



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, April 24, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

Pledge of Allegiance, Invocation, Consider absence request
Presentation of Watermark Awards

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

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 state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for 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.

a. Presentation, possible action and discussion of minutes for April 10, 2008 workshop and regular meetings.

- b. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to construct the pedestrian improvements in the State right-of-way at the Longmire and FM 2818 intersection. The estimated cost of the City's participation is \$607,500.
- c. Presentation, possible action, and discussion regarding adoption of a resolution awarding contract 08-146 for the Carters Creek Wastewater Treatment Plant Diffuser Replacement Project to Bryan Construction Co. in the amount of \$206,800.
- d. Presentation, possible action, and discussion to approve an Inter-Local Agreement with Texas A&M University to share the cost of a Socio-Economic Impact study on groundwater exports.
- e. Presentation, possible action, and discussion regarding change order #1 to engineering design contract 07-152 with Malcolm-Pirnie, Inc in the amount of \$18,900 to re-design the parallel water transmission line at the Machine Works, Inc. property.
- f. Presentation, discussion, and possible action regarding Change Order No. 1 to Contract #08-043 with HDR Engineering, Inc. in an amount not to exceed \$12,500.00 for the Landfill Gas to Energy Negotiation Assistance Project.
- g. Presentation, possible action, and discussion on the award of Bid#08-49, to BAYER ELECTRIC. for \$225,232.00 for the installation of traffic signals at the intersections of Rock Prairie Road and Rio Grande Blvd and Holleman Drive and Welsh Avenue.
- h. 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.
- i. Presentation, possible action, and discussion regarding approval of estimated annual expenditures related to copying and printing services as follows: Copy Corner (\$50,000); Office Max (\$50,000); Tops Printing (\$50,000); and Newman Printing (\$50,000).
- j. Presentation, possible action and discussion on a bid award for the purchase of various distribution padmount transformers maintained in inventory to Texas Electric Cooperatives for \$60,806.00 and Wesco Electrical Distributors for \$205,073.00 for a total amount of \$265,879.00. Bid #08-42.
- k. Presentation, possible action, and discussion to award a purchase order to Environmental Improvements, Inc. in the amount of \$138,800 to overhaul the blowers at Carters Creek WWTP.
- l. Presentation, possible action, and discussion regarding a contract with Carroll Buracker & Associates, Inc. for \$94,750.00 to create a Police Master Plan for the College Station Police Department.

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 will sound at 2 1/2 minutes to signal thirty seconds remaining for 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 at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.678 acres from C-2 Commercial-Industrial to C-1 General Commercial, located at 3900 State Highway 6, and more generally located along the West Frontage Road of State Highway 6, 680 feet north of the intersection of State Highway 6 West Frontage Road and Rock Prairie Road.
2. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 10.817 acres from A-O Agricultural Open to R-1 Single Family Residential Medium Density, located at 14097 FM 2154, generally located along the east side of FM 2154, north of the Barron Road intersection.
3. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 75.07 acres from Single-Family Residential, Medium Density, Neighborhood Retail, Institutional, and Floodplains & Streams to Single-Family Residential, Medium Density and Floodplains & Streams located at 450 William D. Fitch Parkway generally located at the southwest intersection of Barron Road and William D. Fitch Parkway.
4. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 147.64 acres from Rural to Single-Family Residential, Medium Density and Single-Family Residential, Low Density located at 3998 Rock Prairie Road West generally located at Great Oaks Drive and Rock Prairie Road West.
5. Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of College Station located near the intersection of Jones Butler Road and Dowling Road.
6. Presentation, possible action, and discussion regarding appointments to the Technical Task Force for Green College Station Action Plan.
7. Presentation, possible action, and discussion to present the results of the recent study on projected Water Demands, conducted by HDR Engineers.

Thursday, April 24, 2008

8. Adjourn.

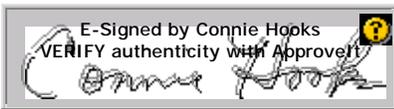
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, April 24, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 21st day of April, 2008 at 2:30 pm.



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 April 21, 2008 at 2:30 pm 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 _____, 2008.

By _____

Subscribed and sworn to before me on this the ____ day of _____, 2008.

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.



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday, April 10, 2008 2:30 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

COUNCIL MEMBER ABSENT: Ron Gay

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team.

Mayor White called meeting to order at 2:30 p.m.

Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.

Council member Crompton asked questions regarding Consent Item 2h, Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Wellborn Road widening project, landscape and hardscape improvements on Wellborn Road (F.M. 2154) from 0.36 miles south of F.M. 2818 to 0.6 miles south of S.H. 40 in an amount not to exceed \$92,984.00.

Council member McIlhaney stated she would abstain from consent item 2d. She also noted that she was present for the March 27, 2008 meeting and inquired if this correction was made to the March 27, 2008 minutes. Staff indicated the minutes were corrected to reflect her attendance.

Council member Scotti expressed the success of the economic development agreement with Reynolds and Reynolds, Inc. This item was scheduled for council consideration at the Regular Meeting.

Workshop Agenda Item No. 2 -- Presentation, tour and discussion of various public and private capital improvement projects.

Chuck Gilman, Director of Capital Projects presented a brief update by showing a virtual tour of current Capital Improvement Projects ongoing in the City.

Mayor White, members of the City Council, staff, and the public spent approximately two hours touring the City to see various projects under construction or near completion. Projects toured were:

Oaks Park – New Basketball Pavilion, Dartmouth Extension Phase II-Extension of Dartmouth from Krenek tap to Harvey Mitchell, Church Avenue Phase II-Rehabilitation of Roadway from College Main to Nagel, Westpark Street Rehabilitation New pavement, utilities, and sidewalk, COCS-Texas Avenue-Streetscaping and Landscaping, John Crompton Park-New lights, shelter, benches, drinking fountain, and pond aerator, Police Department Renovations, Bee Creek Channel Improvements, FM 2818 and Welsh Pedestrian Improvements, CSU Meeting and Training Facility, Fire Station #3-New Fire Station at 1900 Barron Road, COCS Econ Development-Santour Court Affordable Housing Development, COCS-Barron Road Widening Phase I-New roadway from Decatur to SH 6, New Forestry Shop, TxDOT-Barron Road Interchange-SH 6 overpass over Barron Road, and Arrington/Decatur Roadway-Extension of Arrington to WDF, and Decatur to Arrington.

Council returned to the Chambers at 5:30 pm.

Workshop Agenda Item No. 3 -- Council Calendar

- April 11 CSISD Education Foundation, BC Exposition Complex, 6:30 pm – 8:00 pm
- April 12 National Humane Education Society One Day Conf., CS Hilton, 8:30 am – 3:30 pm
- April 15 Council Transportation Committee meeting, Administrative Conf. Rm., 4:30 pm – 6:00 pm
- April 15 CPAC meeting, CS Conference Center, 6:00 pm – 8:00 pm
- April 17 B/CS Chamber Business After hours, Vineyard Court Designer, 5:30 pm – 7:00 pm
- April 18 Memorial Cemetery of CS Groundbreaking, 11:30 am – 1:00 pm
- April 19 CC Little League Opening Ceremony, South wood Athletic Complex, 10:00 am- 11:00 am
- April 20-22 Texas Transportation Forum, Hilton Austin, 8:00 am – 4:59 pm
- April 21 IGC meeting, BVCOG, 12:00 pm – 1:30 pm
- April 24 City Council Workshop / Regular meeting 3:00 pm and 7:00 pm
- April 28 Early Voting begins for City Elections, City Hall, MSC

Council reviewed Calendar. City Manager Brown suggested that the City Council cancel the workshop meeting of April 24 due to the lack of items submitted by staff. Council agreed.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Council member Scotti asked about the time frame for the next three year annexation plan.

Workshop Agenda Item No. 5 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments

Mayor White reported on his attendance at the Council of Governments meeting. He noted that six of seven counties indicated interest in creating a Regional Mobility Authority.

At 5:45 pm, Mayor White announced in open session that the City Council would convene into executive session pursuant to 551.087 and 551.072 of the Open Meetings Act to consider economic development negotiations and the purchase of real property.

Workshop Agenda Item No. 6 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Hotel and Conference Center

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. A possible land exchange, sale or combination thereof by the City of College Station near the intersection of Jones Butler Road and FM 2818, and near the intersection of Dowling Road and Jones-Butler Road

Council concluded its executive session at 6:40 pm.

Workshop Agenda Item No. 7 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.

No formal action taken.

Workshop Agenda Item No. 8 -- Adjourn.

Refer to the regular meeting minutes for time of adjournment.

PASSED and APPROVED, this 24th day of April, 2008.

APPROVED:

Mayor Ben White

ATTEST

Draft



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, April 10, 2008 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Council members Crompton, McIlhaney, Massey, Scotti, and Ruesink

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary McNutt, Management Team

Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation Hear visitors.

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. R.B Alley provided the invocation.

A motion was made by Council member Scotti to approve the absence request by Mayor Pro Tem Gay and seconded by Council member Massey which carried 6-0.

FOR: Mayor White, Ruesink, McIlhaney, Scotti, Massey and Crompton
AGAINST: None
ABSENT: Gay

Hear Visitors

No one spoke.

Regular Agenda Item No. 2 -- Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Approved minutes for City Council workshop and regular meetings, March 27, 2008.
- b. Approved annual renewal of software maintenance with Sungard Public Sector, Inc. in the amount of \$141,180.00.

- c. Approved the ratification of Change Order #1 to Contract 08-098 with Joe Orr, Inc. in the amount of \$18,200.00 to perform survey work associated with the recent annexation.
- d. Approved the 2008 contracts for employee insurance with Caremark, Deer Oaks EAP, The Standard Insurance Company, Minnesota Life, and Blue Cross Blue Shield for the health plan and reinsurance (stop loss). **Council member McIlhaney abstained from this item.**
- e. Approved payment of Retention and Expansion and Payroll Grants in the amount of \$45,000 to Reynolds and Reynolds, Inc. Funds available in Economic Development Fund.
- f. Approved **Resolution No. 4-10-08-2f** approving a modification and extension of the Note for the loan of HOME Investment Partnership (HOME) Program funds for the Santour Court Housing Tax Credit development; and authorizing Mayor to sign the resolution.
- g. Approved **Resolution No. 4-10-08-2g** approving a construction contract, including Alternate "A", with Brazos Valley Services in the amount of \$1,065,521.45 for the Church Avenue Phase II project.
- h. Approved **Resolution No. 4-10-08-2h** approving an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Wellborn Road widening project, landscape and hardscape improvements on Wellborn Road (F.M. 2154) from 0.36 miles south of F.M. 2818 to 0.6 miles south of S.H. 40 in an amount not to exceed \$92,984.00.
- i. Approved **Resolution No. 4-10-08-2i** awarding construction contract #08-147 for \$349,000 to Elliot Construction for installation of new water and wastewater service connection taps.
- j. Approved Bid #08-47 for annual price agreement with Vulcan Materials Company in an amount not to exceed \$217,500 for cover stone, trap rock for the maintenance of streets.
- k. Approved Bid#08-48 for the installation of roadway traffic signs in the amount of \$70,590.40 to the lowest responsible bidder, Osburn Associates, Inc. and Allied Tube Conduit in the amount of \$27,796.50 for sign posts, total of \$98,386.90.
- l. Approved renewal of Contract No. 06-197 (Bid No. 06-93) for annual janitorial services in an amount not to exceed \$200,143.94 to Professional Floor Service and Janitorial.
- m. Approved **Resolution No. 4-10-08-2m** appointing citizens to serve as election officials in the May 10, 2008 General and Special Election.

A motion was made by Council member Massey to approve consent agenda items 2a thru 2m with 2m as amended and seconded by Council member Scotti which carried 6-0. Council member McIlhaney abstained from Item 2d.

FOR: Mayor White, Crompton, Massey, Scotti, Ruesink
AGAINST: None
ABSTAINED: Council member McIlhaney from 2d
ABSENT: Gay

Regular Agenda Item No. 1 -- Presentation, public hearing, possible action and discussion on the Texas Avenue Streetscape project.

Introduced by Mark Smith, Director of Public Works.

Troy Rother, Assistant City Engineer introduced consultant Zach Hunter with Land Design Partners. Mr. Hunter presented the status report on plans to landscape Texas Avenue with trees and other vegetation to improve the aesthetics along one of the city's major corridors.

Three Design Zones:

- 1) Limited area due to existing utilities, visibility triangles, available space and topography.
- 2) Limited area due only to available space and visibility triangles & minimal utilities.
- 3) Unlimited Landscape Area.

"Unlimited" Landscape Areas would include:

- Area 1) FM 2818
- Area 2) Police Station & Adjacent Property
- Area 3) Wolf Pen Creek

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

A motion was made by Council member Massey to move forward with the Texas Avenue Streetscape Improvements and seconded by Council member McIlhane which carried 6-0.

FOR: Mayor White, Massey, McIlhane, Scotti, Ruesink and Crompton

AGAINST: None

ABSENT: Gay

Regular Agenda Item No. 2 -- Presentation, possible action, and discussion regarding the update to the City of College Station's Comprehensive Plan.

Bob Cowell, AICP, Director of Planning & Development Services presented updates on the comprehensive plan process. Comprehensive Plan has two phases: Phase 1-completed visions and goals and Phase 2-existing conditions (staff draft completed), community character (KKC first draft), Urban Design (KKC first draft), Unique Community Assets (KKC – first draft), Neighborhood Integrity (Staff – draft completed).

Comprehensive Plan Update - upcoming activities:

- Parks, arts & leisure
- Economic development
- Transportation
- Preliminary future land use and saves model results
- Council mid-point briefing

Council supported the process. No formal action taken.

Regular Agenda Item No. 3 -- Presentation, possible action, and discussion regarding College Station's Greenways Program including discussion of current practices and updating of the Greenways Plan.

Bob Cowell, AICP, Director of Planning & Development Services introduced Venessa Garza, Program Manager.

Ms. Garza presented an overview of past and current efforts regarding the identification and acquisition of greenways in College Station. She briefly went over the plans, goals and strategies for the greenway program and requested Council's clarification and direction they deemed appropriate based on the information provided.

Council supported the staff's recommendations. No formal action taken.

Regular Agenda Item No. 4 -- Presentation, possible action and discussion on an update of the city's Red Light Camera Program.

Introduced by Mark Smith, Director of Public Works.

Troy Rother, Assistant City Engineer presented Council a status report on the newly created Red Light Camera program: (4500 citations issued since cameras were implemented).

Justin Gold of American Traffic Solutions explained the system processes.

Councilmembers asked staff to bring back a report of citations issued prior to installation of program and the current operation and revenues received. Council directed staff to review sixty-six (66) intersections and bring ten (10) of the problematic intersections back to City Council for further discussion.

No formal action taken.

Regular Agenda Item No. 5 -- Adjourn.

Hearing no objections, Mayor White adjourned the meetings at 8:55 p.m. on Thursday, April 10, 2008.

A motion was made by Council member McIlhaney to adjourn and seconded by Council member Massey which carried 6-0.

FOR: Mayor White, McIlhaney, Ruesink, Scotti, Crompton, and Massey

AGAINST: None

ABSENT: Gay

PASSED and APPROVED this 24th day of April, 2008.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

Draft

April 24, 2008
Consent Agenda Item 2b
Longmire Drive-FM 2818 Intersection Improvements
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to construct the pedestrian improvements in the State right-of-way at the Longmire and FM 2818 intersection; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. The estimated cost of the City's participation is \$607,500.

Recommendation(s): Staff recommends approval of the AFA. Staff also recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This AFA is to authorize work in the State right-of-way for the construction of the Longmire Drive Pedestrian Improvements. The total costs for the intersection improvements are estimated at \$607,500 and will be 100% the City's participation. The improvements are part of the 2005 Bike Loop Project that will add dedicated right turn lanes, deceleration and acceleration lanes, curbs, sidewalks, crosswalks and pedestrian signals to the Longmire-FM 2818 intersection.

Budget & Financial Summary: Funds in the amount of \$1,477,826 are budgeted for the completion of the College Station Bike Loop project as part of the ST0530 (\$327,202 - Bike Loop project), ST9803 (\$169,000 - Miscellaneous Bike Trails project) and ST0521 (\$981,624 - Hike and Bike Trails project). The intersection improvements will be funded by Hike and Bike Trails funds (ST0521). Funds in the amount of \$581,624 have been appropriated to this project to date. If approved, appropriations in the amount of \$400,000 will be included on a future FY08 budget amendment. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

Attachments:

- 1.) Advance Funding Agreement
- 2.) Project Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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 Number 109862 authorizes the State to undertake and complete a highway improvement project; and,

WHEREAS, the Local Government is overseeing the development project to construct pedestrian and bicycle improvements at the intersection of Longmire Drive, which is a city operated and maintained street, and FM 2818 (Harvey Mitchell Parkway), hereinafter called the "Local Project"; and,

WHEREAS, a portion of the Local Project will be constructed within the right of way of FM 2818, a state-maintained and operated highway facility; such portion of work to include construction of pavement, bike lanes, pedestrian crosswalks, curbs and sidewalks, hereinafter called the "Improvements"; and,

WHEREAS, the Local Government will fund one hundred percent (100%) of the cost of the Improvements; and,

WHEREAS, this Agreement is required in order for the Local Government, its contractor or approved representative to construct the Improvements within the state right of way; and,

WHEREAS, the State has determined that the Improvements are 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 Improvements which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. It is understood by the Parties that the Improvements described in Attachment A, Payment Provision and Work Responsibilities are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

Article 3. Right of Access

The Local Government shall permit the State or its authorized representative to access municipal owned property to perform any activities required under this Agreement.

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

If requested by the State, the Local Government agrees to electronically deliver to the State any documents pertaining to the State's right of way including as-built construction plans and utility adjustments and relocations. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Funds

No funds will be provided by the Local Government to the State as part of this Agreement.

Article 8. Inspection and Conduct of Work

The Local Government will be responsible for all work on the Local Project. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will inspect all work performed hereunder that affects the operation and future maintenance of the State maintained highway facilities and provide such engineering inspection and testing services as may be required to ensure that the Local Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions from the State will be directed to the Local Government or their designated representative.

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.

In addition, the Local Government, its contractors or its approved representative will prosecute the work in accordance with the General Provisions listed in the Attachment A.

Article 9. Increased Costs

Any increased costs related to the Local Project will be paid by the Local Government or its approved representative.

Article 10. Maintenance

Upon completion of the Local Project, the maintenance responsibilities of the parties to this Agreement will be in accordance with the Municipal Maintenance Agreement or any other applicable current agreement between the Local Government and the State.

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, at any time before the date the Local Government lets its contract, if the State determines that the performance of the Local Project is not in the best interest of the State.

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:
Glenn Brown City Manager, City of College Station P.O. Box 9960 Bryan, TX 77842-9960	Bryan Alan Wood, P.E. Bryan District Engineer Texas Department of Transportation 1300 North Texas Avenue Bryan, TX 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 Local 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.

