



Mayor

Ben White

Mayor Pro Tem

Lynn McIlhaney

City Manager

Glenn Brown

Councilmembers

John Crompton

James Massey

Dennis Maloney

Lawrence Stewart

David Ruesink

Agenda

College Station City Council

Regular Meeting

Thursday, September 11, 2008 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

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

Presentation of Historic Home Marker #83.

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 City Council Workshop and Regular Meetings August 28, 2008.

- b. Presentation, possible action, and discussion regarding resolutions to be considered by the Texas Municipal League.
- c. Presentation, possible action and discussion on the award of bid #08-84 to Brazos Paving, Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.
- d. Presentation, possible action and discussion regarding a resolution to approve contract #08-284 in an amount not to exceed \$193,010.00 with Envirosolve, Inc. to provide Household Hazardous Waste Collection Services.
- e. Presentation, possible action, and discussion of a user agreement between Texas A&M University and the City of College Station authorizing Texas A&M University to provide the University Services Building parking lot area and ingress/egress roads on October 4, 2008 to the Brazos Valley Solid Waste Management Agency for the fall Household Hazardous Waste & Computer Collection event.
- f. Presentation, possible action and discussion regarding award of bid #08-89 to Ergon Asphalt & Emulsions to provide Emulsified Asphalt products for the maintenance of streets in an amount not to exceed \$478,104.00.
- g. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," creating an operational speed limit on F&B Road between FM 2818 and Turkey Creek Road.
- h. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," which creates an operational speed limit on Old Wellborn Road.
- i. Presentation, possible action and discussion on extending the bank depository agreement with Citibank Texas, N.A. for one additional year.
- j. Presentation, possible action, and discussion regarding acceptance of Bid Proposal from Bid # 08-76 for construction of a new bathhouse at the Adamson Lagoon Swimming Pool, in the amount of \$1,141,179.
- k. Presentation, possible action, and discussion regarding a Renewal Agreement for an Annual Landscape Maintenance Service Contract for thirty-one (31) sites comprised of municipal buildings, municipal sites, parks, and street medians to Green Teams, Inc. (d.b.a., The Greenery) for an annual expenditure of \$312,852.75.
- l. Presentation, possible action, and discussion regarding a Change Order to an existing Landscape Maintenance Service Contract with Green Teams, Inc. (d.b.a. The Greenery), in the amount of \$30,423.00, to add the annual landscape maintenance functions for Cove of Nantucket Park, Fire Station #3B, Texas Avenue Phase II, and additional maintenance areas for W.D. Fitch Parkway.
- m. Presentation, possible action, and discussion regarding a change order to Contract #07-273 in the amount of \$28,526.68 to JaCody, Inc. for construction work associated with Police Department Renovations Project.

n.Presentation, possible action and discussion regarding adoption of a resolution awarding contract #08-277 for the College Park/Breezy Heights Rehabilitation Project to Brazos Valley Services in the amount of \$4,116,581.28.

o.Presentation, possible action, and discussion regarding the approval of a construction contract (Contract #08-273) with Siemens Building Technologies Inc. in the amount of \$104,471.45 for the installation of access and security equipment at the College Station Police Department Building.

p.Presentation, possible action, and discussion on a Professional Services Contract with Kimley-Horn and Associates, Inc. (KHA), in the amount of \$87,000.00, for the engineering development and implementation of a Roadway Impact Fee program.

q.Presentation, possible action, and discussion of the City Council's 2008-2013 Strategic Plan.

r. Presentation, possible action, and discussion regarding contract for Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$52,000. Anticipated workers compensation claims for FY09 are \$401,000 and anticipated liability claims for FY09 are \$330,000.

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 the City of College Station 2008-2009 advertised ad valorem tax rate of \$0.450000 per \$100 valuation. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.
2. Public hearing, presentation, possible action, and discussion on the City of College Station 2008-2009 proposed budget.

3. Public Hearing, possible action, and discussion on an ordinance Budget Amendment #3 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$11,061,623 and presentation, possible action and discussion on several contingency transfers and an interfund loan.
4. Public Hearing, presentation, possible action, and discussion concerning approval to advertise for construction bids for the Bike Loop project which includes pedestrian improvements to the intersection of Longmire and Harvey Mitchell Parkway.
5. Public hearing, presentation, possible action and discussion concerning approval to advertise for the William D. Fitch Pkwy Widening Phase II project construction bid.
6. Public hearing, Presentation, possible action, and discussion regarding an Amendment to Resolutions Determining Need associated with the Rock Prairie Road East Widening, Design and ROW Project.
7. Public hearing, presentation, possible action, and discussion on amendments to Chapter 12, City of College Station Code of Ordinances, Unified Development Ordinance Article 2 Development Review Bodies, Article 3 Development Procedures, Section 4.1 Establishment of Districts, Article 5 District Purpose Statements and Supplemental Standards, Article 10 Enforcement, and Section 11.2 Defined Terms as they relate to the creation of a Landmark Commission and Historic Preservation Overlay District.
8. Public hearing, presentation, possible action and discussion on an ordinance rezoning 34.06 acres from A-O, Agricultural-Open to R-1, Single Family Residential (17.48) acres, R-3, Townhouse (10.09 acres), and R-4, Multi-Family Residential (6.49 acres) located off Jones-Butler Road and near Cain Road, adjacent to the Las Palomas Subdivision.
9. Presentation, possible action, and discussion regarding an ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved earlier this year.
10. Presentation, possible action, and discussion regarding a draft of the 2008 bond referendum brochure.
11. 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, September 11, 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 8th day of September, 2008 at 3:00 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 September 8, 2008 at 3:00 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.

September 11, 2008
Consent Agenda Item No. 2b
TML Resolutions

To: Glenn Brown, City Manager

From: Kathy Merrill, Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding resolutions to be considered by the Texas Municipal League.

Recommendation(s): Approve the resolution prepared by the Shelleys for submittal to the Texas Municipal League Resolutions Committee.

Summary: Dan Shelley, College Station's state legislative consultant, attended the Council's August 28 meeting to provide an update on expected legislative trends for the 2009 session. Mr. Shelley and Mrs. Rodriguez also received Council feedback on certain issues as well as receiving input from the Council for resolutions to be submitted to the Texas Municipal League from the City of College Station.

This item involves approving a Resolution regarding the funding of transportation projects. The resolution was prepared by the Shelleys, and once approved by Council, will be submitted for possible adoption at TML's 2008 conference.

Budget & Financial Summary: N/A

Attachments:

1. The Resolution will be sent to Council prior to the meeting

September 11, 2008
Consent Agenda Item No. 2c
Annual Curb, Gutter & Flatwork Price Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action on the award of bid #08-84 to Brazos Paving, Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

Recommendation(s): Staff recommends award of Bid #08-84 to Brazos Paving, Inc. in the amount not to exceed \$411,000.00 annually.

Summary: Maintenance of flatwork, curbs and gutters is contracted on an as needed basis, by the Public Works Department and College Station Utilities. Bids were received from 5 (five) companies with the lowest bid submitted by Brazos Paving, Inc.

Brazos Paving	\$411,000.00
Acklam Construction	\$543,000.00
Myers Concrete Construction	\$552,000.00
Knife River	\$592,200.00
Brazos Valley Services	\$600,000.00

Budget & Financial Summary: Funding for this service comes from the operating budgets for streets, drainage and utility maintenance.

Attachments:

1. Bid tabulation #08-84
2. Resolution

**Concrete Flatwork, Curb & Guttering
 BID # 08-84 - Streets**

08/14/08

Item No.	Est. Yearly Quantity	Description	Brazos Paving		Acklam Construction		Myers Concrete		Knife River		Brazos Valley Services		
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
BASE BID:													
1	6,000	lin. ft.	Remove & Replace Concrete Curb & Gutter, in accordance with TSDHPT 1993 Standard Specs, item#360, & according to College Station Specs 401 & 702, 501,502,503,504 (copy attached)	\$26.00	\$156,000.00	\$29.50	\$177,000.00	\$33.00	\$198,000.00	\$36.00	\$216,000.00	\$40.00	\$240,000.00
2	600	cu. yd.	Remove & Replace Concrete Flatwork (sidewalks, driveways, aprons, gutters) in accordance with TSDHPT 1993 Standard Specs, Item #360, & according to College Station Specs 702, 402, 501,502 ,503 ,504 (copy attached)	\$425.00	\$255,000.00	\$610.00	\$366,000.00	\$590.00	\$354,000.00	\$627.00	\$376,200.00	\$600.00	\$360,000.00
Base Price				\$411,000.00		\$543,000.00		\$552,000.00		\$592,200.00		\$600,000.00	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ANNUAL CURB, GUTTER & FLATWORK PRICE AGREEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Annual Curb, Gutter & Flatwork Price Agreement Project; and

WHEREAS, the selection of Brazos Paving Inc. is being recommended as the lowest responsible bidder for the construction services related to Annual Curb, Gutter & Flatwork Price Agreement; 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 Brazos Paving Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Paving Inc. for \$411,000.0 for the labor, materials and equipment required for the improvements related to the Annual Curb, Gutter & Flatwork Price Agreement Project.

PART 3: That the funding for this Contract shall be as budgeted from the Drainage and Utility Funds, Drainage and Water Divisions, in the amount of \$411,000.00.

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

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

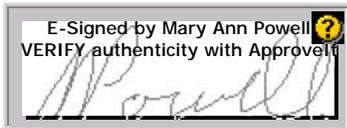
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

September 11, 2008
Consent Agenda Item No. 2d
Contract for Household Hazardous Waste Collection Services

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding a resolution to approve contract #08-284 in an amount not to exceed \$193,010.00 with Envirosolve, Inc. to provide Household Hazardous Waste Collection Services.

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

Summary: This purchase is for collection and disposal services for household hazardous waste. The Brazos Valley Solid Waste Management Agency (BVSWMA) in cooperation with the City of Bryan and City of College Station Sanitation Division conducts a semi-annual event at the TAMU University Services Building. These events (each spring and fall) allow individual households in the Brazos Valley to bring their household hazardous wastes to the Brazos Center free of charge. The contractor is responsible for disposing of these wastes in accordance with all local, state, and federal environmental laws. The contractor is also responsible for submitting to BVSWMA a detailed analysis of all the waste collected and the disposal methods used.

Envirosolve, Inc. was the lowest of three responding bidders for Invitation to Bid #08-88, which opened on August 18, 2008. This is an annual contract to supply BVSWMA with collection, categorization, packaging, transportation, recycling and disposal services for household hazardous waste. This 2008 contract #08-284 is in an amount not to exceed \$193,010.00 for two events. The 2007 contract amount was \$179,474.00 and the actual amount spent for the last two events was \$145,980.19. BVSWMA will only be charged for the actual amount of waste received, processed, and disposed of by the contractor.

Budget & Financial Summary: Funds are available and budgeted in the Brazos Valley Solid Waste Management Agency Fund. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

1. HHW Collection Resolution
2. HHW Collection Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE COLLECTION OF HOUSEHOLD HAZARDOUS WASTE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the Collection of Household Hazardous Waste; and

WHEREAS, the selection of Envirosolve, Inc. is being recommended as the lowest responsible bidder for the services related to the Collection of Household Hazardous Waste ; 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 Envirosolve, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Envirosolve, Inc. for \$193,010.00 for the labor, materials and equipment required for the Collection of Household Hazardous Waste.

PART 3: That the funding for these services shall be as budgeted from the Brazos Valley Solid Waste Management Agency Account in the amount of \$193,010.00.

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

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

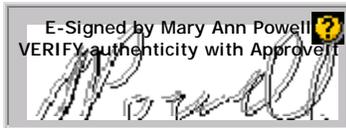
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:



City Attorney

**HHHW COLLECTION SERVICES
 BID TABULATION #08-88
 BVSWMA**

Description	Envirosolve, Inc.		Clean Harbors		Philip Reclamation Svcs.	
	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Recyclable Paint	\$100.00	\$137,500.00	\$125.00	\$171,875.00	\$230.00	\$316,250.00
Non-Recyclable Paint	\$400.00	\$17,600.00	\$495.00	\$21,780.00	\$535.00	\$23,540.00
Cleaners, Acids, Bases	\$200.00	\$3,600.00	\$250.00	\$4,500.00	\$215.00	\$3,870.00
Oxides	\$225.00	\$4,725.00	\$250.00	\$5,250.00	\$293.00	\$6,153.00
Flammable Liquids	\$115.00	\$5,750.00	\$75.00	\$3,750.00	\$150.00	\$7,500.00
Flammable Solids	\$550.00	\$4,950.00	\$595.00	\$5,355.00	\$605.00	\$5,445.00
Pesticide Liquids	\$200.00	\$9,000.00	\$325.00	\$14,625.00	\$210.00	\$9,450.00
Pesticide Solids	\$550.00	\$1,650.00	\$900.00	\$2,700.00	\$692.00	\$2,076.00
PCB's	\$300.00	\$300.00	\$220.00	\$220.00	\$495.00	\$495.00
Water Reactives	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Cyanides	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Sulfur	\$275.00	\$275.00	\$250.00	\$250.00	\$215.00	\$215.00
Organic Peroxides	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Asbestos	\$200.00	\$200.00	\$125.00	\$125.00	\$110.00	\$110.00
Arsenical Pesticies	\$200.00	\$200.00	\$305.00	\$305.00	\$215.00	\$215.00
Mercury (MFD, Articles)	\$125.00	\$250.00	\$175.00	\$350.00	\$128.00	\$256.00
Mercury (elemental)	\$125.00	\$125.00	\$175.00	\$175.00	\$128.00	\$128.00
Recyclable Batteries	\$250.00	\$250.00	\$0.00	\$0.00	\$200.00	\$200.00
Non-Recyclable Batteries	\$400.00	\$400.00	\$295.00	\$295.00	\$310.00	\$310.00
Aerosols	\$150.00	\$1,200.00	\$215.00	\$1,720.00	\$162.00	\$1,296.00
Propane	\$225.00	\$450.00	\$489.00	\$978.00	\$250.00	\$500.00
Gas Cylinders (exc. Propane)	\$500.00	\$500.00	\$225.00	\$225.00	\$450.00	\$450.00
Empty Non-DOT Drum	\$20.00	\$400.00	\$15.00	\$300.00	\$25.00	\$500.00
Fluorescent Bulbs non-PCB	\$175.00	\$350.00	\$95.00	\$190.00	\$160.00	\$320.00
Fluorescent Bulbs with PCB	\$200.00	\$200.00	\$100.00	\$100.00	\$235.00	\$235.00
Antifreeze	\$60.00	\$360.00	\$0.00	\$0.00		\$0.00
Used Motor Oil	\$60.00	\$2,400.00	\$0.00	\$0.00		\$0.00
Section I Total		\$193,010.00		\$235,443.00		\$379,814.00
Mobilization	\$18,250.00	\$36,500.00		\$18,000.00	\$8,242.00	\$16,484.00
Section II Total		\$36,500.00		\$18,000.00		\$16,484.00
GRAND TOTAL (Sections I & II)		\$229,510.00		\$253,443.00		\$396,298.00

September 11, 2008
Consent Agenda Item No. 2e
BVSWMA TAMU Household Hazardous Waste Collection Event User Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion of a user agreement between Texas A&M University and the City of College Station authorizing Texas A&M University to provide the University Services Building parking lot area and ingress/egress roads on October 4, 2008 to the Brazos Valley Solid Waste Management Agency for the fall Household Hazardous Waste & Computer Collection event.

Recommendation(s): Staff recommends approval of the user agreement authorizing Texas A&M University to provide the University Services Building parking lot area, and ingress/egress roads on October 4, 2008 to the Brazos Valley Solid Waste Management Agency for the fall Household Hazardous Waste & Computer Collection Event.

Summary: The Brazos Valley Solid Waste Management Agency has a semi-annual regional Household Hazardous Waste & Computer Collection Event for the safe disposal and recycling of household hazardous waste. The Brazos Valley Solid Waste Management Agency has held the past two events at the location, which provides a safe environment for the disposal of hazardous waste at the University Services Building.

Budget & Financial Summary: None.

Attachments:

1. User Agreement
2. Location Map

Office of Facilities Coordination

August 28, 2008

Shelia Davis McQueen
Program Coordinator
City of College Station
Public Works/BVSWMA

Shelia,

The approvals from Texas A&M University for use of the University Services Building (USB) by BVSWMA for the October 2008 Household Hazardous Waste Collection event have been finalized and are included on the attached contract. Please note the need for City of College Station approvals on the contract. Terms and conditions of the use remain basically the same as in the two previous events. The one significant change is increasing the access window to include the Monday after the weekend event. Please return the signed, fully executed agreement to this office prior to the event.

Please let us know if we may be of further assistance.

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'David A. Morrison'.

David A. Morrison
Manager of Facilities Information

1001 General Services Complex
1369TAMU
College Station, TX 77843-1369

Tel. 979.845.8661
<http://fcor.tamu.edu/>

Site Use Agreement

This Site Use Agreement is entered into by and between Texas A&M University, a component of the Texas A&M University System, an agency of the State of Texas ("University") and the City of College Station, a Home Rule Municipal Corporation, on behalf of the Brazos Valley Solid Waste Management Agency ("BVSWMA").

Whereas, BVSWMA conducts, on a semi-annual basis, its Household Hazardous Waste and Computer Collection Event ("Event") for the benefit of the citizens of Brazos and surrounding counties, and

Whereas, Texas A&M University System Policy 33.04 Use of System Property states, "No TAMUS employee shall entrust state property to any state official or employee or to anyone else to be used for other than state purposes. . .", and

Whereas, Texas A&M University Rule 41.05.02.M1 Space and Land Use Management states, "The President will oversee the day-to-day management and maintenance of real property and improvements located on the College Station Campus. The President delegates this authority for space assignment and land use to (1) Vice President for Administration for non-academic unit space assignments and general land use...", and

Whereas, University agrees to grant BVSWMA the privilege of hosting Event on certain facilities of Texas A&M University and University will provide parking area, ingress and egress to BVSWMA and the end users of the Event. The facility is referred to by TAMU as the University Service Building, located at 3380 University Dr. East and as further shown in the attached Exhibit A ("Site"),

Therefore, in consideration of the mutual premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and BVSWMA agree as follows:

1. The times and dates of access granted to BVSWMA begin at 8:00 a.m. on Friday, October 3, 2008 and end at 5:00 p.m. on Monday, October 6, 2008. The schedule for collection activities is 9:00a.m. through 4:00 p.m. on October 4, 2008. Access is granted for Event set-up, Event and Event clean-up during the times stated above.
2. BVSWMA will be solely responsible, at its sole cost and expense, for arranging personnel including, but not limited to, hazardous waste collection contractors, employees volunteers and sufficient law enforcement personnel to assist with traffic control, and all equipment necessary for the conduct of Event.
3. BVSWMA will be responsible for applying herbicide and cleaning of access asphalt road from Site to Harvey Rd. TAMU and BVSWMA will evaluate the asphalt road at the conclusion of the event to determine if the level of traffic necessitates repair to the road. In the event repairs are needed, BVSWMA and University will enter into a separate written agreement to establish the terms and conditions for such repairs.
4. BVSWMA will be responsible for Event advertising, Event set up, including all coordination with and direction of contractors, employees, volunteers at the Site, conduct of the Event, including the installation of electronic traffic signs and hiring of sufficient law enforcement personnel to assist with traffic flow/direction, and all Event clean up activities.
5. BVSWMA will be solely responsible for cleaning all debris, refuse or any waste produced as a result of event and shall return University's premises to original condition as found prior to BVSWMA use of premises. Should University incur any costs or otherwise be obligated to clean or restore the area to its original condition, BVSWMA shall reimburse University for all such costs upon receipt of invoice from University.

6. SUBJECT TO THE LIMITATION AS TO DAMAGES IN THE TEXAS TORT CLAIMS ACT, BVSWMMA WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNIVERSITY AND ANY OF ITS COMPONENTS, OFFICERS OR EMPLOYEES FROM ANY CLAIM, DEMAND OR SUIT WHATSOEVER, WHETHER BASED UPON PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, OR OTHERWISE, WHICH RELATES IN ANY WAY TO THE USE OF UNIVERSITY PROPERTY BY BVSWMMA FOR THE EVENT AS SET FORTH HEREIN CAUSED BY THE BVSWMMA'S NEGLIGENCE. BY ENTERING INTO THIS AGREEMENT, NEITHER THE CITY NOR BVSWMMA CONSENT TO SUIT OR WAIVE THEIR RESPECTIVE GOVERNMENTAL IMMUNITY.
7. BVSWMMA will be responsible for assuring BVSWMMA employees and guests are made aware of and comply with appropriate University rules and regulations and shall be held responsible for their conduct while occupying University property.
8. BVSWMMA, as host of the event, is responsible for defraying all costs associated with the Event either through sponsorship or direct payment with BVSWMMA funds.
9. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, diagrams or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

IN WITNESS OF THIS AGREEMENT, BVSWMMA and University, through their duly appointed agents, have executed this Agreement in duplicate originals.

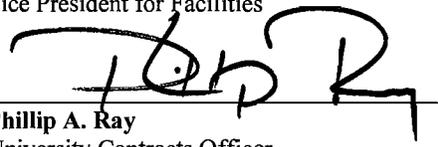
EXECUTED this the _____ day of _____, 2008 by University and BVSWMMA.

