22.5800	169,350.00	23.60	177,000.00	9.7300	72,975.00	24.2700	182,025.00	N/B	N/B	21.2500	159,375.00	21.6700	162,525.00
5	20,000	FT	URD 1000 MCM AL	10.5600	211,200.00	8.3500	167,000.00	9.64	192,800.00	12.4580	249,160.00	11.0500	221,000.00	N/B	N/B	9.3500	187,000.00	9.3400	186,800.00
6	20,000	FT	URD 1/0 AWG	No Bid	No Bid	1.0500	21,000.00	0.95	19,000.00	1.1450	22,900.00	N/B	N/B	1.43	28,600.00	1.4500	29,000.00	1.2800	25,600.00
7	53,000	FT	URD 2/0 AWG	No Bid	No Bid	1.1900	63,070.00	1.11	58,830.00	1.3550	71,815.00	N/B	N/B	1.69	89,570.00	1.7000	90,100.00	1.4100	74,730.00
8	10,000	FT	URD 4/0 AWG	No Bid	No Bid	1.6700	16,700.00	1.50	15,000.00	1.7990	17,990.00	N/B	N/B	2.25	22,500.00	2.3000	23,000.00	1.9900	19,900.00
9	15,000	FT	URD 350 MCM	No Bid	No Bid	1.1700	17,550.00	1.19	17,850.00	1.1510	17,265.00	N/B	N/B	6.83	102,450.00	1.4500	21,750.00	1.2700	19,050.00
10	12,000	FT	URD 500 MCM AL	No Bid	No Bid	1.4400	17,280.00	1.45	17,400.00	1.5130	18,156.00	N/B	N/B	9.6700	116,040.00	1.8500	22,200.00	1.3800	16,560.00
11	8,000	FT	OH Duplex, #6	0.2600	2,080.00	0.2500	2,000.00	0.23	1,840.00	0.2970	2,376.00	N/B	N/B	0.3700	2,960.00	0.3500	2,800.00	0.2700	2,160.00
12	15,000	FT	OH Triplex, #6	0.4350	6,525.00	0.3800	5,700.00	0.36	5,400.00	0.4340	6,510.00	N/B	N/B	0.5400	8,100.00	0.5000	7,500.00	0.4000	6,000.00
13	13,000	FT	OH Triplex, #2	0.6950	9,035.00	0.6500	8,450.00	0.58	7,540.00	0.7260	9,438.00	N/B	N/B	0.9100	11,830.00	0.8500	11,050.00	0.6700	8,710.00
14	4,000	FT	OH Triplex, 1/0	1.0000	4,000.00	0.9500	3,800.00	0.90	3,600.00	1.0500	4,200.00	N/B	N/B	1.3100	5,240.00	1.2500	5,000.00	0.9800	3,920.00
15	1,000	FT	OH Triplex, 2/0	1.2700	1,270.00	1.1700	1,170.00	1.57	1,570.00	1.2840	1,284.00	N/B	N/B	1.6100	1,610.00	1.5000	1,500.00	1.2000	1,200.00
16	1,000	FT	OH Triplex, 4/0	1.8900	1,890.00	1.6700	1,670.00	1.68	1,680.00	1.8550	1,855.00	N/B	N/B	2.3200	2,320.00	2.2500	2,250.00	1.7400	1,740.00
17	1,000	FT	OH Quadruplex, #2	1.1000	1,100.00	0.8700	870.00	0.85	850.00	1.0240	1,024.00	N/B	N/B	No Bid	No Bid	1.2500	1,250.00	0.9600	960.00
18	1,000	FT	OH Quadruplex, 1/0	1.7000	1,700.00	1.4000	1,400.00	1.32	1,320.00	1.6880	1,688.00	N/B	N/B	2.1100	2,110.00	2.0000	2,000.00	1.5800	1,580.00
19	1,000	FT	OH Quadruplex, 2/0	1.9800	1,980.00	1.7700	1,770.00	1.68	1,680.00	1.9610	1,961.00	N/B	N/B	2.4500	2,450.00	2.2500	2,250.00	1.8400	1,840.00
20	1,000	FT	OH Quadruplex, 4/0	2.7900	2,790.00	2.4100	2,410.00	2.30	2,300.00	2.7590	2,759.00	N/B	N/B	3.4500	3,450.00	3.2500	3,250.00	2.5900	2,590.00
21	80,000	FT	477 MCM, AAC	1.0200	81,600.00	1.0100	80,800.00	1.01	80,800.00	1.0550	84,400.00	N/B	N/B	No Bid	No Bid	1.1500	92,000.00	1.0600	84,800.00
22	20,000	FT	1/0 AWG, AAC	0.2600	5,200.00	1.6900	33,800.00	0.27	5,400.00	0.2750	5,500.00	N/B	N/B	No Bid	No Bid	0.3500	7,000.00	0.2800	5,600.00
23	20,000	FT	#2 ACSR	0.18500	3,700.00	1.6900	33,800.00	0.19	3,800.00	0.2020	4,040.00	N/B	N/B	No Bid	No Bid	0.2500	5,000.00	0.2100	4,200.00
24	30,000	FT	#12 cu THWN Blk	No Bid	N/B	1.1500	34,500.00	0.14	4,200.00	0.1400	4,200.00	N/B	N/B	0.1200	3,600.00	N/B	N/B	N/B	N/B
25	30,000	FT	#12 cu THWN Wht	No Bid	N/B	1.1500	34,500.00	0.14	4,200.00	0.1400	4,200.00	N/B	N/B	0.4800	14,400.00	N/B	N/B	N/B	N/B
26	15,000	FT	#6 cu THWN Blk	No Bid	N/B	0.4700	7,050.00	0.55	8,250.00	0.5540	8,310.00	N/B	N/B	0.4800	7,200.00	N/B	N/B	N/B	N/B
27	15,000	FT	#6 cu THWN Wht	No Bid	N/B	0.4700	7,050.00	0.55	8,250.00	0.5540	8,310.00	N/B	N/B	0.6600	9,900.00	N/B	N/B	N/B	N/B
28	20,000	FT	#2 cu THWN Blk	No Bid	N/B	1.1600	23,200.00	1.35	27,000.00	0.5540	11,080.00	N/B	N/B	1.2000	24,000.00	N/B	N/B	N/B	N/B
29	20,000	FT	#2 cu THWN Wht	No Bid	N/B	1.1600	23,200.00	1.35	27,000.00	1.3790	27,580.00	N/B	N/B	1.2000	24,000.00	N/B	N/B	N/B	N/B