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, its contractor or its approved representative 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 Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government is undertaking a project to construct a bicycle facility. Part of this work will require them to improve the intersection of Longmire Drive, which is a city-maintained and operated facility, and FM 2818 (Harvey Mitchell Parkway), a state maintained and operated highway. A portion of the Project will be constructed within the state right of way of FM 2818. These improvements may include the construction of the intersection pavement, deceleration and acceleration lanes on FM 2818, bike lanes, pedestrian crosswalks, curbs and sidewalks. The Local Government will fund one hundred percent (100%) of the cost of the improvements within the state right of way. The total estimated cost of the Project is estimated to be approximately \$607,500. The Local Government has estimated the project as follows:

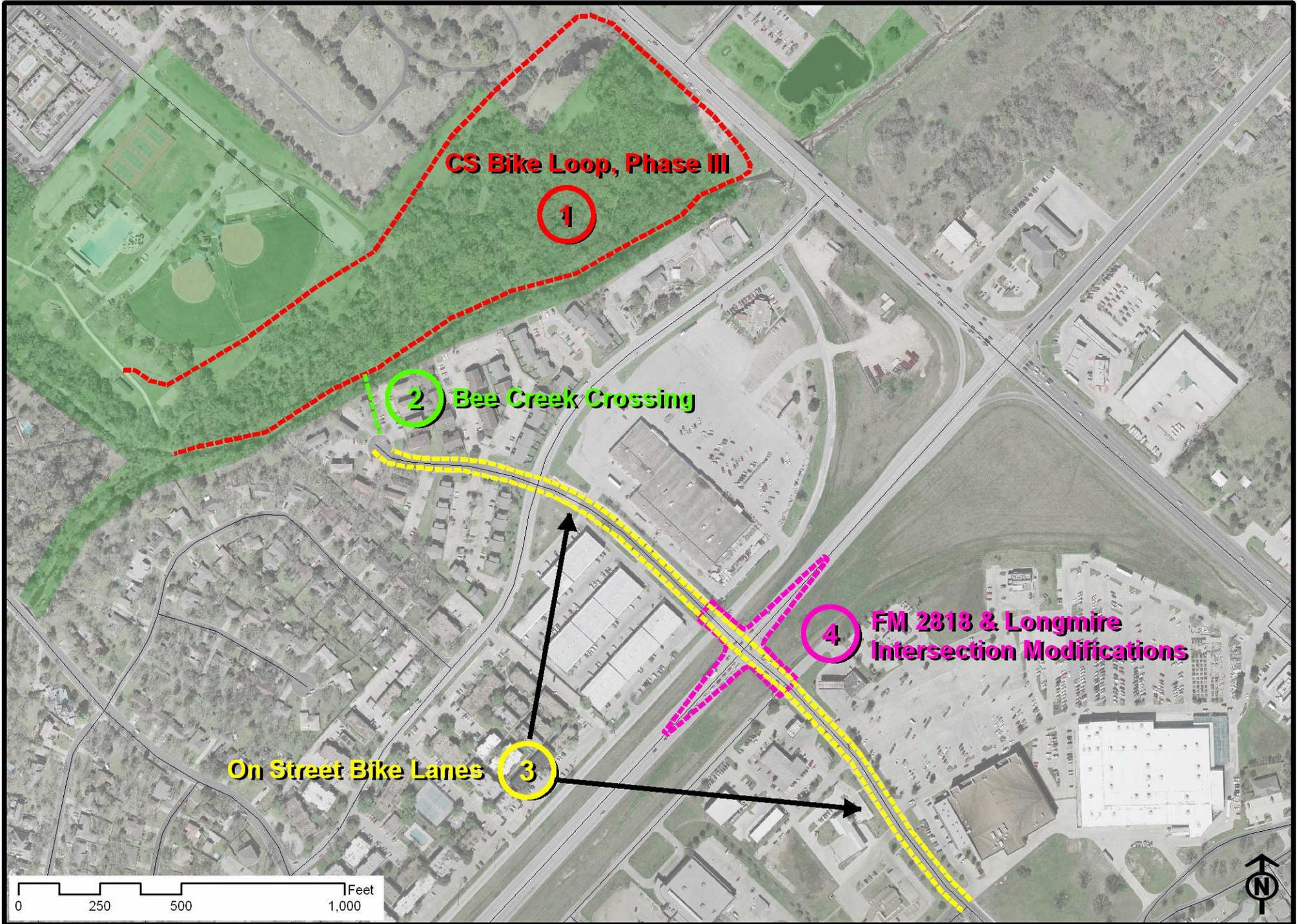
Description	Total Estimate Cost	Local Participation	
		%	Cost
Project Development and Design	\$44,500	100%	\$44,500
Construction Cost	\$563,000	100%	\$563,000
Subtotal	\$607,500		\$607,500
Direct State Costs (including plan review, inspection and oversight)	Waived	n/a	\$0
Indirect State Costs (no local participation required except for service projects)	n/a	n/a	\$0
TOTAL	\$607,500		\$607,500

Local Government's Participation (100%) = \$607,500

This is an estimate only. Final participation amounts will be based on actual charges to the project.

General Provisions

1. A traffic control plan (TCP) is required prior to the start of construction within the State right of way. This TCP shall be developed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Any lane closures on the State highway facility shall be confined to the hours between 9:00 a.m. and 4:00 p.m. unless otherwise approved in writing by the State.
2. Signs, drainage structures, appurtenances, sod, etc. within the State right of way that are disturbed by construction shall be restored to an equal or better condition than exists prior to the beginning of construction.
3. Any modifications to the existing pavement markings and markers along the State highway facility must have prior approval from the Bryan Area Engineer.
4. The Local Government, its contractors or its approved representatives are responsible for locating all utilities within the State right of way that may be affected by this construction. Contact with the affected utility companies and utility locators is required.
5. All construction shall be in accordance with the Local Government's approved construction plans, standard details and specifications.
6. The Local Government, its contractors or its approved representatives will be required to remove and store any roadway signs that are within the State right of way and are in conflict with the proposed construction. The Local Government, its contractors or its approved representatives are to notify the Brazos County Maintenance Supervisor at 979-778-8054 if relocation of any sign is required. The Local Government, its contractors or its approved representatives will be responsible for reinstalling signs. This work will be done in accordance with the TMUTCD and the applicable State or Local Government standards.
7. Where applicable, ditches shall be graded to drain.
8. Any concrete curb placed within the State right of way and located within 30 feet of the nearest highway travel lane shall be a mountable curb section.
9. Highway surfaces shall be kept clean of mud, debris, etc. All sediment control devices shall be placed and maintained such that erosion within the State right of way is kept to a minimum.
10. The Local Government or its prime contractor shall contact the Brazos County Maintenance Supervisor at 979-778-8054 at least 48 hours prior to starting work within the State right of way.



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 Number 109862 authorizes the State to undertake and complete a highway improvement project; and,

WHEREAS, the Local Government is overseeing the development project to construct pedestrian and bicycle improvements at the intersection of Longmire Drive, which is a city operated and maintained street, and FM 2818 (Harvey Mitchell Parkway), hereinafter called the "Local Project"; and,

WHEREAS, a portion of the Local Project will be constructed within the right of way of FM 2818, a state-maintained and operated highway facility; such portion of work to include construction of pavement, bike lanes, pedestrian crosswalks, curbs and sidewalks, hereinafter called the "Improvements"; and,

WHEREAS, the Local Government will fund one hundred percent (100%) of the cost of the Improvements; and,

WHEREAS, this Agreement is required in order for the Local Government, its contractor or approved representative to construct the Improvements within the state right of way; and,

WHEREAS, the State has determined that the Improvements are 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 Improvements which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. It is understood by the Parties that the Improvements described in Attachment A, Payment Provision and Work Responsibilities are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

Article 3. Right of Access

The Local Government shall permit the State or its authorized representative to access municipal owned property to perform any activities required under this Agreement.

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

If requested by the State, the Local Government agrees to electronically deliver to the State any documents pertaining to the State's right of way including as-built construction plans and utility adjustments and relocations. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Funds

No funds will be provided by the Local Government to the State as part of this Agreement.

Article 8. Inspection and Conduct of Work

The Local Government will be responsible for all work on the Local Project. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will inspect all work performed hereunder that affects the operation and future maintenance of the State maintained highway facilities and provide such engineering inspection and testing services as may be required to ensure that the Local Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions from the State will be directed to the Local Government or their designated representative.

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.

In addition, the Local Government, its contractors or its approved representative will prosecute the work in accordance with the General Provisions listed in the Attachment A.

Article 9. Increased Costs

Any increased costs related to the Local Project will be paid by the Local Government or its approved representative.

Article 10. Maintenance

Upon completion of the Local Project, the maintenance responsibilities of the parties to this Agreement will be in accordance with the Municipal Maintenance Agreement or any other applicable current agreement between the Local Government and the State.

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, at any time before the date the Local Government lets its contract, if the State determines that the performance of the Local Project is not in the best interest of the State.

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

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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 Local Project.

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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.

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, its contractor or its approved representative 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 Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government is undertaking a project to construct a bicycle facility. Part of this work will require them to improve the intersection of Longmire Drive, which is a city-maintained and operated facility, and FM 2818 (Harvey Mitchell Parkway), a state maintained and operated highway. A portion of the Project will be constructed within the state right of way of FM 2818. These improvements may include the construction of the intersection pavement, deceleration and acceleration lanes on FM 2818, bike lanes, pedestrian crosswalks, curbs and sidewalks. The Local Government will fund one hundred percent (100%) of the cost of the improvements within the state right of way. The total estimated cost of the Project is estimated to be approximately \$607,500. The Local Government has estimated the project as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Project Development and Design	\$44,500	100%	\$44,500
Construction Cost	\$563,000	100%	\$563,000
Subtotal	\$607,500		\$607,500
Direct State Costs (including plan review, inspection and oversight)	Waived	n/a	\$0
Indirect State Costs (no local participation required except for service projects)	n/a	n/a	\$0
TOTAL	\$607,500		\$607,500

Local Government's Participation (100%) = \$607,500

This is an estimate only. Final participation amounts will be based on actual charges to the project.

General Provisions

1. A traffic control plan (TCP) is required prior to the start of construction within the State right of way. This TCP shall be developed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Any lane closures on the State highway facility shall be confined to the hours between 9:00 a.m. and 4:00 p.m. unless otherwise approved in writing by the State.
2. Signs, drainage structures, appurtenances, sod, etc. within the State right of way that are disturbed by construction shall be restored to an equal or better condition than exists prior to the beginning of construction.
3. Any modifications to the existing pavement markings and markers along the State highway facility must have prior approval from the Bryan Area Engineer.
4. The Local Government, its contractors or its approved representatives are responsible for locating all utilities within the State right of way that may be affected by this construction. Contact with the affected utility companies and utility locators is required.
5. All construction shall be in accordance with the Local Government's approved construction plans, standard details and specifications.
6. The Local Government, its contractors or its approved representatives will be required to remove and store any roadway signs that are within the State right of way and are in conflict with the proposed construction. The Local Government, its contractors or its approved representatives are to notify the Brazos County Maintenance Supervisor at 979-778-8054 if relocation of any sign is required. The Local Government, its contractors or its approved representatives will be responsible for reinstalling signs. This work will be done in accordance with the TMUTCD and the applicable State or Local Government standards.
7. Where applicable, ditches shall be graded to drain.
8. Any concrete curb placed within the State right of way and located within 30 feet of the nearest highway travel lane shall be a mountable curb section.
9. Highway surfaces shall be kept clean of mud, debris, etc. All sediment control devices shall be placed and maintained such that erosion within the State right of way is kept to a minimum.
10. The Local Government or its prime contractor shall contact the Brazos County Maintenance Supervisor at 979-778-8054 at least 48 hours prior to starting work within the State right of way.

April 24, 2008
Consent Agenda Item 2c
Carters Creek WWTP Diffuser Replacement Project

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution awarding contract 08-146 for the Carters Creek Wastewater Treatment Plant Diffuser Replacement Project to Bryan Construction Co. in the amount of \$206,800.

Recommendation: Staff recommends Council adopt this resolution.

Summary: Effective wastewater treatment requires periodic rehabilitation work to the basins and equipment, which often takes more manpower than we have on staff. These items are contracted out, and this contract includes plant improvements in four areas:

- Replacement of the aeration diffusers for Plants 3 and 5
- Remove the sediment accumulated in Digested Sludge Holding Tank #2
- Repair of leaks in the aeration piping on Plant 3
- Level the weirs on clarifiers 4B and 5B

These improvements are necessary to maintain plant capacity and to correct deficiencies noted by our TCEQ inspector during our last compliance inspection. Bryan Construction has an excellent track record at the Plant, and staff recommends approval.

Budget & Financial Summary: Bid 08-40 resulted in one bid from Bryan Construction Co. for \$206,800. This price is considered reasonable, since it is consistent with prices we have paid in the past for similar work, with a modest increase for inflation. Wastewater Capital Improvement and Operational funds are budgeted and available.

Attachments:

Resolution
Bid Summary

**Contractor's Proposal ITB 08-40
3 & 5 Diffuser Replacement at CCWWTP**

Item	Quantity	Description	Unit Price	Total Price
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Bryan Construction

Plant 3 Aeration Diffuser Replacement				
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1	1 each	Clean all grit and debris out of the Plant 3 aeration basin, replace all existing diffusers, install diffusers in all blanks, test the new diffusers and piping, repair any air leaks in the diffusers or aeration grid piping as specified.	\$40,000.00	\$40,000.00
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Plant 5 Aeration Diffuser Replacement				
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2	1 each	Clean all grit and debris out of the Plant 5 aeration basin, replace all existing diffusers, install diffusers in all blanks, test the new diffusers and piping, repair any air leaks in the diffusers or aeration grid piping as specified.	\$40,000.00	\$40,000.00
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Plant 3 Aeration Piping Repairs				
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3	1 each	Excavate, align, and repair the stainless steel aeration pipe from the blowers to the aeration basin as specified.	\$33,000.00	\$33,000.00
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4	1 each	Excavate, align, and repair gaskets in the mechanical joints on the stainless steel aeration pipe from the blowers to the aeration basin as specified.	*included in Item 3	*included in Item 3
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Digested Sludge Holding Tank #2 Cleaning				
-------------------------------------------------	--	--	--	--

5	1 each	Remove all accumulated grit, hair, and debris from the tank and associated equipment, clean and repair aeration diffusers, and adjust discharge angle of two airlift pumps as specified.	\$33,000.00	\$33,000.00
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Clarifier 4B and 5B Weir Trough Leveling				
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6	2 each	Repair damaged or missing supports, fasteners, and weir plates, level the weir trough, and adjust the weir plates on each of two clarifiers to provide even effluent flow over the weirs as specified.	\$13,900.00	\$28,800.00
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Mobilization and Other Parts or Services Needed				
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7		Mobilization and other miscellaneous costs.	\$33,000.00	\$33,000.00
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Total Bid	\$206,800.00
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*Item #3 includes: 1) 2/ea welded 18" butt straps 30455; 2) 2/ea welded 12" butt straps 30455; 3) 1/ea 6" transition coupling c.s.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CARTERS CREEK WWTP PLANTS 3 AND 5 DIFFUSER REPLACEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Carters Creek WWTP Plants 3 and 5 Diffusers Replacement Project; and

WHEREAS, the selection of Bryan Construction Company is being recommended as the lowest responsible bidder for the construction services related to the full scope of the Carters Creek WWTP Plants 3 and 5 Diffusers Replacement Project; now, therefore,

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

PART 1: That the City Council hereby finds that Bryan Construction Company is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Bryan Construction Company for \$206,800.00 for the labor, materials and equipment required for the improvements related the Carters Creek WWTP Plants 3 and 5 Diffusers Replacement Project.

PART 3: That the funding for this Project shall be as budgeted from the Wastewater Capital Projects Fund, in the amount of \$206,800.00

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

April 24, 2008

Consent Agenda Item 2d

ILA for Impact Study of Groundwater Exports

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion to approve an Inter-Local Agreement with Texas A&M University to share the cost of a Socio-Economic Impact study on groundwater exports.

Recommendation: Staff recommends Council approve this agreement

Summary: On January 24, 2008, City Council approved the award of a consulting contract with HDR Engineers to determine the socio-economic impact of large groundwater exports from Brazos and Robertson Counties. This study will greatly assist the process of determining the "Desire Future Conditions" (DFC) of the Simsboro aquifer, which is vitally important to our region. The cost of this study is \$103,900.

On that same date, City Council also approved an inter-local agreement with the City of Bryan, whereby the City of Bryan agreed to pay one-third of the cost of the study, approximately \$35,000.

Staff now requests Council to approve a similar agreement with Texas A&M University, whereby they also will pay one-third of the cost of the study, approximately \$35,000. The agreement is attached, and is already signed by the appropriate staff of TAMU.

Budget & Financial Summary: None

Attachments:

ILA

**INTERLOCAL AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY
AND THE CITY OF COLLEGE STATION**

STUDY OF ECONOMIC IMPACT OF WATER WITHDRAWAL

This **Interlocal Agreement** (“Agreement”) is effective as of the _____ day of _____, 2008, by and between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas on behalf of its Physical Plant Department, (hereinafter referred to as “**TAMU**”) and the City of College Station, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “**COLLEGE STATION**”) each acting herein by and through its respective Governing Body.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local government entities to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, TAMU and COLLEGE STATION each desire to enter into an Interlocal Agreement to share the cost of a study to determine the economic impact of water withdrawals; and

WHEREAS, TAMU and COLLEGE STATION have agreed that the engineering firm of HDR Engineers (“HDR”) is best suited to provide professional services in this matter; and

WHEREAS, COLLEGE STATION has secured the services of HDR in accordance with applicable procurement guidelines and agrees to monitor HDR progress during the conduct of the study.

WHEREAS, TAMU and COLLEGE STATION represent that they each are independently authorize to perform the services contemplated under this Agreement; and

WHEREAS, TAMU and COLLEGE STATION, have determined that it will be in the best interests of TAMU and COLLEGE STATION to enter into this agreement enabling the entities to share equally in the cost of a study to determine the economic impact of water withdrawals (“Economic Impact Study”);

NOW, THEREFORE, the cities herein enter into this Agreement to outline the joint participation of **TAMU** and **COLLEGE STATION** as follows:

**ARTICLE I
SHARED COST AGREEMENT**

1.1 COLLEGE STATION will receive and review billing statements submitted from HDR related to the Economic Impact Study, and COLLEGE STATION will pay all reasonable fees for same. Upon completion of the Economic Impact Study, COLLEGE STATION will provide a copy of the Economic Impact Study, together with the final statement submitted by

HDR to TAMU within thirty (30) calendar days of receipt, and TAMU will, subject to section 1.2 below, reimburse one third (1/3) of the amount due HDR to COLLEGE STATION within thirty (30) calendar days of TAMU's receipt of the copy of the Economic Input Study and HDR's final statement. COLLEGE STATION will notify TAMU of and TAMU will participate in progress meetings with HDR on the progress of the Economic Impact Study as it relates to HDR's progress and any questions HDR may have with the study.

- 1.2 The cost of the study is expected to be \$105,000 and TAMU hereby agrees to reimburse COLLEGE STATION an amount not to exceed \$35,000 within thirty (30) calendar days of receipt of a copy of the study and a copy of the final statement issued by HDR to COLLEGE STATION.
- 1.3 COLLEGE STATION expects to enter into a similar agreement with the City of Bryan, for Bryan to also pay \$35,000.

ARTICLE II GENERAL PROVISIONS

- 2.1 **Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual listed below or if it is delivered or sent by certified mail to the business address as listed below. Each city has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other city in writing.

TAMU: Texas A&M University
Attn: Director for Utilities
Physical Plant Complex – Agronomy Road
1371 TAMU
College Station, Texas 77843-1371

COLLEGE STATION: City of College Station
Attn: City Manager
1101 Texas Avenue
College Station, Texas 77840

- 2.1 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 2.2 **Jurisdiction and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. The cities agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 2.3 **Governmental Immunity and Hold Harmless.** To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, College Station and TAMU

agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connection with the provision of water.

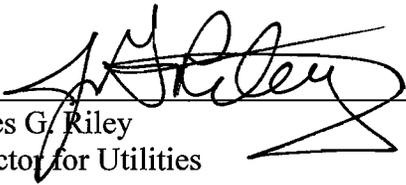
- 2.4 It is understood that this Agreement contains the entire agreement between the entities and supersedes any and all prior agreements, arrangements, or understandings between the cities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the cities, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 2.5 This Agreement remains in effect until either party terminates the Agreement.
- 2.6 Each entity has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each city has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- 2.7 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 2.8 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.
- 2.9 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, 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.
- 2.10 This Agreement represents the entire and integrated agreement between COLLEGE STATION and TAMU and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.
- 2.11 Notwithstanding any provision herein to the contrary, this Agreement terminates at the conclusion of TAMU issuing payment to COLLEGE STATION or is otherwise terminable at the will of either Governing Body for non-appropriation of funds during any fiscal year during the term hereof.

2.12 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

SIGNED this the _____ day of _____, 2008.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION



James G. Riley
Director for Utilities

BY: _____
Ben White, Mayor



Richard L. Williams
Assistant Vice President for Physical Plant

ATTEST:

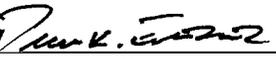
Connie Hooks, City Secretary



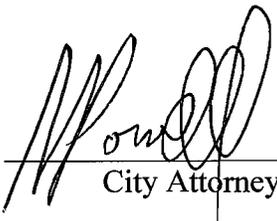
Charles A. Sippel
Vice President for Facilities

APPROVED:

Glenn Brown, City Manager



Dean Endler
Executive Director, Contract Administration



City Attorney



Robert T. Bisor, III
Associate Vice President and
University Contracts Officer

Chief Financial Officer

Scope of Services

Cities of Bryan and College Station and Texas A&M University

Socio-Economic Impact of Large Groundwater Exports from the Brazos Valley Groundwater Conservation District

HDR Engineering, Inc.

January 25, 2008

Pursuant to HB 1763 of the 79th Texas Legislature, the Mid-East Texas, Brazos Valley, Post Oak Savannah, Lost Pines and Fayette County Groundwater Conservation Districts (GCDs) are in the process of determining Desired Future Conditions (DFCs) for the major and minor aquifers in Groundwater Management Area 12 (GMA 12). The DFCs established by GMA 12 will be used by the Texas Water Development Board (TWDB) to determine the quantity of Managed Available Groundwater (MAG). MAG is a new term for groundwater availability and is to be used for regional water plans, and groundwater conservation district management plans and permitting. Groundwater conservation districts are now to issue permits up to the volume of the MAG.