TEXAS A&M UNIVERSITY


 Terry Pankratz
 Vice President and Chief Financial Officer

RECOMMENDED APPROVAL:


 Charles A. Sippial
 Vice President for Facilities


 Phillip A. Ray
 University Contracts Officer

CITY OF COLLEGE STATION (BVSWMMA)

 Ben White
 Mayor

ATTEST:

 City Secretary

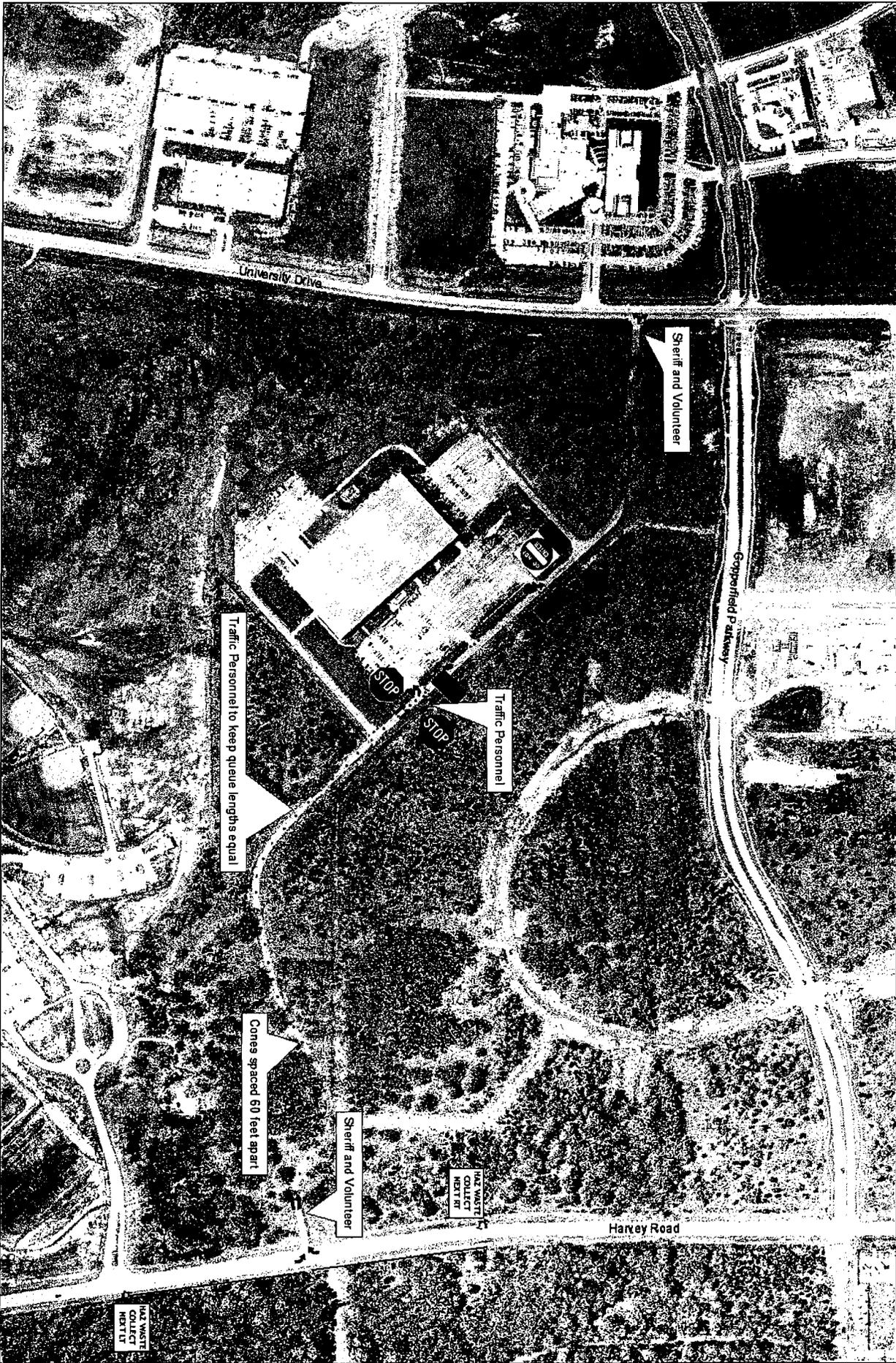
APPROVED:

 City Manager

 City Attorney

 Chief Financial Officer

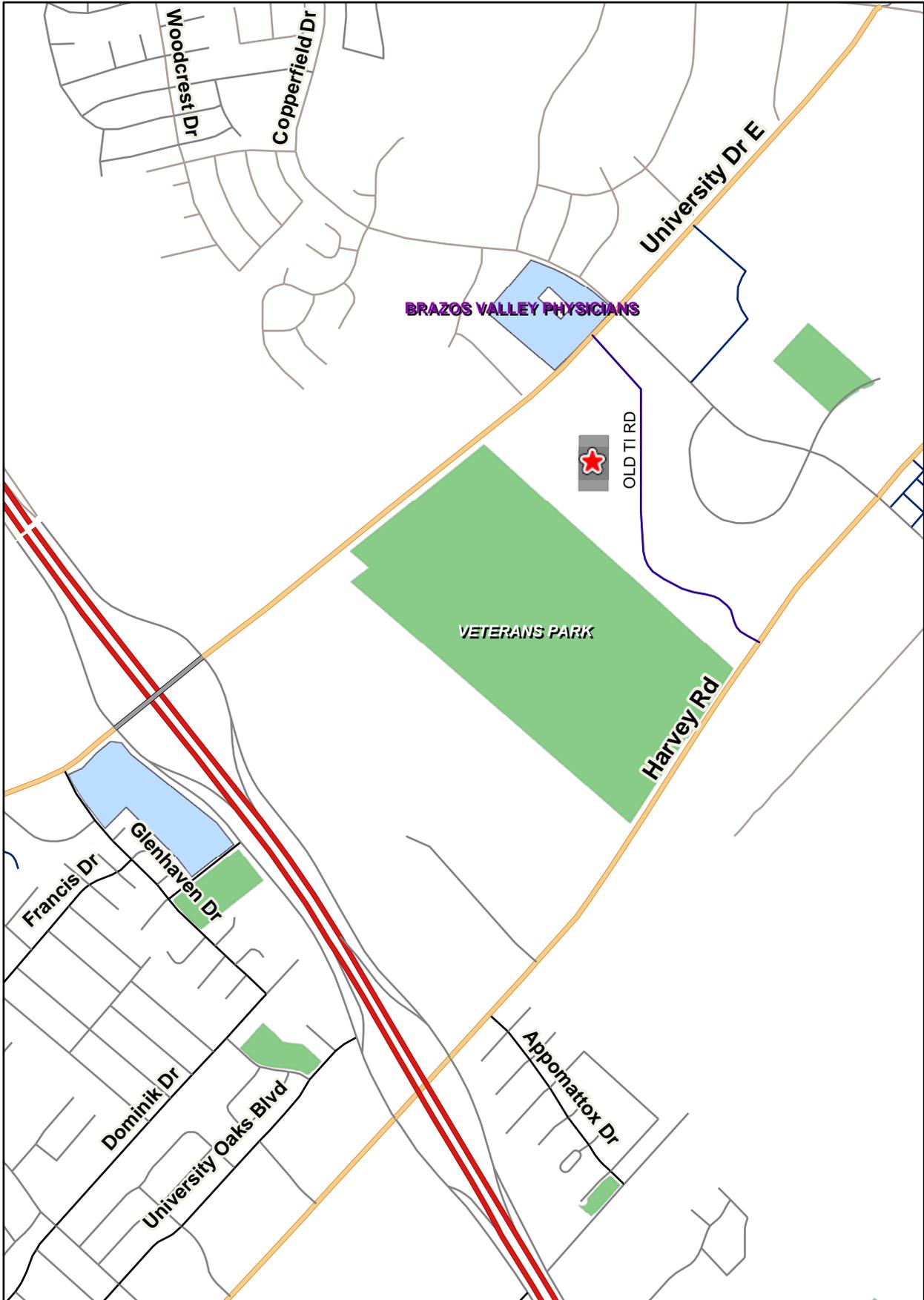




Household Hazardous Waste Traffic Control Plan

0 150 300 Feet





**September 11, 2008
Consent Agenda Item No. 2f
Emulsified Asphalt Price Agreement**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action regarding award of bid #08-89 to Ergon Asphalt & Emulsions to provide Emulsified Asphalt products for the maintenance of streets in an amount not to exceed \$478,104.00.

Recommendation(s): Staff recommends approval of the bid award for one year to Ergon Asphalt & Emulsions.

Summary: Ergon Asphalt & Emulsions submitted the only acceptable of two bids for each of three options for a new blanket purchase agreement to provide Emulsified Asphalt for the maintenance of streets in the City. The recommended bid amount from Ergon Asphalt & Emulsions is \$478,104.00 (140,000 gallons maximum). Cleveland Asphalt submitted the second bid in the amount of \$425,338.00 but "does not guarantee prices" and also added an additional demurrage charge. The cost per gallon of HFRS delivered for the annual bid has increased 100.16% (from \$1.60 per gallon to \$3.45) in one year due to the increased cost of asphaltic cement products. The contract supports maintenance operations in the Street Maintenance Division.

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

Attachments: Tabulation of Bid 08-89

September 11, 2008
Consent Agenda Item No. 2g
F&B Road Speed Zone

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," which creates an operational speed limit on F&B Road between FM 2818 and Turkey Creek Road.

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

Summary: There is currently no posted speed limit on this section of roadway. Local streets with no posted speed limit have a 30 mph speed limit. In response to citizen requests staff initiated the process of setting a speed limit. In July, a speed study was conducted on F&B Road between FM 2818 and Turkey Creek Road. The Texas Manual on Uniform Traffic Control Devices stipulates that the speed limit for a roadway be based on the 85th percentile speed, which is the speed that 85 percent of the vehicles are traveling at or below. At the conclusion of the study, the 85th percentile speed of the roadway was determined to be 40 mph.

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

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; ESTABLISHING A SPEED LIMIT OF 40 MPH ALONG A PORTION OF F&B ROAD NEAR ITS INTERSECTION WITH FM 2818 TO ITS INTERSECTION OF TURKEY CREEK ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

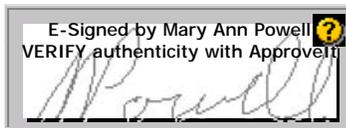
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary



City Attorney

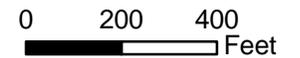
EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 3.E(2)(i), of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by modifying paragraph (7), as set out hereafter to read as follows:

- "(7) F&B Road, for traffic moving east and west, the speed limit shall be 40 mph from the intersection of FM 2818 and F&B Road to the intersection of Turkey Creek Road and F&B Road."



Proposed Speed Limit on F&B Road



**September 11, 2008
Consent Agenda Item No. 2h
Old Wellborn Road Speed Zone**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," which creates an operational speed limit on Old Wellborn Road.

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

Summary: There is currently no posted speed limit on this section of roadway. Local streets with no posted speed limit have a 30 mph speed limit. In response to citizen requests staff initiated the process of setting a speed limit. In July, a speed study was conducted on Old Wellborn Road. The Texas Manual on Uniform Traffic Control Devices stipulates that the speed limit for a roadway be based on the 85th percentile speed, which is the speed that 85 percent of the vehicles are traveling at or below. At the conclusion of the study, the 85th percentile speed of the roadway was determined to be 45 mph.

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

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; ESTABLISHING A SPEED LIMIT OF 45 MPH FOR VEHICULAR TRAFFIC ALONG A PORTION OF WELLBORN ROAD NEAR ITS MOST NORTHERLY END TO ITS INTERSECTION WITH GRAHAM ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

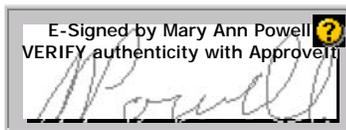
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

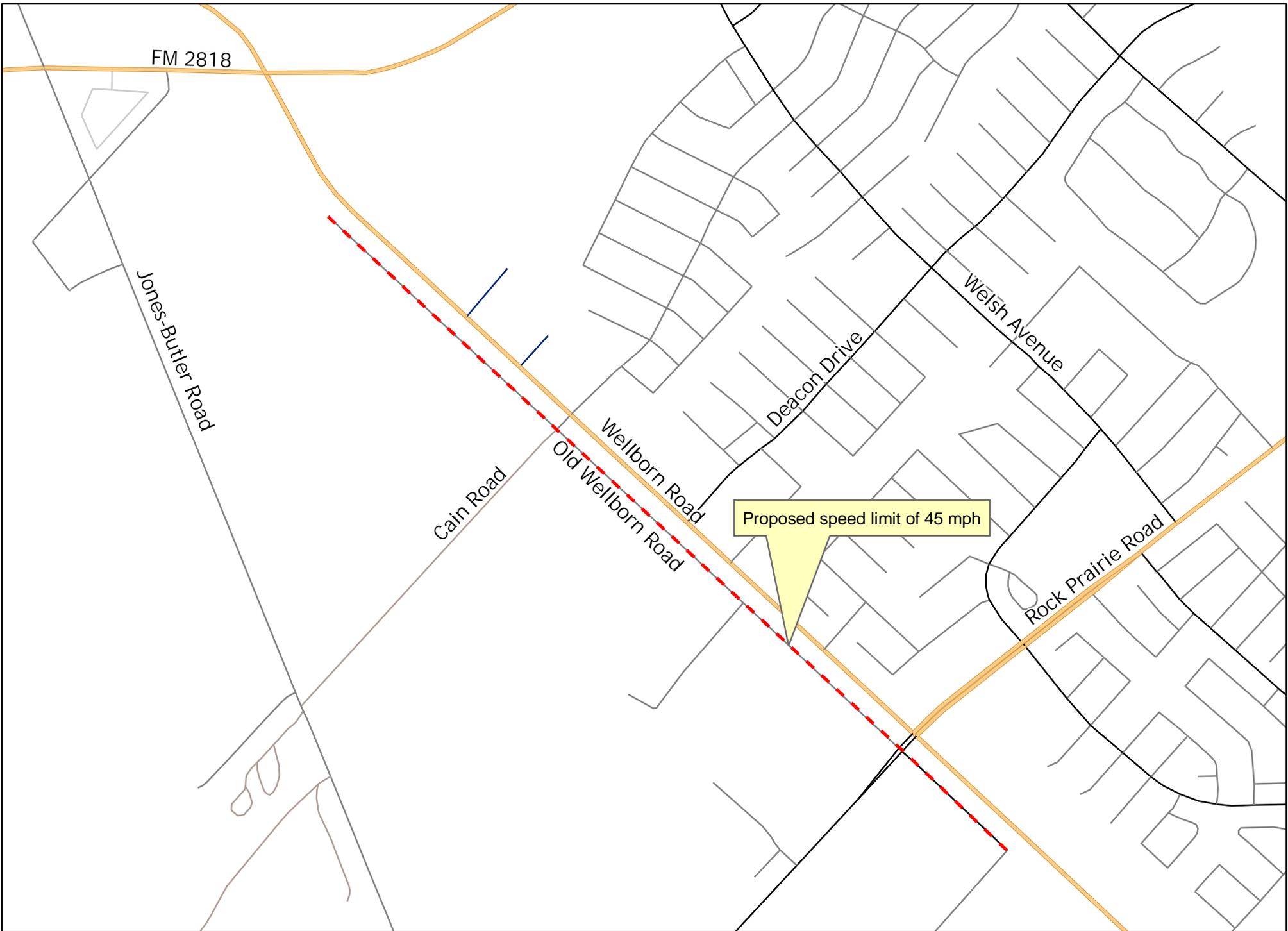


City Attorney

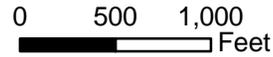
EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 3.E(2)(i), of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding paragraph (60), as set out hereafter to read as follows:

"(60) Old Wellborn Road, for traffic moving north and south, the speed limit shall be 45 mph beginning at its most northern end and ending at its intersection with North Graham Road."



Proposed Speed Limit on Old Wellborn Road



September 11, 2008
Consent Agenda Item No. 2i
Bank Depository Agreement Extension

To: Glen Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Discussion and possible action on extending the bank depository agreement with Citibank Texas, N.A. for one additional year.

Recommendation(s): Staff recommends approval of the one-year renewal.

Summary: The current bank depository agreement with Citibank expires on September 30, 2008. On November 22, 2005, the Council selected Citibank as the City's depository bank. The depository agreement was for three (3) years with an option for two (2) one-year renewals under the same terms and conditions and upon mutual consent of both parties. Staff requests a one-year renewal to expire on September 30, 2009.

Budget & Financial Summary: The annual cost for the services provided by Citibank is not expected to exceed \$45,000 annually. The expenditure for banking services is budgeted in the General Fund. The interest rate on the account is the 91-day treasury rate plus 50 basis points.

Attachments:

1. Depository Contract Extension, Commercial Banking Services

AGREEMENT TO EXTEND THE DEPOSITORY
CONTRACT BETWEEN THE CITY OF COLLEGE STATION, TEXAS
AND CITIBANK TEXAS, N.A.

WHEREAS, the City of College Station, Texas entered into a Depository Contract (the "Contract") with Citibank Texas, N.A., on November 22, 2005; and

WHEREAS, the term of the Contract expires on September 30, 2008; and

WHEREAS, the terms of the Contract permit the parties to extend, by written agreement, the Contract up to two (2) additional terms with each term not to exceed one (1) year; and

WHEREAS, the Contract provides that the original terms and conditions will apply to any extension; and

WHEREAS, the City of College Station, Texas and Citibank Texas, N.A., desire to extend the Contract for one (1) additional term to expire on September 30, 2009; now, therefore,

FOR AND IN CONSIDERATION of the recitations above and the covenants expressed herein below, the parties agree to the following:

- A. Citibank Texas, N.A., Depository, located at 1111 Briarcrest, Bryan, Texas 77802, Brazos County, State of Texas, and the City of College Station agree to extend the Contract for an additional one (1) year term from October 1, 2008, to September 30, 2009, (the "one [1] year extension").
- B. The parties agree that the original terms and conditions of the Contract will apply to the one (1) year extension.
- C. The parties agree that the rate(s) set under the original Contract will apply to the one (1) year extension.

EXECUTED this the _____ day of _____, 2008.

CITIBANK TEXAS, N.A.,
BRYAN, TEXAS

CITY OF COLLEGE STATION, TEXAS

BY: 
Clay Riebel, Sr. Vice President

BY: _____
Mayor

ATTEST:

City Secretary

APPROVED:

City Manager

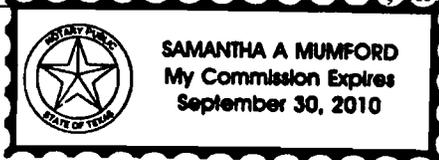


City Attorney

Chief Financial Officer

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the 25th day of August, 2008, by CLAY RIEBE as Sr. Vice President of CITIBANK TEXAS, N.A., a Sr. Vice President, on its behalf.



Samantha A. Mumford
Notary Public in and for the State of Texas

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on this the ____ day of _____, 2008, by _____ as Mayor of the CITY OF COLLEGE STATION, a Texas Home-Rule Municipal Corporation, on its behalf.

Notary Public in and for the State of Texas

September 11, 2008
Consent Agenda Item No. 2j
Adamson Lagoon Swimming Pool Bathhouse
Replacement Project

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding acceptance of Bid Proposal from Bid # 08-76, to JaCody, Inc., in the amount of \$1,141,179, for construction of a new bathhouse at the Adamson Lagoon Swimming Pool.

Recommendation(s): Staff recommends approval of bid to the low bidder, JaCody, Inc., for the construction of a new bathhouse at Adamson Lagoon Swimming Pool, including the base bid and all alternates, in the amount of \$1,141,179.

Summary: This project is for the demolition of the existing bathhouse and construction of a new bathhouse at the Adamson Lagoon Swimming Pool, located in Bee Creek Park. The scope of the project includes the demolition of the existing bathhouse, site preparation, a structural slab, general construction, plumbing, electrical, gas, mechanical work, landscaping and irrigation. On August 11, 2008, three bids were received in response to Bid #08-76. The low bidder was JaCody, Inc., in the amount of \$1,141,179 (base bid of \$1,023,464 plus all alternates in the amount of \$117,715).

History on this project is that bids were first solicited in October 2007. At that time, the bids exceeded the budgeted project amount (\$900,000 available vs. \$ 1,059,650 low base bid), and were rejected. The project scope was revised, and the building size reduced from 5,400sf to 3,958sf. This revised scope is the current project that bids were solicited for.

In order to move forward with the project and avoid further price increases, staff is recommending accepting the low bid and adjusting the budgeted amount for the project. The budget adjustment will come from the CO debt issued for the Thomas Swimming Pool Bathhouse Replacement Project that is currently in design. A revised project scope and additional replacement monies for the Thomas Swimming Pool Bathhouse will be sought during the FY09 budget year. The Thomas Swimming Pool Bathhouse Construction project will be postponed for now.

Budget & Financial Summary: Funds in the amount of \$1,030,000 are budgeted for the Adamson Pool Bath House project in the Parks and Recreation Capital Improvement Projects Fund. Design fees for the project total \$90,000. Asbestos abatement, advertising, Accessibility Access Inspection, and a project sign are additional expenses estimated at \$10,000. This will leave a balance of approximately \$930,000. The difference between this amount and the low bid of \$1,141,179 is \$211,179. The CO debt issued for the Thomas Pool Bathhouse Replacement Project is \$333,000. \$33,000 of these funds have been expended or committed for design. It is proposed that a portion of the remaining funds be used to cover the shortfall on the Adamson Pool Bath House project. The full budget for the Thomas Park Pool Bath House project has not yet been appropriated and the remaining appropriation, in the amount of \$300,000 will be included on the upcoming FY08 budget amendment, after which point, a portion of the appropriation will be transferred to the Adamson Swimming Pool Bathhouse Replacement Project. Note: The CO debt language is such that the monies can be spent on either or both of these projects.

Attachments:

- 1) Resolution
- 2) Bid Tabulation #08-76
- 3) Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ADAMSON LAGOON SWIMMING POOL BATHHOUSE REPLACEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited proposals for the Adamson Lagoon Swimming Pool Bathhouse Replacement Project; and

WHEREAS, the selection of JaCody, Inc., is being recommended as the lowest responsible bidder for the services related to the Adamson Lagoon Swimming Pool Bathhouse 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 JaCody, Inc., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with JaCody, Inc., for the Base Bid with Alternate Bids 1, 2, 3, 4 and 5 for a total of \$1,141,179.00 for the labor, materials, and equipment required for the Adamson Lagoon Swimming Pool Bathhouse Replacement Project.

PART 3: That the funding for this Contract shall be as budgeted from the Parks Capital Improvement Projects Fund in the amount of \$1,141,179.00.