Grand Total Bid \$	\$947,595.00	\$1,175,190.00	\$1,169,060.00	\$1,305,068.00	\$802,225.00	\$482,330.00	\$1,131,775.00	\$1,064,165.00
Award Total to Vendor \$		\$661,270.00	\$134,960.00				\$159,375.00	
Determined by Tie-Breaker At Council \$		\$ 80,800.00	\$ 80,800.00					
Total Award Recommendation \$	\$1,036,405.00							

Manufacturer	Kerite and Alcan	Okanite & Southwire	Prysmian & Alcan	Superior & ProCables	Kerite	N/A	Southwire	Kerite/GCC
Calendar Days for Shipment	2 to 16 Weeks	1 to 8 Weeks	1 to 22 Weeks	2 to 10 Weeks	14 to 16 Weeks	1 to 4 Weeks	13 Weeks	14 Weeks
Certification of Bid	Y	Y	Y	Y	Y	Y	Y	Y
Prompt Payment Discount	N	N	N	1% 10 Days	N	N	N	N
Addendum Acknowledged	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Deviations/Conditions	Y - Escalations	N	N	Y - Escalations	N	Y - Escalations	N	Y - Escalations

- Staff Recommended Bid Award
- Quoted with Escalations - Cannot be Considered
- Tie Bid - To be broken at May 24th Council Meeting