The Cities of Bryan and College Station and Texas A&M University desire to assist GMA 12, and the Brazos Valley GCD in particular, by providing information concerning the social and economic impacts to Brazos and Robertson Counties of large groundwater volumes developed and exported outside of the Brazos Valley GCD. Of particular concern are large withdrawals from the prolific Carrizo and Simsboro Aquifers. It is hoped that this information, when provided to the Brazos Valley GCD and to the other members of GMA 12, will help guide the selection of DFCs by encouraging the GMA 12 members to consider social and economic impacts when establishing DFCs for GMA 12.

The Cities of Bryan and College Station requested HDR Engineering, Inc. (HDR) to assist the cities in determining the social and economic impacts of large groundwater exports from GMA 12. HDR proposes the following scope of services to assist the cities in this regard.

Task 1. Acquire Groundwater Well Information from TWDB and Brazos Valley GCD.

Well information to be collected will include depths at which well pumps are set, well capacities, recent production, and types of use. These data will be used to assess the overall effects that reducing piezometric heads in the aquifers would have on either requiring that wells be abandoned or pumps lowered. HDR will also meet with 2 or 3 of the most active well drillers in the two counties to obtain information that may be of use

in characterizing normal standards of practice in the area with regard to setting pump depths.

Task 2. Apply Carrizo-Wilcox GAM to determine a range of future aquifer conditions

HDR utilized an earlier version of the Carrizo-Wilcox Groundwater Availability Model (GAM) to determine groundwater availability for the 2006 Brazos G Regional Water Plan. The pumping files of the previous GAM were modified by HDR to represent where future development of large-scale groundwater projects might occur. The current GAM maintained by the TWDB includes some additional discretation of layers and the addition of the Sparta and Queen City Aquifers. HDR will modify pumping files in the current GAM in similar fashion to the modifications made to the earlier GAM for Brazos G, and apply the revised GAM to determine future aquifer conditions based on the following three scenarios:

Scenario 1 (Baseline): Brazos G year 2060 water use with no projected exported water.

Will include only the groundwater supply from the Carrizo and Simsboro Aquifers that is projected to be used within the Brazos G counties in the 2006 Brazos G Regional Water Plan. All projected groundwater exports will be excluded. Using the Year 2000 pumping rate as a starting point, the water usage increases will be projected, starting in Year 2010 at zero, and increasing at a linear rate until the total Year 2060 usage is achieved by Year 2025. The aquifer conditions created by this scenario will form a “baseline” against which the following two scenarios will be compared.

Scenario 2: Brazos G year 2060 water use with projected Year 2060 exports.

Added to the baseline case will be all projected groundwater exports included in the 2006 Brazos G Regional Water Plan. These will be added to the model in similar fashion to the Year 2060 in-county usage from Scenario 1. Adjacent GCDs will be queried to find out what water permits have been issued to water marketers, or what permits are issued for wells that are not yet drilled. These exports will be either added directly to the model or will be used to modify those based on the regional water plan, as appropriate. All existing and planned exports will be clearly identified and listed.

Scenario 3: Brazos G groundwater availability estimates.

The Brazos G RWPG adopted groundwater availability estimates based upon an assumed pumping pattern and ultimate (Year 2060) groundwater level declines. These groundwater usage estimates will be added to the model in similar fashion to Scenarios 1 and 2.

Task 3. Qualitatively estimate water quality impacts.

Increased utilization of groundwater from the Carrizo and Simsboro Aquifers could cause an increase in total dissolved solids (TDS) at municipal and other supply wells in the College Station area of Brazos County, as aquifer flow patterns are modified and induce higher TDS-concentration water to migrate into relatively fresh water zones. In addition, lowering of water levels in the northern Robertson County area could exacerbate other more local water quality concerns related to iron and manganese concentrations. HDR will review GAM output under the three scenarios above and utilize existing known empirical and theoretical relationships to assess the potential for water quality in existing developed areas to degrade and require additional treatment prior to use.

Task 4. Catalogue and summarize the impacts of the three scenarios.

HDR will utilize regional groundwater levels estimated for the three groundwater usage scenarios to project the impacts to current and future uses of Carrizo and Simsboro Aquifers in Brazos and Robertson Counties. Direct impacts will be computed as costs required to lower pumps in existing wells, increased pumping costs required to lift water from lower elevations, costs to replace wells in areas that may be projected to become dewatered, costs associated with agricultural businesses and others receiving insufficient supplies to meet needs, costs for increased treatment due to water quality degradation, and costs for municipalities to develop alternative water supplies (surface water) if projected water levels preclude development of sufficient groundwater supplies to meet future needs.

HDR will utilize these specific direct impacts in conjunction with the IMPLAN economic modeling system to compute indirect and induced impacts related to reduced groundwater supplies available to users within Brazos and Robertson Counties.

Task 5. Perform Impact Analysis for GMA 12 Scenario.

HDR will coordinate with the Brazos Valley GCD and their groundwater consultant to obtain the most likely DFCs and corresponding estimate of Managed Available Groundwater (MAG) that will result from the GMA 12 process. HDR will develop a GAM run which incorporates the associated estimate of MAG, and will apply the IMPLAN economic modeling system to compute indirect and direct impacts related to the GMA 12 Scenario. Water quality effects will be translated from Task 3 results.

HDR assumes for this task that the consultant to Brazos Valley GCD will provide estimates of MAG for the counties in Brazos G from the consultant's modeling of the GMA 12 DFCs. This MAG estimate will be an approximation of what the consultant believes the TWDB will determine the MAG to be. HDR will meet as needed with the GCD and their consultant to coordinate this work.

Task 6. Summarize and document study.

HDR will prepare a detailed PowerPoint presentation describing the approach, assumptions, modeling results, and conclusions to be drawn from Tasks 1 – 5. In addition, HDR will prepare a brochure-like document that briefly summarizes the water level and economic impacts of the four scenarios, specifically focusing on the impacts of groundwater exports to the economies of Brazos and Robertson Counties.

Task 7. Meet and coordinate with cities, Brazos Valley GCDs, and GMA 12.

HDR will attend up to two meetings as needed with the Cities of Bryan and College Station and Texas A&M University to provide updates to the study, obtain direction regarding assumptions and data acquisition, and to discuss project deliverables.

In addition to those meetings and any coordination required in Task 5, HDR anticipates preparation for and attendance at the following meetings to present and discuss study results:

- combined staffs of the Bryan, College Station and Texas A&M University utility departments to present study findings
- College Station City Council
- Bryan City Council
- Brazos Valley GCD (staff and board of directors)
- GMA 12 members

Schedule

HDR will complete Tasks 1 – 6 within 20 weeks of receiving notice to proceed. Meetings associated with Task 7 will be scheduled as needed.

Budget

Task	Budget
1. Acquire and Compile GW Well Information	\$5,400
2. Apply Carrizo-Wilcox GAM	\$21,600
3. Estimate Water Quality Impacts	\$6,400
4. Determine Economic Impacts	\$23,800
5. Analysis of GMA 12 Scenario	\$13,900
6. Document Study	\$15,300
7. Meetings and Coordination	\$16,500
Total	\$102,900

April 24, 2008

Consent Agenda Item 2e

Design Contract Change Order #1 for Parallel Transmission Line

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding change order #1 to engineering design contract 07-152 with Malcolm-Pirnie, Inc in the amount of \$18,900 to re-design the parallel water transmission line at the Machine Works, Inc. property.

Recommendation: Staff recommends Council approve this change order.

Summary: At the condemnation hearing of the Machine Works, Inc property, the Court ordered the parties into mediation to resolve the disputes arising from the construction of the water pipeline across Mr. David Weber's property. The mediation produced a settlement agreement, which provided an additional 467 feet of directional boring to avoid damaging the landscape and minimize business disruption. These changes required significant re-design work.

This engineering design contract change order to Malcolm Pirnie, Inc, in the amount of \$18,900 is for:

- Providing information, correspondence and record drawings as requested by the City and its consultants
- Revising design drawings and specifications, in several iterations
- Development of figures and exhibits requested by the City and its consultant
- Coordinating with the survey that developed the legal descriptions
- Attending meetings and participating in conference calls

Staff recommends approval, as these design services are an essential element of the mediated settlement agreement.

Budget & Financial Summary: Funds are budgeted and available in the Water Capital Improvements Fund.

Attachment:
Change Order

CHANGE ORDER NO. 1 DATE: 4/10/08
 CONTRACT #07-152 PROJECT DESCRIPTION:
 P.O.#07673 PROJECT #WF0352317 SH 21 to Villa Maria Parallel Transmission Line

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

CONTRACTOR: Malcolm Pirnie, Inc.
 1700 W. Loop S., Suite 1450
 Houston, Texas 77027

Ph: 713-960-7401
 Fax: 713-840-1207

PURPOSE OF THIS CHANGE ORDER:
 Item 1: Additional engineering services as a result of the mediated settlement agreement.
 Item 2:
 Item 3:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	Lot	Engineering Services	\$18,900.00	0	1	\$18,900.00
2			\$			
3			\$			

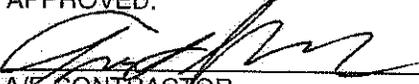
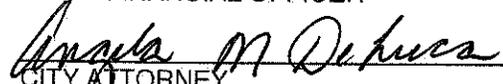
THE NET AFFECT OF THIS CHANGE ORDER IS A _____ (Increase or Decrease).

ORIGINAL CONTRACT AMOUNT	\$438,432.00	
Contract Amendment # 1	\$240,000.00	55 % of Original Contract Amount
Change Order No. 1	\$18,900.00	4.3 % of Original Contract Amount
Change Order No. 2	\$	_____ % of Original Contract Amount
Change Order No. 3	\$	_____ % of Original Contract Amount
REVISED CONTRACT AMOUNT	\$	

ORIGINAL CONTRACT TIME	Days
Contract Amendment # 1 Extension or Reduction	0 Days
Change Order No. 1 Time Extension or Reduction	0 Days
Change Order No. 2 Time Extension or Reduction	Days
Change Order No. 3 Time Extension or Reduction	Days
REVISED CONTRACT TIME	Days

ORIGINAL SUBSTANTIAL COMPLETION DATE _____
 REVISED SUBSTANTIAL COMPLETION DATE _____

APPROVED:

	<u>4-14-08</u>	_____	_____
A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
_____	_____		_____
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
_____	_____	_____	_____
PROJECT MANAGER	Date	CITY MANAGER	Date
_____	_____	_____	_____
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	MAYOR	Date
_____	_____	_____	_____
_____	_____	CITY SECRETARY	Date

April 24, 2008
Consent Agenda Item 2f
Change Order No. 1
For the Landfill Gas to Energy Negotiation Assistance Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 1 to Contract #08-043 with HDR Engineering, Inc. in an amount not to exceed \$12,500.00 for the Landfill Gas to Energy Negotiation Assistance Project.

Recommendation(s): Staff recommends approval of the Change Order in an amount not to exceed \$12,500.00.

Summary: Contract #08-043 with HDR Engineering, Inc. is for technical and financial negotiation assistance to BVSWMA staff in the development of an agreement with Bryan Texas Utilities (BTU) for the sale of methane gas at the Rock Prairie Road Landfill.

The change order in the amount of \$12,500.00 or 43% over the original contract is required to conduct two additional interlocal agreement reviews for a total of four. Negotiations with BTU have required more reviews than expected, and the original contract was for two interlocal agreement reviews after BTU submittal.

Budget & Financial Summary: Funding for the Landfill Gas to Energy Project Contract Negotiation Assistance Consultant Contract was not included in the FY08 BVSWMA annual operating budget. Staff will either request the use of contingency funds or identify savings elsewhere in the budget to offset this additional expense.

Attachments:

1. Change Order No. 1
2. HDR Change Order Proposal

CHANGE ORDER NO. 1
 CONTRACT #08-043

DATE: 04/04/08

PROJECT DESCRIPTION: LFGTE Project Negotiation Contract

P.O.# 08-0184

OWNER:
 City of College Station
 Attn: Pete Caler
 P.O. Box 9960
 College Station, Texas 77842

CONTRACTOR:
 HDR Engineering Inc.
 Attn: Glenn Pearson, P.E.
 17111 Preston Road, Suite 200
 Dallas, TX 75248

PURPOSE OF THIS CHANGE ORDER:

Item 1: To increase the number of proposed interlocal agreement reviews from two to four .

Item 2:

Item 3:

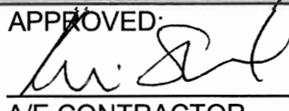
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1		Proposed Gas to Energy Interlocal Agreement Review	\$ 12,500	2	4	\$12,500
2			\$			\$
3			\$			

THE NET AFFECT OF THIS CHANGE ORDER IS A 43% Increase .

ORIGINAL CONTRACT AMOUNT	\$	29,000	
Change Order No. 1	\$	12,500	<u>43</u> % of Original Contract Amount
Change Order No. 2	\$		_____ % of Original Contract Amount
Change Order No. 3	\$		_____ % of Original Contract Amount
REVISED CONTRACT AMOUNT	\$	41,500	

ORIGINAL CONTRACT TIME	90 Days
Change Order No. 1 Time Extension or Reduction	45 Days
Change Order No. 2 Time Extension or Reduction	Days
Change Order No. 3 Time Extension or Reduction	Days
REVISED CONTRACT TIME	135 Days

APPROVED:



 A/E CONTRACTOR Date 4/4/08

 CHIEF FINANCIAL OFFICER Date

 CONSTRUCTION CONTRACTOR Date

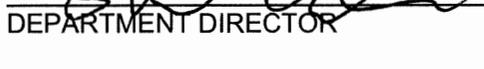


 CITY ATTORNEY Date



 PROJECT ENGINEER Date

 CITY MANAGER Date



 DEPARTMENT DIRECTOR Date 7APR08

 MAYOR Date

March 17, 2008

Mr. Pete Caler
Assistant Director of Public Works
BVSWMA Director
P.O. Box 9960
College Station, TX 77842

Subject: Scope of Services
 Proposal for Ongoing Developer Negotiations
 Two Additional Contract Reviews for BTU/Amersco GTE Proposal
 Landfill Gas to Energy Project (LFGTE)
 Rock Prairie Road Landfill

This scope of services is to provide continued assistance to BVSWMA and the City of College Station (collectively referred to as City) with the City's negotiations for a landfill gas to energy project ("LFGTE Agreement") with a LFGTE Developer. The LFGTE Agreement should address a use for the landfill gas generated at the Rock Prairie Road Landfill (Landfill) while maintaining regulatory compliance and accomplishing a smooth closure of the Landfill.

HDR provided a summary and recommendation memorandum to the City covering the proposals for this project. The City has chosen Bryan Texas Utilities (BTU) as the best evaluated bidder. To date, BTU has offered two proposed contracts for the City's review. HDR has provided comments on those two contracts as well as set up initial discussions with potential CO2 marketing companies. This scope of work includes HDR activities in support of the City's continued negotiations with BTU and is proposed on a Time and Materials basis in order to allow the City to manage the level of support desired. After the selection process is completed, HDR can serve as the Owner's representative for the City during the design and construction phases of this project, if desired.

Mike Oden will continue to be your primary contact on this project. He will utilize the services of Dean Robinson to provide primary assistance with the LFGTE Agreement negotiations. Dean Robinson's experience includes six years as Manager of Development for a large independent power producer. Mr. Robinson negotiated all contracts associated with the development, permitting, installation and operation of 14 landfill gas to energy projects.

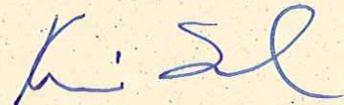
Ongoing Landfill Gas to Energy Project Contract Negotiation Assistance

Objective: Continue to assist the City in negotiating a contract with BTU for the beneficial use of the Rock Prairie Road landfill gas.

- Activities:** HDR will attend meetings as requested and discussed below and review two additional drafts of the LFGTE Agreement provided by BTU in order to advise the City regarding the proposed contract terms. Items to be negotiated will generally include: assignment of responsibilities and duties, compensation terms, and term of contract.
- Deliverables:** HDR will provide mark-ups of the current draft LFGTE Agreement during the course of negotiations.
- Meetings:** HDR can participate in meetings/negotiation sessions as the City may deem appropriate.
- Clarification:** HDR will require access to the proposed contract documents and any supplemental documents provided to the City that might help in analysis of the contractual terms.
- Estimated Schedule:** HDR will make every effort to review drafts of the LFGTE Agreement without delay. We anticipate turn-around times of between three and five business days.
- Estimated Fee:** HDR proposes to provide the continued services defined above on a **time and materials basis** with a not to exceed amount of **\$12,500**. This fee assumes that there will be two additional iterations of the LFGTE Agreement (up to four total) requiring up to 40 hours per iteration for HDR to review, respond and provide comments to the City. Participation in meetings by HDR will be by conference call. Compensation for additional iterations, travel or extensive negotiations requiring meetings in College Station or the development of position documents to address specific negotiating points will be discussed with the City prior to performing additional work.

Thank you for the opportunity to present this scope of work. If you have any questions regarding the above material, please feel free to call Mike Oden at 214-733-5911. HDR is available to begin work immediately to assist the City of College Station with the next step of this important project.

Sincerely,
HDR Engineering, Inc.



Kevin Shepherd, P.E.
Assistant Department Manager

April 24, 2008
Consent Agenda Item 2g
Construction of Two New Traffic Signals

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the award of Bid#08-49, to BAYER ELECTRIC. for \$225,232.00 for the installation of traffic signals at the intersections of Rock Prairie Road and Rio Grande Blvd and Holleman Drive and Welsh Avenue.

Recommendation(s): Staff recommends award of bid #08-49 to the lowest responsible bidder Bayer Construction in the amount of \$225,232.00.

Summary: Bids for the installation of two traffic signals were received from two construction companies. KenMor Electric of Houston and Bayer Construction of Bryan both submitted bids. Bayer Construction was the lowest bidder in the amount of \$225,232.00

Budget & Financial Summary: Funds are available from 2003 General Obligation Bond Fund, Public Works, Traffic Division.

Attachments:

1. Resolution
2. Location map
3. Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF TWO (2) NEW TRAFFIC SIGNALS AT THE INTERSECTIONS OF ROCK PRAIRIE ROAD AND RIO GRANDE BLVD., AND HOLLEMAN DRIVE AND WELSH AVENUE; AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phases of Traffic Signal Projects; and

WHEREAS, the selection of BAYER ELECTRIC is being recommended as the lowest responsible bidder for the construction services related to the installation of two (2) new traffic signals; 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 ELECTRIC is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with BAYER ELECTRIC. for \$225,232.00 for the labor, materials and equipment required for the construction related to the Traffic Signal Projects as awarded herein for the installation of traffic signals at the intersection of Rock Prairie Road and Rio Grande Blvd., and at the intersection of Holleman Drive and Welsh Avenue.

PART 3: That the funding for this Project shall be as budgeted from the 2003 General Obligation Bond Fund, Public Works Traffic Division, in the amount of \$225,232.00.

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

ADOPTED this _____ day of _____, A.D. 2008.