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

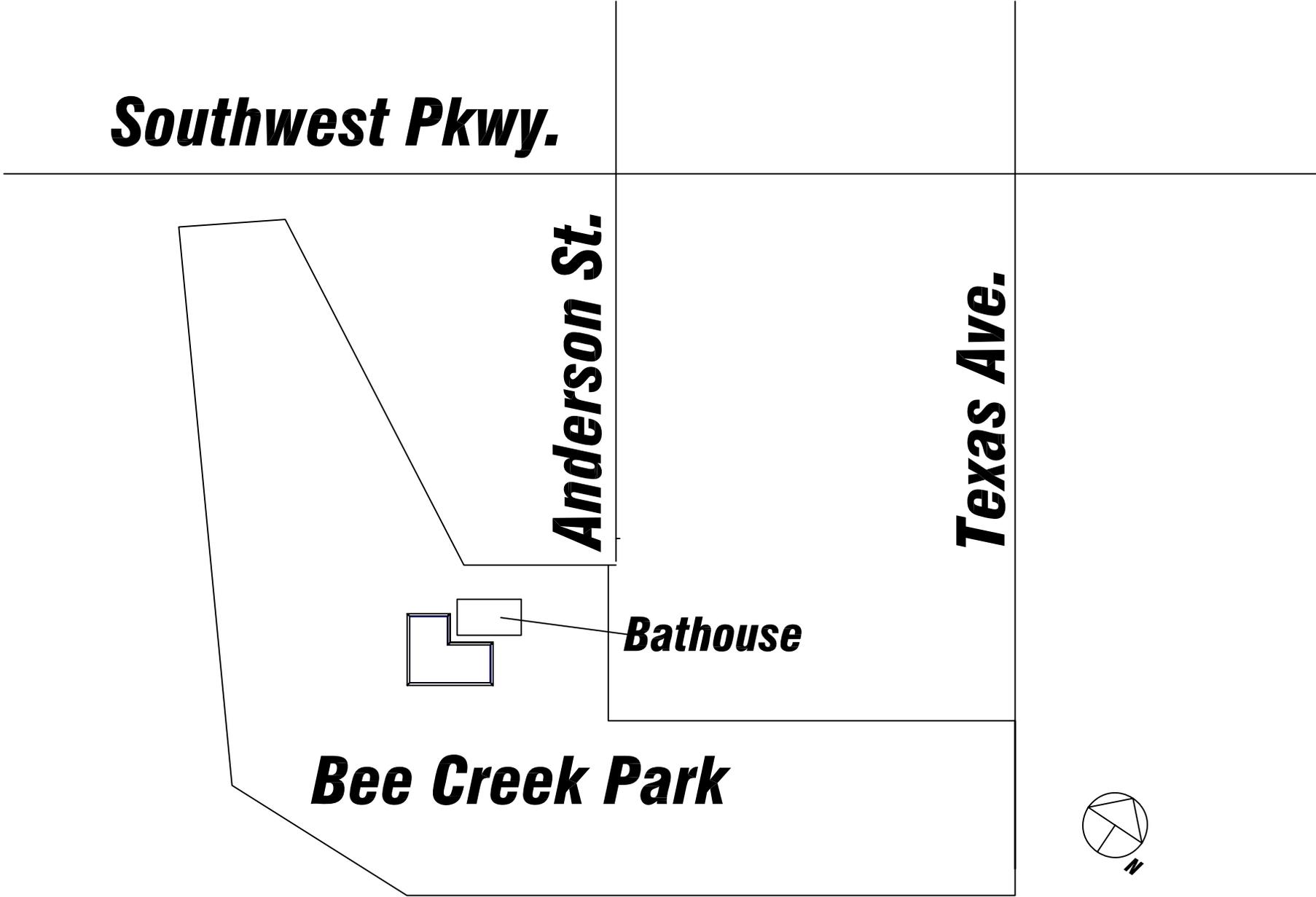
ADAMSON POOL BATH HOUSE REPLACEMENT
 BID TABULATION 08-76
 PARKS RECREATION

		JaCody, Inc.	Bryan Construction Company	Dudley Construction, Inc.
	Description	Unit Price	Unit Price	Unit Price
Base Bid No.1	The amount for the complete construction of A New Building for Adamson Lagoon, for the City of College Station, Including all general, plumbing, mechanical, and electrical work indicated on the Drawings.	\$1,023,464.00	\$1,122,900.00	\$1,142,000.00
	Alternates			
Alternate No. 1	The amount for the purchase and installation of concession griddle and exhaust hood as described in both the drawings and specifications.	\$12,547.00	\$15,600.00	\$14,400.00
Alternate No. 2	The amount for the complete purchase and installation of interior cabinets and horizontal blinds at indicated rooms as described in both the drawings and specifications.	\$66,100.00	\$42,800.00	\$35,000.00
Alternate No. 3	The amount for the complete purchase and installation of rolling shutters at windows as described in both the drawings and specifications.	\$7,707.00	\$8,600.00	\$6,440.00
Alternate No. 4	The amount for the complete purchase and installation of tile in the toilet, shower, and dressing areas as described in both the drawings and specifications.	\$24,852.00	\$16,300.00	\$20,400.00
Alternate No. 5	The amount for the complete purchase and installation of rolling service door as described in both the drawings and specifications.	\$6,509.00	\$6,500.00	\$6,650.00
	OTHER ADDITIONS TO THE WORK/UNIT PRICES			
Unit Price No. 1	Drilled Piers Per Lineal Foot	\$20.00	\$7.00	\$9.00
Unit Price No. 2	Lime Stabilized Subgrade Per Square Yard	\$6.30	\$6.00	\$6.75
Unit Price No. 3	Cement Stabilized Subgrade Per Square Yard	\$7.50	\$6.00	\$6.75
Unit Price No. 4	1-1/2" Gas Line Per Linear Foot	\$12.00	\$5.00	\$5.50

Base Bid	\$1,023,464.00	\$1,122,900.00	\$1,142,000.00
Alternate 1	\$12,547.00	\$15,600.00	\$14,400.00
Alternate 2	\$66,100.00	\$42,800.00	\$35,000.00
Alternate 3	\$7,707.00	\$8,600.00	\$6,440.00
Alternate 4	\$24,852.00	\$16,300.00	\$20,400.00
Alternate 5	\$6,509.00	\$6,500.00	\$6,650.00

Base Bid plus Alternates 1 thru 5	\$1,141,179.00	\$1,212,700.00	\$1,224,890.00
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Bid Certification	Yes	Yes	Yes
Total Calendar Days to Substantial Completion	240	240	210
Bid Bond	Yes	Yes	Yes
Addendums Acknowledged	1	1	1



Bee Creek Park Location Map

**September 11, 2008
 Consent Agenda Item No. 2k
 Renewal of a Landscape Maintenance Service Contract
 For Thirty-One (31) Municipal Sites**

To: Glenn Brown, City Manager

From: Marco A. Cisneros, Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a Renewal Agreement for an Annual Landscape Maintenance Service Contract for thirty-one (31) sites comprised of municipal buildings, municipal sites, parks, and street medians to Green Teams, Inc. (d.b.a., The Greenery) for an annual expenditure of \$312,852.75.

Recommendation(s): Staff recommends renewing the existing Landscape Maintenance Service Contract in the amount of \$312,852.75.

Summary: Green Teams, Inc. was the lowest responsible bidder on Bid #06-121 in July 2006. The bid amount of \$297,463.00 was for all materials, machinery, equipment, supervision and labor necessary to commence and complete normal turf, ornamental plantings, and irrigation system maintenance operations for thirty-one (31) locations throughout the City. The original term of the contract was October 1, 2006 through September 30, 2007. This Renewal Agreement will cover operations from October 1, 2008 through September 30, 2009. This is the second of two allowed renewals specified in the contract.

The Renewal Agreement includes following existing Change Orders: Change Order #1 added two lots on Georgia Street. Change Order #2 added the Providence Church Historical site. Change Order #3 deletes the F.M. 2818/F.M. 60 site and the Georgia Street lots. Change Orders 1, 2 and 3 were approved by the City Manager and/or Department Director. With these existing Change Orders, the total number of sites under this contract remains at 31. Finally, the vendor has requested a 5% increase in pricing, which is allowed by the contract. No price increase was requested with the first renewal period. Locations covered by this contract include:

- | | | |
|-----------------------------|--------------------------------|------------------------------|
| 1. Arts Council | 11. G. Bush Dr. Medians | 21. Providence Church Site |
| 2. Business Center | 12. G. Bush Dr. East | 22. Public Works |
| 3. Castlegate Parks | 13. Greens Prairie Medians | 23. Rock Prairie Medians |
| 4. City Hall/Community Dev. | 14. Hereford/Winding Median | 24. Tarrow Medians |
| 5. Fire Station #1 | 15. Krenek Tap Crossing | 25. Texas Avenue Phase I |
| 6. Fire Station #2 | 16. Library | 26. Unity Plaza |
| 7. Fire Station #3 | 17. Municipal Court | 27. University Dr. Medians |
| 8. Fire Station #5 | 18. Northgate Garage | 28. Utility Customer Service |
| 9. FM 2818 Crepe Myrtles | 19. Northgate Promenade | 29. Utility Service Center |
| 10. Freeman Tract | 20. Police Dept-Cy Miller Park | 30. WPC Park |
| | | 31. WPC Trails |

Original Base Bid	\$297,463.00
Change Order #1:	\$780.00
Change Order #2:	\$2,312.00
Change Order #3:	(\$2,600.00)
5% increase with renewal:	<u>\$14,897.75</u>
Total	\$312,852.75

Budget & Financial Summary: Funding for the thirty-one (31) sites included in this Renewal Agreement has been included in the proposed FY 08-09 Budget in the General Fund - Parks and Recreation Department; Hotel Occupancy Tax Fund - Parks and Recreation Department; and the Electric Fund - Public Utilities Department.

Attachments:

1. Renewal Agreement Form

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 06-121 (contract No. 06-261), for landscape maintenance for 31 sites in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning October 1, 2008 through September 30, 2009 and with the 5% (Five percent) increase, the new total amount of the contract is Three hundred twelve thousand eight hundred fifty two and 75/100 dollars (\$312,852.75).

GREEN TEAMS, INC.

Tom Gallagher
AUTHORIZED REPRESENTATIVE

7-31-08
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

[Signature]
City Attorney

DATE

Chief Financial Officer

DATE

STATE OF TX
COUNTY OF Brazos

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 31st day of July, 2008,
by Len Gallagher in his/her capacity as Owner of
Green Teams, Inc., a Texas Corporation, on behalf of said corporation.



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

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the _____ day of _____, 2008,
by Ben White, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 11, 2008
Consent Agenda Item No. 21
Change Order #4 on an Existing
Landscape Maintenance Service Contract**

To: Glenn Brown, City Manager

From: Marco A. Cisneros, Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a Change Order to an existing Landscape Maintenance Service Contract with Green Teams, Inc. (d.b.a. The Greenery), in the amount of \$30,423.00, to add the annual landscape maintenance functions for Cove of Nantucket Park, Fire Station #3B, Texas Avenue Phase II, and additional maintenance areas for W.D. Fitch Parkway.

Recommendation(s): Staff recommends approving Change Order #4, in the amount of \$30,423.00.

Summary: Green Teams, Inc. is the current service provider for the annual landscape maintenance functions on thirty-one (31) municipal sites. Change Order #4 will add three sites and additional maintenance functions for a current site to this existing contract. The new sites include Cove of Nantucket Park, Fire Station #3B, and Texas Avenue Phase II. Additional mow, trim, and clean-up functions will be added to the existing W.D. Fitch Parkway site. Contract #06-261 requires that Change Orders greater than \$25,000.00 must be approved by the City Council.

Budget & Financial Summary: Funding for the sites included in Change Order #4 has been included in the proposed FY 08-09 Budget in the General Fund - Parks and Recreation Department.

Original Base Bid:	\$297,463.00
Change Order #1:	\$780.00
Change Order #2:	\$2,312.00
Change Order #3:	(\$2,600.00)
5% increase with renewal:	\$14,897.75
Current contract amount as of 9/11/2008 renewal:	\$312,852.75
<u>Change Order #4:</u>	<u>\$30,423.00</u>
New contract amount:	\$343,275.75

Change Order #4, in the amount of \$30,423.00, is a 9.724% increase over the current contract amount of \$312,852.75, as renewed on September 11, 2008, that included Change Orders 1, 2, and 3.

Attachments:

1. Change Order Form

P.O.# 080080	CHANGE ORDER NO. 4 CONTRACT # 06-261 PROJECT #	DATE: 09/11/2008 PROJECT DESCRIPTION: Annual landscape maintenance for various municipal facilities and sites.				
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842		CONTRACTOR: Green Teams, Inc. 731 Industrial Blvd. Bryan, TX 77803-2016 Ph: 979.923.7551 Fax: 979.822.3303				
PURPOSE OF THIS CHANGE ORDER: Item 1: Add mow/trim/clean-up & landscape maintenance trips for Fire Station #3B, Cove of Nantucket Park, Texas Avenue Phase II, and add maintenance functions to W. D. Fitch Parkway (existing site). Item 2: Item 3:						
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	lot	Fire Station #3B	\$15,399.00	0	1	\$15,399.00
	lot	Cove of Nantucket Park	\$ 4,294.00	0	1	\$ 4,294.00
	lot	Texas Avenue Phase II	\$ 7,330.00	0	1	\$ 7,330.00
	lot	W.D. Fitch Parkway	\$ 3,400.00	0	1	\$ 3,400.00
THE NET AFFECT OF THIS CHANGE ORDER IS A 9.724% Increase.						
CURRENT CONTRACT AMOUNT (as of 9/11/2008 renewal) (Includes Change Orders 1, 2, and 3)		\$ 312,852.75				
Change Order No. 4		\$ 30,423.00		9.724 % of Original Contract Amount		
REVISED CONTRACT AMOUNT		\$ 343,275.75		9.724 % cumulative increase above current contract amount as of the 9/11/08 renewal.		
ORIGINAL CONTRACT TIME		N/A Days				
Change Order No. 1 Time Extension or Reduction		N/A Days				
Change Order No. 2 Time Extension or Reduction		N/A Days				
Change Order No. 3 Time Extension or Reduction		N/A Days				
Change Order No. 4 Time Extension or Reduction		N/A Days				
REVISED CONTRACT TIME		N/A Days				
ORIGINAL SUBSTANTIAL COMPLETION DATE		N/A				
REVISED SUBSTANTIAL COMPLETION DATE		N/A				
APPROVED:						
N/A						
A/E CONTRACTOR		Date	CHIEF FINANCIAL OFFICER		Date	
<i>Tom Gallagher</i>		<i>8-25-08</i>	<i>[Signature]</i>			
GREEN TEAMS INC		Date	CITY ATTORNEY		Date	
N/A		Date	CITY MANAGER		Date	
PROJECT MANAGER		Date	MAYOR		Date	
N/A		Date	CITY SECRETARY		Date	
CITY ENGINEER		Date				
<i>Marco A. Cincos</i>		<i>8/27/08</i>				
DEPARTMENT DIRECTOR/ ADMINISTRATOR		Date				

September 11, 2008
Consent Agenda Item No. 2m
Project Number GG0402
Change Order No. 4 for the Police Department Renovations

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a change order to Contract #07-273 in the amount of \$28,526.68 to JaCody, Inc. for construction work associated with Police Department Renovations Project.

Recommendation(s): Staff recommends approval of this item.

Summary: The renovations of the Police Department will be completed in 5 separate phases. During the demolition portion of the third phase of construction, demolition of an existing wall revealed a four (4) inch diameter electrical conduit that had not been noted on existing plans of the building. Examination of the conduit by the architect, contractor and City staff yielded the conclusion that the conduit could not be moved or removed from the location it occupied. This required the architect to redesign the third phase of the project. The contractor is seeking a change in material quantities and contract time associated with the redesign of the third phase of the project.

Work on the building exterior has revealed the need for additional quantities of conduit for exterior electrical connections and a different transfer switch for the new emergency generators than was originally specified in the architect's plans. Additionally, the contractor has offered to fill the generators with diesel fuel and the City's purchasing Department has given them the appropriate tax free paperwork information to do so.

Additionally, as prior phases have become occupied needs have been found in those areas including replacing thermostats that were not removed with the renovations for better environmental controls, replacing vent grilles in the men's and women's restrooms that remained in place but are having functional conflicts due to the new ceiling heights and the need to add more secure door access features to closets that will be used for storing sensitive Police hardware.

Budget & Financial Summary: Funds are budgeted and available in the General Government Capital Projects Fund as part of the Police Department Renovations Project. The current project budget is \$3,686,000.00. Funds in the amount of \$2,863,572.08 have been expended or committed to date. In addition, a construction contract in the amount of \$104,471.45 is pending Council approval, which would leave a balance of \$717,956.47.

Attachments:

1. Change Order No. 4

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

CONTRACTOR:
JaCody, Inc.
11070 SH 30 Suite 400 Ph: (979) 774-5613
College Station TX 77840 Fax: (979) 774-5693

PURPOSE OF THIS CHANGE ORDER:

A. Phase III Redesign: Demolition of the second floor of the Police Department, as part of the on going renovations project, yielded the discovery of a previously unknown four (4) inch electrical conduit in one of the existing walls. The planned renovation would have placed this conduit, which could not be relocated, in the middle of the proposed office space. This required the architect and the contractor to work together to redesign the third phase of the renovations without costing a loss of significant time to the construction activities. While reviewing the Phase III design elements during the redesign, concerns were raised by P.D. staff about the lack of a slip proof surface on the northeast stairwell, a highly traveled area by staff members. The concern was that on rainy days the amount of water brought into to this area would cause a slipping risk. The solution arrived at is to install of rubber treading underfoot (Item 45G). The redesign of Phase III changes the functionality of a few areas due to space and room size changes while adding some additional space. Items 45H, 45I, 45J, and 45K represent the need to change the electrical plan due to the redesign by adding electrical receptacles, two television receptacles, relocating electrical receptacles and additional emergency power receptacles. An additional forty-six feet of wall are to be added as part of the redesign (Item 45M), three additional doors and door frames (Item 45N) and one double door and frame (Item 45O) are planned to be added. Also, an interior double acting door near the northeast corner of Phase III with transom frames and sides is to be added to the design to prevent noise from other work areas from crossing over into administrative office areas (Item 45E).

B. Exterior Work: Work on the exterior of the P.D. building includes relocating a storage shed that was adjacent to the existing generator area to the eastern fence line. In order to maintain power to this storage shed, it has been discovered that the planned electrical hook ups will require a new pull box and some additional conduit. (Item 45D). Review of the transfer switch planned for the new generator enclosure has revealed that an N3 style enclosure will be the preferred and recommended type as opposed to the planned N1 enclosure for the switch (Item 45F). The installation of the new generators requires low sulfur diesel fuel to be purchased. The contractor has offered to purchase and fill the generators and the City's purchasing department has given them the appropriate tax free paper work to do so. Item 45L will allow for the contractor to do so and provide full generator tanks upon installation.

C. Additional Work in Previous Phases: With Police staff inhabiting previously completed phases some new items have been brought to the attention of P.D. administrative staff. The first is the failure of the existing thermostats (which were left in place) to function properly with the new environmental system. Replacing these thermostats with new pneumatic thermostats will allow staff to be able to have a much improved control over the settings of the office area environmental systems (Item 45A). In addition to the thermostats, restroom grilles will be replaced to improve environmental system function (Item 45B). The grilles, located in the men's and women's restrooms, which remained in place, are not functioning properly with the raised ceilings. New grilles will solve this mechanical problem (Item 45B). Also, due to the materials and equipment to be kept certain office and closet space, to be in accordance with the security key plan, doors 24 & 65 will require the installation of rim panics and core cylinder housing. (Item 45C).

D. Additional Time: The contractor has requested additional time due to the Phase III redesign. They have requested seven (7) days for wall redesign and additional wall placement and construction. The contractor has also requested twenty-three (23) days for redesigning the electrical plan and layout for Phase III due to the need to wait on the redesign and order additional material that is not on hand and that was not on original plans due to the redesign caused by the discovery of the four (4) inch electrical conduit.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
45A	EA	Replace Pneumatic Thermostats	\$326.76	0	7	\$2,287.32
45B	EA	Replacement Ventilation Grille in Restroom	\$1,806.65	0	1	\$1,806.65
45C	EA	Rim Panics & Core Cylinder Housing for Doors 24 & 65	\$1,322.50	0	1	\$1,322.50
		Installation of pull box and extension of conduit to fence line for relocation of storage shed	\$546.25	0	1	\$546.25
45D	EA	Interior Double Acting Doors, Transom Frames & Sides	\$2,209.73	0	2	\$4,419.46
45E	EA	Installation of N3 enclosure for generator transfer switch in lieu of N1	\$4,945.00	0	1	\$4,945.00
45G	LS	Roppe diamond rubber tread for stairwell	\$400.00	0	1	\$400.00
45H	LS	Relocated receptacles in Room 163/166	\$575.00	0	1	\$575.00
45I	EA	Add 19 duplex Receptacles to Phase 3	\$143.75	0	19	\$2,731.25
45J	EA	Add two television receptacles	\$86.25	0	2	\$172.50
45K	EA	Add two "E" fixtures in Room 224/233	\$632.50	0	2	\$1,265.00
45L	EA	Additional 900 gallons of diesel to achieve full generator tank status	\$3,674.25	0	1	\$3,674.25
45M	LF	Additional 46 linear feet of wall	\$40.25	0	46	\$1,851.50
45N	EA	Three Additional doors and frames	\$517.50	0	3	\$1,552.50
45O	EA	One Double door and frame	\$977.50	0	1	\$977.50
TOTAL						\$28,526.68

THE NET AFFECT OF THIS CHANGE ORDER IS A 1.27% INCREASE

ORIGINAL CONTRACT AMOUNT	\$2,247,634.00		
Change Order No. 1	\$3,645.35	0.16%	CHANGE
Change Order No. 2	\$23,957.64	1.07%	CHANGE
Change Order No. 3	\$4,238.90	0.19%	CHANGE
Change Order No. 4	\$28,526.68	1.27%	CHANGE
REVISED CONTRACT AMOUNT	\$2,308,002.57	2.69%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	270 Days
Time Extension No. 1	30 Days
Revised Contract Time	300 Days

SUBSTANTIAL COMPLETION DATE	22-Oct-08
Revised Substantial Completion Date	21-Nov-08

APPROVED

[Signature] 8/24/08
A/E CONTRACTOR Date

[Signature] 8-26-08
CONSTRUCTION CONTRACTOR Date

[Signature] 8/26/08
PROJECT MANAGER Date

[Signature] 26-Aug-08
DEPARTMENT DIRECTOR Date

[Signature] 8-26-08
CHIEF FINANCIAL OFFICER Date

[Signature] 8-26-08
CITY ATTORNEY Date

MAYOR Date

CITY SECRETARY Date

CITY MANAGER Date

**September 11, 2008
Consent Agenda Item No. 2n
College Park/Breezy Heights Rehabilitation Project**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Improvement Department

Agenda Caption: Presentation, possible action and discussion regarding adoption of a resolution awarding contract #08-277 for the College Park/Breezy Heights Rehabilitation Project to Brazos Valley Services in the amount of \$4,116,581.28.

Recommendation(s): Staff recommends Council adopt this resolution.

Summary: The College Park/Breezy Heights Rehabilitation Project provides for the construction and rehabilitation of water, waster water, drainage and street surface infrastructure in the Southside area of College Station. The project area is bounded by George Bush Drive, West Dexter, Hereford St, Holleman Dr., Fairview Ave, Eleanor St, and Montclair Ave. During the design phase, staff developed an extensive neighborhood engagement process to ensure feedback and comments from the community were included in the design, including a tree preservation plan.

Budget & Financial Summary: Bid #08-85 resulted in two bids being received for the opportunity to provide construction services for the College Park/Breezy Heights Rehabilitation Project. Examination of the base bids in conjunction with the alternate and additive bids found that funds were budgeted and available to include Alternate Bids 1,2,4,5,6,7,8,9,10,11,12,13,14,15 and Additive Bids 1,2,3,4,5,6. These items were then calculated into the bid amount to arrive the total amount of expenditures for the contract to be issued to the contractor. A summary of the bid results is provided below:

Bidder	Base Bid Amount	With Alternates and Additives
Brazos Valley Services	\$3,858,830.98	\$4,116,581.28
Knife River	\$4,043,260.20	\$4,360,141.30

This project is a component of the ongoing Southside Rehabilitation projects. The total budget for the project is \$5,851,545.00. \$1,640,000.00 is budgeted in the Water Capital Improvement Projects Fund and \$1,305,000.00 is budgeted in the Wastewater Capital Improvement Projects Fund for replacement of water and wastewater lines. \$2,463,020.00 is budgeted in the Streets Capital Projects Fund. \$443,525.00 is budgeted in the Drainage Capital Improvements Projects Fund. \$262,341.70 of the Streets Capital funds have been expended or committed to date, leaving a balance of \$2,200,678.29 for the construction of the sidewalks and rehabilitation of the streets. \$33,600.00 of the Drainage Capital Funds have been expended or committed to date, leaving a balance of \$409,925.00 for the construction of drainage improvements. \$109,537.57 of the Water Capital Improvements funds have been expended or committed to date, leaving a balance of \$1,530,462.43 for the construction and rehabilitation of water infrastructure. \$113,934.14 of the Wastewater Capital Improvement funds have been expended or committed to date, leaving a balance of \$1,191,065.86 for the construction and rehabilitation of wastewater infrastructure.