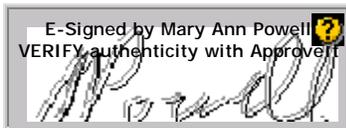
ATTEST:

APPROVED:

City Secretary

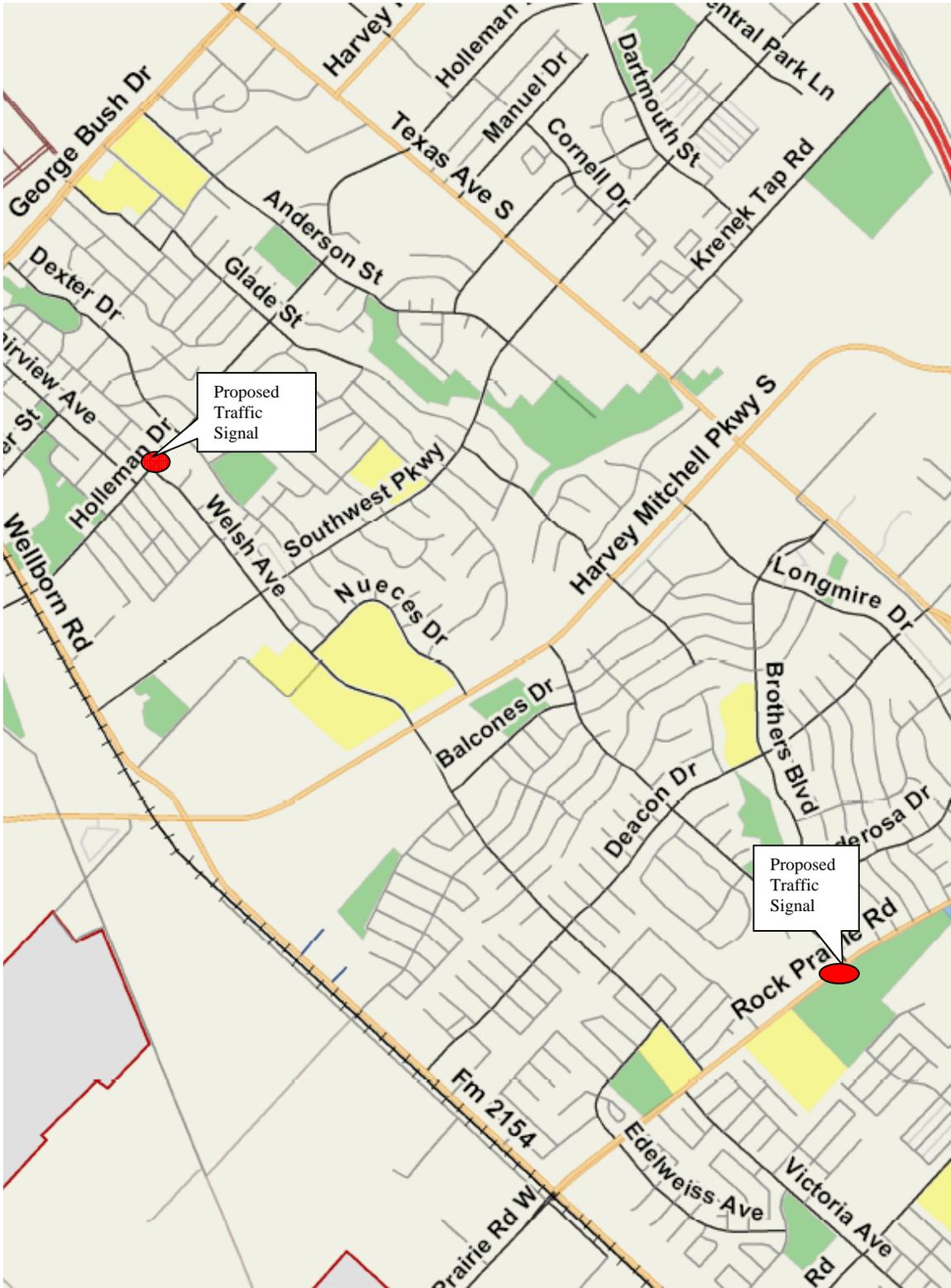
Mayor

APPROVED:



City Attorney

Proposed Signal Locations



**City of College Station
Bid Tabulation**

**BID TAB FOR: Installation of Two New Traffic Signals
DEPARTMENT: Public Works - Traffic
BID: 08-49**

03/26/08

Quant.	Meas.	Description	Bayer Electric Const. Bryan, TX		KenMor Elec. Houston, TX	
			Material Cost	Install Cost	Material Cost	Install Cost
1	Ea	Rio Grande Blvd @ Rock Prairie Road Intersection				
1	Ea	"P" style NEMA traffic cabinet w/detector rack	\$5,000.00	\$500.00	\$5,000.00	\$1,500.00
1	Ea	"EAGLE" 8 phase controller part #Genesis 3608 m10	\$4,000.00	\$250.00	\$4,000.00	\$800.00
4	Ea	3-Section polycarbonate black color w/12" LED lens	\$1,708.00	\$500.00	\$1,520.00	\$2,080.00
1	Ea	4-Section polycarbonate black color w/12" LED lens	\$580.00	\$250.00	\$520.00	\$580.00
2	Ea	5-Section polycarbonate black color w/12" LED	\$1,390.00	\$500.00	\$1,240.00	\$1,160.00
4	Ea	1-Section LED 16-inch Dual Ped. Countdown signal heads	\$1,240.00	\$200.00	\$1,380.00	\$1,820.00
4	Ea	Pedestrian pushbutton assemblies w/educational sign	\$280.00	\$200.00	\$220.00	\$780.00
2	Ea	Astro-Brac cable mount assy-AB-0133-1-way ped assy	\$200.00	\$50.00		
1	Ea	Astro-Brac cable mount assy-AB-0131-2-way ped assy	\$200.00	\$25.00		
2	Ea	Astro-Brac cable mount assy-AB-0125-5-62"	\$200.00	\$50.00		
1	Ea	Astro-Brac cable mount assy-AB-0125-4-62"	\$100.00	\$25.00		
4	Ea	Astro-Brac cable mount assy-AB-0125-3-62"	\$400.00	\$100.00	\$1,131.00	\$869.00
1	Ea	Streetscape signal poles, 30-ft.-long length, bronze color	\$3,541.00	\$1,000.00	\$3,541.00	\$1,200.00
1	Ea	Streetscape signal poles, 30-ft.-long length, bronze color	\$2,838.00	\$1,000.00	\$2,838.00	\$800.00
2	Ea	Streetscape mast arms, 35-ft.-long length, bronze color	\$2,438.00	\$2,000.00	\$2,438.00	\$1,800.00
1	Ea	Streetscape mast arms, 30-ft.-long length, bronze color	\$1,117.00	\$1,000.00	\$1,117.00	\$800.00
2	Ea	Aluminum pedestal pole, 11-foot-long length	\$1,800.00	\$1,000.00	\$1,800.00	\$800.00
3	Ea	Pull Boxes w/locking cover, Type I (See Specs.)	\$600.00	\$1,500.00	\$440.00	\$2,260.00
1	Ea	Pull Box w/locking cover, Type II (See Specs.)	\$200.00	\$500.00	\$170.00	\$930.00
2	Ea	Luminaires, 250 watt HPS w/15-ft. Long	\$2,400.00	\$1,000.00	\$2,400.00	\$400.00
1	Ea	Metered Pedestal Pole, 4-Terminal, 125-amp	\$500.00	\$500.00	\$2,000.00	\$2,000.00
270	L.Ft.	2" Dia. Gray PVC sched. 40 conduit	\$202.00	\$2,850.00	\$500.00	\$3,280.00
10	L.Ft.	3" Dia. Gray PVC sched. 40 conduit	\$110.00	\$100.00	\$70.00	\$130.00
170	L.Ft.	4" Dia. Gray PVC sched. 40 conduit	\$255.00	\$2,700.00	\$800.00	\$3,280.00
650	L.Ft.	7/c #14 AWG stranded signal cable IMSA 19-1	\$422.00	\$325.00	\$400.00	\$900.00
1100	L.Ft.	5/c #14 AWG stranded signal cable IMSA 19-1	\$605.00	\$550.00	\$300.00	\$1,350.00
45	L.Ft.	3/c #4 power cable	\$45.00	\$45.00	\$100.00	\$260.00
320	L.Ft.	THHN 3-1/c #10 luminaire cable	\$96.00	\$160.00	\$100.00	\$220.00
1	Ea	Installation of concrete signal controller foundation	\$300.00	\$1,200.00	\$300.00	\$1,300.00
1	Ea	Installation of signal pole foundation 13' deep	\$700.00	\$1,500.00	\$2,000.00	\$1,800.00
1	Ea	Installation of signal pole foundation 13' deep	\$700.00	\$1,500.00	\$2,000.00	\$2,000.00
2	Ea	Installation of pedestal pole foundation	\$400.00	\$1,000.00	\$300.00	\$1,300.00
1	Ea	Left Turn Yield on Green Ball (30" x 36")	\$150.00	\$150.00	\$100.00	\$120.00
8	Ea	Rackvision Video Processor Cards	\$8,000.00	\$1,000.00	\$8,000.00	\$1,600.00
3	Ea	Video Camera w/Zoom Lens and Mounting Brackets	\$3,765.00	\$1,500.00	\$3,765.00	\$250.00
3	Ea	Quick Release Connector for Cameras	\$150.00	\$300.00	\$150.00	\$300.00
1	Ea	9" Black and White Monitor	\$130.00	\$100.00	\$130.00	\$200.00
1	Ea	VIVDS Power Panel w/Lightning Protection	\$200.00	\$100.00	\$200.00	\$500.00
420	L.Ft.	Stamese Cable, 3-Conductor 16 Gauge and 8281 Cable	\$630.00	\$420.00	\$630.00	\$840.00
3	Ea	Confirmation Lights w/Power Cable	\$300.00	\$300.00	\$200.00	\$550.00
3	Ea	Priority Control System Detector, 3M Opticom Model 711	\$3,600.00	\$300.00	\$3,600.00	\$750.00
420	L.Ft.	Model 739 Detector Cable for 3M Opticom	\$1,000.00	\$210.00	\$1,000.00	\$840.00
3	Ea	High Intensity Street Name Sign Installations on Mast Arms	\$750.00	\$1,500.00	\$750.00	\$600.00
1	L.Sum	Traffic control and construction barricades	\$2,500.00	\$2,500.00	\$0.00	\$3,000.00
1	L.Sum	Misc. construction materials	\$6,000.00	\$6,472.00	\$0.00	\$5,000.00
TOTAL			\$61,638.00	\$38,932.00	\$57,146.00	\$50,949.00

Holleman Drive @ Welsh Avenue			Material Cost	Install Cost	Material Cost	Install Cost
1	Ea	"P" style NEMA traffic cabinet w/detector rack	\$5,000.00	\$500.00	\$5,000.00	\$1,500.00
1	Ea	"EAGLE" 8 phase controller part #Genesis 3608 m10	\$4,000.00	\$250.00	\$4,000.00	\$800.00
5	Ea	3-Section polycarbonate black color w/12" LED lens	\$2,138.00	\$500.00	\$1,900.00	\$2,600.00
3	Ea	5-Section polycarbonate black color w/12" LED lens	\$2,085.00	\$500.00	\$1,860.00	\$1,740.00
8	Ea	1-Section LED 16-inch Dual Pedestrian Countdown	\$2,480.00	\$400.00	\$2,760.00	\$3,640.00
8	Ea	Pedestrian pushbutton assemblies w/educational sign	\$560.00	\$400.00	\$440.00	\$1,320.00
4	Ea	Astro-Brac cable mount assy- AB-0131-2-way ped assy	\$800.00	\$100.00		
3	Ea	Astro-Brac cable mount assy- AB-0125-5-62"	\$300.00	\$75.00	\$1,004.00	\$796.00
5	Ea	Astro-Brac cable mount assy- AB-0125-3-62"	\$500.00	\$100.00		
3	Ea	Streetscape signal poles, 30-ft.-long length, bronze color	\$8,508.00	\$3,000.00	\$8,508.00	\$2,400.00
1	Ea	Streetscape signal poles, 24-ft.-long length, bronze color	\$2,492.00	\$1,000.00	\$2,492.00	\$800.00
1	Ea	Aluminum pedestal pole, 11-ft.-long length	\$900.00	\$500.00	\$900.00	\$400.00
2	Ea	Streetscape mast arm, 40-ft.-long length, bronze color	\$3,034.00	\$2,000.00	\$3,034.00	\$1,800.00
1	Ea	Streetscape mast arms, 30-ft.-long length, bronze color	\$1,117.00	\$1,000.00	\$1,117.00	\$800.00
1	Ea	Streetscape mast arm, 25-ft.-long length, bronze color	\$900.00	\$1,000.00	\$900.00	\$800.00
4	Ea	Pull Boxes w/locking cover, Type I (See Specs.)	\$600.00	\$2,000.00	\$80.00	\$2,800.00
1	Ea	Pull Box w/locking cover, Type II (See Specs.)	\$200.00	\$500.00	\$200.00	\$1,000.00
3	Ea	Luminaires, 250 watt HPS w/15-ft. Long streetscape arms	\$3,600.00	\$1,500.00	\$3,600.00	\$1,200.00
1	Ea	Metered Pedestal Pole, 4-Terminal, 125-amp	\$500.00	\$500.00	\$2,085.00	\$1,915.00
410	L.Ft.	2" Dia. Gray PVC sched. 40 conduit	\$307.00	\$4,050.00	\$520.00	\$5,220.00
25	L.Ft.	3" Dia. Gray PVC sched. 40 conduit	\$25.00	\$250.00	\$150.00	\$350.00
200	L.Ft.	4" Dia. Gray PVC sched. 40 conduit	\$300.00	\$4,000.00	\$676.00	\$4,124.00
1300	L.Ft.	7/c #14 AWG stranded signal cable IMSA 19-1	\$845.00	\$650.00	\$850.00	\$1,750.00
1850	L.Ft.	5/c #14 AWG stranded signal cable IMSA 19-1	\$1,072.00	\$975.00	\$580.00	\$2,345.00
100	L.Ft.	3/c #4 power cable	\$100.00	\$100.00	\$160.00	\$340.00
640	L.Ft.	THHN 3-1/c #10 luminaire cable	\$192.00	\$320.00	\$175.00	\$465.00
1	Ea	Installation of concrete signal controller foundation	\$300.00	\$1,200.00	\$300.00	\$1,300.00
2	Ea	Installation of signal pole foundation 13' deep	\$1,400.00	\$3,000.00	\$4,000.00	\$3,600.00
2	Ea	Installation of signal pole foundation 11' deep	\$1,400.00	\$3,000.00	\$3,600.00	\$3,600.00
1	Ea	Installation of pedestal pole foundation	\$200.00	\$500.00	\$140.00	\$660.00
3	Ea	Left Turn Yield on Green Ball (30" x 36")	\$450.00	\$450.00	\$300.00	\$360.00
8	Ea	Rackvision Video Processor Cards	\$8,000.00	\$1,000.00	\$8,000.00	\$1,600.00
4	Ea	Video Camera w/Zoom Lens and Mounting Brackets	\$5,020.00	\$2,000.00	\$5,020.00	\$1,800.00
4	Ea	Quick Release Connector for Cameras	\$200.00	\$400.00	\$200.00	\$400.00
1	Ea	9" Black and White Monitor	\$130.00	\$100.00	\$130.00	\$200.00
1	Ea	VIVDS Power Panel w/Lightning Protection	\$200.00	\$100.00	\$200.00	\$500.00
720	L.Ft.	Stamese Cable, 3-Conductor 16 Gauge and 8281 Cable	\$1,080.00	\$360.00	\$1,080.00	\$1,440.00
4	Ea	Confirmation Lights w/Power Cable	\$400.00	\$400.00	\$300.00	\$700.00
3	Ea	Priority Control System Detector, 3M Opticom Model 711	\$3,600.00	\$300.00	\$3,600.00	\$750.00
620	L.Ft.	Model 739 Detector Cable for 3M Opticom	\$1,000.00	\$310.00	\$1,000.00	\$1,240.00
4	Ea	High Intensity Street Name Sign Installations on Mast Arms	\$1,000.00	\$2,000.00	\$1,000.00	\$800.00
1	L.Sum	Traffic control and construction barricades	\$2,500.00	\$2,500.00	\$0.00	\$3,000.00
1	L.Sum	Misc. construction materials	\$6,000.00	\$5,240.00	\$0.00	\$6,000.00
			\$75,632.00	\$49,030.00	\$72,581.00	\$68,355.00

Qty	Unit Meas.	Description	Bayer Electric Const. Bryan, TX		KenMor Elec. Houston, TX	
			Item Total	Item Total	Item Total	Item Total
Installation of Two New Traffic Signals						
1	Lot	Rio Grande Blvd @ Rock Prairie Road Material Costs	\$61,638.00		\$57,146.00	
1	Lot	Rio Grande Blvd @ Rock Prairie Road Installation Costs	\$38,932.00		\$50,949.00	
1	Lot	Holleman Drive @ Welsh Avenue Material Costs	\$75,632.00		\$72,581.00	
1	Lot	Holleman Drive @ Welsh Avenue Installation Costs	\$49,030.00		\$68,355.00	
Total Bid Price			\$225,232.00		\$249,031.00	

Total Number of Calendar Days to Completion	60	60
Number of Addenda Acknowledged	1	1
Bid Bond	Y	Y
Bid Certification Page	Y	Y

Staff Award Recommendation

April 24, 2008
Consent Agenda Item 2h
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 second 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:

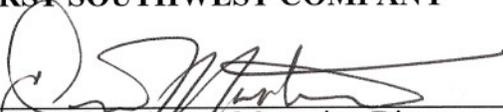
1. Renewal Agreement

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, 2008 through May 9, 2009. This is the second renewal term.

FIRST SOUTHWEST COMPANY



Drew Masterson, Managing Director

3/24/08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

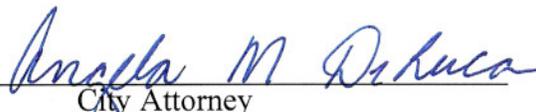
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

**April 24, 2008
Consent Agenda Item 2i
Copying and Printing Services**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of estimated annual expenditures related to copying and printing services as follows: Copy Corner (\$50,000); Office Max (\$50,000); Tops Printing (\$50,000); and Newman Printing (\$50,000).

Recommendation(s): Staff recommends approval of expenditures to Copy Corner (\$50,000); Office Max (\$50,000); Tops Printing (\$50,000); and Newman Printing (\$50,000).

Summary: The College Station Print Shop closed October 1, 2007. Staff issued a Request for Information, followed by Request for Proposals. Specifications established three different categories which summarized the types of printing and copying services the City typically uses. These categories with the recommended vendors for award follow:

- I. **Category I - Digital Print and Copy**
This category includes standard black/white copies/prints; standard color copies/prints; some oversize black/white/color copies/prints; blueprints and finishing services. A multiple award is recommended so departments may choose based on pricing and convenience:
Copy Corner - \$50,000
Office Max - \$50,000
Tops Printing - \$50,000
- II. **Category II - Offset Printing and High Volume Color Printing**
This category includes City letterhead, pre-printed envelopes and business cards
Newman Printing - \$50,000
- III. **Category III – Specialty Printing**
This category includes a wide range of services including graphic design, maps, calendars, annual reports, and multi-faceted informational packages, The City will request quotes from pre-qualified firms for these type specialty services. Pre-qualified firms are:
Insite Publishing
Newman Printing
Tops Printing

Budget & Financial Summary: Funds are available and budgeted in each Department for copying and printing services.

Attachments:
None

April 24, 2008
Consent Agenda Item 2j
Various Distribution Padmount Transformers

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 various distribution padmount transformers maintained in inventory to Texas Electric Cooperatives for \$60,806.00 and Wesco Electrical Distributors for \$205,073.00 for a total amount of \$265,879.00. Bid #08-42.

Recommendation(s): Recommend award to the lowest, responsible bidders meeting specifications as follows with expenditures totaling \$265,879.00.

I.	TEC	\$ 60,806.00
II.	WESCO	\$205,073.00
	TOTAL	\$265,879.00

Summary: These purchases will be made upon award of this agreement. The transformers are maintained in the electrical inventory and expensed as necessary. These transformers are bought and kept in stock. Typically, our price agreements include firm, fixed pricing for 12 months; however, this industry is unusually volatile at this time, and in order to get the best pricing possible, we will make these purchases immediately upon award and place these transformers in our inventory.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on March 18, 2008. 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 #08-42

03/18/08

**Distribution Padmount Transformers
Bid #08-42**

ITEM NUMBER : 1

ITEM DESCRIPTION: Padmount, Single Phase, 50KVA, 240/120

Order Quantity: 15

INVENTORY #: 285-086-00032

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (Days)
KBS Electrical Dist.	Cooper	\$2,357.00	\$35,355.00	\$3,191.95	42-56
KBS Electrical Alter.	Cooper	\$2,320.00	\$34,800.00	\$3,256.80	42-56
Wesco Distribution	ABB	\$2,225.00	\$33,375.00	\$3,088.01	84-98
TechLine	Howard	\$2,091.00	\$31,365.00	\$3,005.64	42-56
Techline Alternate	Howard	\$2,206.00	\$33,090.00	\$3,120.64	42-56
Texas Electric Coop	ERMCO	\$2,010.00	\$30,150.00	\$2,839.94	42-56
Irby Co	Cooper	\$2,407.90	\$36,118.50	\$3,242.85	42-56
Irby Co Alternate	Cooper	\$2,370.31	\$35,554.65	\$3,307.11	42-56
Lowest Approved Mfgr.					

ITEM NUMBER : 2

ITEM DESCRIPTION: Padmount, Single Phase, 50KVA, 240/120

Order Quantity: 4

INVENTORY #: 285-086-00061

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)
KBS Electrical Dist.	Cooper	\$2,338.00	\$9,352.00	\$3,172.95	42-56
KBS Electrical Alter.	Cooper	\$2,314.00	\$9,256.00	\$3,193.84	42-56
Wesco Distribution	ABB	\$2,248.00	\$8,992.00	\$3,078.32	84-98
TechLine	Howard	\$3,156.00	\$12,624.00	\$4,038.25	42-56
Techline Alternate	Howard	\$3,331.00	\$13,324.00	\$4,213.25	42-56
Texas Electric Coop	ERMCO	\$1,889.00	\$7,556.00	\$2,718.94	42-56
Irby Co	Cooper	\$2,387.77	\$9,551.08	\$3,222.72	42-56
Irby Co Alternate	Cooper	\$2,364.66	\$9,458.64	\$3,244.50	42-56

Lowest Approved Mfgr.

ITEM NUMBER: 3

ITEM DESCRIPTION: Padmount, Single Phase, 75KVA, 240/120

Order Quantity: 4

INVENTORY #: 285-086-00033

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)
KBS Electrical Dist.	Cooper	\$2,840.00	\$11,360.00	\$3,947.30	42-56
KBS Electrical Alter.	Cooper	\$2,788.00	\$11,152.00	\$4,002.09	42-56
Wesco Distribution	ABB	\$2,705.00	\$10,820.00	\$3,838.12	84-98
TechLine	Howard	\$4,512.00	\$18,048.00	\$5,672.17	42-56
Techline Alternate	Howard	\$4,762.00	\$19,048.00	\$5,922.17	42-56
Texas Electric Coop	ERMCO	\$2,535.00	\$10,140.00	\$3,741.85	42-56
Irby Co	Cooper	\$2,906.63	\$11,626.52	\$4,013.93	42-56
Irby Co Alternate	Cooper	\$2,861.38	\$11,445.52	\$4,075.47	42-56

Lowest Approved Mfgr.

ITEM NUMBER: 4

ITEM DESCRIPTION: Padmount, Single Phase, 100KVA, 240/120

Order Quantity: 4

INVENTORY #: 285-086-00034

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)
KBS Electrical Dist.	Cooper	\$3,290.00	\$13,160.00	\$4,688.92	42-56
KBS Electrical Alter.	Cooper	\$3,288.00	\$13,152.00	\$4,721.13	42-56
Wesco Distribution	ABB	\$3,302.00	\$13,208.00	\$4,568.54	84-98
TechLine	Howard	\$5,251.00	\$21,004.00	\$6,713.64	42-56
Techline Alternate	Howard	\$5,542.00	\$22,168.00	\$7,004.64	42-56
Texas Electric Coop	ERMCO	\$3,240.00	\$12,960.00	\$4,661.28	42-56
Irby Co	Cooper	\$3,366.23	\$13,464.92	\$4,765.15	42-56
Irby Co Alternate	Cooper	\$3,365.55	\$13,462.20	\$4,798.68	42-56

Lowest Approved Mfgr.

ITEM NUMBER: 5

ITEM DESCRIPTION: Padmount, Three Phase, 225KVA, 208-120

Order Quantity: 3

INVENTORY #: 285-086-00040

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)	Transformer Height
KBS Electrical Dist.	Cooper	\$9,760.00	\$29,280.00	\$13,143.56	42-56	
KBS Electrical Alter.	Cooper	\$9,690.00	\$29,070.00	\$13,225.63	42-56	
Wesco Distribution	ABB	\$9,088.00	\$27,264.00	\$12,789.15	84-98	50"
TechLine	Howard	\$8,496.00	\$25,488.00	\$11,990.13	42-56	62"
Techline Alternate	Howard	\$8,967.00	\$26,901.00	\$12,461.13	42-56	62"
Texas Electric Coop	GE	\$8,870.00	\$26,610.00	\$12,181.69	42-56	56" to 66"
Irby Co	Cooper	\$10,081.57	\$30,244.71	\$13,465.13	42-56	
Irby Co Alternate	Cooper	\$10,004.48	\$30,013.44	\$13,540.11	42-56	

Lowest Approved Mfgr.
Height over 50"

ITEM NUMBER: 6

ITEM DESCRIPTION: Padmount, Three Phase, 300KVA, 208-120

Order Quantity: 4

INVENTORY #: 285-086-00041

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)	Transformer Height
KBS Electrical Dist.	Cooper	\$11,219.00	\$44,876.00	\$15,344.16	49-63	
KBS Electrical Alter.	Cooper	\$10,920.00	\$43,680.00	\$15,296.75	49-63	
Wesco Distribution	ABB	\$10,828.00	\$43,312.00	\$15,294.34	84-98	50"
TechLine	Howard	\$12,210.00	\$48,840.00	\$16,470.10	42-56	
Techline Alternate	Howard	\$12,888.00	\$51,552.00	\$17,148.10	42-56	
Texas Electric Coop	GE	\$10,150.00	\$40,600.00	\$14,093.58	84	56" to 66"
Irby Co	Cooper	\$11,580.71	\$46,322.84	\$15,705.87	42-56	
Irby Co Alternate	Cooper	\$11,036.78	\$44,147.12	\$15,413.53	42-56	

Lowest Approved Mfgr.
Height over 50"

ITEM NUMBER: 7

ITEM DESCRIPTION: Padmount, Three Phase, 500KVA, 208-120

Order Quantity: 3

INVENTORY #: 285-086-00042

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)	Transformer Height
KBS Electrical Dist.	Cooper	\$14,385.00	\$43,155.00	\$20,961.38	49-63	59"
KBS Electrical Alter.	Cooper	\$14,139.00	\$42,417.00	\$21,097.34	49-63	59"
Wesco Distribution	ABB	\$11,406.00	\$34,218.00	\$22,927.93	84-98	50"
TechLine	Howard	\$15,126.00	\$45,378.00	\$22,111.76	42-56	62"
Techline Alternate	Howard	\$15,966.00	\$47,898.00	\$22,951.76	42-56	62"
Texas Electric Coop	GE	\$11,550.00	\$34,650.00	\$19,597.52	84	56" to 66"
Irby Co	Cooper	\$14,598.26	\$43,794.78	\$21,556.60	42-56	59"
Irby Co Alternate	Cooper	\$15,512.00	\$46,536.00	\$22,088.38	42-56	59"

Lowest Approved Mfgr.
Height over 50"

ITEM NUMBER: 8

ITEM DESCRIPTION: Padmount, Three Phase, 500KVA, 480/277

Order Quantity: 1

INVENTORY #: 285-086-00049

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	EVALUATED PRICE (ea)	DELIVERY (days)	Transformer Height
KBS Electrical Dist.	Cooper	\$14,080.00	\$14,080.00	\$20,266.58	49-63	
KBS Electrical Alter.	Cooper	\$14,030.00	\$14,030.00	\$17,587.81	49-63	59"
Wesco Distribution	ABB	\$12,934.00	\$12,934.00	\$19,448.33	84-98	50"
TechLine	Howard	\$15,622.00	\$15,622.00	\$21,716.60	42-56	
Techline Alternate	Howard	\$16,490.00	\$16,490.00	\$22,584.60	42-56	
Texas Electric Coop	GE	\$11,235.00	\$11,235.00	\$18,780.47	84	56" to 66"
Irby Co	Cooper	\$14,545.95	\$14,545.95	\$20,732.53	42-56	
Irby Co Alternate	Cooper	\$14,487.54	\$14,487.54	\$20,721.91	42-56	

Lowest Approved Mfgr.
Height over 50"

ITEM NUMBER: 9

ITEM DESCRIPTION: 600 Kvar Capacitor Switchable Capacitor Bank

Order Quantity: 15

INVENTORY #: 285-011-00004

BIDDER	MANUFACTURER	Capacitor Unit Price	Extended Price	Delivery
KBS Electrical Dist.	Cooper	No Bid		
KBS Electrical Alter.	Cooper	No Bid		
Wesco Distribution	ABB	\$6,863.00	\$102,945.00	17-19 wks
Wesco Distribution Alt.	ABB	\$5,823.00	\$87,345.00	17-19 wks
TechLine	Howard	No Bid		
Techline Alternate	Howard	No Bid		
Texas Electric Coop	GE	\$6,179.00	\$92,685.00	98-112 days
Irby Co	Cooper	No Bid		
Irby Co Alternate	Cooper	No Bid		

Lowest Qualified Bid

SUMMARY

Order Quantity: 15 Capacitors

INVENTORY #: 285-011-00004

BIDDER	MANUFACTURER	Capacitor Unit Price	Extended Price	Delivery
KBS Electrical Dist.	Cooper	No Bid		
KBS Electrical Alter.	Cooper	No Bid		
Wesco Distribution	ABB	\$6,863.00	\$102,945.00	17-19 wks
Wesco Distribution Alt.	ABB	\$5,823.00	\$87,345.00	17-19 wks
TechLine	Howard	No Bid		
Techline Alternate	Howard	No Bid		
Texas Electric Coop	GE	\$6,179.00	\$92,685.00	98-112 days
Irby Co	Cooper	No Bid		
Irby Co Alternate	Cooper	No Bid		

Lowest Qualified Bid

SINGLE PHASE TRANSFORMERS SUMMARY ITEMS 1-4

BIDDER	MANUFACTURER	EXTENDED PRICE TOTALS	DELIVERY in Days
KBS Electrical Dist.	Cooper	\$69,227.00	49-63
KBS Electrical Alter.	Cooper	\$68,360.00	49-63
Wesco Distribution	ABB	\$66,395.00	84-98
TechLine	Howard	\$83,041.00	42-56
Techline Alternate	Howard	\$87,630.00	42-56
Texas Electric Coop	GE	\$60,806.00	84
Irby Co	Cooper	\$70,761.02	42-56
Irby Co Alternate	Cooper	\$69,921.01	42-56

Lowest Qualified Bid

THREE PHASE TRANSFORMERS SUMMARY ITEMS 5-8

BIDDER	MANUFACTURER	EXTENDED PRICE TOTALS	DELIVERY in Days
KBS Electrical Dist.	Cooper	\$131,391.00	49-63
KBS Electrical Alter.	Cooper	\$129,197.00	49-63
Wesco Distribution	ABB	\$117,728.00	84-98
TechLine	Howard	\$135,328.00	42-56
Techline Alternate	Howard	\$142,841.00	42-56
Texas Electric Coop	GE	\$113,095.00	84
Irby Co	Cooper	\$134,908.28	42-56
Irby Co Alternate	Cooper	\$135,184.10	42-56

Lowest Qualified Bid

Doesn't Meet Hight Requirements

Wesco Distribution Total Award - \$205,073.00

Texas Electric Coop. Total Award - \$60,806.00

April 24, 2008
Consent Agenda Item 2k
Overhaul Blowers at Carters Creek WWTP

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to award a purchase order to Environmental Improvements, Inc. in the amount of \$138,800 to overhaul the blowers at Carters Creek WWTP.

Recommendation: Staff recommends approval

Summary: Blowers are a critical component in wastewater treatment, since they keep the basins mixed and aerated, which enables the biological process to occur and keeps odors to a minimum. This purchase order is for the parts and labor to repair seven (7) aeration blowers at the Carters Creek WWTP and bring them back to original specifications. Two have been in service since 1972, two since 1978 and three since 1985 without major service. Overhauling these blowers is expected to extend their useful service life for at least five years.

Budget & Financial Summary: Environmental Improvements responded to bid #08-37 with a quote in the amount of \$138,800 which is the lowest responsible bid, as shown in the attached bid summary. Capital Improvement Project Funds are budgeted and available.

Attachments:
Bid Summary

**BID TABULATION # 08-37
OVERHAULING SEVEN (7) CENTRIFUGAL BLOWERS AT CCWWTP
WATER SERVICES**

Item No.	Est. Qty.	Unit	Description	Environmental Improvements, Inc.		Air Mac		Coastal Pump Services	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Hoffman 38406 Blowers (2 each)									
1	2	ea	Disassemble, clean, and perform non-destructive evaluation	\$725.00	\$1,450.00	\$16,249.00	\$32,498.00	\$450.00	\$900.00
2	2	ea	Replace parts necessary to return blower to original factory specifications, including shafts, impellers, diaphragms, and other parts as needed	\$10,845.00	\$21,690.00	\$0.00	\$0.00	\$14,632.00	\$29,264.00
3	2	ea	Dynamically balance rotating assemblies	\$825.00	\$1,650.00	\$0.00	\$0.00	\$360.00	\$720.00
4	2	ea	Reassemble with new bearings, seals, and gaskets	\$225.00	\$450.00	\$0.00	\$0.00	\$1,200.00	\$2,400.00
5	2	ea	Paint	\$325.00	\$650.00	\$0.00	\$0.00	\$475.00	\$950.00
6	2	ea	Prepare for shipping	\$375.00	\$750.00	\$0.00	\$0.00	\$250.00	\$500.00
Lamson 857 Blowers (2 each)									
7	2	ea	Disassemble, clean, and perform non-destructive evaluation	\$725.00	\$1,450.00	\$17,517.00	\$35,034.00	\$650.00	\$1,300.00
8	2	ea	Replace parts necessary to return blower to original factory specifications, including shafts, impellers, diaphragms, and other parts as needed	\$14,805.00	\$29,610.00	\$0.00	\$0.00	\$18,152.00	\$36,304.00
9	2	ea	Dynamically balance rotating assemblies	\$875.00	\$1,750.00	\$0.00	\$0.00	\$360.00	\$720.00
10	2	ea	Reassemble with new bearings, seals, and gaskets	\$225.00	\$450.00	\$0.00	\$0.00	\$1,600.00	\$3,200.00
11	2	ea	Paint	\$325.00	\$650.00	\$0.00	\$0.00	\$475.00	\$950.00
12	2	ea	Prepare for shipping	\$425.00	\$850.00	\$0.00	\$0.00	\$250.00	\$500.00
Lamson 1405 Blowers (3 each)									
13	3	ea	Disassemble, clean, and perform non-destructive evaluation	\$2,275.00	\$6,825.00	\$22,166.00	\$66,498.00	\$900.00	\$2,700.00
14	3	ea	Replace parts necessary to return blower to original factory specifications, including shafts, impellers, diaphragms, and other parts as needed	\$20,450.00	\$61,350.00	\$0.00	\$0.00	\$31,050.00	\$93,150.00
15	3	ea	Dynamically balance rotating assemblies	\$2,200.00	\$6,600.00	\$0.00	\$0.00	\$360.00	\$1,080.00
16	3	ea	Reassemble with new bearings, seals, and gaskets	\$225.00	\$675.00	\$0.00	\$0.00	\$2,600.00	\$7,800.00
17	3	ea	Paint	\$250.00	\$750.00	\$0.00	\$0.00	\$475.00	\$1,425.00
18	3	ea	Prepare for shipping	\$400.00	\$1,200.00	\$0.00	\$0.00	\$250.00	\$750.00
Other Parts or Services Needed									
19	7	ea	Pick up and delivery charges, as specified	\$0.00	\$0.00	\$716.00	\$5,012.00	\$0.00	\$0.00
BASE BID:					<u>\$138,800.00</u>		<u>\$139,042.00</u>		<u>\$184,613.00</u>

Bid Certificate	YES	YES	YES
Conflict of Interest	YES	YES	YES
Bid Bond	YES	YES	YES
Total Calendar Days to Substantial Completion	120	63	168

Item No.	Est. Qty.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
			Number of Addenda Received		2		2		2

**April 24, 2008
Consent Agenda Item 2L
Police Master Plan**

To: Glenn Brown, City Manager

From: Kathy Merrill, Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a contract with Carroll Buracker & Associates, Inc. for \$94,750.00 to create a Police Master Plan for the College Station Police Department.

Recommendation(s): Staff recommends approval of the contract with Carroll Buracker & Associates for \$94,750 which includes all travel, lodging and expenses.

Summary: The Police Master Plan will provide an evaluation of the overall organization and operations of the College Station Police Department. Specifically the City is seeking an examination and assessment of the effectiveness of current practices and resources within each branch of the department. The evaluation will compare the operations and organization of the College Station Police Department with the operations and organization of other similar sized agencies, benchmarking best practices. The management review should offer recommendations for future growth and progress based on the findings. These recommendations will provide a blue print for developing a Master Plan for the Department that aligns itself with the College Station City Council's Strategic Focus.

Budget & Financial Summary: Funds are available and earmarked in General Fund, Contingency. A budget amendment will be presented at a future date to transfer funds to General Fund, Police Department from Contingency.

Attachments: Contract with Carroll Buracker & Associates, Inc.

CITY OF COLLEGE STATION

CONSULTANT CONTRACT

This AGREEMENT is entered into between the City of City of College Station, TX, a home rule municipality (hereafter cited as "City"), and Carroll Buracker & Associates, Inc., whose principal place of business is in Harrisonburg, Virginia, (hereafter cited as "Contractor")

WITNESSETH

Whereas, the City desires assistance in conducting a Police Assessment and Management Review of the City of College Station Police Department; and

Whereas, the Contractor has extensive experience in conducting law enforcement studies, and was deemed the most qualified to assist the City of City of College Station; and

Whereas, the Contractor desires to provide such professional services,

Now, therefore, in consideration of the mutual terms, conditions and payments hereinafter set forth, the City and Contractor agree as follows:

Section 1. Scope of Services

The City does hereby retain the Contractor to provide the services outlined in Attachment A, "Scope of Work," which is incorporated into this Agreement.

Nothing contained herein precludes the City and Contractor from negotiating additional services to the City of City of College Station by the Contractor.

Section 2. Time of Performance

The Contractor services are to commence no later than 15 days from the date of signature on this Agreement and be completed within four (4) months of that date.

Page Two

Section 3. Billing and Payment

- A. The City hereby agrees to pay a fixed fee of \$94,750.00 for the work performed by the Contractor as outlined in Section 1. This fee shall include all travel, lodging and expenses.
- B. Payments shall be made to the Contractor when requested upon receipt of an invoice. One-third (1/3) of the fee shall be paid within 30 days of commencing the work; one-third of the fee shall be paid within 60 days of commencing the work; and the remaining one-third shall be paid upon submission of a written report and oral presentation to the City.

Section 4. Equal Opportunity Employment

During the performance of this agreement, Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this agreement because of race, color, religion, sex, age or national origin.

Section 5. City's Responsibilities

The City shall:

- A. Provide to the Contractor all the information, which is reasonably available and in possession of the City, that is necessary for the successful completion of the work.
- B. Assist the Contractor to set meetings with employees and stakeholders as is necessary for the completion of the work.
- C. Designate a person to act as the representative of the City and provide him/her with authority to provide data and assist in setting meetings. It is understood that the representative could be a member of the College Station Police Department.

Page Three

Section 6. Insurance

The Contractor shall maintain throughout the life of the contract an insurance policy with the following minimum coverages: commercial general liability in the amount of \$1,000,000 with a general aggregate of \$2,000,000, automobile liability in the amount of \$1,000,000, and workers compensation and employers' liability in the amount of \$100,000 for each accident.

The City shall be notified of any change in insurance during the life of the contract.

Section 7. Additionally Insured

The Contractor shall provide to the City a certificate of insurance to include the City of College Station as additionally named insured, with the minimum coverages outlined in Section 6.

Section 8. Confidentiality of Records

The Contractor agrees that certain records of the College Station Police Department are confidential and are not open records available to the public as defined in State law. The Contractor will maintain and preserve the confidentiality of these records.

Section 9. Indemnity

The Consultant shall indemnify and hold the City harmless for claims made against the City arising from negligent acts of the Contractor, contractor's employees or consultants.

Section 10: Assignment of Work

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.

Page Four

Section 11: Compliance with Laws

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). 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.

Section 12: Provisions

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

Section 13: Entire Agreement

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.

Section 14. Termination

The City or the Contractor may terminate this work Agreement with a 15-day notice to the other party if the conditions of the Agreement are not being met. Such notice shall be sent through registered mail.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on _____, 2008.

Page Five

CARROLL BURACKER & ASSOC. INC. CITY OF COLLEGE STATION

By: 
Printed Name: Carroll Buracker
Title: President
Date: April 8, 2008

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____


City Attorney
Date: 04/11/08

Chief Financial Officer
Date: _____

**ATTACHMENT “A”
SCOPE OF WORK**

**POLICE ASSESSMENT AND MANAGEMENT REVIEW
OF THE COLLEGE STATION POLICE DEPARTMENT**

The Contractor will conduct a Police Assessment and Management Review of the following areas outlined in the City’s RFP and the Scope of Services and Methodology contained in the Contractor’s Proposal to the City of College Station, dated March 6, 2008.

1. Community policing;
2. Public perception;
3. Personnel;
4. Finance;
5. Facilities;
6. Technology; and,
7. Internal communications.

The Master Plan will project future requirements for at least 5 years, including:

- A. Long-term goals and operational objectives;
- B. Anticipated workload and population trends;
- C. Anticipated personnel levels; and,
- D. Anticipated capital improvement and equipment needs.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SR
BURACX1

DATE (MM/DD/YYYY)
04/07/08

PRODUCER

Showalter Insurance Agency Inc
205-A South Liberty Street
Harrisonburg VA 22801
Phone: 540-434-5931 Fax: 540-432-6022

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

Carroll Buracker & Assoc, Inc.
1881 College Avenue
Harrisonburg VA 22801

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Erie Insurance Exchange	26271
INSURER B:		
INSURER C:		
INSURER D:		
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	X	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	Q41-0151300	05/01/07	05/01/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Q05-0130506V7	05/01/07	05/01/08	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 DEDUCTIBLE RETENTION \$	Q29-0170277	05/01/07	05/01/08	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Q89-0101267	05/01/07	05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

City of College Station is named as additional insured, endorsement ULRH (9/05) attached.