Attachments:

- 1.) Resolution
- 2.) Bid #08-85 Bid Tab – Available in the City Secretary’s Office
- 3.) Project Location Map

College Park/Breezy Heights Rehabilitation

Bid No. 08-85

Project No. ST0507

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID							
A. GENERAL SITEWORK ITEMS							
1	Mobilization, setup, & project overhead for all equipment, work on project, including related items & appurtenances, complete in place.	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
2	Traffic control, including all signage, temporary paving, continuous access to residences, temporary ADA ramps, with related items & appurtenances, complete in place	1	LS	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00
3	Trench safety & confined space plan prepared by Texas Registered Engineer for excavations exceeding 5' in depth, complete in place	1	LS	\$5,000.00	\$5,000.00	\$31,000.00	\$31,000.00
4	Site clean-up including top soil replacement, final grading from right-of-way to back of curb, & sodding of all areas disturbed by construction, complete in place	1	LS	\$100,000.00	\$100,000.00	\$94,000.00	\$94,000.00
5	Tree preservation and protection	1	LS	\$225,000.00	\$225,000.00	\$70,000.00	\$70,000.00
6	Field verify service line tie into residence and install service line from meter to residence plumbing connection by licensed plumber, complete in place	1	LS	\$8,000.00	\$8,000.00	\$2,700.00	\$2,700.00
TOTAL SECTION A - GENERAL SITEWORK ITEMS					\$663,000.00		\$512,700.00
B. DEMOLITION ITEMS							
7	Remove & Dispose of existing concrete & asphalt pavement including base material, curb, saw cuts, related items & appurtenances, complete in place	1	LS	\$200,000.00	\$200,000.00	\$64,000.00	\$64,000.00
8	Remove & Dispose of existing drainage items including culverts, curb inlets, junction boxes, storm sewers, and related items and appurtenances, complete in place	1	LS	\$25,000.00	\$25,000.00	\$1,300.00	\$1,300.00
9	Remove & Deliver fire hydrant assemblies to City of College Station Public Utilities Shop including cap on existing waterline w/ related items and appurtenances, complete in place	8	EA	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00
TOTAL SECTION B - DEMOLITION ITEMS					\$233,000.00		\$73,300.00
C. PAVING & DRAINAGE ITEMS							
10	ROW preparation for improved streets including related items and appurtenances, complete in place	28	STA	\$1,000.00	\$28,000.00	\$2,700.00	\$75,600.00
11	6" lime stabilized sub grade with minimum of 6% lime by weight compacted to an apparent dry density of 98% ASTM D698 standard proctor density @ optimum moisture content, including related items and appurtenances, complete in place	9,336	SY	\$4.00	\$37,344.00	\$3.35	\$31,275.60
12	Lime for sub grade stabilization (27 lbs/SY), complete in place	126	TONS	\$157.00	\$19,782.00	\$160.00	\$20,160.00
13	MC-30 Asphalt prime coat (0.3 GAL/SY), including related items & appurtenances, complete in place	5,839	SY	\$2.00	\$11,678.00	\$1.60	\$9,342.40
14	2" TYPE D HMAc asphalt pavement, including related items & appurtenances, complete in place	5,839	SY	\$11.00	\$64,229.00	\$11.70	\$68,316.30

College Park/Breezy Heights Rehabilitation

Bid No. 08-85

Project No. ST0507

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
15	5" TYPE C HMAC asphalt pavement, including related items & appurtenances, complete in place	5,839	SY	\$27.00	\$157,653.00	\$27.80	\$162,324.20
16	Reinforced concrete curb & gutter, including related items & appurtenances, complete in place	4,543	LF	\$10.86	\$49,336.98	\$13.60	\$61,784.80
17	Existing light pole to be removed and reset, complete in place	6	EA	\$2,500.00	\$15,000.00	\$2,800.00	\$16,800.00
18	Existing power pole to be removed and reset, complete in place	3	EA	\$5,000.00	\$15,000.00	\$1.00	\$3.00
19	6" reinforced concrete paving, including related items & appurtenances, complete in place	1,545	SY	\$38.00	\$58,710.00	\$48.00	\$74,160.00
20	6" dowel on curb including related items and appurtenances, complete in place	691	LF	\$5.00	\$3,455.00	\$5.00	\$3,455.00
21	4" reinforced 6' concrete sidewalk paving including ADA handicap ramps and sub grade compaction to 98% standard proctor density @ optimum moisture content, including related items & appurtenances, complete in place	1,594	SY	\$36.00	\$57,384.00	\$38.00	\$60,572.00
22	Residential reinforced concrete driveway turnout (widths vary) including related items & appurtenances, complete in place	608	SY	\$40.00	\$24,320.00	\$95.00	\$57,760.00
23	Remove and dispose of existing head and wing wall including related items and appurtenances, complete in place (Sheet C4.21)	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00
24	Type "B" curb inlet (RE: Detail) including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	4	EA	\$3,000.00	\$12,000.00	\$4,400.00	\$17,600.00
25	Type "C" curb inlet (RE: Detail) including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	1	EA	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00
26	Remove and dispose of existing RCP pipe, including related items and appurtenances, complete in place	247	LF	\$20.00	\$4,940.00	\$18.00	\$4,446.00
27	Concrete junction box including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	4	EA	\$3,000.00	\$12,000.00	\$3,100.00	\$12,400.00
28	18" RCP storm sewer including related items & appurtenances, complete in place	152	LF	\$75.00	\$11,400.00	\$69.00	\$10,488.00
29	24" RCP storm sewer including related items & appurtenances, complete in place	229	LF	\$90.00	\$20,610.00	\$84.00	\$19,236.00
30	30" RCP storm sewer including related items & appurtenances, complete in place	413	LF	\$110.00	\$45,430.00	\$109.00	\$45,017.00
31	36" RCP storm sewer including related items & appurtenances, complete in place	54	LF	\$125.00	\$6,750.00	\$130.00	\$7,020.00
32	Connect proposed RCP storm sewer to existing inlet box, including related items & appurtenances, complete in place	13	EA	\$1,000.00	\$13,000.00	\$1,200.00	\$15,600.00
33	Asphalt pavement repair for storm sewer related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	136	LF	\$40.00	\$5,440.00	\$30.00	\$4,080.00

College Park/Breezy Heights Rehabilitation

Bid No. 08-85

Project No. ST0507

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
34	Concrete pavement repair for storm sewer related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	27	LF	\$50.00	\$1,350.00	\$150.00	\$4,050.00
35	Remove and dispose of existing concrete sidewalk, including related items and appurtenances, complete in place (Sheet C4.24)	42	SY	\$10.00	\$420.00	\$15.00	\$630.00
36	Asphalt paving for existing driveway for smooth transition from new driveway turnout to locations shown on plans including related items & appurtenances, complete in place	15	SY	\$40.00	\$600.00	\$45.00	\$675.00
37	Reinforced concrete paving (6" thick) for existing driveway for smooth transition from new driveway turnout to locations shown on plans including expansion joints, control joints, including related items & appurtenances, complete in place	317	SY	\$40.00	\$12,680.00	\$101.00	\$32,017.00
38	Reshape/Recompact existing gravel driveway from end of new turnout to locations shown on plans for smooth transition, including related items & appurtenances, complete in place	70	SY	\$25.00	\$1,750.00	\$8.00	\$560.00
39	Relocate/Reset existing mail boxes, street signs, and traffic signs, including related items & appurtenances, complete in place	12	EA	\$100.00	\$1,200.00	\$110.00	\$1,320.00
40	Concrete safety end treatment for 36" pipe including related items & appurtenances, complete in place	1	EA	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
41	Concrete safety end treatment for 18" pipe including related items & appurtenances, complete in place	2	EA	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00
42	Concrete headwall for 30" pipe, complete in place	1	EA	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00
43	Remove existing storm sewer manhole and replace w/ 6'x6' junction box, complete in place	1	EA	\$3,500.00	\$3,500.00	\$6,100.00	\$6,100.00
44	Construct 5' extension on end of existing curb inlet, complete in place	1	EA	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00
45	Concrete curb and gutter repair including related items and appurtenances, complete in place	30	LF	\$30.00	\$900.00	\$40.00	\$1,200.00
46	Lower existing waterline on Hereford Street, including related items and appurtenances, complete in place	30	LF	\$100.00	\$3,000.00	\$190.00	\$5,700.00
47	Asphalt pavement repair for 6' wide trench on West Dexter, complete in place	199	SY	\$40.00	\$7,960.00	\$45.00	\$8,955.00
48	Rock rubble (12" minimum diameter), complete in place	66	SY	\$50.00	\$3,300.00	\$36.00	\$2,376.00
TOTAL SECTION C - PAVING & DRAINAGE ITEMS						\$722,221.98	\$857,223.30
D. WATER SYSTEM ITEMS							
49	12" C-900 PVC Waterline including related items and appurtenances, complete in place	2,945	LF	\$45.00	\$132,525.00	\$57.00	\$167,865.00
50	8" C-900 PVC Waterline including related fittings, items and appurtenances, complete in place	1,166	LF	\$37.00	\$43,142.00	\$46.00	\$53,636.00
51	6" C-900 PVC Waterline including related items and appurtenances, complete in place	7,525	LF	\$34.00	\$255,850.00	\$37.80	\$284,445.00

College Park/Breezy Heights Rehabilitation

Bid No. 08-85

Project No. ST0507

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
52	4" C-900 PVC Waterline included related items and appurtenances, complete in place	513	LF	\$32.00	\$16,416.00	\$37.00	\$18,981.00
53	12" gate valve and box, including marker and related items and appurtenances, complete in place	13	EA	\$1,800.00	\$23,400.00	\$1,500.00	\$19,500.00
54	8" gate valve and box, including marker and related items and appurtenances, complete in place	8	EA	\$1,025.00	\$8,200.00	\$930.00	\$7,440.00
55	6" gate valve and box, including marker and related items and appurtenances, complete in place	37	EA	\$760.00	\$28,120.00	\$680.00	\$25,160.00
56	4" gate valve and box, including marker and related items and appurtenances, complete in place	3	EA	\$650.00	\$1,950.00	\$630.00	\$1,890.00
57	16" butterfly valve, including marker and related items and appurtenances, complete in place	1	EA	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
58	12" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	314	LF	\$90.00	\$28,260.00	\$105.00	\$32,970.00
59	8" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	319	LF	\$60.00	\$19,140.00	\$77.00	\$24,563.00
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	561	LF	\$51.00	\$28,611.00	\$61.00	\$34,221.00
61	4" Yellowmine SDR 17 waterline installed by directional boring including related items and appurtenances, complete in place	385	LF	\$35.00	\$13,475.00	\$52.00	\$20,020.00
62	Standard fire hydrant assembly including 6" gate valve and box, related fittings & appurtenances, complete in place	13	EA	\$3,000.00	\$39,000.00	\$3,100.00	\$40,300.00
63	Relocate & Reconnect existing water meter including related items and appurtenances, complete in place	88	EA	\$300.00	\$26,400.00	\$300.00	\$26,400.00
64	Long water service transfer including 1" schedule 40 PVC, related fittings, ball valves, connection to existing meter & related appurtenances, complete in place	78	EA	\$1,100.00	\$85,800.00	\$700.00	\$54,600.00
65	Long dual water service transfer including 1 1/2" schedule 40 PVC, related fittings, ball valves, connection to existing meter & related appurtenances, complete in place	16	EA	\$1,420.00	\$22,720.00	\$900.00	\$14,400.00
66	Short dual water service transfer including 1 1/2" schedule 40 PVC, related fittings, ball valves, connection to existing meter & related appurtenances, complete in place	6	EA	\$800.00	\$4,800.00	\$600.00	\$3,600.00
67	Short water service transfer including 1" schedule 40 PVC, related fittings, ball valves, connection to existing meter & related appurtenances, complete in place	78	EA	\$500.00	\$39,000.00	\$420.00	\$32,760.00
68	Disconnect and cap existing waterlines including related fittings and appurtenances, complete in place	47	EA	\$1,000.00	\$47,000.00	\$300.00	\$14,100.00
69	14" steel casing installed by open cut including spacers, end seals, related items & appurtenances, complete in place	80	LF	\$91.00	\$7,280.00	\$125.00	\$10,000.00
70	18" steel casing installed by open cut including spacers, end seals, related items & appurtenances, complete in place	20	LF	\$107.00	\$2,140.00	\$145.00	\$2,900.00

College Park/Breezy Heights Rehabilitation

Bid No. 08-85

Project No. ST0507

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
71	20" steel casing installed by bore including spacers, end seals, including related items & appurtenances, complete in place	62	LF	\$165.00	\$10,230.00	\$560.00	\$34,720.00
72	Interconnect proposed 12" PVC waterline to existing 6" waterline, including related fitting and appurtenances, complete in place	1	EA	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
73	Interconnect proposed 8" PVC waterline to existing 8" waterline, including related fitting and appurtenances, complete in place	2	EA	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00
74	Interconnect proposed 6" waterline to existing 16" waterline including related items & appurtenances, complete in place	1	EA	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00
75	Interconnect proposed 8" PVC waterline to existing 12" waterline, including related fitting and appurtenances, complete in place	1	EA	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
76	Interconnect proposed 12" pvc waterline to existing 12" pvc waterline, including related items & appurtenances, complete in place	3	EA	\$2,800.00	\$8,400.00	\$1,300.00	\$3,900.00
77	Interconnect proposed 12" waterline to existing 16" waterline including related fittings and appurtenances, complete in place	1	EA	\$10,787.00	\$10,787.00	\$1,300.00	\$1,300.00
78	Interconnect proposed 6" pvc waterline to existing 6" waterline including related items & appurtenances, complete in place	7	EA	\$1,500.00	\$10,500.00	\$1,300.00	\$9,100.00
79	Interconnect proposed 8" pvc waterline to existing 6" pvc waterline including related items & appurtenances, complete in place	1	EA	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
80	Interconnect proposed 4" waterline to existing 6" waterline including related items & appurtenances, complete in place	1	EA	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
81	Interconnect proposed 6" pvc waterline to existing 12" pvc waterline including related items and appurtenances, complete in place	1	EA	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
81A	Interconnect proposed 6" pvc waterline to existing 8" pvc waterline including related items and appurtenances, complete in place	1	EA	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
82	Relocate & Reconnect existing water meter from back of residence to edge of Right-of-Way including related items and appurtenances, complete in place	19	EA	\$400.00	\$7,600.00	\$300.00	\$5,700.00
83	1" schedule 40 PVC water service line from relocated meter to existing resident & plumbing including connection by licensed plumber including related items & appurtenances, complete in place.	1,245	LF	\$15.00	\$18,675.00	\$25.00	\$31,125.00
84	1" Blow off valve (Flush hydrant) including related items & appurtenances, complete in place	1	EA	\$800.00	\$800.00	\$300.00	\$300.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	2,111	LF	\$20.00	\$42,220.00	\$40.00	\$84,440.00
86	Structural backfill for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	962	LF	\$10.00	\$9,620.00	\$30.00	\$28,860.00
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	434	LF	\$35.00	\$15,190.00	\$99.00	\$42,966.00

College Park/Breezy Heights Rehabilitation

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				Brazos Valley Services		Knife River Construction		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
88	Gravel pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	119	LF	\$20.00	\$2,380.00	\$30.00	\$3,570.00	
89	Curb & gutter repair for water related crossings w/full depth cement stabilized sand backfill including related items & appurtenances, complete in place	122	EA	\$150.00	\$18,300.00	\$140.00	\$17,080.00	
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	3,711	SY	\$30.00	\$111,330.00	\$65.00	\$241,215.00	
91	6" C-909 PVC Waterline installed by wet bore including related items & appurtenances, complete in place	140	LF	\$48.00	\$6,720.00	\$70.00	\$9,800.00	
92	Replace brick pavers, including related items and appurtenances, complete in place	1	LF	\$50.00	\$50.00	\$41.00	\$41.00	
93	Grout fill existing waterline, including related items and appurtenances, complete in place	11,900	LF	\$5.00	\$59,500.00	\$3.50	\$41,650.00	
94	Remove and reset existing light pole, including related items and appurtenances, complete in place	2	EA	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	
95	Remove and reset existing mailboxes, including related items and appurtenances, complete in place	5	EA	\$100.00	\$500.00	\$110.00	\$550.00	
TOTAL SECTION D - WATER SYSTEM ITEMS							\$1,228,431.00	\$1,466,568.00
E. SANITARY SEWER SYSTEM ITEMS								
96	8" SDR 26 PVC (ASTM D3034) Sanitary Sewer Line, including fittings, related items & appurtenances, complete in place	1,432	LF	\$32.00	\$45,824.00	\$37.00	\$52,984.00	
97	8" SDR 26 PVC (ASTM D3034) Sanitary Sewer Line installed by dry boring, including fittings, related items & appurtenances, complete in place	304	LF	\$185.00	\$56,240.00	\$96.00	\$29,184.00	
98	6" SDR 26 PVC (ASTM D3034) Sanitary Sewer Line, including fittings, related items & appurtenances, complete in place	5,348	LF	\$30.00	\$160,440.00	\$35.00	\$187,180.00	
99	6" SDR 26 PVC (ASTM D3034) Sanitary Sewer Line installed by dry bore, including fittings, related items & appurtenances, complete in place	60	LF	\$185.00	\$11,100.00	\$120.00	\$7,200.00	
100	Precast concrete manholes, w/ cone, lid, rim, sealant, including related items & appurtenances, complete in place	23	EA	\$2,500.00	\$57,500.00	\$2,600.00	\$59,800.00	
101	Construct standard concrete manhole on existing sewer line w/ lid, rim, sealant, including related items & appurtenances, complete in place	5	EA	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	
102	Precast concrete drop manhole on existing sewer line w/ lid, rim, sealant, including related items & appurtenances, complete in place	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	
103	Precast concrete drop manholes, w/ lid, rim, sealant, including related items & appurtenances, complete in place	4	EA	\$3,500.00	\$14,000.00	\$3,300.00	\$13,200.00	
104	Flowable Fill (Grout) Concrete for existing sewer line including related items & appurtenances, complete in place	2,032	LF	\$5.00	\$10,160.00	\$3.50	\$7,112.00	

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ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
105	Standard 6" cleanout assembly, including related items & appurtenances, complete in place	7	EA	\$800.00	\$5,600.00	\$500.00	\$3,500.00
106	Short sewer service transfer, including service line, related fittings items & appurtenances, complete in place	50	EA	\$400.00	\$20,000.00	\$440.00	\$22,000.00
107	Long sewer service transfer, including service line, related fittings, items & appurtenances, complete in place	38	EA	\$1,300.00	\$49,400.00	\$840.00	\$31,920.00
108	Connect proposed sewer line to existing manhole w/ coring & sealing of wall penetration including related items & appurtenances, complete in place	6	EA	\$500.00	\$3,000.00	\$730.00	\$4,380.00
109	Curb and gutter repair for sewer related crossings including full depth cement stabilized sand backfill including related items & appurtenances	76	EA	\$150.00	\$11,400.00	\$140.00	\$10,640.00
110	Asphalt pavement repair for sewer related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	926	LF	\$30.00	\$27,780.00	\$63.00	\$58,338.00
111	Asphalt pavement repair for sewer main & manhole construction within existing roadway w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	3,750	SY	\$90.00	\$337,500.00	\$97.00	\$363,750.00
112	Concrete pavement repair for sewer related items w/ full depth cement stabilized sand backfill including related items & appurtenances, complete in place	242	LF	\$50.00	\$12,100.00	\$125.00	\$30,250.00
113	Gravel pavement repair for sewer related items w/ full depth cement stabilized sand backfill including related items & appurtenances, complete in place	99	LF	\$30.00	\$2,970.00	\$51.00	\$5,049.00
114	Disconnect and cap existing sewer lines including related fittings and appurtenances, complete in place	10	EA	\$500.00	\$5,000.00	\$300.00	\$3,000.00
115	Remove & dispose of existing manhole, complete in place	11	EA	\$500.00	\$5,500.00	\$1,100.00	\$12,100.00
116	Remove and dispose of existing sewer line, complete in place	67	LF	\$20.00	\$1,340.00	\$27.00	\$1,809.00
117	Remove & dispose of existing sanitary sewer line as new sanitary sewer line is installed, complete in place	4,194	LF	\$10.00	\$41,940.00	\$6.10	\$25,583.40
118	Install 8" SDR 11 IPS HDPE by pipe bursting, including related items and appurtenances, complete in place	159	LF	\$75.00	\$11,925.00	\$150.00	\$23,850.00
119	4" SDR 26 PVC sewer line installed by open cut including related items and appurtenances, complete in place	55	LF	\$30.00	\$1,650.00	\$33.50	\$1,842.50
120	6" ductile iron sewer line including related items and appurtenances, complete in place	19	LF	\$64.00	\$1,216.00	\$58.00	\$1,102.00
121	Item Deleted				\$0.00		\$0.00
122	Install 6" SDR 11 HDPE by pipe bursting, including related items and appurtenances, complete in place	415	LF	\$71.00	\$29,465.00	\$140.00	\$58,100.00
123	Remove, dispose and construct concrete valley drain, including related items and appurtenances, complete in place	373	LF	\$40.00	\$14,920.00	\$105.00	\$39,165.00

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				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
124	Asphalt pavement repair including related items and appurtenances, complete in place	25	SY	\$40.00	\$1,000.00	\$116.00	\$2,900.00
125	Structural backfill for sewer related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	50	LF	\$40.00	\$2,000.00	\$57.00	\$2,850.00
126A	16" Standard weight steel casing including related items and appurtenances, complete in place	304	LF	\$127.00	\$38,608.00	\$145.00	\$44,080.00
127A	14" Standard weight steel casing including related items and appurtenances, complete in place	80	LF	\$120.00	\$9,600.00	\$120.00	\$9,600.00
TOTAL SECTION E - SANITARY SEWER SYSTEM ITEMS					\$1,012,178.00		\$1,133,468.90
BASE BID TOTAL					\$3,858,830.98		\$4,043,260.20

Bid Certification	Yes	Yes
Bid Bond	Yes	Yes
Addendums Acknowledged	3	3

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ALTERNATE BID 1 - CONCRETE PAVING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
13	MC-30 Asphalt prime coat (0.3 GAL/SY), including related items & appurtenances, complete in place	5,705	SY	-\$2.00	-\$11,410.00	-\$1.60	-\$9,128.00
14	2" TYPE D HMAC asphalt pavement, including related items & appurtenances, complete in place	5,705	SY	-\$11.00	-\$62,755.00	-\$11.70	-\$66,748.50
15	5" TYPE C HMAC asphalt pavement, including related items & appurtenances, complete in place	5,705	SY	-\$27.00	-\$154,035.00	-\$27.80	-\$158,599.00
16	Reinforced concrete curb & gutter, including related items & appurtenances, complete in place	4,420	LF	-\$10.86	-\$48,001.20	-\$13.60	-\$60,112.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$276,201.20		-\$294,587.50
B. ITEMS TO BE ADDED TO BASE BID							
16	6" reinforced concrete paving, including related items & appurtenances, complete in place	5,705	SY	\$38.00	\$216,790.00	\$45.00	\$256,725.00
20	6" dowel on curb including related items and appurtenances, complete in place	4,420	LF	\$3.50	\$15,470.00	\$4.05	\$17,901.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$232,260.00		\$274,626.00
TOTAL AMOUNT FOR ALTERNATE BID 1					-\$43,941.20		-\$19,961.50

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ALTERNATE BID 2 - HDPE STORM SEWER

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
28	18" RCP storm sewer including related items & appurtenances, complete in place	410	LF	-\$75.00	-\$30,750.00	-\$69.00	-\$28,290.00
29	24" RCP storm sewer including related items & appurtenances, complete in place	281	LF	-\$90.00	-\$25,290.00	-\$84.00	-\$23,604.00
30	30" RCP storm sewer including related items & appurtenances, complete in place	553	LF	-\$110.00	-\$60,830.00	-\$109.00	-\$60,277.00
31	36" RCP storm sewer including related items & appurtenances, complete in place	54	LF	-\$125.00	-\$6,750.00	-\$130.00	-\$7,020.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$123,620.00		-\$119,191.00
B. ITEMS TO BE ADDED TO BASE BID							
28A	18" HDPE storm sewer including related items & appurtenances, complete in place	410	LF	\$63.00	\$25,830.00	\$59.00	\$24,190.00
29A	24" HDPE storm sewer including related items & appurtenances, complete in place	281	LF	\$77.00	\$21,637.00	\$76.00	\$21,356.00
.30A	30" HDPE storm sewer including related items & appurtenances, complete in place	553	LF	\$110.00	\$60,830.00	\$101.50	\$56,129.50
31A	36" HDPE storm sewer including related items & appurtenances, complete in place	54	LF	\$96.00	\$5,184.00	\$115.00	\$6,210.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$113,481.00		\$107,885.50
TOTAL AMOUNT OF ALTERNATE BID 2					-\$10,139.00		-\$11,305.50