CERTIFICATE HOLDER

City of College Station
Ms. Cheryl K. Turney
Assistant Finance Director
1101 Texas Ave.
College Station TX 77840

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

Harrisonburg Office - SIA

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.



ERIE INSURANCE GROUP

COMMERCIAL GENERAL LIABILITY
FIVESTAR CONTRACTORS
ULTRAFLEX PACKAGE
UL-RH (Ed. 9/05) UF-3886

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**April 24, 2008
Regular Agenda Item 1
Rezoning for 3900 SH 6 S**

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.678 acres from C-2 Commercial-Industrial to C-1 General Commercial, located at 3900 State Highway 6, and more generally located along the West Frontage Road of State Highway 6, 680 feet north of the intersection of State Highway 6 West Frontage Road and Rock Prairie Road.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the rezoning. Staff recommended approval.

Summary: The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject property is vacant and is designated as Retail Regional under the Land Use Plan. The proposed rezoning is consistent with the Comprehensive Land Use Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed zoning is compatible with existing zoning as commercial uses are compatible with other commercial uses. The surrounding properties include an adjacent retail center to the south. To the north and east of the property is the State Highway 6 frontage road. To the west of the subject property is vacant land zoned for commercial use. Two hotels are located further northwest along the State Highway 6 frontage road.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is suitable for the proposed zoning district due in part to its access to State Highway 6 West Frontage Road, which is classified as a Freeway/Expressway on the City's Thoroughfare Plan. In addition, the district would be adjacent to existing C-2 commercial districts. General commercial uses are more dependent upon visibility and access to the general public than industrial commercial uses that cater to a more limited clientele.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current zoning district limits the potential for development. C-2, Commercial-Industrial allows for outlets offering goods and services to a limited segment of the general public.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The owner is seeking to enhance the marketability of the property through the proposed zone change. The applicant intends to market the property as a hotel.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing water and sanitary sewer mains available to serve this property. Drainage is mainly to the north within the Bee Creek Tributary "A" basin. All utilities shall be designed in accordance with BCS Unified design Guidelines at the time of Platting and Site Development.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, April 3, 2008
3. Background Information
4. Ordinance



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, April 3, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.678 acres from C-2 Commercial-Industrial to C-1 General Commercial, located at 3900 State Highway 6, and more generally located along the West Frontage Road of State Highway 6, 680 feet north of the intersection of State Highway 6 West Frontage Road and Rock Prairie Road. **Case #08-00500015 (MR)**

Matt Robinson, Staff Planner, presented the rezoning and recommended approval.

There was general discussion regarding the rezoning.

Chairman Nichols opened the public hearing.

Aruna Delmar, 301 Texas Avenue, College Station, Texas, stated that the hotel would be a 72-room hotel.

Chairman Nichols closed the public hearing.

Commissioner Dictson motioned to approve the rezoning. Commissioner Davis seconded the motion, motion passed (7-0).

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: 4-03-2008

Advertised Council Hearing Dates: 4-24-2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

none

Property owner notices mailed: 13

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 0

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Retail Regional / Thorough-Fare Freeway/Expressway	C-2 Commercial- Industrial	Retail Center / State Highway 6 Frontage Road
South	Retail Regional	C-2 Commercial- Industrial	Retail Center
East	Thorough-Fare Freeway/Expressway		State Highway 6 Frontage Road
West	Retail Regional	C-2 Commercial- Industrial	Vacant

DEVELOPMENT HISTORY

Annexation: 1980

Zoning: A-O to C-2 in 1980

Final Plat: 1982, Ponderosa Place Section Two, part of Tract E, 3.30 Acres

Site development: Vacant

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 24th day of April, 2008

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:


City Attorney

EXHIBIT "A"

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

The following property is rezoned from C-2 Commercial Industrial to C-1 General Commercial:

1.678 Acre Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN BRAZOS COUNTY, TEXAS AND BEING AN 1.678 TRACT OUT OF THE ROBERT STEVENSON LEAGUE, A-54 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING PART OF THE 3.30 ACRE TRACT DESCRIBED IN THE DEED FROM BROOKS-TAYLOR, INC. TO T.D. TAYLOR AND BROOKS S. CATLIN AND WIFE, HELEN CATLIN, RECORDED IN VOLUME 571, PAGE 572, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND BEING A PART OF TRACT "E", PONDEROSA PLACE, SECTION TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 669, PAGE 651, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" AND GRAPHICALLY SHOWN IN EXHIBIT "C".

EXHIBIT "B"

Being all that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being an 1.678 tract out of the ROBERT STEVENSON LEAGUE, A-54 in College Station, Brazos County, Texas, and being a part of the 3.30 acre tract described in the Deed from Brooks-Taylor, Inc. to T. D. Taylor and Brooks S. Catlin and wife, Helen Catlin, recorded in Volume 571, Page 572, of the Deed Records of Brazos County, Texas, and being a part of Tract "E", Ponderosa Place, Section Two, according to the plat recorded in Volume 669, Page 651, of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at the 5/8" iron rod found marking the west corner of the beforementioned 3.30 acre tract, same being the south corner of Lot 1, Block 20, Ponderosa Place, according to the plat recorded in Volume 365, Page 13, of the Deed Records of Brazos County, Texas;

THENCE N 49° 20' 47" E along the common line between the beforementioned 3.30 acre tract and Lot 1, Block 20, for a distance of 274.45 feet to 1/2" iron rod set at the north corner of the said 3.30 acre tract, said iron rod being in the southwest right-of-way line of State Highway No. 6;

THENCE S 17° 22' 13" E along the southwest right-of-way line of State Highway No. 6, for a distance of 380.15 feet to an "X" set in concrete;

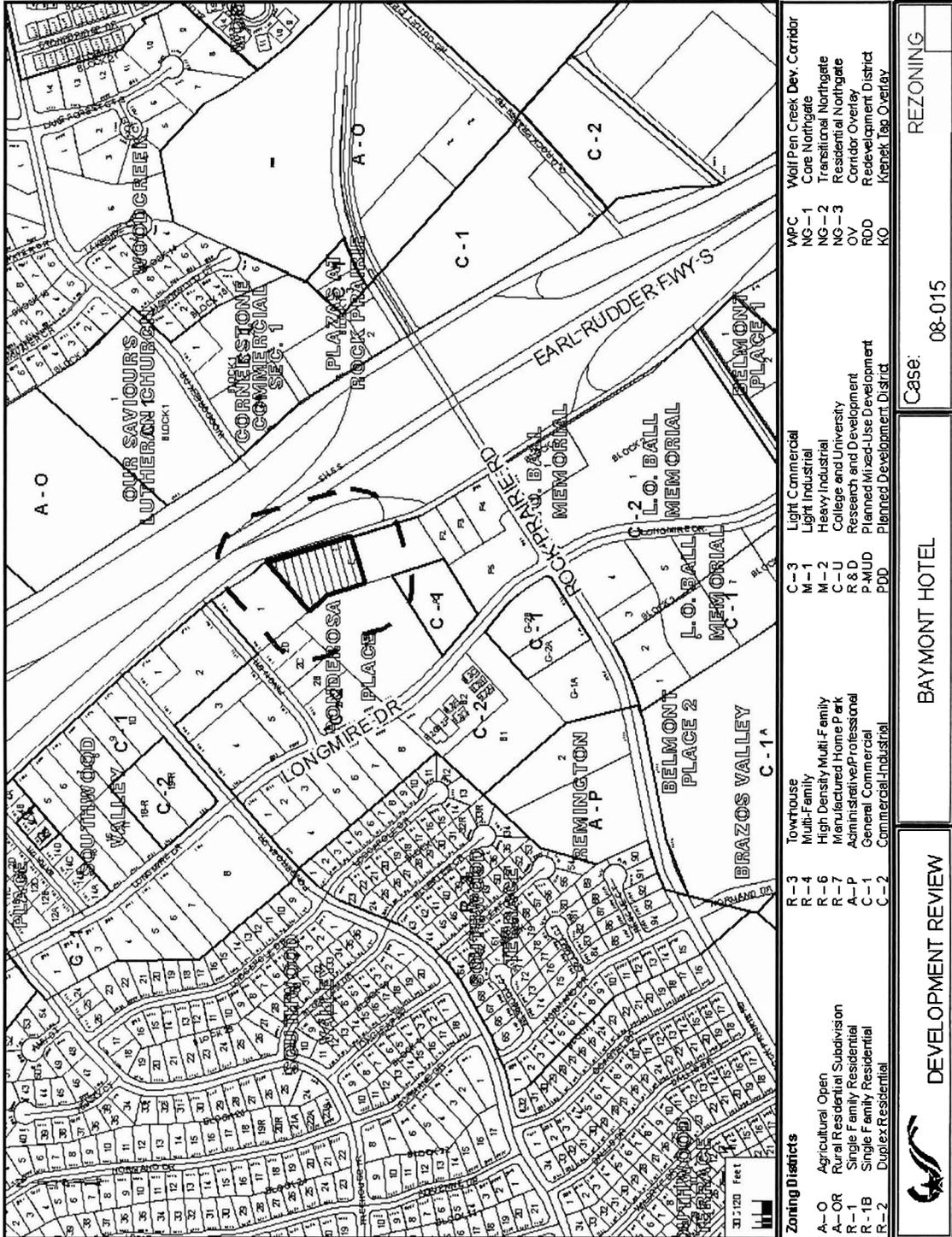
THENCE S 72° 37' 47" W for a distance of 211.77 feet to a 1/2" iron rod set in the southwest line of the beforementioned 3.30 acre tract;

THENCE along the southwest line of the beforementioned 3.30 acre tract as follows;

N 17° 22' 13" W 177.93 feet to a 1/2" iron rod set;

N 40° 39' 13" W 102.05 feet to the **PLACE OF BEGINNING**, containing 1.678 acres of land, more or less; **SAVE AND EXCEPT** the northwest ten (10) feet (called 10' Access Easement) of said tract.

EXHIBIT "C"



Zoning Districts	R-3 R-4 R-6 R-7 A-P C-1 C-2	Townhouse Multi-Family High Density Multi-Family Manufactured Home Park Administrative/Professional General Commercial Commercial-Industrial	C-3 M-1 M-2 C-U R & D P-MUD PDD	Light Commercial Light Industrial Heavy Industrial College and University Research and Development Planned Mixed-Use Development Planned Development District	WPC NG-1 NG-2 NG-3 OV RDD KO	Wolf Pen Creek Dev. Corridor Core Northgate Transitional Northgate Residential Northgate Corridor Overlay Redevelopment District Kretek Top Overlay
<p>DEVELOPMENT REVIEW</p> <p>BAYMONT HOTEL</p>		<p>Case: 08-015</p>		<p>REZONING</p>		

**April 26, 2008
Regular Agenda Item 2
FM 2154 Rezoning**

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 10.817 acres from A-O Agricultural Open to R-1 Single Family Residential Medium Density, located at 14097 FM 2154, generally located along the east side of FM 2154, north of the Barron Road intersection.

Recommendation(s): The Planning and Zoning Commission unanimously recommended denial of the rezoning due to concerns with compatibility of the proposed use with surrounding low density development and potential street alignment issues. Staff recommended approval.

Summary: The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject property is primarily vacant (two existing single-family homes) and is designated as Single-Family Residential Medium Density on the Land Use Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** While the surrounding properties are also designated as Single-Family Residential Medium Density on the Land Use Plan, all are currently zoned for and developed as rural residential uses. The current zoning of this property and the surrounding properties is a result of annexation in 1995 when A-O Agricultural-Open zoning was placed on the property as a holding zone.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is suitable for the proposed zoning district based on future development of surrounding property if redeveloped. Properties directly to the north are currently unplatted, but are generally developed as low density single-family uses. The Southern Trace Subdivision, a multi-phased R-1 Single-Family development, is located just past the unplatted properties to the north.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current zoning district limits the potential for development to one dwelling unit per 5 acres. A-O, Agricultural Open allows for agricultural uses, low-density residential or open space.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed**

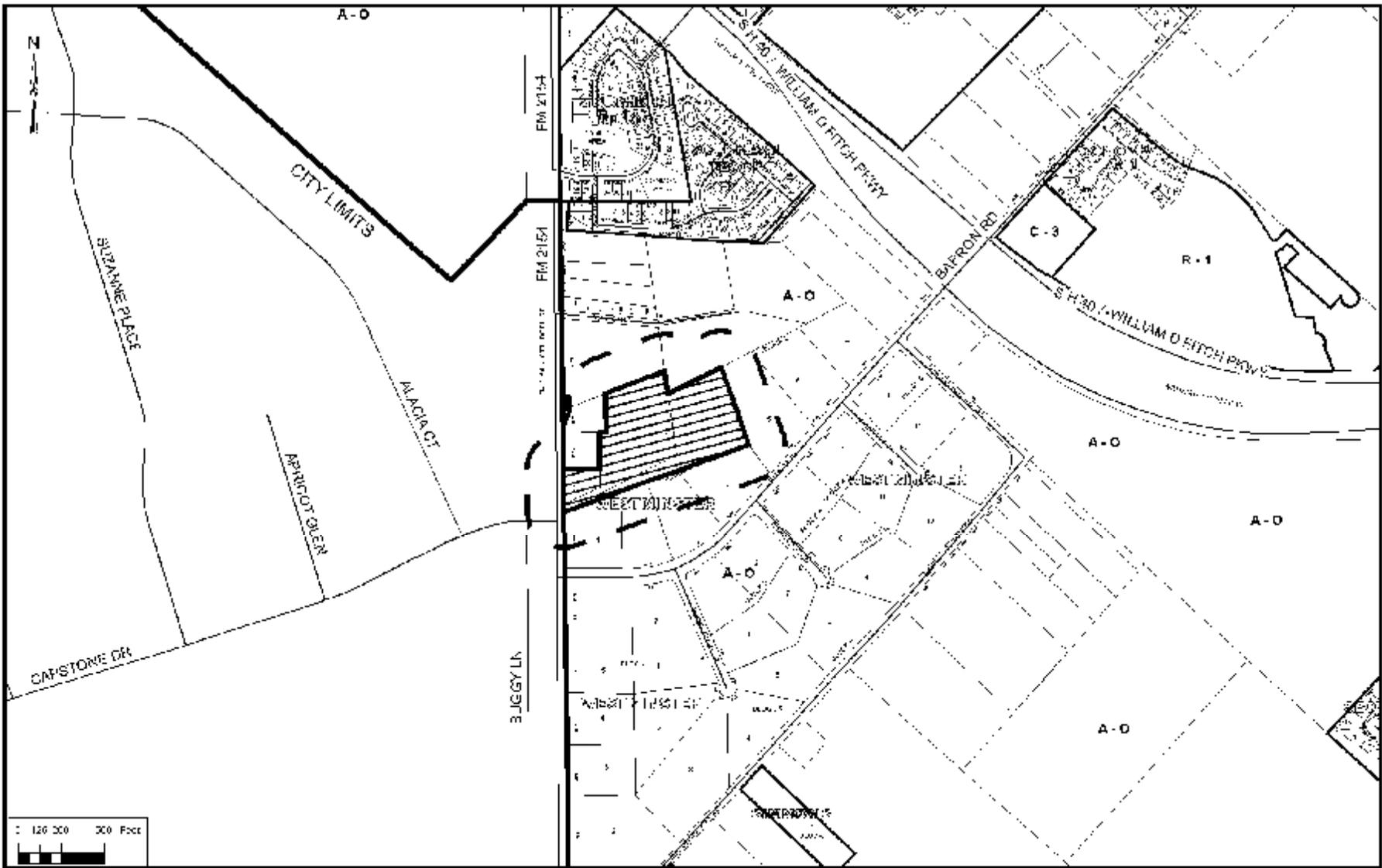
amendment: The owner is seeking to enhance the marketability of the property through the proposed zone change. The applicant intends to market the property for future single-family development.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 18" water main located along Barron Road that, upon extension, is available to serve this property. The Master Plan shows a proposed 12" water line along FM 2154 that would need to be extended to and through the property which would extend water service from Barron Road. The City has a sanitary sewer project planned for this area. This property will need to coordinate with the City's project to determine the best location for a lift station to serve this property and the remaining serviceable area. Drainage for this property is mainly to the southeast. Off-site utility and/or drainage easements will be required. This property's only access is from FM 2154. According to the Subdivision Regulations, streets will be required to project to all adjacent unplatted properties, allowing for cross-access to the north. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of platting and site development.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Background Information
3. Draft Planning and Zoning Commission Meeting Minutes, April 3, 2008
4. Ordinance



Zoning Districts	R-3	Townhouse	C-3	Light Commercial	WPC	Wild Pen Creek Dev. Corridor
A-C	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
A-CR	R-5	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-1U	A-P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R-2	C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
	C-2	Community Industrial	HID	Historic Development District	KO	Krenke Gap Overlay

DEVELOPMENT REVIEW	14097 FM 2154	Case: 08-034 REZONING
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Zoning Districts	R-3	Townhouse	C-3	Light Commercial	WFC	Wolf Pen Creek Dev. Corridor
A-O	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
A-OR	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-1B	A-P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R-2	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	14097 FM 2154	Case: 08-034	REZONING
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BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 3, 2008

Advertised Council Hearing Dates: April 24, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 13

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Single-Family Medium Density	A-O Agricultural-Open	Rural Residential
South	Single-Family Medium Density	A-O Agricultural-Open	Westminster Subdivision, Rural Residential
East	Single-Family Medium Density	A-O Agricultural-Open	Westminster Subdivision, Rural Residential
West	Thoroughfare - Major Arterial	-	FM 2154 – Wellborn Road

DEVELOPMENT HISTORY

Annexation: 1995

Zoning: A-O upon annexation

Final Plat: Unplatted

Site development: Two single-family homes existing on the property



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, April 3, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:04 p.m.

2. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 10.817 acres from A-O Agricultural-Open to R-1 Single-Family Residential, located at 14097 FM 2154, and more generally located along the east side of FM 2154, north of the Barron Road intersection. **Case #08-00500034 (JP)**

Jennifer Prochazka, Senior Planner, presented the rezoning and recommended approval.

Commissioner Bauman expressed concern about the Barron Road alignment going along the property.

Commissioner Davis expressed concern regarding the access point, stating that the only access would be Wellborn Road and that the property would be landlocked.

Chairman Nichols opened the public hearing.

Brett McCully, 1722 Broadmoor, College Station, Texas, stated that the second point of access out is being discussed with adjacent properties to the north.

Janette Dale, 3130 Norton Lane, College Station, Texas; Cheryl Chamblee, 3121 Norton Lane, College Station, Texas; Mary Berry, Lot 4 of Westminster, College Station, Texas; Carolyn Henderson, 3110 Barron Road, College Station, Texas; David Smith, 3110 Barron Road, College Station, Texas. Some of the concerns of the citizens included traffic, possibility of rental property and noise. They stated they would like the property to be low density.

Chairman Nichols closed the public hearing.

Commissioner Dictson asked what the minimum driveway spacing was off of Wellborn Road. Ms. Prochazka stated that it was 425 square feet.

Carol Cotter, Acting Development Engineer, stated that she is currently working with TXDOT regarding the roadway proposed for the development. She also stated that TXDOT would allow the property to have a street onto Wellborn Road at the safest northern most corner.

Commissioner Sanford expressed concern about developing small lots that abut to larger lots and the current amount of traffic on Wellborn Road.

Commissioner Dictson stated that he believes that there is not sufficient frontage for the development, especially if Barron Road is going to connect to Capstone Drive.

Commissioner Dictson motioned to recommend denial of the rezoning. Commissioner Strong seconded the motion, motion passed (7-0).

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 24th day of April, 2008

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:


City Attorney

EXHIBIT "A"

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

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

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 5.00 ACRE TRACT DESCRIBED AS TRACT 5 AND ALL OF A CALLED 5.109 ACRE TRACT DESCRIBED AS TRACT 6 BY A DEED TO JACK E. DEMUYNCK AND ROSEANN T. DEMUYNCK, TRUSTEES OF THE JACK E. DEMUYNCK AND ROSEANN T. DEMUYNCK FAMILY TRUST, RECORDED IN VOLUME 2480, PAGE 148 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID 5.00 ACRE TRACT BEING FURTHER DESCRIBED IN VOLUME 1579, PAGE 246 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 5.109 ACRE TRACT BEING FURTHER DESCRIBED IN VOLUME 1188, PAGE 825 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 5.00 ACRE TRACT AND THE NORTH CORNER OF LOT 4, BLOCK 2, WESTMINSTER SUBDIVISION, PHASE ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2016, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING AN ANGLE POINT IN THE WESTERLY LINE OF LOT 5, BLOCK 2;

THENCE: S 74° 09' 29" W ALONG THE COMMON LINE SAID 5.00 ACRE TRACT AND SAID LOT 4 FOR A DISTANCE OF 1141.74 FEET TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF FM 2154 (WELLBORN ROAD) MARKING THE NORTHWEST CORNER OF LOT 1, BLOCK 2, AND THE WEST CORNER OF SAID 5.00 ACRE TRACT, SAID IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 5.109 ACRE TRACT;

THENCE: N 02° 21' 58" E ALONG THE EAST LINE OF FM 2154 FOR A DISTANCE OF 43.28 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF A CALLED 0.73 ACRE TRACT AS DESCRIBED BY A DEED TO JUAN J. ROCHA AND WIFE, HEE O. ROCHA, RECORDED IN VOLUME 6031, PAGE 151 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 67° 35' 09" E ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 0.73 ACRE TRACT FOR A DISTANCE OF 230.11 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 0.73 ACRE TRACT;

THENCE: N 02° 49' 45" E CONTINUING ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 0.73 ACRE TRACT, AT 104.56 FEET PASS A 1/2 INCH IRON PIPE FOUND MARKING THE COMMON CORNER OF SAID 0.73 ACRE TRACT AND A CALLED 1.00 ACRE TRACT AS DESCRIBED BY A DEED TO ROBERT CHARLES MCGILL AND WIFE, WANDA G. MCGILL, RECORDED IN VOLUME 470, PAGE 40 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 313.06 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTH LINE OF A CALLED 1.00 ACRE TRACT AS DESCRIBED BY A DEED TO IRENE CASIMIRO RECORDED IN VOLUME 358, PAGE 248 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 88° 14' 20" E ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 1.00 ACRE CASIMIRO TRACT FOR A DISTANCE OF 35.08 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID CASIMIRO TRACT;

THENCE: N 02° 24' 10" E CONTINUING ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 1.00 ACRE CASIMIRO TRACT FOR A DISTANCE OF 220.54 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTH LINE OF A CALLED 5.268 ACRE TRACT AS DESCRIBED BY A DEED TO GREGORY A. RICKS AND AGNES A. RICKS RECORDED IN VOLUME 5385, PAGE 32 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 72° 13' 05" E ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 5.268 ACRE TRACT FOR A DISTANCE OF 368.80 FEET TO A 1/4 INCH IRON ROD FOUND ON THE WEST LINE OF A CALLED 4.84 ACRE TRACT AS DESCRIBED BY A DEED TO PRESTON CHAMBLEE AND WIFE, JUDITH CORLEY-LAY, RECORDED IN VOLUME 1327, PAGE 331 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTHEAST CORNER OF SAID 5.109 ACRE TRACT;

THENCE: S 05° 19' 33" E ALONG THE COMMON LINE OF SAID 5.109 ACRE TRACT AND SAID 4.84 ACRE TRACT FOR A DISTANCE OF 132.00 FEET TO A 5/8 INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF SAID 4.84 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT;

THENCE: N 66° 31' 48" E ALONG THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID 4.84 ACRE TRACT FOR A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 5, BLOCK 2, WESTMINSTER SUBDIVISION, PHASE ONE;

THENCE: S 16° 29' 01" E ALONG THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SAID LOT 5 FOR A DISTANCE OF 492.08 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.087 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JANUARY, 2005. SEE PLAT PREPARED JANUARY, 2005, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF WESTMINSTER SUBDIVISION, PHASE ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2016, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-015.MAB

REVISED 02-22-05

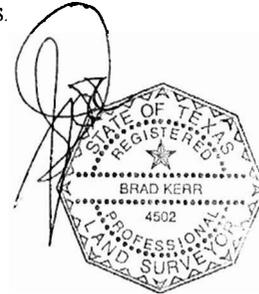
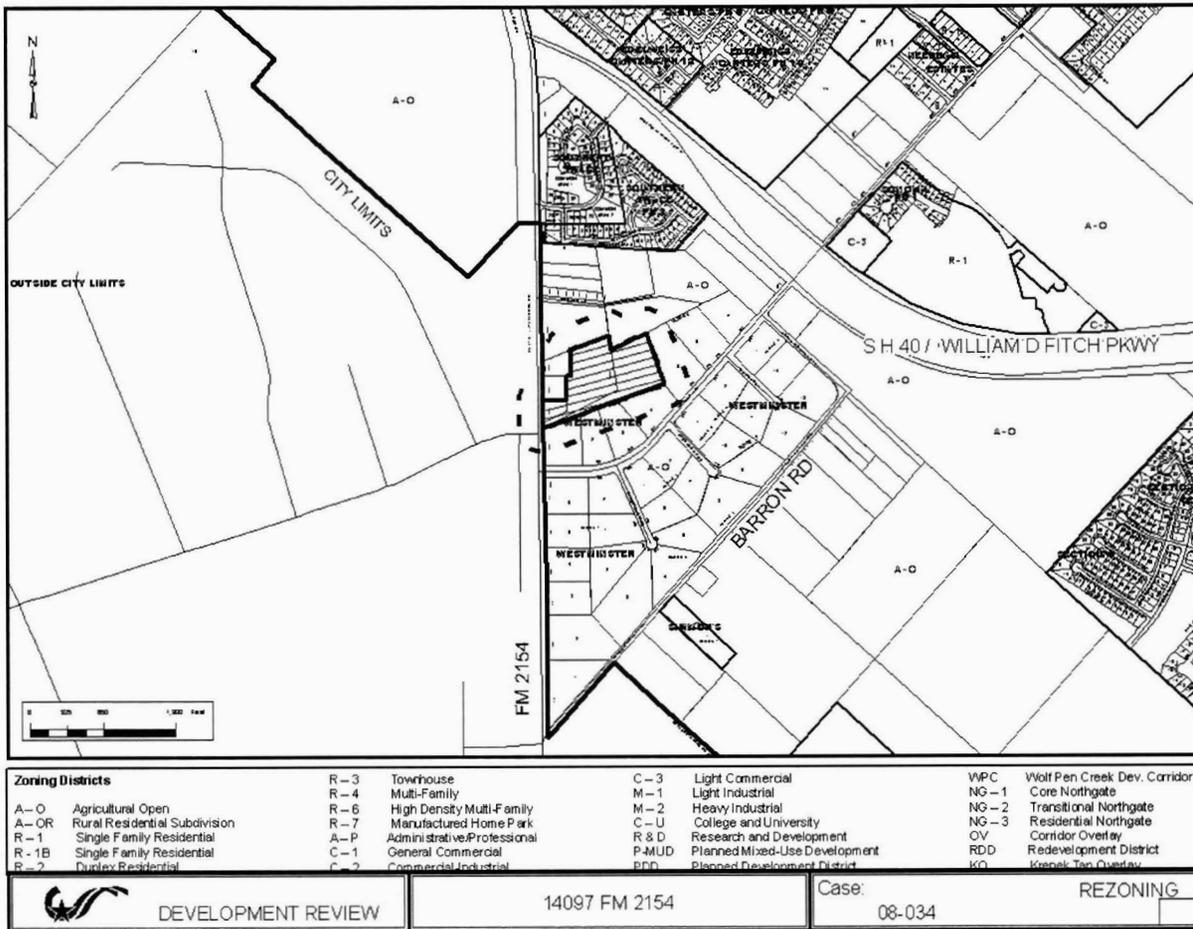


EXHIBIT "B"



April 24, 2008
Regular Agenda Item 3
Comprehensive Plan Amendment for BCS Development Tract

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 75.07 acres from Single-Family Residential, Medium Density, Neighborhood Retail, Institutional, and Floodplains & Streams to Single-Family Residential, Medium Density and Floodplains & Streams located at 450 William D. Fitch Parkway generally located at the southwest intersection of Barron Road and William D. Fitch Parkway.

Recommendation(s): The Planning & Zoning Commission considered this item on April 3, 2008 and voted 7-0 to recommended approval. Staff also recommended approval.

Summary: The subject request was analyzed by Staff as follows:

1. **Changed or changing conditions in the subject area or the City:** Over the past few years, this area has experienced the development of several medium density residential developments along this stretch of William D. Fitch Parkway, including the Castlegate, Castlerock, Edelweiss Gartens, and Southern Trace Subdivisions. Much of this development can be attributed to the development of William D. Fitch Parkway, which finished construction in January 2006. The east side of Barron Road from William D. Fitch Parkway to Highway 6 is also expected to undergo major road improvements as a part of the City's Capital Improvement Program. The project will upgrade Barron Road to minor arterial standards. The City has been going through the roadway design and land acquisition for the CIP project, which will be considered as a project to be a part of the 2008 bond election. If the project is included and approved in the election, construction is expected to begin in April 2009.

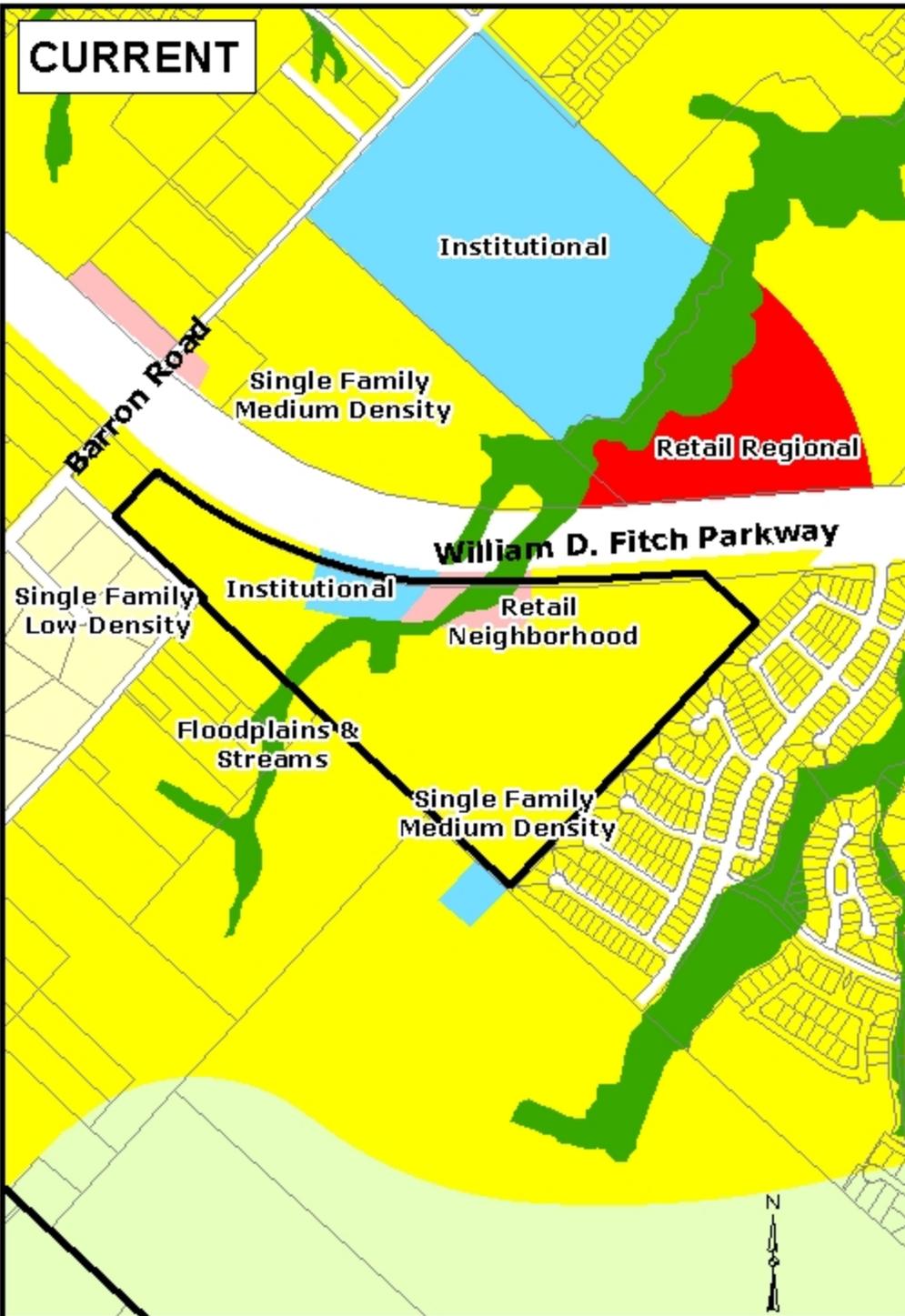
2. **Compatibility with the remainder of the Comprehensive Plan:** The Comprehensive Plan policies for the Neighborhood Retail land use state that such developments are generally dependent on good access to local arterials. Additionally, Institutional land uses are generally a "floating" land use designed to be placed in general locations, but they are encouraged to be located off of local streets for optimal access. Because these conditions are not currently present for the existing Neighborhood Retail and Institutional land uses on the subject property, an amendment to Single-Family Residential, Medium Density would be appropriate.

Budget & Financial Summary: None.

Attachments:

1. Map of the existing and proposed Comprehensive Plan
2. Draft minutes from the Planning & Zoning Commission Meeting held on April 3, 2008
3. Ordinance

CURRENT



PROPOSED





MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, April 3, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 75.07 acres from Single-Family Residential, Medium Density, Neighborhood Retail, Institutional, and Floodplains & Streams to Single-Family Residential, Medium Density and Floodplains & Streams located at 450 William D. Fitch Parkway generally located at the southwest intersection of Barron Road and William D. Fitch Parkway. **Case #08-00500036 (CH)**

Crissy Hartl, Staff Planner, presented the Comprehensive Plan Amendment and recommended approval.

There were general questions regarding the item.

Chairman Nichols opened the public hearing.

Dale Brown, 1008 Woodcreek Drive, stated he was representing the applicant and was available for questions.

Chairman Nichols closed the public hearing.

Commissioner Davis stated that the Land Use Amendment made sense even though he does not support piecemeal development.

Commissioner Dictson motioned to recommend approval. Commissioner Sanford seconded the motion, motion passed (7-0).

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE LAND USE PLAN, FOR THE AREA GENERALLY LOCATED JUST SOUTHWEST OF THE BARRON ROAD AND WILLIAM D. FITCH PARKWAY INTERSECTION, 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 the "Comprehensive Plan of the City of College Station" be amended by amending the "LAND USE PLAN" as set out in Exhibits "A" and "B", for the identified area 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 April, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



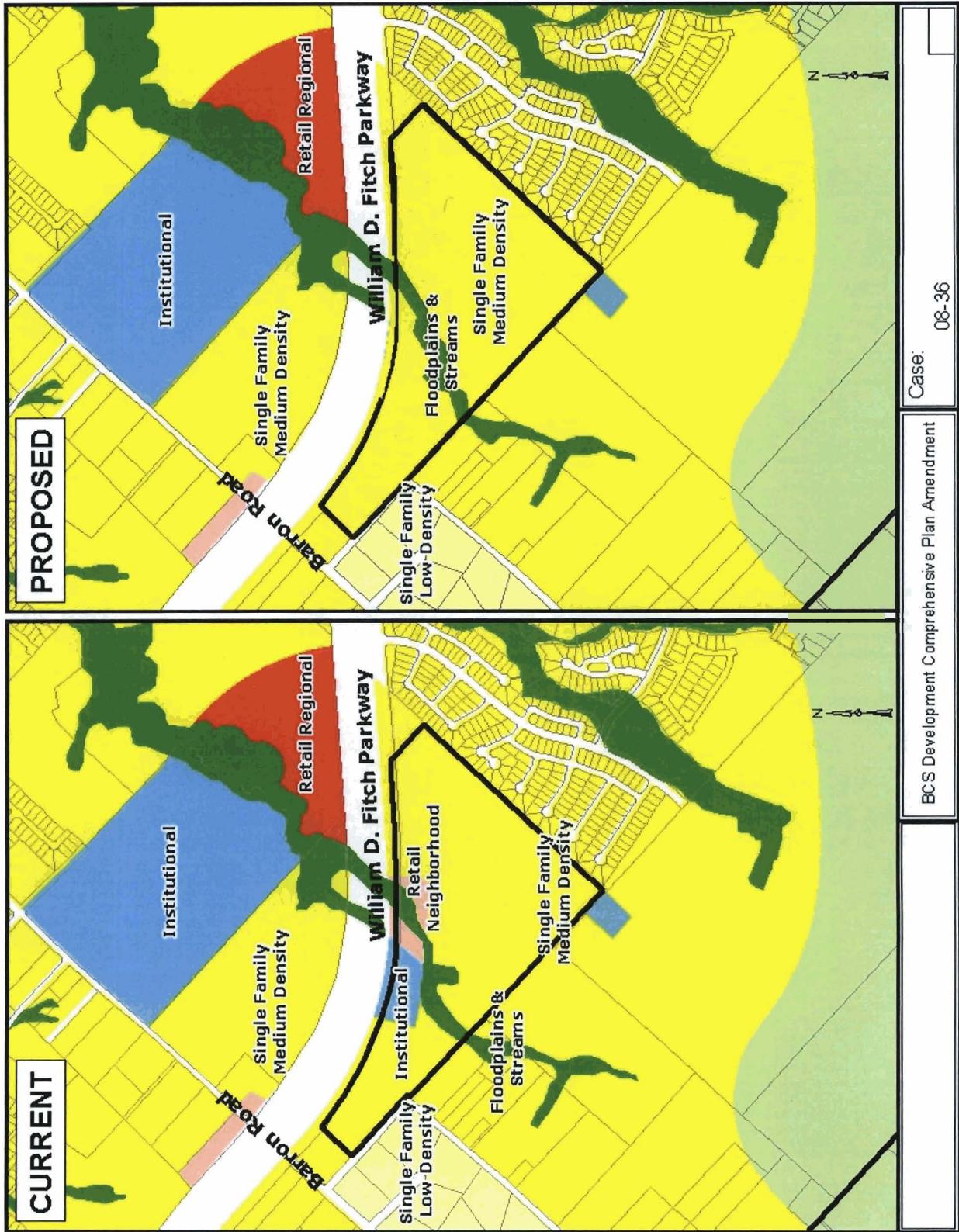
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 75.07 acres generally located just southwest of the Barron Road and William D. Fitch Parkway intersection is amended from Single-Family Medium Density, Retail Neighborhood, Institutional and Floodplains & Streams to Single-Family Medium Density and Floodplains & Streams, as shown on the attached Exhibit "B".

EXHIBIT "B"



April 24, 2008
Regular Agenda Item 4
Comprehensive Plan Amendment for Great Oaks Subdivision

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 147.64 acres from Rural to Single-Family Residential, Medium Density and Single-Family Residential, Low Density located at 3998 Rock Prairie Road West generally located at Great Oaks Drive and Rock Prairie Road West.

Recommendation(s): The Planning & Zoning Commission considered this item on April 3, 2008 and voted 7-0 to recommended approval. Staff also recommended approval.

Summary: The subject request was analyzed by Staff as follows:

1. Changed or changing conditions in the subject area or the City: The subject area has experienced several changes in the last few years with respect to land development. One of the properties to the east of Great Oaks has received Master Plan, Preliminary Plat, and Phase 1 Final Plat approval for the Oakland Ridge Subdivision, a 40 acre single-family medium and high density residential development. The property to the south of Oakland Ridge is now developed as duplexes in the Las Palomas Subdivision, 8.8 acres. Platting activity has also been approved for the subject property, known as the Great Oaks Subdivision. A Master Plan and Preliminary Plat were approved in 2007 for medium and low density residential development. Phase 1 of the Great Oaks Subdivision received Final Plat approval in 2001 for low density residential and is mostly developed as such.

All of this platting activity has taken place since 2007, when this area began to be considered as part of the exempt annexation package that was approved by the City Council in February 2008. In addition, an exception to the City's sewer extension policy was granted for this development allowing denser residential development than would otherwise be allowed. All property included in the annexation package will officially come into the city limits on March 29, 2008 and will be classified as A-O Agricultural-Open. In order to develop according to the approved plat, the developer must request a Comprehensive Plan Amendment and Rezoning to the appropriate land uses and zoning districts for this development.