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ALTERNATE BID 3 - ASPHALT PAVING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
15	5" TYPE C HMAC asphalt pavement, including related items & appurtenances, complete in place	5,705	SY	-\$27.00	-\$154,035.00	-\$27.80	-\$158,599.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$154,035.00		-\$158,599.00
B. ITEMS TO BE ADDED TO BASE BID							
117A	2" TYPE C HMAC asphalt pavement, including related items & appurtenances, complete in place	5,705	SY	\$11.00	\$62,755.00	\$11.70	\$66,748.50
118A	6" crushed limestone, TxDOT type "A", grade 1 compacted to 98% ASTM D698 standard proctor density @ optimum moisture content, including related items and appurtenances, complete in place	5,705	SY	\$9.50	\$54,197.50	\$12.30	\$70,171.50
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$116,952.50		\$136,920.00
TOTAL AMOUNT OF ALTERNATE BID 3					-\$37,082.50		-\$21,679.00

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ALTERNATE BID 4 - ANGUS STREET DIRECTIONAL BORING

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
88	Gravel pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	85	LF	-\$20.00	-\$1,700.00	-\$30.00	-\$2,550.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	114	LF	-\$20.00	-\$2,280.00	-\$40.00	-\$4,560.00
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	479	LF	-\$34.00	-\$16,286.00	-\$37.80	-\$18,106.20
91	6" C-900 PVC waterline installed by uncased bore, including fittings, related items & appurtenances, complete in place	140	LF	-\$48.00	-\$6,720.00	-\$70.00	-\$9,800.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID						-\$26,986.00	-\$35,016.20
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	479	LF	\$51.00	\$24,429.00	\$65.00	\$31,135.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	33	SY	\$40.00	\$1,320.00	\$140.00	\$4,620.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID						\$25,749.00	\$35,755.00
TOTAL AMOUNT OF ALTERNATE BID 4						-\$1,237.00	\$738.80

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ALTERNATE BID 5 - AYRSHIRE AVENUE DIRECTIONAL BORING

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	996	LF	-\$34.00	-\$33,864.00	-\$37.80	-\$37,648.80
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	456	SY	-\$40.00	-\$18,240.00	-\$65.00	-\$29,640.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID						-\$52,104.00	-\$67,288.80
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	996	LF	\$51.00	\$50,796.00	\$59.00	\$58,764.00
121	Asphalt pavement repair for short services, complete in place	36	LF	\$20.00	\$720.00	\$40.00	\$1,440.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	117	SY	\$40.00	\$4,680.00	\$140.00	\$16,380.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID						\$56,196.00	\$76,584.00
TOTAL AMOUNT OF ALTERNATE BID 5						\$4,092.00	\$9,295.20

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ALTERNATE BID 6 - KERRY STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	842	LF	-\$34.00	-\$28,628.00	-\$37.80	-\$31,827.60
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	608	LF	-\$30.00	-\$18,240.00	-\$40.00	-\$24,320.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$46,868.00		-\$56,147.60
B. ITEMS TO BE ADDED TO BASE BID							
121	Asphalt pavement repair for short services, complete in place	26	LF	\$20.00	\$520.00	\$40.00	\$1,040.00
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	842	LF	\$51.00	\$42,942.00	\$67.00	\$56,414.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	62	SY	\$40.00	\$2,480.00	\$140.00	\$8,680.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$45,942.00		\$66,134.00
TOTAL AMOUNT OF ALTERNATE BID 6					-\$926.00		\$9,986.40

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ALTERNATE BID 7 - WEST DEXTER DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	620	LF	-\$34.00	-\$21,080.00	-\$37.80	-\$23,436.00
88	Gravel pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	12	LF	-\$20.00	-\$240.00	-\$30.00	-\$360.00
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	22	LF	-\$35.00	-\$770.00	-\$99.00	-\$2,178.00
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	171	SY	-\$30.00	-\$5,130.00	-\$65.00	-\$11,115.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	49	LF	-\$20.00	-\$980.00	-\$40.00	-\$1,960.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$28,200.00		-\$39,049.00
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	691	LF	\$51.00	\$35,241.00	\$65.00	\$44,915.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	45	SY	\$40.00	\$1,800.00	\$140.00	\$6,300.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$37,041.00		\$51,215.00
TOTAL AMOUNT OF ALTERNATE BID 7					\$8,841.00		\$12,166.00

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ALTERNATE BID 8 - FAIRVIEW AVENUE DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	1,243	LF	-\$34.00	-\$42,262.00	-\$37.80	-\$46,985.40
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	1,236	SY	-\$30.00	-\$37,080.00	-\$65.00	-\$80,340.00
49	12" C-900 PVC Waterline included related fittings and appurtenances, complete in place	1,308	LF	-\$45.00	-\$58,860.00	-\$57.00	-\$74,556.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$138,202.00		-\$201,881.40
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	1,243	LF	\$51.00	\$63,393.00	\$61.00	\$75,823.00
58	12" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	1,308	LF	\$90.00	\$117,720.00	\$103.00	\$134,724.00
121	Asphalt pavement repair for short services, complete in place	100	LF	\$20.00	\$2,000.00	\$40.00	\$4,000.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	177	SY	\$40.00	\$7,080.00	\$140.00	\$24,780.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$190,193.00		\$239,327.00
TOTAL AMOUNT OF ALTERNATE BID 8					\$51,991.00		\$37,445.60

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
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ALTERNATE BID 9 - HEREFORD STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	357	LF	-\$34.00	-\$12,138.00	-\$37.80	-\$13,494.60
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	240	SY	-\$30.00	-\$7,200.00	-\$65.00	-\$15,600.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$19,338.00		-\$29,094.60
B. ITEMS TO BE ADDED TO BASE BID							
121	Asphalt pavement repair for short services, complete in place	3	LF	\$20.00	\$60.00	\$40.00	\$120.00
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	357	LF	\$51.00	\$18,207.00	\$69.00	\$24,633.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	33	SY	\$40.00	\$1,320.00	\$140.00	\$4,620.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$19,587.00		\$29,373.00
TOTAL AMOUNT OF ALTERNATE BID 9					\$249.00		\$278.40

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 10 - WELSH STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
49	12" C-900 PVC Waterline included related fittings and appurtenances, complete in place	1,238	LF	-\$45.00	-\$55,710.00	-\$57.00	-\$70,566.00
86	Structural backfill for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	224	LF	-\$10.00	-\$2,240.00	-\$30.00	-\$6,720.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	38	LF	-\$20.00	-\$760.00	-\$40.00	-\$1,520.00
88	Gravel pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	15	LF	-\$20.00	-\$300.00	-\$30.00	-\$450.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$59,010.00		-\$79,256.00
B. ITEMS TO BE ADDED TO BASE BID							
58	12" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	1,238	LF	\$90.00	\$111,420.00	\$108.00	\$133,704.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	22	SY	\$40.00	\$880.00	\$140.00	\$3,080.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$112,300.00		\$136,784.00
TOTAL AMOUNT OF ALTERNATE BID 10					\$53,290.00		\$57,528.00

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 11 - THOMPSON STREET DIRECTIONAL BORING

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	1,223	LF	-\$34.00	-\$41,582.00	-\$37.80	-\$46,229.40
86	Structural backfill including related items & appurtenances, complete in place	117	LF	-\$10.00	-\$1,170.00	-\$30.00	-\$3,510.00
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	521	SY	-\$30.00	-\$15,630.00	-\$65.00	-\$33,865.00
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	10	LF	-\$35.00	-\$350.00	-\$99.00	-\$990.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	48	LF	-\$20.00	-\$960.00	-\$40.00	-\$1,920.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID						-\$59,692.00	-\$86,514.40
B. ITEMS TO BE ADDED TO BASE BID							
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	11	LF	\$35.00	\$385.00	\$99.00	\$1,089.00
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	1,223	LF	\$51.00	\$62,373.00	\$61.00	\$74,603.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	88	SY	\$40.00	\$3,520.00	\$140.00	\$12,320.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID						\$66,278.00	\$88,012.00
TOTAL AMOUNT OF ALTERNATE BID 11						\$6,586.00	\$1,497.60

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 12 - EDWARD STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	575	LF	-\$34.00	-\$19,550.00	-\$37.80	-\$21,735.00
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	276	SY	-\$30.00	-\$8,280.00	-\$65.00	-\$17,940.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$27,830.00		-\$39,675.00
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	575	LF	\$51.00	\$29,325.00	\$75.00	\$43,125.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	44	SY	\$40.00	\$1,760.00	\$140.00	\$6,160.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$31,085.00		\$49,285.00
TOTAL AMOUNT OF ALTERNATE BID 12					\$3,255.00		\$9,610.00

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 13 - ELEANOR STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
50	8" C-900 PVC Waterline included related fittings and appurtenances, complete in place	1,085	LF	-\$37.00	-\$40,145.00	-\$46.00	-\$49,910.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	120	LF	-\$20.00	-\$2,400.00	-\$40.00	-\$4,800.00
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	149	LF	-\$35.00	-\$5,215.00	-\$99.00	-\$14,751.00
88	Gravel pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	7	LF	-\$20.00	-\$140.00	-\$30.00	-\$210.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$47,900.00		-\$69,671.00
B. ITEMS TO BE ADDED TO BASE BID							
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	9	LF	\$35.00	\$315.00	\$99.00	\$891.00
59	8" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	1,085	LF	\$60.00	\$65,100.00	\$83.00	\$90,055.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	11	SY	\$40.00	\$440.00	\$140.00	\$1,540.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$65,855.00		\$92,486.00
TOTAL AMOUNT OF ALTERNATE BID 13					\$17,955.00		\$22,815.00

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 14 - MONTCLAIR STREET DIRECTIONAL BORING

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
52	4" C-900 PVC Waterline included related fittings and appurtenances, complete in place	513	LF	-\$32.00	-\$16,416.00	-\$37.00	-\$18,981.00
85	Asphalt pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	59	LF	-\$20.00	-\$1,180.00	-\$40.00	-\$2,360.00
87	Concrete pavement repair for water related items w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	81	LF	-\$35.00	-\$2,835.00	-\$99.00	-\$8,019.00
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID					-\$20,431.00		-\$29,360.00
B. ITEMS TO BE ADDED TO BASE BID							
61	4" Yellowmine SDR 17 waterline installed by directional boring including related items and appurtenances, complete in place	513	LF	\$35.00	\$17,955.00	\$68.00	\$34,884.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	11	SY	\$40.00	\$440.00	\$140.00	\$1,540.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID					\$18,395.00		\$36,424.00
TOTAL AMOUNT OF ALTERNATE BID 14					-\$2,036.00		\$7,064.00

College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507

ALTERNATE BID 15 - BELL STREET DIRECTIONAL BORING

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE DELETED FROM BASE BID							
90	Asphalt pavement repair for construction trench, including related items and appurtenances, complete in place	73	SY	-\$30.00	-\$2,190.00	-\$65.00	-\$4,745.00
51	6" C-900 PVC Waterline included related fittings and appurtenances, complete in place	162	LF	-\$34.00	-\$5,508.00	-\$37.80	-\$6,123.60
TOTAL SECTION A - ITEMS TO BE DELETED FROM BASE BID						-\$7,698.00	-\$10,868.60
B. ITEMS TO BE ADDED TO BASE BID							
60	6" C-900 Certa-Lok PVC waterline installed by directional boring, complete in place	162	LF	\$51.00	\$8,262.00	\$104.00	\$16,848.00
120	Asphalt pavement repair for boring pits including related items & appurtenances, complete in place	44	SY	\$40.00	\$1,760.00	\$140.00	\$6,160.00
TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID						\$10,022.00	\$23,008.00
TOTAL AMOUNT OF ALTERNATE BID 15						\$2,324.00	\$12,139.40

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 1 - MILL & OVERLAY KERRY STREET

ITEM	DESCRIPTION	QTY	UNIT	Brazos Valley Services		Knife River Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	2,006	SY	\$2.50	\$5,015.00	\$3.35	\$6,720.10
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	2,006	SY	\$2.00	\$4,012.00	\$0.60	\$1,203.60
124A	2" Type D HMAC Asphalt pavement, including related items & appurtenances, complete in place	2,006	SY	\$11.00	\$22,066.00	\$11.35	\$22,768.10
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID						\$31,093.00	\$30,691.80
TOTAL AMOUNT OF ADDITIVE BID 1						\$31,093.00	\$30,691.80

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 2 - MILL & OVERLAY AYRSHIRE STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	1,542	SY	\$2.50	\$3,855.00	\$3.70	\$5,705.40
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	1,542	SY	\$2.00	\$3,084.00	\$0.60	\$925.20
124A	2" Type D HMAc Asphalt pavement, including related items & appurtenances, complete in place	1,542	SY	\$11.00	\$16,962.00	\$11.50	\$17,733.00
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$23,901.00		\$24,363.60
TOTAL AMOUNT OF ADDITIVE BID 2					\$23,901.00		\$24,363.60

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 3 - MILL & OVERLAY HEREFORD STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	1,639	SY	\$2.50	\$4,097.50	\$3.50	\$5,736.50
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	1,639	SY	\$2.00	\$3,278.00	\$0.60	\$983.40
124A	2" Type D HMAC Asphalt pavement, including related items & appurtenances, complete in place	1,639	SY	\$11.00	\$18,029.00	\$11.40	\$18,684.60
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID						\$25,404.50	\$25,404.50
TOTAL AMOUNT OF ADDITIVE BID 3						\$25,404.50	\$25,404.50

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 4 - MILL & OVERLAY THOMPSON STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	1,544	SY	\$2.50	\$3,860.00	\$3.70	\$5,712.80
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	1,544	SY	\$2.00	\$3,088.00	\$0.60	\$926.40
124A	2" Type D HMA Asphalt pavement, including related items & appurtenances, complete in place	1,544	SY	\$11.00	\$16,984.00	\$11.60	\$17,910.40
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID						\$23,932.00	\$24,549.60
TOTAL AMOUNT OF ADDITIVE BID 4						\$23,932.00	\$24,549.60

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 5 - MILL & OVERLAY EDWARD STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	1,495	SY	\$2.50	\$3,737.50	\$3.80	\$5,681.00
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	1,495	SY	\$2.00	\$2,990.00	\$0.60	\$897.00
124A	2" Type D HMAc Asphalt pavement, including related items & appurtenances, complete in place	1,495	SY	\$11.00	\$16,445.00	\$11.60	\$17,342.00
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$23,172.50		\$23,920.00
TOTAL AMOUNT OF ADDITIVE BID 5					\$23,172.50		\$23,920.00

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 6 - MILL & OVERLAY ELEANOR STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
122A	Mill & Dispose of 2" of existing asphalt concrete (TxDOT Specification Item 354) including related items & appurtenances, complete in place	2,577	SY	\$2.50	\$6,442.50	\$3.00	\$7,731.00
123A	RC-15 Asphalt tack coat (0.15 gal/sy) including related items & appurtenances, complete in place	2,577	SY	\$2.00	\$5,154.00	\$0.60	\$1,546.20
124A	2" Type D HMAc Asphalt pavement, including related items & appurtenances, complete in place	2,577	SY	\$11.00	\$28,347.00	\$11.40	\$29,377.80
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$39,943.50		\$38,655.00
TOTAL AMOUNT OF ADDITIVE BID 6					\$39,943.50		\$38,655.00

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
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ADDITIVE BID 7 - SURFACE TREATMENT - KERRY STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	2,006	SY	\$4.00	\$8,024.00	\$5.45	\$10,932.70
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$8,024.00		\$10,932.70
TOTAL AMOUNT OF ADDITIVE BID 7					\$8,024.00		\$10,932.70

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
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ADDITIVE BID 8 - SURFACE TREATMENT - AYRSHIRE STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	1,542	SY	\$4.00	\$6,168.00	\$5.70	\$8,789.40
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$6,168.00		\$8,789.40
TOTAL AMOUNT OF ADDITIVE BID 8					\$6,168.00		\$8,789.40

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 9 - SURFACE TREATMENT - HEREFORD STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	1,639	SY	\$4.00	\$6,556.00	\$5.50	\$9,014.50
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$6,556.00		\$9,014.50
TOTAL AMOUNT OF ADDITIVE BID 9					\$6,556.00		\$9,014.50

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 10 - SURFACE TREATMENT - THOMPSON STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	1,544	SY	\$4.00	\$6,176.00	\$5.70	\$8,800.80
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$6,176.00		\$8,800.80
TOTAL AMOUNT OF ADDITIVE BID 10					\$6,176.00		\$8,800.80

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 11 - SURFACE TREATMENT - EDWARD STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	1,495	SY	\$4.00	\$5,980.00	\$5.80	\$8,671.00
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$5,980.00		\$8,671.00
TOTAL AMOUNT OF ADDITIVE BID 11					\$5,980.00		\$8,671.00

**College Park/Breezy Heights Rehabilitation
 Bid No. 08-85
 Project No. ST0507**

ADDITIVE BID 12 - SURFACE TREATMENT - ELEANOR STREET

				Brazos Valley Services		Knife River Construction	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A. ITEMS TO BE ADDED TO BASE BID							
125A	Seal Coat surface treatment including related items & appurtenances, complete in place	2,577	SY	\$4.00	\$10,308.00	\$4.80	\$12,369.60
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID					\$10,308.00		\$12,369.60
TOTAL AMOUNT OF ADDITIVE BID 12					\$10,308.00		\$12,369.60

College Park/Breezy Heights Rehabilitation Project Location Map



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE COLLEGE PARK BREEZY HEIGHTS REHABILITATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the College Park/Breezy Heights Rehabilitation Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the College Park/Breezy Heights Rehabilitation 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 Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for the Base Bid with Alternate Bids 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and Additive Bids 1, 2, 3, 4, 5 and 6 in the total amount of \$4,116,581.28 for the labor, materials and equipment required for the improvements related the College Park/Breezy Heights Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund, Public Works Division, in the amount of \$1,531,588.28, from the Drainage Capital Fund, Public Works Division, in the amount of \$200,000.00, from the Water Capital Improvements Fund, Utilities Division, in the amount of \$1,372,815.00 and from the Wastewater Capital Improvements Fund, Utilities Division, in the amount of \$1,012,178.00.

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

September 11, 2008
Consent Agenda Item No. 2o
Project No. GG0402
Installation of Access and Security Equipment at the
College Station Police Department

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a construction contract (Contract #08-273) with Siemens Building Technologies Inc. in the amount of \$104,471.45 for the installation of access and security equipment at the College Station Police Department Building.

Recommendation(s): Staff recommends award of the contract to Siemens Building Technologies, Inc. for \$104,471.45.

Summary: This contract is for the installation of access and security equipment at the College Station Police Department Building. This purchase will be made utilizing the Texas Building and Procurement Commissions Catalog Information Systems Vendor list (C.I.S.V.). Purchases made from the State CISV program satisfy our requirement for competitive bidding. Purchasing this access/security system follows the management team decision to standardize the cities access/security systems.

The security improvements at the Police Department Building will include door access devices, audio and video surveillance for the interior of the building, and video surveillance for the exterior of the building. This work is part of the planned programming being done as a part of current Police Department Renovations Project.

Budget & Financial Summary: Funds are budgeted and available through the General Government Capital Fund as part of the Police Department Renovations Project. The current project budget is \$3,686,000.00. Funds in the amount of \$2,863,572.08 have been expended or committed to date, leaving a balance of \$822,427.92.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE POLICE DEPARTMENT RENOVATIONS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, desires to contract for the installation of access and security equipment as part of the College Station Police Department Renovations Project; and

WHEREAS, Siemens Building Technologies, Inc. is being recommended as the contractor selected for the installation of access and security equipment as part of the Police Department Renovations Project; and

WHEREAS, this selection is made through the Texas Building and Procurement Commissions Catalog Information Systems Vendor List which satisfies the City's competitive bidding requirements; now, therefore,

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

PART 1: That the City Council hereby selects Siemens Building Technologies, Inc. through the Texas Building and Procurement Commissions Catalog Information Systems Vendor List.

PART 2: That the City Council hereby approves the contract with Siemens Building Technologies, Inc. for \$104,471.45 for the labor, materials and equipment required for the installation of access and security equipment related the Police Department Renovations Project.

PART 3: That the funding for this Contract shall be as budgeted from the General Government Capital Fund in the amount of \$104,471.45.

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

September 11, 2008
Consent Agenda Item No. 2p
Roadway Impact Fees Professional Services Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Kimley-Horn and Associates, Inc. (KHA), in the amount of \$87,000.00, for the engineering development and implementation of a Roadway Impact Fee program.

Recommendation(s): Staff recommends approval of the Professional Services Contract between the City of College Station and KHA.

SUMMARY: At the June 12, 2008 Council Workshop Meeting, City Council directed staff to proceed to get a consultant under contract to begin preparations for a Roadway Impact Fee. Staff has since negotiated the attached Professional Services Contract and associated Scope of Services with KHA. Under this proposed contract, KHA would provide the associated engineering and professional services for Council to ultimately consider an ordinance to implement Roadway Impact Fees. The Scope of Services also includes a number of meetings with City staff, City Council, City committees, and stakeholders.

This effort is intended to dovetail with the Comprehensive Plan Update and specifically the Land Use Plan and Thoroughfare Plan updates. The Comprehensive Plan Update is projected to be adopted in Spring 2009, so ordinances(s) for Roadway Impact Fees should follow shortly after that.

Budget & Financial Summary: As a professional services contract, this project is exempt from Texas competitive bidding requirements, LGC 252.022 (a)(4). KHA was selected for this project as an extension of the Master Agreement for Transportation Services Contract and the Thoroughfare Plan with the Comprehensive Plan Update Contract.

Funds for this item were not included in the FY08 Approved Budget. The proposed Budget Amendment will appropriate funds in the amount of \$87,000 for the study. \$30,000 of this appropriation will come from General Fund contingency and will be appropriated to the Public Works Engineering budget and \$57,000 will be appropriated in the Streets Capital Improvement Projects budget.

Attachments:

1. Contract

City of College Station

PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and Kimley-Horn and Associates, Inc., a North Carolina corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 hereinbelow, the Contractor agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Roadway Impact Fee Policy Development (the “Project”).

ARTICLE II Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Eighty Seven Thousand Dollars and 00/100 Dollars (\$87,000)**.

ARTICLE III Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices or College Station, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.
- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: Following receipt of a notice to proceed from the City, Tasks 1, 2, and 4 will be completed within six (6) months, exclusive of City review time. Task 3 will be completed as expeditiously as possible while following the City’s public meeting schedule and the requirements of Chapter 395 of the Texas Local Government Code.

- 3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$n/a. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V
Preliminary Design

- 5.01 The City shall direct the Contractor to commence work on the Project design by sending to the Contractor a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Contractor shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Contractor shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Contractor shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also

indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

- 5.03 Upon completion of the preliminary design of the Project, the Contractor shall so notify the City. Upon request the Contractor shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Contractor shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Contractor's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI Final Design

- 6.01 The City shall direct the Contractor to commence work on the final design of the Project by sending to the Contractor a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Contractor shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the final design, the Contractor warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 **The Contractor shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the contractor. The Contractor hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.**
- 6.04 The Contractor shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, the Contractor shall meet with City Staff and the City Council to present the final design of the Project. The Contractor shall provide an explanation of the final design and cost estimate.

ARTICLE VII Bid Preparations & Evaluation

- 7.01 The Contractor shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Contractor shall meet with City Staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Contractor shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Contractor shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Contractor, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.
- 7.03 Where substitutions are requested by a construction contractor, the Contractor shall review the substitution requested and approve or disapprove such substitutions.

ARTICLE VIII Construction

- 8.01 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument.
- 8.02 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents. Contractor shall periodically review the as-built drawings for accuracy and completeness, and shall report his findings to the City.
- 8.03 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform with the contract documents.
- 8.04 The Contractor shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Contractor's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

- 8.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.06 The Contractor shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.
- 8.07 The Contractor shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Contractor's recommendation of payment, being based upon the Contractor's on-site inspections and his experience and qualifications as a design professional, shall constitute a recommendation by the Contractor to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Contractor's recommendation for payment.
- 8.08 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.
- 8.09 The Contractor shall not be responsible for the work of the construction contractor or any of his subcontractors, except that the Contractor shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Contractor's negligent acts or omissions. This provision shall not alter the Contractor's duties to the City arising from the performance of the Contractor's obligations under this Contract.
- 8.10 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.11 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.12 The Contractor shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

- 8.13 The Contractor shall assist the construction contractor and City in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 9.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9.03 The Contractor shall furnish the City n/a sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City n/a sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE X
Warranty, Indemnification & Release

- 10.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 10.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 10.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses,**

damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

10.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

10.07 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XI

Insurance

11.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.

ARTICLE XII

Use of Drawings, Specifications and Other Documents

12.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the

Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.

- 12.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.
- 12.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE XIII Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract

and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE XIV
Miscellaneous Terms

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

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

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

Contractor:
Kimley-Horn and Associates, Inc.
Attn: Aaron W. Nathan, P.E, AICP
801 Cherry St., Unit 11, Suite 950
Fort Worth, TX 76102

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

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

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

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

- 14.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 14.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 14.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.10 **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF COLLEGE STATION

By: 
 Printed Name: THOMAS L. WHALEN
 Title: VICE PRESIDENT
 Date: 8-26-08

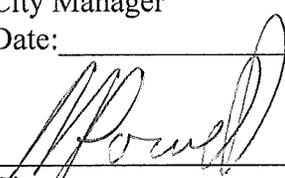
By: _____
 Mayor
 Date: _____

ATTEST:

 City Secretary
 Date: _____

APPROVED:

 City Manager
 Date: _____


 City Attorney
 Date: _____

 Chief Financial Officer

Exhibit “A”
Scope of Services
Roadway Impact Fee Policy Development for
The City of College Station, Texas

Project Understanding

Kimley-Horn and Associates, Inc. (KHA) understands the goal of this project is to lead in the development and implementation of a Roadway Impact Fee policy for the City of College Station (City). This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable roadway impact fee that may be assessed. In addition, KHA will provide the City with assistance with the various presentations required during the public hearing and adoption process. We understand the City is currently working on an update to the City’s Comprehensive Plan. To conduct the analysis, KHA will utilize the Future Land Use Plan and Master Thoroughfare Plan that will be adopted during this Comprehensive Plan Update process. Any analysis related to amending the City’s Future Land Use Plan, Master Thoroughfare Plan, or a change to the roadway impact fee study resulting from an amendment to the Future Land Use Plan or Master Thoroughfare Plan following a notice from the City to use one or both of these documents, will be considered additional services.

Scope of Services

Task 1 – Land Use Assumptions

KHA will prepare the Land Use Assumptions for Roadway Impact Fees in conformance with Chapter 395 of the Local Government Code and shall include the following:

- A. Data Collection. KHA will coordinate with the City to obtain the following data:
- City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
 - Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans (KHA understands update(s) to these plans are currently being developed).
 - Building Permit History – The City shall provide KHA with available building permit history (both residential and non-residential) for the previous ten (10) years.
 - Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees assessed by the City.
 - Maps – The City shall provide KHA with available AutoCAD or GIS shapefiles, associated databases, and layer files in ESRI ArcGIS 8.x format. All data shall be projected in NAD 83 State Plane, South Central Texas Zone coordinates. Data should include:
 - Current Zoning Map;
 - Future Land Use Plan Map;
 - City Limits and ETJ Map; and
 - Most recent digital orthophotograph (DOQ) of the City.

- B. Service Area Boundaries. KHA will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. KHA anticipates three (3) or four (4) service areas will be required for roadway impact fees.

For tasks 1.C, 1.D, and 1.E, KHA will coordinate with the City during the on-going Comprehensive Plan Update process in attempt to utilize the demographic projections developed as part of the Comprehensive Plan update process for the Land Use Assumptions for Roadway Impact Fees:

- C. Existing Land Use Assumptions. KHA will prepare the existing land use information in a format suitable for use in the roadway impact fee policy development. The information will be presented in tabular form by roadway service area. For each service area, population (persons and number of dwelling units) and employment (amount of square footage of basic, service, and retail land uses) will be summarized. The existing land use assumptions will be completed for the year 2008 (or 2009, if applicable).
- D. Build out Land Use Assumptions. KHA will develop the build out demographics (population and employment) within the existing City limits in tabular format for each roadway service area. The development of these demographics will be an interactive process between KHA and the City. Two (2) meetings will be held with the City during this task. The first meeting will be to review anticipated densities of development throughout the City, while the second will be to review the demographics developed by KHA. KHA will use the future land use data collected in Task 1.A. to determine future land uses in undeveloped areas within the existing City limits.
- E. Ten-Year Land Use Assumptions. Chapter 395 of the Texas Local Government Code states that impact fees may only be used to pay for items included in the Impact Fee capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates, KHA will develop the Ten-Year Land Use Assumptions for the 2008 – 2018 (or 2009-2019, as appropriate) planning window.

KHA will conduct one (1) meeting with the City to receive the projections for anticipated percentage of residential and non-residential land uses within each service area to be developed within the next ten years. Based upon the data collected in Task 1.D, the percentage of the projected build out can be utilized to assist in this task. Using the information collected during this meeting, KHA will complete the demographic table for each roadway service area.

- F. Documentation. KHA will incorporate the service area boundaries and Land Use Assumptions information into the Roadway Impact Fee report. No additional documentation will be produced by KHA summarizing the land use assumptions.
- G. Meetings. KHA will prepare for and attend up to two (2) meetings (in addition to those identified in the scope above) with City staff to discuss and review the proposed Service Area boundaries and Land Use Assumptions.

Task 2 – Roadway Impact Fee Analysis

KHA will prepare the roadway impact fee analysis in conformance with Chapter 395 of the Local Government Code and shall include the following:

- A. Data Collection. KHA will coordinate with the City to obtain the following data:
 - City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee Capital Improvements Plan (CIP).
 - Master Thoroughfare Plan – The City shall provide KHA the most recent thoroughfare plan adopted by the City in AutoCAD or GIS format. KHA will utilize the master thoroughfare plan as is currently adopted (KHA understands an update to this plans is currently being developed).
 - Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Master Thoroughfare Plan. KHA will obtain recently completed traffic counts for state highway facilities from TxDOT. KHA will collect new PM peak hour traffic count data at up to twenty (20) locations within the City for use in the roadway impact fee analysis.
 - Historical Project Costing Information – The City shall provide KHA with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.

B. Ten-Year Growth Projections and Capacity Analysis.

- In consultation with City staff, KHA will determine land use categories to be included in the land use vehicle-mile equivalency table.
- KHA will identify the service units for new development and the average trip length. Using the 7th Edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual, KHA will incorporate trip generation and pass-by trip rates.
- KHA will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
- KHA will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. KHA will determine the capacity available for new growth.

C. Roadway Impact Fee Capital Improvements Plan

KHA will assist the City in developing a Roadway Impact Fee Capital Improvements Plan (CIP) which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous KHA experience with roadway construction costs. The City shall provide KHA with actual City cost information for previously completed projects with excess capacity and any cost contribution to County,

State, Federal, or developer constructed projects.

Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City.

KHA will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

- D. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee Capital Improvements Plan, and capacity available for new growth, KHA will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. KHA will incorporate the financial analysis performed by R.W. Beck, Inc. in Task 2.E. to determine the maximum assessable impact fee per service unit.
- E. Financial Analysis. Using the impact fee eligible capital improvement costs and projected service units, the financial subconsultant (R.W. Beck, Inc.) will calculate maximum assessable full-cost recovery impact fees for the designated ten-year period for roadway facilities. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten-year period based on projected capital improvement program's implementation schedule (if available) and growth in projected service units. KHA will work in conjunction with the financial subconsultant to incorporate the CIP identified in Task 2.C.
- F. Roadway Documentation. KHA will provide both a draft and final Roadway Impact Fee Report. The report will include:
- Roadway service areas;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Roadway CIP; and
 - Supporting Exhibits.

At the request of the City, KHA will review the proposed Roadway Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance. KHA recommends the City coordinate with their Attorney to ensure they will be able to prepare the ordinance during Task 3.

G. Meetings. KHA will prepare for and attend the following meetings:

- Three (3) meetings with City staff to discuss and review the Roadway Impact Fee CIP;
- One (1) meeting with City staff to review the proposed Maximum Assessable Roadway Impact Fees; and
- One (1) meeting with City staff to discuss the public hearings and approval process.

H. Deliverables

- Twenty (20) copies of the Draft Roadway Impact Fee Report;
- Electronic (.pdf) copy of the Draft Roadway Impact Fee Report; and
- Upon final approval of the Roadway Impact Fee Analysis and new ordinance by the City Council, KHA will provide twenty (20) originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report.

Task 3 – Public Hearings and Approval

It is anticipated that a representative from KHA will prepare for and attend each of the following meetings:

- Prepare for and attend up to two (2) stakeholder, P&Z, City Council, or other committees
- Prepare for and attend one (1) Capital Improvements Advisory Committee (CIAC) workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
- Prepare for and attend two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
- Prepare for and attend one (1) City Council workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
- Prepare for and attend two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
- Prepare for and attend one (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.

Task 4 – Rough Proportionality Policy Development

Chapter 395 of the Local Government Code prohibits cities from assessing a roadway impact fee within its extraterritorial jurisdiction (ETJ). The City may, however, require dedication and construction of road improvements under its subdivision powers in the ETJ, and may charge fees equivalent to road impact fees through development agreements. The 2005 Legislature enacted HB 1835, now in effect, which mandates cities that require developers to dedicate land, pay fees, or pay construction costs as a condition of development approval to certify that such contributions are roughly proportionate to the impacts of the proposed development. The apportionment of the municipal infrastructure costs are to be calculated by a professional engineer who is retained by the municipality. While the City may use impact fees to determine proportionality of development exactions inside city limits, it is necessary to establish a methodology for doing so in the ETJ.

- A. Rough Proportionality Areas Determination. KHA, in coordination with the City, will determine the specific areas of the City under which to develop a rough proportionality policy. It is anticipated that KHA will develop a land-use vehicle mile equivalency table for the entire ETJ of the City. The land use table will provide the number of development units (i.e. dwelling units, square footage, etc.), trip rate (derived from the 7th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual), and local trip length (from available motorist surveys).
- B. Rough Proportionality Methodology Development. KHA will prepare a proportionality methodology to allow future development to compare the vehicle-miles of demand created by the new development versus the vehicle-miles of supply being exacted by the City for each of the areas identified in this task. When the vehicle-miles of demand exceed the vehicle-miles of supply provided by the new development, the exactions meet the rough proportionality requirements.
- C. Rough Proportionality Documentation. KHA will prepare and submit a draft Rough Proportionality worksheet that documents the methodology and results of the analysis. The worksheet will include the following information:
 - Methodology;
 - Proportionality Area exhibits;
 - Land-use vehicle mile equivalency tables;
 - Sample Calculations; and
 - Summary Appendices.
- D. Deliverables. KHA will develop an electronic (.xls) version of the draft Rough Proportionality worksheet for City review. Upon review by the City, a final version of the Rough Proportionality worksheet will be delivered to the City.
- E. Meetings. KHA will prepare for and attend the following meetings:
 - Two (2) meetings with City staff to discuss and review the Rough Proportionality Methodology; and
 - One (1) meeting with City staff to discuss the public hearings and approval process.

Additional Services

KHA's preparation for and attendance at any additional meetings per City direction, as well as any additional analyses, will be considered Additional Services. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services.
- Furnish additional copies of documents in excess of the number of the same identified in the Scope of Services.
- Re-analysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by a change in governmental laws.

Information Provided By Client

All base mapping data, historical building permit information, and CIP project cost information for completed projects used in the analysis shall be provided by the City. KHA shall be entitled to rely on the completeness and accuracy of all information provided by the City.

Schedule

Tasks 1, 2, and 4 will be completed within six (6) months following receipt of a notice to proceed from the City, an approved Future Land Use Plan, and an approved Master Thoroughfare Plan, exclusive of City review time. Task 3 will proceed in accordance with the requirements of Chapter 395 of the Texas Local Government Code. Additional services, if desired, will be performed in a timely manner upon written authorization by the Client. Notwithstanding any other provision of this agreement, this Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Contractor does not control. If such delay or suspension extends for more than six months (cumulatively), Contractor's compensation shall be renegotiated.

Exhibit "B"

Payment Terms

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the date of the invoice.

Schedule of Payment for each phase:

Task		Cost
1	Land Use Assumptions	\$9,000
2	Roadway Impact Fee Analysis	\$57,000
3	Public Hearings and Approval	\$12,500
4	Rough Proportionality Analysis	\$8,500
	Total Labor Fee	\$87,000

Exhibit "C"

Insurance Requirements

During the term of this Agreement all of Contractor's insurance shall meet the following requirements:

1. Standard Insurance Policies Required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager before any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City before work commences.

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be named as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. Commercial (General) Liability requirements:

- (a) Coverage shall be written by a carrier with an " A:VIII " or better rating in accordance with the

- current Best Key Rating Guide.
 - (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
 - (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
 - (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
 - (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

- 6. Business Automobile Liability requirements:
 - (a) Coverage shall be written by a carrier with an " A:VIII " or better rating in accordance with the current Best Key Rating Guide.
 - (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
 - (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

- 7. Workers' Compensation Insurance requirements:
 - (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
 - (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
 - (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person*

providing services on the project.

- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal*

penalties, civil penalties, or other civil actions.

K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.*

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a " A:VIII " or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) For "claims made" policies, a two-year extended reporting period will be required following termination of this contract or policy expiration.

Exhibit "D"

Certificate(s) of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/08

PRODUCER
Ames & Gough
1-770-552-4225
450 Northridge Parkway
Suite 102
Atlanta, GA 30350

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068
Raleigh, NC 27636-3068

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

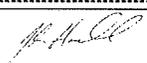
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional Liability	3125280	12/09/07	12/09/08	Per Claim 2,000,000 Aggregate 2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: For All Projects with the City of College Station

CERTIFICATE HOLDER	CANCELLATION
City of College Station Risk Management P.O. Box 9960 College Station, TX 77842 USA	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 NOT BE AN OBLIGATION OF LIABILITY FOR ANY AND ALL POLICIES UNDER THIS CERTIFICATE. THIS REPRESENTATIVE IS AUTHORIZED TO SIGN FOR THE INSURER AND AGENTS ON BEHALF OF THE INSURER. AUTHORIZED REPRESENTATIVE 

IMPORTANT

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

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

DISCLAIMER

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2008

PRODUCER (904) 396-4404
ABERCROMBIE INSURANCE AGENCY, INC.
P. O. BOX 5857

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.

JACKSONVILLE FL 32247-5857

INSURERS AFFORDING COVERAGE
INSURER A: TRAVELERS PROP CASUALTY NAIC # 25674

INSURED
KIMLEY-HORN AND ASSOCIATES, INC.
P. O. BOX 33068

INSURER B: COMPANY OF AMERICA
INSURER C: (A.M. BEST RATING A+)

RALEIGH NC 27636-3068

INSURER D: HUDSON SPECIALTY COMPANY
INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	P-630-315X3476-TIL-08	09/01/2008	09/01/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	P-630-315X3476-TIL-08	09/01/2007	09/01/2008	MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> CONTRACTUAL LIAB				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMPIOP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	BA6463C170-08-CAG	09/01/2008	09/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS	BA6463C170-07-CAG	09/01/2007	09/01/2008	BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	OTHER THAN EA ACC \$
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY: AGG \$
		<input type="checkbox"/> ANY AUTO				
A		EXCESS/UMBRELLA LIABILITY	CUP-171L6115-TIL-07/08	09/01/2008	09/01/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE	EXCESS OVER WC & LIAB	09/01/2007	09/01/2008	\$
		<input checked="" type="checkbox"/> RETENTION \$10,000				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	836G878-3-08	09/01/2008	09/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 500,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	836G878-3-07	09/01/2007	09/01/2008	E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER		/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
				/ /	/ /	
				/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
PROJECT: FOR ALL PROJECTS WITH THE CITY OF COLLEGE STATION. THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADD'L INSURED FOR GENERAL & AUTO LIABILITY FOR THIS PROJECT. ALL POLICIES ARE PRIMARY & INCLUDE WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CANCELLATION

() - () -
RISK MANAGEMENT
CITY OF COLLEGE STATION
P.O. BOX 9960
COLLEGE STATION TX 77842-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX~~ FAX OR BY REGISTERED MAIL WITH RETURN RECEIPT REQUESTED TO THE ~~INSURED~~ INSURED'S ADDRESS AS SHOWN ON THE ~~INSURED'S COPY OF THIS CERTIFICATE~~ INSURED'S COPY OF THIS CERTIFICATE.
AUTHORIZED REPRESENTATIVE
[Signature]

**September 11, 2008
Consent Agenda Item No. 2q
Council Strategic Plan**

To: Glenn Brown, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion of the City Council's 2008-2013 Strategic Plan.

Recommendation(s): Adopt the 2008-2013 City Council Strategic Plan as modified by Council discussion during the retreat.

Summary: The Council Strategic Plan presented with this item is being brought forward as a result of City Council discussion during their Strategic Planning Retreat. The revised Council Strategic Plan contains a few additions to the document adopted last year and these changes are based on the input received by the Council at their July retreat. The main additions to the plan are the inclusion of Neighborhood Integrity and Green College Station as strategic issues. The document also now includes a Council Vision Statement Summary as well as City Management Priorities.

Proposed additions and changes to the policy are underlined.

Budget & Financial Summary: None.

Attachments:

1. 2008-2013 Council Strategic Plan

Strategic Plan 2008-2013

In College Station, we strive to set the bar. We conduct daily business as a City aiming to provide our citizens with the best quality of life possible. The City Council and City staff work hard to ensure that we are moving in a direction that is best for the overall character and betterment of our community based on the voices and opinions of those living in College Station. A highly qualified workforce, an extremely engaged citizenry and a set of focused goals are the cornerstones of what make this a successful community.

As a rapidly growing city, we recognize the importance of neighborhood integrity as well as responsible growth in our communities. We focus on forward thinking policies that retain the integrity and standard of service to which our citizens have become accustomed. Efforts made to Green College Station and constructing a new City Hall are endeavors this City pursues in order to reach the next level.

The Strategic Plan is a collaboration of the City Council and the numerous City departments working together to create a cohesive forward direction for College Station in the upcoming years. Updates were made to the plan as a result of the City Council's annual strategic planning retreat. In addition to adding the two new strategic issues of Neighborhood Integrity and Green College Station, other policy goals and direction are interspersed throughout the document.

Following, you will find an outline for the goals and practices we have set to achieve in the near future so that each citizen may enjoy a greater quality of life than ever before.

Mission Statement

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.

Community Vision Statement

College Station, the proud home of Texas A&M University and the heart of the Brazos Valley, will be a vibrant, progressive, knowledge-based community which promotes the highest quality of life by ...

- Ø ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character;
- Ø increasing and maintaining the mobility of College Station citizens through a well planned and constructed inter-modal transportation system;
- Ø expecting sensitive development and management of the built and natural environment;
- Ø supporting well planned, quality and sustainable growth;
- Ø valuing and protecting our cultural and historical community resources;
- Ø developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our city is cohesive and well connected; and
- Ø pro-actively creating and maintaining economic and educational opportunities for all citizens.

College Station will remain among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will forever be a place where Texas and the world come to learn.

City of College Station Core Values

To promote:

- The health, safety, and general well being of the community
- Excellence in customer service
- Fiscal responsibility
- Involvement and participation of the citizenry
- Collaboration and cooperation
- Regionalism: be active member of the Brazos Valley community and beyond
- Activities that promote municipal empowerment

Organizational Values

- Respect everyone
- Deliver excellent service
- Risk, Create, Innovate
- Be one city, one team
- Be personally responsible
- Do the right thing – act with integrity and honesty
- Have fun

Using the community vision, mission statement, and values as a spring board, the College Station City Council has set the strategic direction for the city government through development of ten ***Strategic Issues*** and supporting ***Policy Initiatives***. The Strategic Plan focuses organizational resources and identifies those intentional actions to be undertaken by city government to achieve the desired outcomes.

Citywide Safety & Security

Safety and security of College Station citizens is imperative. We want to ensure all citizens and visitors to the community feel safe while enjoying the quality of life offered by College Station.

Policy Initiatives

- § Invest in our public safety infrastructure to provide consistent and high quality public safety services
- § Benchmark our public safety services with other similar communities to ensure we are setting the pace at a national level

Effective Communications

Effective two-way communications with both internal and external audiences is essential to the continued success of the many programs and services offered by the City of College Station. Utilizing a variety of media and technology, we will strive to market our services, communicate our mission and values, engage our citizens in the decisions of city government while telling the College Station story to our elected officials, employees, citizens, community partners, and others nationwide.

Policy Initiatives

- § Implement a communication strategy which continually informs our citizens about the city government
- § Market the City of College Station as a superior service provider
- § Cultivate citizen trust by fostering and practicing open, accountable and responsible government
- § Interact with appointed committees to ensure the City Council's vision and expectations are known and adhered to when discussing policy

Growing Sustainable Revenue Sources Balanced with Needs

The ability of College Station to finance quality services, meet demands of growing our infrastructure and provide for the quality of life quotient for the community, requires fiscal soundness and growing our revenue sources. We will adhere to sound business practices which obtain true value for dollars spent, diversify our revenue sources through identification of innovative revenue strategies, and implement financial policies which protect city resources.

Policy Initiatives

- § Develop innovative income strategies to diversify and strengthen income base
- § Re-evaluate and update financial policies to ensure they continually meet our needs as a city government
- § Improve business practices to ensure we achieve the best value for dollars invested

Destination Place to Live and Work

We want College Station to be a destination city which attracts visitors, residents, businesses, and investment. In promoting and maintaining a high quality of life, we want to be a community which provides diverse opportunities for work, entertainment, livable neighborhoods, and business development. We want College Station to be among the best *cool places* to live in the United States.

Policy Initiatives

- § Invest in infrastructure and programs that create a sense of place for College Station citizens
- § Identify and invest in those programs and activities that promote College Station as a *cool place* to live, work , and play

Exceptional Multi-modal Mobility

The rapid growth of College Station is impacting our ability to provide an efficient public and private transportation network to ensure mobility and safety to our citizens. Development of an efficient multi-modal transportation system is needed to promote a healthy local economy and support the community's quality of life.

Policy Initiatives

- § Develop a transportation plan that supports the development of College Station in regard to its land use and transportation needs
- § Implement our transportation plan to improve our overall transportation network and support development of the community
- § Improve operational efficiency of our existing transportation network
- § Implement state of the art transportation management programs and systems
- § Lobby for state and federal transportation funds to continually improve our transportation systems

Sustainable Quality City Workforce

Our employees are our most valued asset. We want to ensure the City of College Station work environment is exceptional while encouraging innovation and creativity. We want to be able to attract the *best and brightest* and retain highly competent individuals who serve the citizens of College Station.