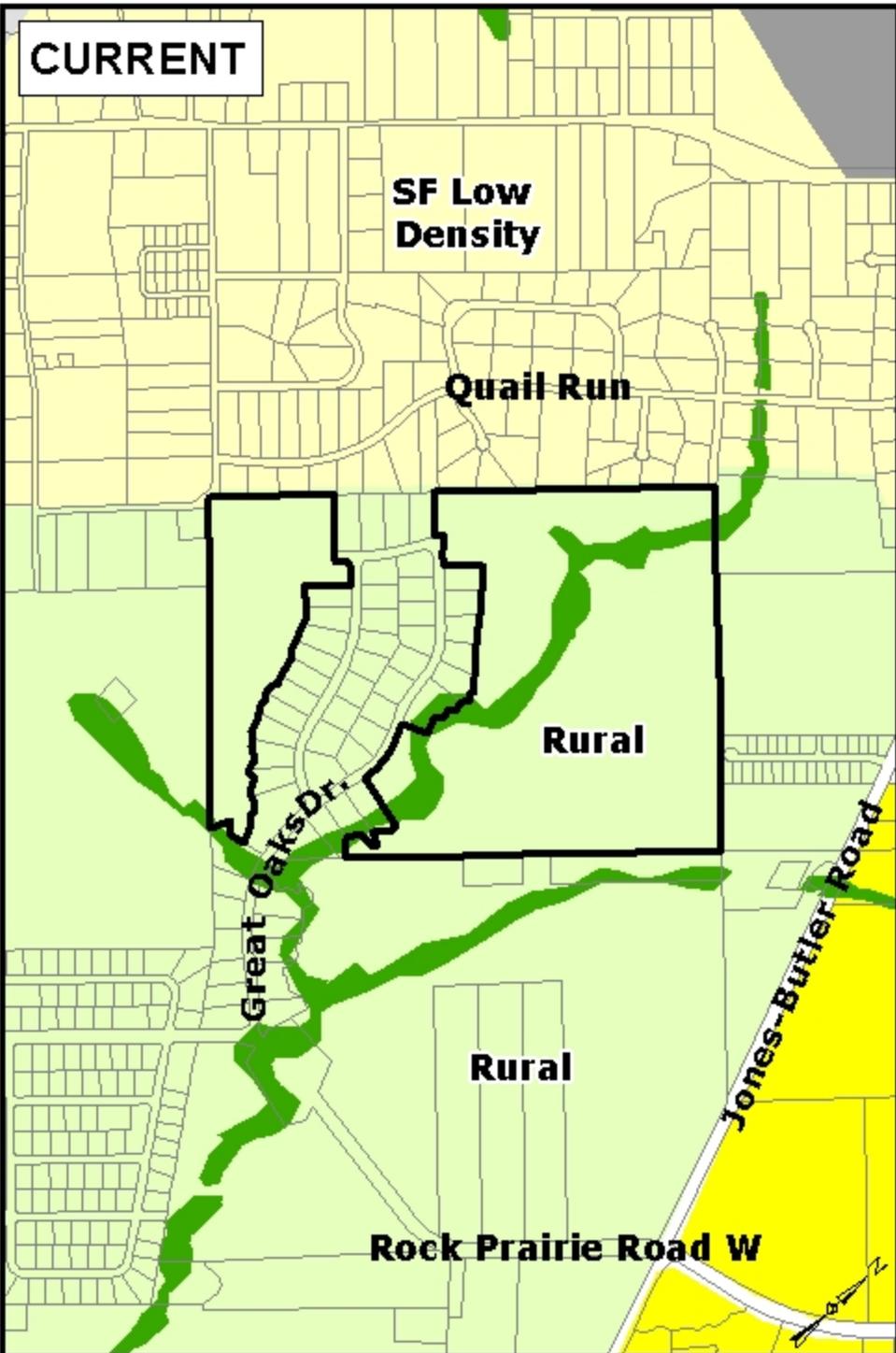
2. Compatibility with the remainder of the Comprehensive Plan: The current development pattern along this area of Jones-Butler Road includes mostly low and medium density residential development. Phase 1 of the Great Oaks Subdivision and the Quail Run Subdivision are both developed as low density residential developments that complement the proposed low density land use in the request. Some areas of Floodplains & Streams serves as a buffer between the low and medium density land uses, which allows a transition from medium density, found in the Oakland Ridge Subdivision and a portion of the subject request, to low density residential and then to rural development further west into the County.

Budget & Financial Summary: None.

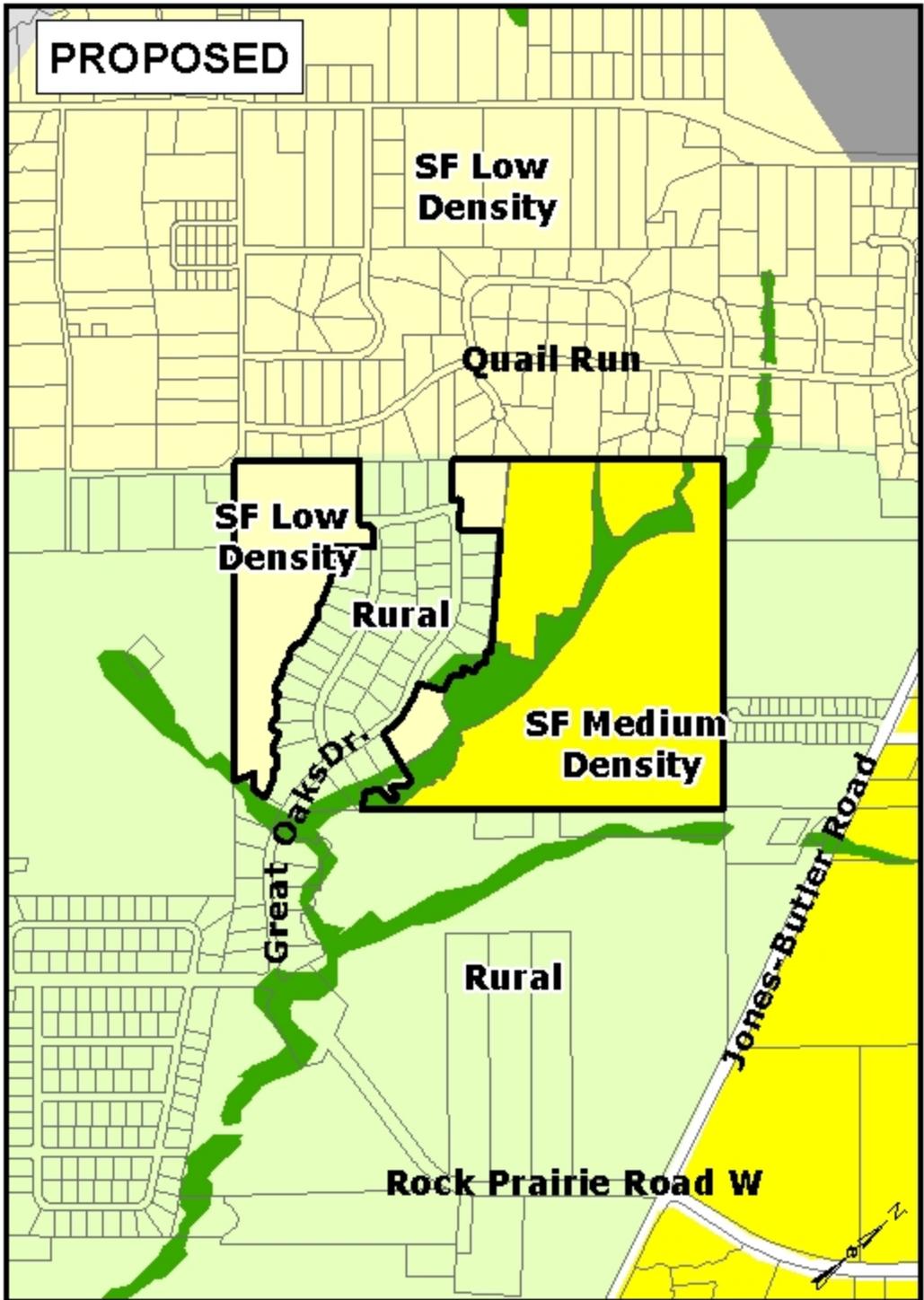
Attachments:

1. Map of the existing and proposed Comprehensive Plan
2. Draft minutes from the Planning & Zoning Commission Meeting held on April 3, 2008
3. Ordinance

CURRENT



PROPOSED





MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, April 3, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 147.64 acres from Rural to Single-Family Residential, Medium Density and Single-Family Residential, Low Density located at 3998 Rock Prairie Road West generally located at Great Oaks Drive and Rock Prairie Road West. **Case #08-00500039 (CH)**

Crissy Hartl, Staff Planner, presented the Comprehensive Plan Amendment and recommended approval.

Commissioner Davis asked for clarification of single-family low density and medium density.

Ms. Hartl stated that low density allows one-acre lots up to five-acre lots and medium density allows up to eight dwelling units per acre.

Chairman Nichols opened the public hearing.

Steve Arden, 311 Cecelia Loop, College Station, Texas, stated that he was trying to match the zoning with the earlier anticipated use. He said R1-B would be the zoning they would ask for and that the sanitary sewer would meet City standards with larger lots.

Chairman Nichols closed the public hearing.

Commissioner Dictson motioned to approve the Comprehensive Plan Amendment. Commissioner Sanford seconded the motion, motion passed (7-0).

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE LAND USE PLAN, FOR THE AREA GENERALLY LOCATED AT ROCK PRAIRIE ROAD WEST AND GREAT OAKS DRIVE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Land Use Plan" as set out in Exhibits "A" and "B", for the identified area 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 April, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



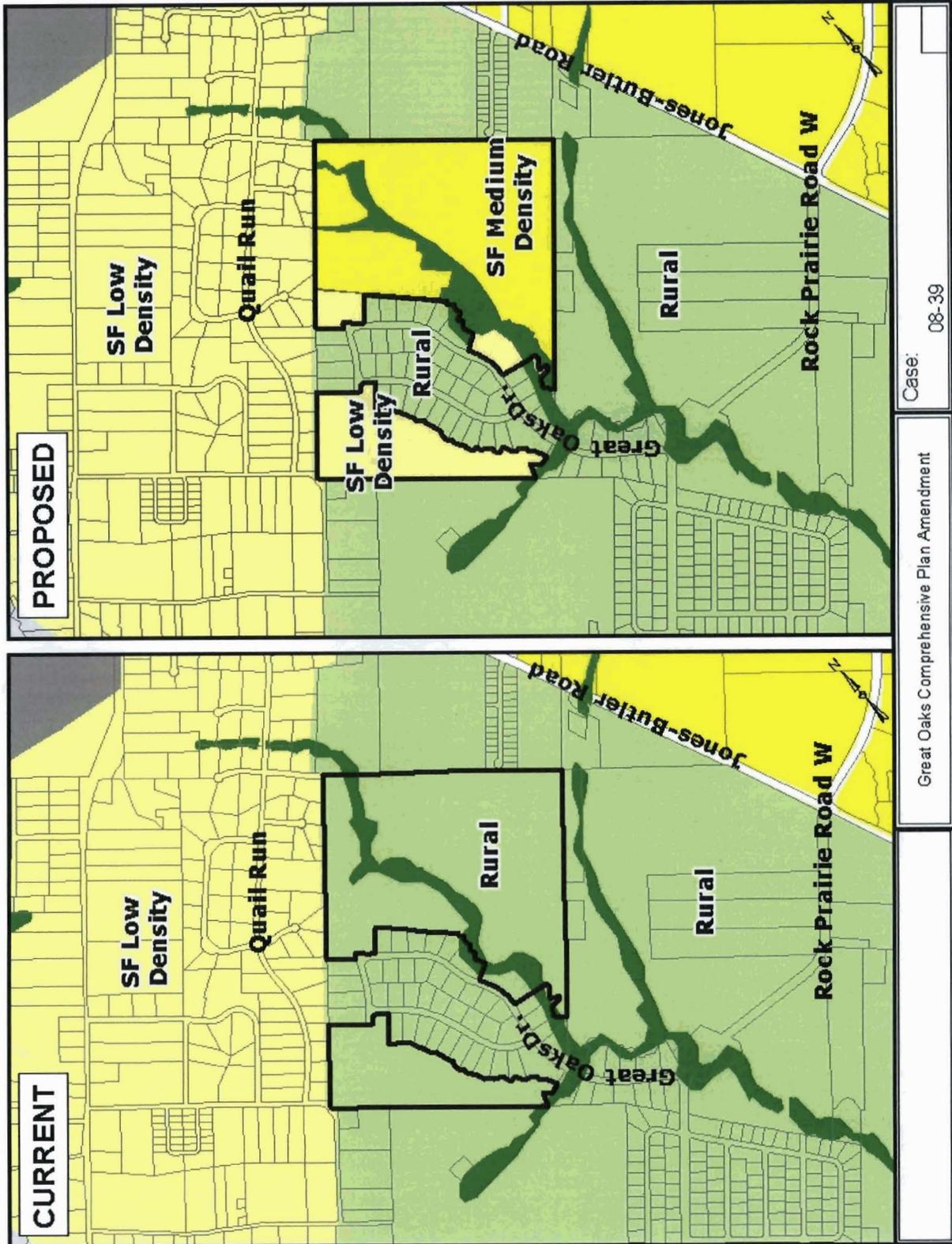
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 147.64 acres generally located at Rock Prairie Road West and Great Oaks Drive is amended from Rural to Single Family Medium Density and Single Family Low Density, as shown on the attached Exhibit "B".

EXHIBIT "B"



**April 24, 2008
Regular Agenda Item 5
City of College Station Land Exchange**

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of CS located near the intersection of Jones Butler Road and Dowling Road

Recommendation(s): To be provided at the April 24th Council Meeting

Summary: The City has advertised for bids involving the exchange of approximately 5 acres of land near the intersection of Jones Butler Road and Dowling Road. The purpose of the exchange is to permit the future relocation of Jones Butler Road while continuing to accommodate the construction of a new electric sub-station and the expansion of the existing water facilities.

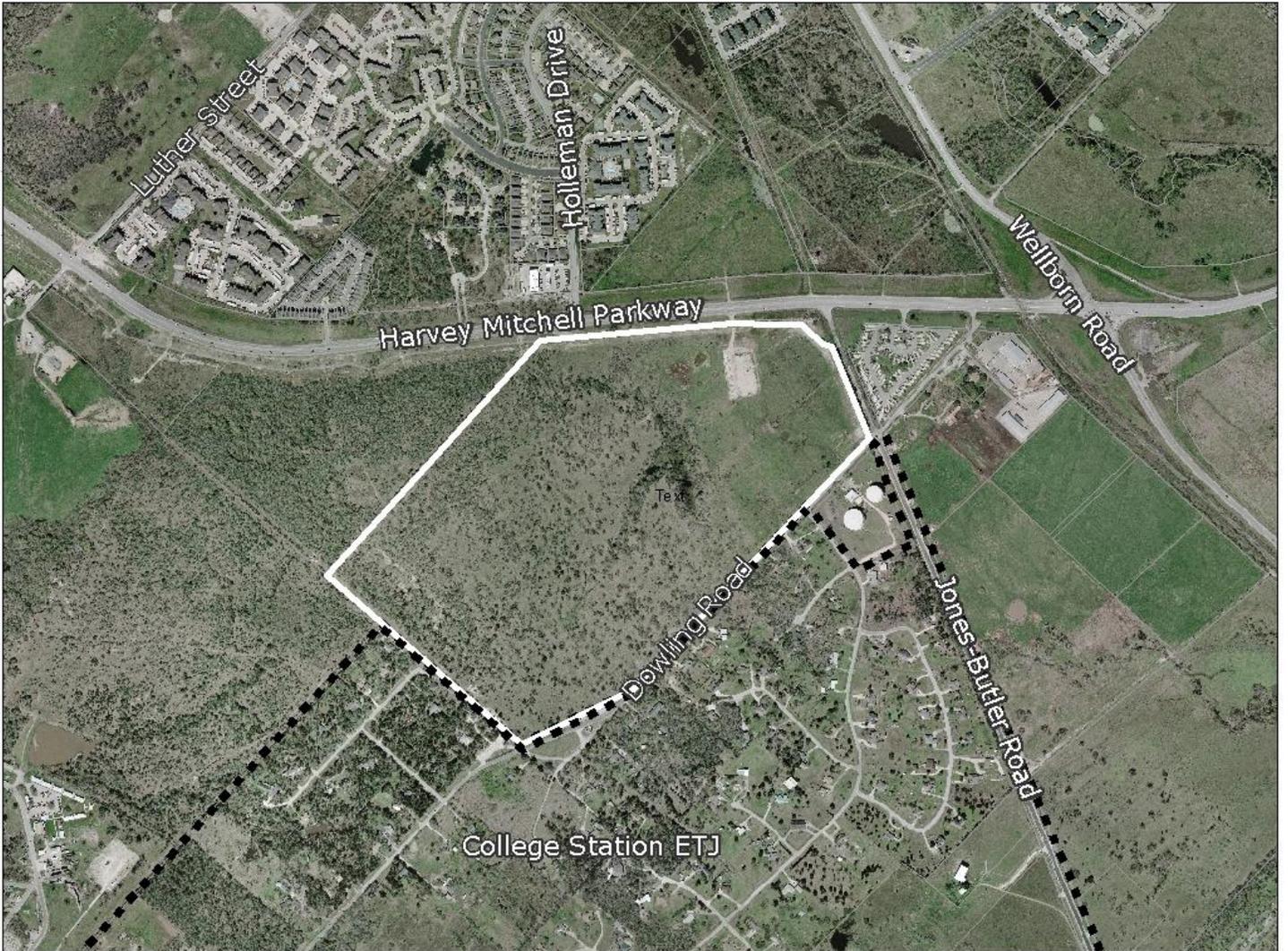
With the proposed removal of the Jones Butler/FM2818 intersection as part of the FM2818/FM2154 TxDOT improvement the staff began exploring options to accommodate a future re-location of the roadway to eventually intersect with FM2818 at Holleman. The required routing of this road conflicts with the proposed location of a new electric sub-station and the expansion of the existing water facilities. If the City were to successfully exchange a part of the land it owns in the area for another tract of land in the area the proposed electric substation could be relocated thereby permitting the placement of a relocated road.

Bids received by the City are scheduled to be open and considered on April 23rd. Staff from the City Manager's Office, Planning & Development Services, Public Works, Electric Utilities, Water Utilities, and Legal have been involved in several discussions about this opportunity and will be prepared to answer additional questions at the Council meeting on the 24th.

Budget & Financial Summary: TBD and presented at the April 24th Council Meeting

Attachments:

1. Aerial Photo of Property
2. Representation of City property offered for exchange
3. Bid Proposal(s) (to be provided at Council Meeting)
4. Resolution (to be provided at Council Meeting)



April 24, 2008
Regular Agenda Item 6
Appointment of Technical Task Force Green College Station

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding appointments to Technical Task Force for Green College Station Action Plan.

Recommendation(s): Consider names suggested for appointment to Technical Task Force.

Summary: The Council adopted the Green College Station resolution at their January 24, 2008. Part 3 of the resolution called for the appointment of a Technical Task Force to assist the City Manager to develop the Green College Station Action Plan. The Council subsequently asked the City Manager to identify a potential list of names for consideration to appoint to the Task Force. The following names have been identified and have agreed to serve if appointed by the Council:

Bahman Yazdani, PE, CEM
Ronald A Kaiser
Ming Han Li Ph.D., PE
Stella Woodward
Bruce Dvorak
Hugh Stearns
Robin L. Autenrieth, Ph.D., PE
Margrit Moores

The Task Force will serve through the completion of the Green College Station Action Plan.

In addition to the persons suggested, it is recommended the green building component be developed in conjunction with a subcommittee from CPAC. Many of the green building components will need to be fully integrated with elements of the Comprehensive Plan Update.

Budget & Financial Summary: None.

Attachments: List of Recommendations.

Green College Station Technical Advisory Team

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Division Head
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Ronald A. Kaiser
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Professor, Department of Recreation,
Park & Tourism Sciences
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Hugh Stearns
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Stearns Construction
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hugh@stearnsconstruction.biz

Margrit Moores
(Solid/hazardous waste issues)
503-0238
margrit@suddenlink.net

April 24, 2008

Regular Agenda Item 7

Water Demand Study

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to present the results of the recent study on projected Water Demands, conducted by HDR Engineers.

Recommendation: None, for information only

Summary: Water supply is a critical issue for the City, and as growth continues, new sources of drinking water are essential. The Water Services Department contracted with HDR Engineers of Austin to conduct a thorough study of the future water demands of our City, and they have recently completed a report. In this report, they have studied the growth patterns of our City, and projected that growth into the future to determine our most likely water demands in coming years. They also considered the limitations on growth of our Water CCN area, as well as the demand reductions likely to be achieved through an aggressive water conservation program.

In summary, the study concludes that the City faces a potential peak demand water shortage this year, and the shortage will grow to almost 10 million gallons per day by 2016. The most economical and practical new water source is to drill new Simsboro wells, and the City's plan to drill Wells 8, 9, and 10 is fully justified.

This study will be included in the City's application to the Brazos Valley Groundwater Conservation District for Drilling/Operating Permits for these future wells. The study clearly demonstrates a bona-fide beneficial use for the water, which is an essential element for approval of the permits.

Budget & Financial Summary: NA

Attachments:
NA