Policy Initiatives

- § Create a work environment that attracts and retains quality employees

Exceptional Infrastructure and Core Services

Our core mission is the delivery of exceptional services to our citizens. Our infrastructure is the backbone of our service delivery system and we will continually make prudent investments to grow and maintain all infrastructure to support our delivery of services. We will expect our core services to be to of the highest quality. We expect our services to our customer to be focused, timely and cost effective.

Policy Initiatives

- § Ensure our infrastructure is well maintained and expands to meet the needs of our citizens and various city services
- § Provide core city services that are customer focused, cost effective and of the highest quality

Diverse Growing Economy

We want to promote through effective policies and programs the continued growth and diversification of our economy. We will provide leadership to encourage the diversification of our economy while actively collaborating with our community partners to produce economic benefit to all citizens.

Policy Initiatives

- § Develop and implement specific plans to enhance and diversify our tax base
- § Develop and implement plans which promote redevelopment of strategic areas of College Station
- § Seek economic development opportunities and partnerships which position College Station as a national center for bio-technology
- § Enhance tourism with the development of needed infrastructure to support the tourism segment of our economy

Neighborhood Integrity

Neighborhoods are the basic building blocks of our city. Neighborhoods are where we live, raise our families, and socialize with our friends and neighbors. In many ways our city is only as strong and sustainable as our neighborhoods. Our challenge is to welcome the increasing number of students while retaining the strength and vitality of our neighborhoods.

Policy Initiatives

- § Promote comprehensive planning and management of growth
- § Ensure College Station remains a highly livable city driven by quality of life
- § Improve the capacity of neighborhoods to deal with planning and quality of life issues
- § Orient service delivery toward neighborhoods
- § Enhance the City's enforcement tools to better address the rental market
- § Educate key stakeholders and the community
- § Promote the development of sustainable neighborhoods that address the needs of various population groups

Green College Station

Sustainability and resource conservation has become a constant on the local government landscape. There is a clear case to be made for sustainability and conservation of resources in College Station. Our emphasis on the quality of life for the community demands that we aggressively work towards creating a culture in the community which embraces sustainability as its mantra.

Policy Initiatives

- § **Include renewable green energy in a portion of our purchased power while reducing the overall energy consumption**
- § **Reduce our overall per capita water consumption**
- § **Develop mechanisms to reuse water in the community**
- § **Reduce the overall volume of waste generated in the community while developing environmentally sound and economically feasible means to dispose of waste**
- § **Develop specific strategies to promote efficient use of our land while protecting our natural resources**
- § **Promote open and green space as a prominent component of our community character**
- § **Inventory global warming emissions in the City operations as well as in the community and set realistic reduction targets**

City of College Station
Council Vision Statement Summary 2008-2009

- Ø Continue development of Neighborhood Integrity Strategy
- Ø Encourage neighborhood development targeted for students
- Ø Analyze financial long term stability of the city - making growth pay for itself
- Ø Promote strong intergenerational parks
- Ø Define opportunities for improved business and industrial growth
- Ø Continue building foundation for Green College Station Initiative
- Ø Convention Center: Future direction
- Ø Improve overall political health within city government and promote communication between various stakeholders
- Ø City Hall/ City Center: Goal, Strategy, Actions
- Ø Evaluate alternative transportation options and address transportation issues
- Ø Increased interaction with appointed committees to ensure the Council's vision and expectations are known
- Ø Secure infrastructure for the next 20+ years
- Ø Create an accessible wireless system
- Ø Improve hike and bike trails

City of College Station
City Management Priorities 2008-2009

- Ø **Fill vacant upper management positions**
- Ø **Green College Station initiatives**
- Ø **Successful completion of 2008 bond issue**
- Ø **Comprehensive Plan Update**
- Ø **Capital Improvement Projects progress**
- Ø **Address City Hall needs**
- Ø **Make Hotel Convention Center a reality**
- Ø **Complete overhaul of Neighborhood Services structure**
- Ø **Complete Police Management Review and HR Classification Study**
- Ø **Continue to identify ways to motivate and re-energize staff**
- Ø **Seek creative ways to fund City government and new initiatives**

**September 11, 2008
Consent Agenda Item 2r
Third Party Claims Administration**

To: Glenn Brown, City Manager

From: Kathy Merrill, Asst. City Manager

Agenda Caption: Presentation, possible action, and discussion regarding contract for Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$52,000. Anticipated workers compensation claims for FY09 are \$401,000 and anticipated liability claims for FY09 are \$330,000.

Recommendation(s): The Cities of Bryan and College Station issued a joint request for proposals for third-party claims administration. Ten responsive proposals were received and reviewed. Staff recommends approval of the contract with A S & G Claims Administration, Inc. for the City's third-party claims administration, and authorization to pay up to \$731,000 for anticipated workers compensation and liability claims.

Summary: The City of College Station is self-insured, which requires the services of claims adjustment on all workers compensation claims and significant liability claims. A S & G Claims Administration, Inc. has provided excellent customer service while continuing to assist the City in reducing the costs of claims administration. This contract is effective October 1, 2008, and provides for four (4) one-year renewals.

Budget & Financial Summary: Funds are available in the FY09 budget in the Property Casualty Fund and the Workers Compensation Fund. Expenditures for claims administration are increased \$2000, or .04 percent over FY08.

Attachments: Contract for third-party claims administration is available in the City Secretary's Office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THIRD PARTY CLAIMS ADMINISTRATION AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, and the City of Bryan, Texas, solicited proposals for a contract for Third Party Claims Administration of Workers Compensation and selected property casualty liability claims; and

WHEREAS, the selection of A S & G Claims Administration, Inc. is recommended as the proposal of best value for services related to third-party claims administration; 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 A S & G Claims Administration, Inc. submitted the proposal with the best value.

PART 2: That the City Council hereby approves the contract with A S & G Claims Administration, Inc. for \$52,000 for workers compensation and selected property casualty liability claims administration.

PART 3: That the City Council authorizes \$52,000 for claims administration, and \$731,000 for workers compensation claims and property casualty liability claims.

PART 4: That the funding for this Project shall be as budgeted from the Property Casualty budget in the amount of \$330,000, and the Workers Compensation budget in the amount of \$401,000 for claims, and \$52,000 for claims administration.

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

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

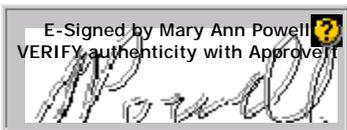
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

September 11, 2008
Regular Agenda Item No. 1
Public Hearing #1 for FY 09 Ad Valorem Tax Rate

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public hearing, presentation, possible action and discussion on the City of College Station 2008-2009 advertised ad valorem tax rate of \$0.450000 per \$100 valuation. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold a public hearing on is \$0.450000 per \$100 assessed valuation. Holding the public hearing on this tax rate provides the City Council with flexibility in determining what the tax rate will be.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The second public hearing on the tax rate is scheduled for Wednesday September 17th. The City Council will vote on the tax rate on Thursday September 25.

Budgetary and Financial Summary: The public hearing tax rate of \$0.450000 per \$100 assessed valuation will generate \$22,608,694 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments: N/A

**September 11, 2008
Regular Agenda Item No. 2
Public Hearing for FY 08- 09 Proposed Budget**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public hearing, presentation, possible action, and discussion on the City of College Station 2008-2009 proposed budget.

Recommendation(s): Hold public hearing on proposed budget and receive citizen input.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The proposed budget was presented to the City Council on August 18, 2008. Four budget workshops were scheduled to review the proposed budgets. The four workshops were held on August 20th, August 21st, September 3rd, and September 4th.

On August 18, 2008, the City Council called a public hearing on the FY 08-09 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2008-2009 Budget is scheduled to be adopted on September 25, 2008.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$196,555,178
<u>Subtotal Capital:</u>	<u>45,649,073</u>
Total Proposed Budget:	\$242,204,251

Attachments: Please bring Proposed FY 08-09 Budget.

September 11, 2008
Regular Agenda Item No. 3
Public Hearing and Consideration of Budget Amendment #3

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public Hearing, possible action, and discussion on an ordinance Budget Amendment #3 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$11,061,623 and presentation, possible action and discussion on several contingency transfers and an interfund loan.

Recommendation(s): Staff recommends the City Council hold the public hearing on Budget Amendment #3, and approve the budget amendment ordinance. Staff recommends the City Council approve the budget transfers.

Summary: The proposed budget amendment is to increase the appropriations for the items listed below by \$11,061,623. In addition, several General Fund contingency transfer items are included below. Contingency transfers do not increase or decrease the overall budget. Rather, the contingency transfers shift resources within a fund. Contingency transfers greater than \$15,000 require Council approval and are therefore included as part of this Budget Amendment documentation. Finally, interfund loans also require Council approval and are therefore also included as part of this Budget Amendment documentation.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment. Budget transfers do not affect the overall budget within a fund, they shift resources within the fund.

Attachments:

1. Budget Amendment #3 Detail List, Budget transfer detail list
2. Ordinance

Fiscal Year 2007-2008 Budget Amendment #3, Contingency Transfer and Interfund Loan Detail Listing

The proposed budget amendment is to increase the appropriations for the items listed below by \$11,061,623. In addition, several General Fund contingency transfer items are included below. Contingency transfers do not increase or decrease the overall budget. Rather, the contingency transfers shift resources within a fund. Contingency transfers greater than \$15,000 require Council approval and are therefore included as part of this Budget Amendment documentation. Finally, interfund loans also require Council approval and are therefore also included as part of this Budget Amendment documentation.

- 1. Wellborn Road/Harvey Mitchell Parkway Landscape AFA: \$382,054 (Budget Amendment)**
On August 18, 2008, Council approved an AFA with TxDOT in the amount of \$382,054.00 for landscape and hardscape improvements to be included in the vicinity of Wellborn Road and Harvey Mitchell Parkway. These improvements will coincide with the grade separation at this interchange. Funds for this AFA were not included in the FY08 Capital Projects budget, but are available Streets Capital Improvement Project Fund balance.
- 2. Wellborn Road Landscape AFA – FM 2818 to Highway 40: \$3,875 (Budget Amendment)**
On April 10, 2008, Council approved an AFA with TxDOT in the amount of \$92,984 to install, as part of the Wellborn Road Widening project, landscape and hardscape improvements on Wellborn Road from just south of 2818 to just south of State Highway 40. The appropriation for this AFA was included on FY08 Budget Amendment #2. TxDOT has received bids on the project, and the estimate for the City's share of the project is now \$96,859. This item will appropriate the additional budget needed for the project. These funds are available in the Streets Capital Improvement Project Fund balance.
- 3. Thomas/Adamson Pool Bath Houses: \$300,000 (Budget Amendment)**
The project budget for the Thomas Pool Bath House is \$333,000. Design, in the amount of \$33,000, was originally planned and budgeted for FY08 and construction, in the amount of \$300,000, was planned for FY09. The FY09 funds have not yet been budgeted. The construction bids on the Adamson Pool Bath House were recently received and are over the budget of that project. It is being proposed that a portion of the budget for the Thomas Pool Bath House be used for the Adamson Pool Bath House project. This will result in the need for additional funding on the Thomas Pool Bath House project, and will likely result in the delay of the Thomas Pool Bath House construction. This item will appropriate the remaining budget to the Thomas Pool Bath House project, a portion of which will then be transferred to the Adamson Pool Bath House project. Funding for these projects is from Certificates of Obligation issued in FY08 and these funds are available in the Parks Capital Improvement Projects Fund. The CO debt language was written in such a way that the funds can be used for either or both of these projects.
- 4. Zone 2 Parkland – University Park: \$31,468 (Budget Amendment)**
On August 18, 2008 Council approved a change order on the construction contract for University Park, Edelweiss Park and Woodland Hills Park. Funds for the portion of the change order applicable to University Park are available in the Parkland Dedication Zone 2 Fund balance, but are not budgeted. This item will appropriate the funds for this project in the Zone 2 Parkland Dedication Fund.
- 5. Memorial Cemetery: \$640,000 (Budget Amendment)**
On March 27, 2008, Council approved a contract for the construction of the Memorial Cemetery. It is anticipated that an additional funds in the amount of approximately \$640,000 will be needed to complete the Memorial Cemetery project. This amount was not included in the original budget and is for items such the Construction Inspector (approved by Council on August 6, 2008), change orders, staff time, easement acquisition and material testing. It is anticipated that funds generated by the Memorial Cemetery lot sales will be used to fund the additional anticipated expenses. However, if sufficient funds are not generated to support the additional expenses, additional Certificates of Obligation may be issued. This item will appropriate the additional funds for the project in the General Government Capital Improvement Projects Fund.
- 6. Eisenhower Land Purchase: \$73,000 (Budget Amendment)**
On August 18, 2008, Council approved a real estate contract in the amount of \$70,000 for the purchase of real estate needed for the future extension of Eisenhower Street. The purchase price of the property is \$70,000. Closing costs and associated expenses are estimated at \$3,000. This item will appropriate the budget for the land purchase. These funds are available in the Streets Capital Improvement Project Fund balance.
- 7. Purchased Power: \$3,044,000 (Budget Amendment)**
This item will appropriate funds for the unanticipated increase in the cost of purchased power. The increase in the purchased power costs is due primarily to increased usage by customers and increases due to usage will be offset by revenue received. These funds are available in the Electric Fund balance.

- 8. Channel 19 Improvements – \$45,843 (Budget Amendment)**
The Communications Department Staff requests the remaining EG fee receipts to improve CSTV-19 operations and support programming identified in the Communications Plan. Funds will be used purchase new equipment and supplies for the Channel 19 studio. \$45,843 has been received into project GG0407 and is available in the General Fund balance.
- 9. Replacement of Police Patrol Car - \$27,175 (Budget Amendment)**
This item is for the replacement of a police patrol vehicle that was totaled in a one-vehicle crash on May 14, 2008. The total amount approved for replacement of the vehicle is \$27,175 of which the Equipment Replacement Fund will contribute \$12,000; the Property Casualty Fund will contribute \$14,425 and the Police Department will contribute the \$750 deductible. All of the necessary funds are available in the designated fund balances. This item will appropriate the funds in the Equipment Replacement Fund for the replacement of the Police Patrol Car. In addition, as transfers between funds require Council approval, the item will provide for this approval.
- 10. Convention Center Land Purchase: Convention Center Fund: \$1,710,000; Hotel Tax Fund: \$2,510,000; Total: \$4,220,000 (Budget Amendment)**
This item will appropriate funds for the costs of a land purchase associated with a new Convention Center. These funds are available in the Hotel Tax Fund balance. The funds will be transferred from the Hotel Tax Fund to the Convention Center Fund for expenditure.
- 11. Red Light Camera Fund Expenses - \$35,000 (Budget Amendment)**
Staff from departments including Public Works, Finance, Municipal Court and the Police Department has spent time in the administration of the red light camera program. This time has been tracked as part of a project, but the salary and benefit expenses have occurred out of the General Fund. This item will appropriate funds in the Red Light Camera Fund for City staff time and expenses involved with administration of the red light camera program. These funds will be transferred from the Red Light Camera Fund to the General Fund to reimburse for expenses related to the program.
- 12. Legal Fees: \$70,000 (Budget Amendment)**
This item is for the appropriation of funds in the amount of \$70,000 for the estimated legal expenses associated with the litigation with the City of Bryan pertaining to BVSWMA. These funds will be budgeted in the General Fund and are available in the General Fund balance.
- 13. Economic Development Land Purchase: \$1,332,208 Economic Development Fund and \$200,000 General Fund (Budget Amendments); \$200,000 (General Fund Contingency Transfer); \$600,000 (Interfund Loans)**
On July 10, 2008, Council approved the purchase of land in the Northgate area for Economic Development purposes. \$400,000 for the land purchase is from the General Fund balance and \$332,208 is from the Economic Development Fund balance. In addition, interfund loans in the amount of \$200,000 each (\$600,000 total) from the Water, Wastewater and Electric funds will fund the balance of the purchase. The interfund loans will be repaid to the Utilities over a period of five years at \$40,000 per year per Utility. This item will appropriate funds in the amount of \$1,332,208 in the Economic Development Fund for the purchase of the land. \$400,000 of these funds will be transferred from the General Fund to the Economic Development Fund. \$200,000 will come from General Fund contingency and \$200,000 is available in the General Fund balance. As contingency transfers greater than \$15,000 must be approved by Council, this item will provide for approval of the contingency transfer. Finally, the item will provide for approval of the interfund loans from the Water, Wastewater and Electric Utilities as described above.
- 14. Roadway Impact Fee Study – \$57,000 (Budget Amendment); \$30,000 (General Fund Contingency Transfer)**
This item will appropriate funds for a roadway impact fee study as directed by Council. The goal of the study is for the consultant to lead in the development and implementation of a Roadway Impact Fee policy for the City of College Station. Funds for this item were not included in the FY08 Approved Budget. This item will appropriate funds in the amount of \$87,000 for the study. \$30,000 of this appropriation will come from General Fund contingency and will be appropriated to the Public Works Engineering budget. As contingency transfers greater than \$15,000 must be approved by Council, this item will provide for approval of the contingency transfer. The additional \$57,000 will be appropriated in the Streets Capital Improvement Projects budget and is available in the Streets Capital Improvement Projects fund balance.
- 15. Lodging Expenses for the Police Chiefs – \$24,083 (General Fund Contingency Transfer)**
The Police department is requesting funds to cover the lodging expenses for the interim and new Police Chiefs. The Police department has been able to use savings in other areas to cover costs associated with the interim Police Chief as well as a majority of expenses related to the new Police Chief's benefits package. The \$24,083 will cover the ninety days of lodging allowed for both Chief Whitmire and Chief Ikner per their respective

contracts. Lodging expenses related to Chief Whitmire total \$13,690 and \$10,393 for Chief Ikner. Funds for this appropriation are available in General Fund contingency. Per fiscal policy, contingency transfers greater than \$15,000 must be approved by Council, this item will provide for approval of the contingency transfer.

16. Internal Auditor Moving Expenses – \$15,162 (General Fund Contingency Transfer)

The Internal Auditor Division is requesting a general contingency transfer in the amount of \$15,162 to cover the contractual benefits package for the Internal Auditor. As a result of this division being budgeted for one individual, there are no areas of savings. Costs associated with this transfer include moving expenses, ninety days of lodging and two house hunting allowances as detailed in the contract. These expenses were not included in the original budget for the Internal Auditor. Funds for this appropriation are available in General Fund contingency. As contingency transfers greater than \$15,000 must be approved by Council, this item will provide for approval of the contingency transfer.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 3) AMENDING ORDINANCE NUMBER 2999 WHICH WILL AMEND THE BUDGET FOR THE 2007-2008 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2007-2008 Fiscal Year on September 13, 2007; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

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

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

Part 1: That Part 1 of the Budget Ordinance for the 2007-2008 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2007-2008 for the General Fund are \$58,872,147; for the Economic Development Fund are \$3,332,208; for the Streets Capital Improvement Projects Fund are \$10,556,373; for the Parks Capital Improvement Projects Fund are \$1,821,420; for the General Government Capital Improvement Projects Fund are \$7,839,723, for the Electric Fund are \$77,158,105; for the Water Fund are \$12,622,552; for the Wastewater Fund are \$13,163,095; for the Hotel Tax Fund are \$7,952,012; for the Red Light Camera Fund are \$258,750; for the Parkland Dedication Fund are \$788,682; for the Convention Center Fund are \$1,710,000 and for the Equipment Replacement Fund are \$4,891,336. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

Part 2: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:


City Attorney

September 11, 2008
Regular Agenda Item No. 4
Bike Loop-Longmire Drive Pedestrian Improvements
Project Final Design Presentation

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Public Hearing, presentation, possible action, and discussion concerning approval to advertise for construction bids for the Bike Loop project which includes pedestrian improvements to the intersection of Longmire and Harvey Mitchell Parkway.

Recommendation(s): Staff recommends proceeding with advertisement for the construction bid of the Longmire intersection improvements, bicycle lanes, and Bee Creek bridge.

Summary: The Bike Loop Project includes bicycle lanes on Longmire, Longmire Drive-FM 2818 intersection improvements, a pedestrian bridge across Bee Creek, and completion of the third and final phase of the College Station Bike Loop project. Staff recommends bidding the Bike Loop around Bee Creek Park project separately at a later date and proceeding forward at this time with the bid for the Longmire intersection improvements, bike lanes along Longmire, and the bridge across Bee Creek.

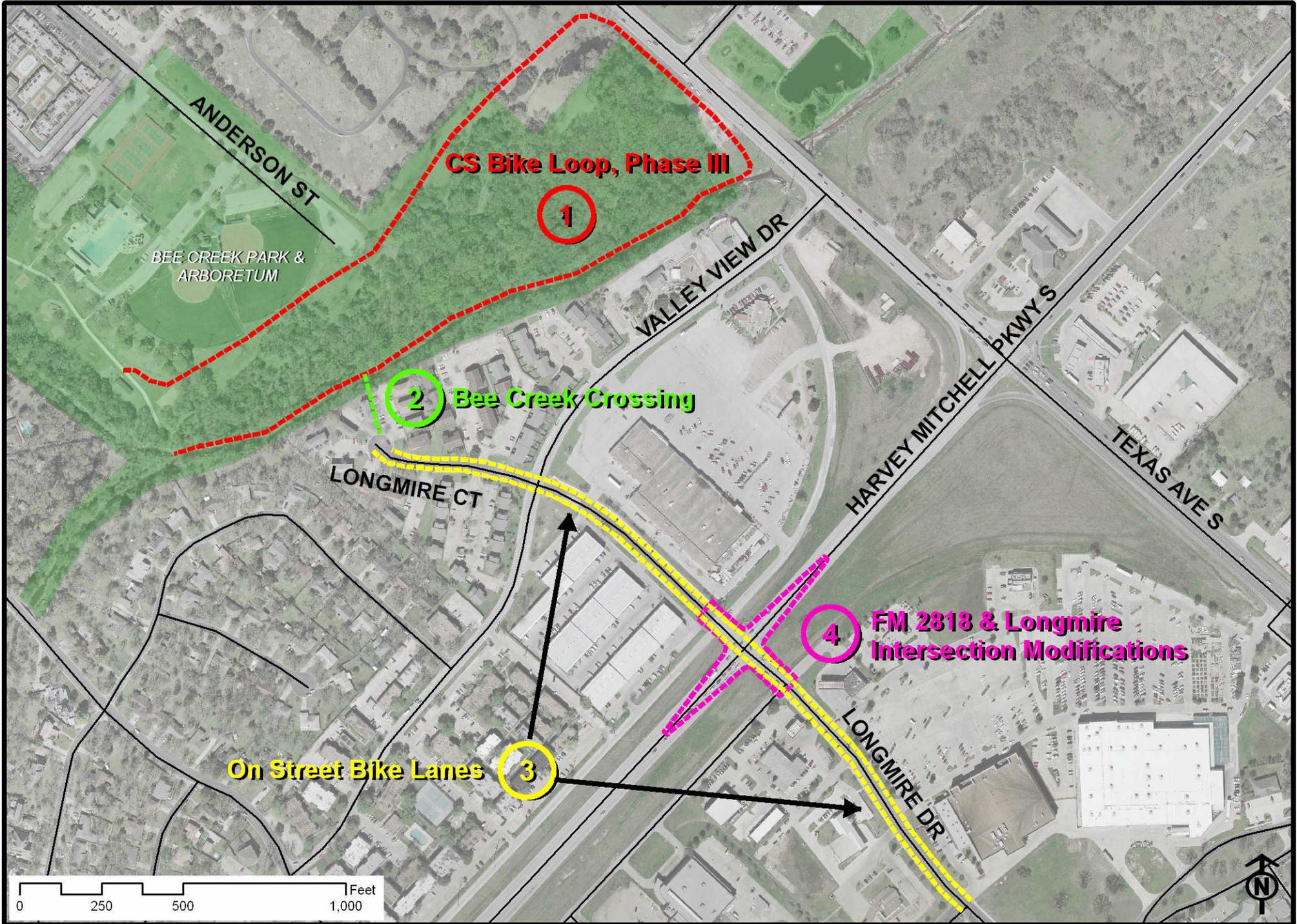
The requirements associated with the ISTEA grant for the Bike Loop will likely result in an increase in the construction cost. Staff is recommending that this potential cost increase associated with the grant be limited to only the bike loop phase of the project. Additionally, it is anticipated that TxDOT will need an additional 4 to 6 months to complete the administrative review of the Bike Loop portion of the project.

The Longmire Intersection design includes pedestrian improvements with channelized turn lanes, deceleration and acceleration lanes, medians on Longmire, and pedestrian crosswalks and signals. The intersection improvements along with the bike lanes on Longmire and the bridge crossing Bee Creek will increase multimodal mobility within the City.

Budget & Financial Summary: The construction cost for the Longmire improvements, striping and bridge is estimated at \$590,000. Funds in the amount of \$1,477,826 are budgeted for the 2005 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). Funds in the amount of \$109,096 have been expended or committed to date, leaving a balance of \$1,368,730.

Attachments:

- 1.) Project Map



September 11, 2008
Regular Agenda Item No. 5
William D. Fitch Parkway Widening Phase II
Final Design Presentation

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Public Hearing, presentation, possible action and discussion concerning approval to advertise for the William D. Fitch Pkwy Widening Phase II project construction bid.

Recommendation(s): Staff recommends proceeding with advertisement for the construction bid.

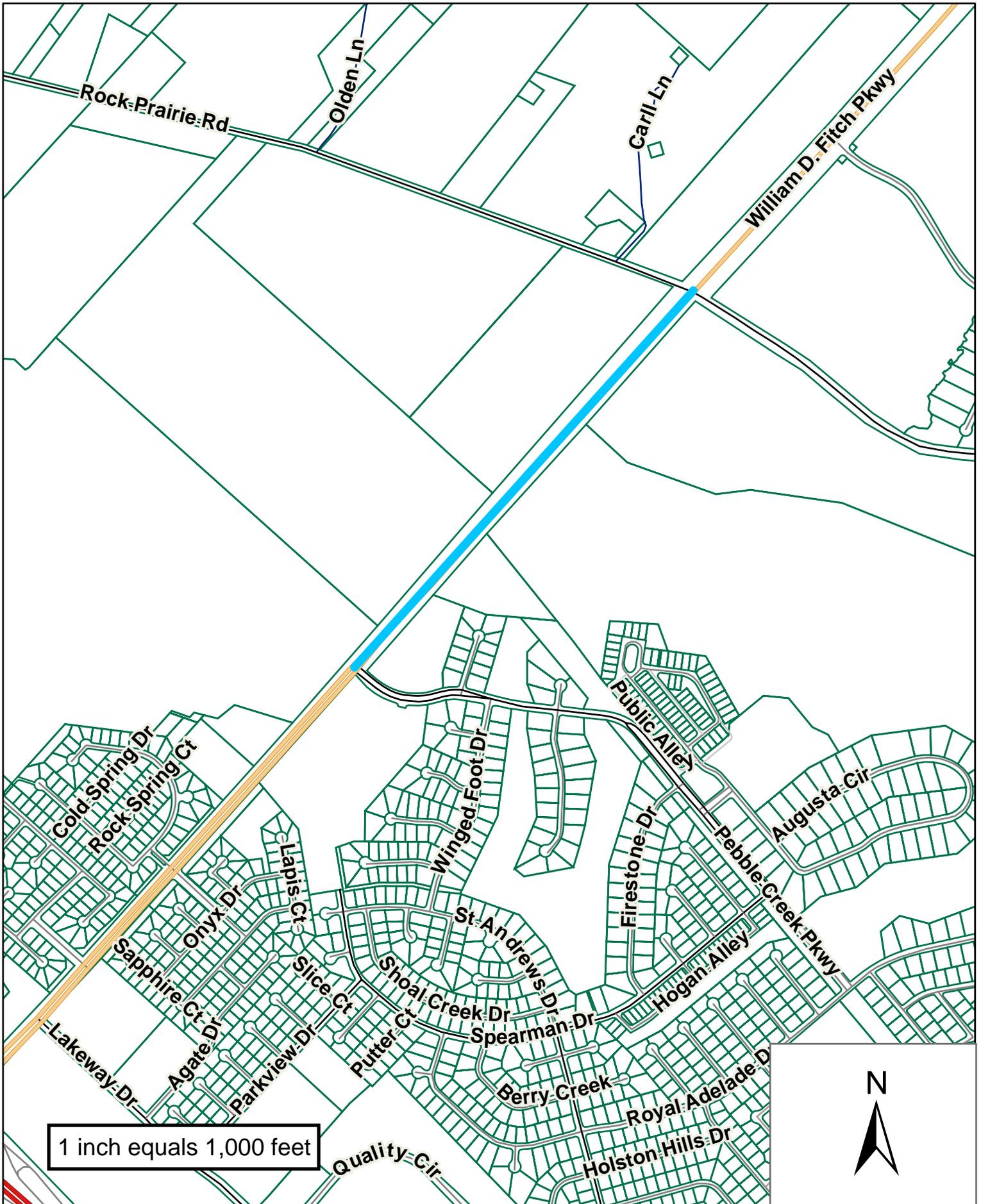
Summary: The William D. Fitch Pkwy Widening Phase II Project (ST-0520) will widen W.D. Fitch Pkwy from Pebble Creek Pkwy to Rock Prairie Road from two lanes to four with a raised median. The design includes a bridge over Lick Creek with modifications to the existing bridge, landscaping, sidewalks, bike lanes, street lighting, and drainage facilities.

Budget & Financial Summary: The construction cost is estimated at \$4,073,500. Funds have been budgeted in the amount of \$4,530,000 from the Street Capital Projects Fund and in the amount of \$25,000 from the Water Capital Projects Fund. Funds in the amount of \$350,576.02 have been expended or committed to date, leaving a balance of \$4,204,423.98.

Attachments:

- 1.) Project Map

William D. Fitch Pkwy Phase II
(ST-0520)



September 11, 2008
Regular Agenda Item No. 6
Rock Prairie Road East Widening Project Resolution

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Public Hearing, Presentation, possible action, and discussion regarding an Amendment to Resolutions Determining Need associated with the Rock Prairie Road East Widening, Design and ROW Project.

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

Summary: Council has previously approved three resolutions associated with right of way acquisition on Rock Prairie Road, from State Highway 6 to William D. Fitch. Since approval of the previous resolutions, the East Side Transportation Study was completed. The acceptance and adoption of this report resulted in an amendment to the City's Thoroughfare Plan which reclassified Rock Prairie Road.

Rock Prairie Road is currently a rural collector. Prior to the Thoroughfare Plan Amendment, Rock Prairie Road was classified as a Major Arterial (120-foot wide ROW) from SH 6 to William D. Fitch. The revisions to the Thoroughfare Plan classify Rock Prairie Road as a Major Arterial (120-foot wide ROW) from SH6 to Bird Pond, a Major Collector (80-foot wide ROW) from Bird Pond to Bradley, and a Minor Arterial (100-foot wide ROW) between Bradley and William D. Fitch.

Approval of this amendment will authorize staff to purchase the right-of-way and utility easements along Rock Prairie Road to allow for future roadway expansion projects.

Budget & Financial Summary: The total budget for design and land acquisition for the Rock Prairie Road Widening Design and ROW Project is \$2,969,000. Funding for this project is from the 2003 general obligation bond authorization. Funds in the amount of \$878,569.01 have been expended or committed to date (primarily for design), leaving a balance of \$2,090,430.99.

Attachments:

1. Resolution
2. Exhibit "A" – Part 1 – On file in the City Secretary's Office
3. Exhibit "A" – Part 2 – On file in the City Secretary's Office
4. Map

AMENDMENT TO RESOLUTIONS DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN AMENDMENT TO THREE PREVIOUSLY APPROVED RESOLUTIONS DETERMINING NEED BY REPLACING THE PROPERTY DESCRIPTIONS OF ALL THREE RESOLUTIONS WITH A NEW PROPERTY DESCRIPTION.

WHEREAS, the City Council of the College Station, Texas (“City”) previously authorized three resolutions for the Rock Prairie Widening Project, being Resolution No. 12-14-2006-13.03 on December 14, 2006; Resolution No. 3-8-2007-2c on March 8, 2007; and Resolution No. 3-22-2007-2d on March 22, 2007; and

WHEREAS, the City desires to substitute and replace the descriptions of the property to be acquired (the “Right-of-Way and Easements”) in the previously approved resolutions with a new description for the Right of Way and easements; now therefore;

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

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that the Right-of-Way and Easements described in Exhibit “A”, which is attached to this resolution, shall, upon execution of this resolution, substitute and replace the previously approved Right-of-Way and Easements in their entirety and shall become incorporated in the above referenced resolutions as though written fully therein.

PART 2: That all other parts of the previously authorized resolutions shall remain unchanged.

PART 3: 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

EXHIBIT "A" to Resolution Determining Need

Proposed Rock Prairie Road Rehabilitation
City of College Station
Texas Avenue through William D. Fitch Parkway Intersection
August 2008

Right-of-Way – Fee Simple Interest – SH 6 to Flying Ace Ranch

Being all those tracts or parcels of land necessary to widen the right-of-way of Rock Prairie Road from the east frontage road of Texas Avenue (State Highway 6) to the west line of that tract conveyed to the Flying Ace Ranch by deed recorded in Volume 3767 Page 237 of the Official Public Records of Brazos County. Right of way shall be widened from the present irregular width to a total right of way width of one hundred twenty feet (120'). The proposed north and south right of way boundary lines shall be parallel to the existing centerline of Rock Prairie Road and sixty feet (60') from the centerline. Said right of way tracts or parcels of land shall be acquired from the following lands:

Tract 1 All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of those tracts conveyed to Edward Uvacek, Jr. as 23.233 acre First Tract and 7 acre Second Tract by deed recorded in Volume 321, Page 664 of the Deed Records of Brazos County, Texas, and a part of that 4.507 acre Tract Two and that 15 acre Tract Four conveyed to Edward Uvacek, Jr. and wife Beatrice Uvacek by deed recorded in Volume 274, Page 383 of the Deed Records of Brazos County, Texas.

Tract 2 All that certain 1.354 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, designated as Lot 1, Block 1 on plat of Riviera Addition described by plat recorded in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas.

Tract 3 All that certain 0.96 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dr. Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas.

Tract 4 All that certain tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being described in deed to Marguerite H. Carroll, trustee, and Linda Carroll Lantz recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas.

Tract 5 All that certain 45.23 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas.

Tract 6 All that certain 45.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas.

Tract 7 All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dale W. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas.

Tract 27 All that certain 8.026 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to

Weingarten Investments, Inc. by deed recorded in Volume 8265, Page 152 of the Official Public Records of Brazos County, Texas.

Tract 28 All that certain 4.310 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Weingarten Investments, Inc. by deed recorded in Volume 7583, Page 108 of the Official Public Records of Brazos County, Texas.

Tract 29 All that certain 6.566 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Weingarten Investments, Inc. by deed recorded in Volume 7282, Page 72 of the Official Public Records of Brazos County, Texas.

Tract 30 All that certain 17.21 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that conveyed to Aggieland Realty Group, LLC by deed recorded in Volume 8381, Page 250 of the Official Public Records of Brazos County, Texas.

Tract 31 All that certain 30.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Public Records of Brazos County, Texas.

Tract 32 All that certain 25.79 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust, by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas.

Tract 33 All that certain 10.846 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas.

Tract 34 All that certain 341.60 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to W.G. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas.

Tract 35 All that certain 11 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas.

Right-of-Way – Fee Simple Interest – Flying Ace Ranch to Harris Drive

Being all those tracts or parcels of land necessary to widen the right-of-way of Rock Prairie Road from the west line of that tract conveyed to the Flying Ace Ranch by deed recorded in Volume 3767 Page 237 of the Official Public Records of Brazos County to Harris Drive. Right of way shall be widened from the present irregular width to a total right of way width of eighty feet (80'). The proposed south right of way boundary line shall be parallel to the existing centerline of Rock Prairie Road and sixty feet (60') from the centerline. The proposed north right of way boundary line shall be parallel to the existing centerline of Rock Prairie Road and twenty feet (20') from the centerline. Said right of way tracts or parcels of land shall be acquired from the following lands:

Tract 8 All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas.

Tract 9 All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas.

Tract 10 All that certain 0.06 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being Tract 3 conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas.

Tract 11 All that certain 4.45 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Lawrence Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas.

Tract 12 All that certain 210.92 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 7, in College Station, Brazos County, Texas, being that tract conveyed to Carter Lake Development Corporation by deed recorded in Volume 250, Page 330 of the Deed Records of Brazos County, Texas.

Tract 36 All of Lot 1 of the Rock Prairie Baptist Church addition as described by plat recorded in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas,

Tract 37 All that certain 14 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Hoyett Taylor, Jr. by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas.

Tract 38 All that certain 2.996 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas.

Tract 39 All that certain 2.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas.

Right-of-Way – Fee Simple Interest – Harris Drive through William D. Fitch Parkway

Being all those tracts or parcels of land necessary to widen the right-of-way of Rock Prairie Road from the west line of Harris Drive through the intersection of William D. Fitch Parkway, from the present irregular width to a total right of way width of one hundred feet (100'). The proposed south right of way boundary line shall be parallel to the existing centerline of Rock Prairie Road and sixty feet (60') from the centerline. The proposed north right of way boundary line shall be parallel to the existing centerline of Rock Prairie Road and forty feet (40') from the centerline. Additional area will be needed for the intersection of Rock Prairie Road and William D. Fitch Parkway, as depicted on the accompanying exhibit. Said right of way tracts or parcels of land shall be acquired from the following lands:

Tract 13 All that certain 3.57 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract designated as Harris Drive and conveyed to Carter Lake Home Owners Corporation by deed recorded in Volume 2414, Page 20 of the Official Public Records of Brazos County, Texas.

Tract 14 All that certain tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being Lot 1 in Carter Lake Acres as described by plat recorded in Volume 2517 Page 177 of the Official Public Records of Brazos County, Texas and being that tract conveyed to Jonathon Skare by deed recorded in Volume 3089, Page 241 of the Official Public Records of Brazos County, Texas.

Tract 15 All that certain 4.24 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Robert Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas.

Tract 16 All that certain 11.0 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Mary B. Bradley, trustee, by deed recorded in Volume 4108, Page 223 of the Official Public Records of Brazos County, Texas.

Tract 17 All that certain 1.41 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Roger Pompa by deed recorded in Volume 448, Page 236 of the Deed Records of Brazos County, Texas.

Tract 18 All that certain 10.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Marshall C. Durr by deed recorded in Volume 414, Page 238 of the Deed Records of Brazos County, Texas.

Tract 19 All that certain 3.37 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Nita M. Holliday by deed recorded in Volume 4148, Page 164 of the Official Public Records of Brazos County, Texas.

Tract 20 All that certain 5.005 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Cutting Edge Self-Storage Adt, L.C. by deed recorded in Volume 8584, Page 30 of the Official Public Records of Brazos County, Texas.

Tract 21 All the remainder of that certain 200 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dolly Dymple Olden by deed recorded in Volume 244, Page 433 of the Deed Records of Brazos County, Texas, and Arthur D. Olden Family Trust by deed recorded in Volume 3711, Pages 139 and 142 of the Official Public Records of Brazos County, Texas.

Tract 22 All that certain 50 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Lily Caroline Watson by deed recorded in Volume 252, Page 375 of the Deed Records of Brazos County, Texas.

Tract 23 All that certain 50 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to James Todd Carll by deed recorded in Volume 252, Page 439 of the Deed Records of Brazos County, Texas.

Tract 24 All that certain 75 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to James T. Carll by deed recorded in Volume 252, Page 434 of the Deed Records of Brazos County, Texas.

Tract 25 All that certain 1.583 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Robert Stanley by deed recorded in Volume 1947, Page 138 of the Official Public Records of Brazos County, Texas.

Tract 26 All that certain 35.37 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Hartzell Elkins by deed recorded in Volume 1920, Page 323 of the Official Public Records of Brazos County, Texas.

Tract 40 All that certain 19.61 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas.

Tract 41 All that certain 19.69 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas.

Tract 42 All that certain 66.32 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the City of College Station by deed recorded in Volume 4480, page 135 of the Official Public Records of Brazos County, Texas.

Tract 43 All that certain 1.88 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that 1.81 acre tract conveyed to the City of College Station by deed recorded in Volume 6382, Page 234 of the Official Public Records of Brazos County, Texas and that 0.07 acre tract described by Quit Claim recorded in Volume 6362, Page 208 of the Official Public Records of Brazos County, Texas.

Tract 44 All that certain 75.17 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1235, Page 59 of the Official Public Records of Brazos County, Texas.

Tract 45 All that certain 119.53 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1231, Page 288 of the Official Public Records of Brazos County, Texas.

Tract 46 All that certain 76.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the City of College Station by deed recorded in Volume 7159, Page 261 of the Official Public Records of Brazos County, Texas.

Tract 47 All that certain 44 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the College Station Independent School District by deed recorded in Volume 8413, Page 291 of the Official Public Records of Brazos County, Texas.

Public Utility Easement – SH 6 through William D. Fitch Parkway

Being all those tracts or parcels of land necessary to make up a continuous twenty foot (20') wide public utility easement along and adjoining the north side of the proposed north right of way boundary line of Rock Prairie Road and all those tracts or parcels of land necessary to make up a continuous twenty foot (20') wide public utility easement along and adjoining the south side of the proposed south right of way boundary line of Rock Prairie Road, from the east frontage road of Texas Avenue (State highway 6) to the east side of William D. Fitch Parkway. Said easement tracts or parcels being part of the following tracts of land:

Tract 00 PUE All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No 54, in Brazos County, Texas, being a part of the Plazas of Rock Prairie by plat recorded in Volume 7560, Page 225 of the Official Public Records of Brazos County, Texas.

Tract 1 PUE All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of those tracts conveyed to Edward Uvacek, Jr. as 23.233 acre First Tract and 7 acre Second Tract by deed recorded in Volume 321, Page 664 of the Deed Records of Brazos County, Texas, and a part of that 4.507 acre Tract Two and that 15 acre Tract Four conveyed to Edward Uvacek, Jr. and wife Beatrice Uvacek by deed recorded in Volume 274, Page 383 of the Deed Records of Brazos County, Texas.

Tract 2 PUE All that certain 1.354 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, designated as Lot 1, Block 1 on plat of Riviera Addition described by plat recorded in Volume 6607, Page 97 of the Official Public Records of Brazos County, Texas.

Tract 3 PUE All that certain 0.96 acre tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dr. Roy R. Luepnitz by deed recorded in Volume 4792, Page 42 of the Official Public Records of Brazos County, Texas.

Tract 4 PUE All that certain tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being described in deed to Marguerite H. Carroll, trustee, and Linda Carroll Lantz recorded in Volume 4297, Page 194 of the Official Public Records of Brazos County, Texas.

Tract 5 PUE All that certain 45.23 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Britton Rice by deed recorded in Volume 3387, Page 115 of the Official Public Records of Brazos County, Texas.

Tract 6 PUE All that certain 45.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Britt Rice by deed recorded in Volume 3636, Page 85 of the Official Public Records of Brazos County, Texas.

Tract 7 PUE All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dale W. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas.

Tract 8 PUE All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas.

Tract 9 PUE All that certain 26.25 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas.

Tract 10 PUE All that certain 0.06 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being Tract 3 conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas.

Tract 11 PUE All that certain 4.45 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Lawrence Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas.

Tract 12 PUE All that certain 210.92 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 7, in College Station, Brazos County, Texas, being that tract conveyed to Carter Lake Development Corporation by deed recorded in Volume 250, Page 330 of the Deed Records of Brazos County, Texas.

Tract 14 PUE All that certain tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being Lot 1 in Carter Lake Acres as described by plat recorded in Volume 2517 Page 177 of the Official Public Records of Brazos County, Texas and all of that tract conveyed to Jonathon Skare by deed recorded in Volume 3089, Page 241 of the Official Public Records of Brazos County, Texas.

Tract 15 PUE All that certain 4.24 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Robert Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas.

Tract 16 PUE All that certain 11.0 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Mary B. Bradley, trustee, by deed recorded in Volume 4108, Page 223 of the Official Public Records of Brazos County, Texas.

Tract 17 PUE All that certain 1.41 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Roger Pompa by deed recorded in Volume 448, Page 236 of the Deed Records of Brazos County, Texas.

Tract 18 PUE All that certain 10.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Marshall C. Durr by deed recorded in Volume 414, Page 238 of the Deed Records of Brazos County, Texas.

Tract 19 PUE All that certain 3.37 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Nita M. Holliday by deed recorded in Volume 4148, Page 164 of the Official Public Records of Brazos County, Texas.

Tract 20 PUE All that certain 5.005 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Cutting Edge Self-Storage Adt, L.C. by deed recorded in Volume 8584, Page 30 of the Official Public Records of Brazos County, Texas.

Tract 21 PUE All the remainder of that certain 200 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Dolly Dymple Olden by deed recorded in Volume 244, Page 433 of the Deed Records of Brazos County, Texas, and Arthur D. Olden Family Trust by deed recorded in Volume 3711, Pages 139 and 142 of the Official Public Records of Brazos County, Texas.

Tract 22 PUE All that certain 50 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Lily Caroline Watson by deed recorded in Volume 252, Page 375 of the Deed Records of Brazos County, Texas.

Tract 23 PUE All that certain 50 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to James Todd Carll by deed recorded in Volume 252, Page 439 of the Deed Records of Brazos County, Texas.

Tract 24 PUE All that certain 75 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to James T. Carll by deed recorded in Volume 252, Page 434 of the Deed Records of Brazos County, Texas.

Tract 25 PUE All that certain 1.583 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Robert Stanley by deed recorded in Volume 1947, Page 138 of the Official Public Records of Brazos County, Texas.

Tract 26 PUE All that certain 35.37 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Hartzell Elkins by deed recorded in Volume 1920, Page 323 of the Official Public Records of Brazos County, Texas.

Tract 27 PUE All that certain 8.026 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Weingarten Investments, Inc. by deed recorded in Volume 8265, Page 152 of the Official Public Records of Brazos County, Texas.

Tract 28 PUE All that certain 4.310 acre tract of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Weingarten Investments, Inc. by deed recorded in Volume 7383, Page 108 of the Official Public Records of Brazos County, Texas.

Tract 29 PUE All that certain 6.566 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Weingarten Investments, Inc. by deed recorded in Volume 7282, Page 72 of the Official Public Records of Brazos County, Texas.

Tract 30 PUE All that certain 17.21 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that 17.21 tract conveyed to Aggield Realty Group, LLC by deed recorded in Volume 8381, Page 250 of the Official Public Records of Brazos County, Texas.

Tract 31 PUE All that certain 30.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Public Records of Brazos County, Texas.

Tract 32 PUE All that certain 25.79 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Stewart Thompson, trustee for the Brian Howard Perry Trust, by deed recorded in Volume 1980, Page 272 of the Official Public Records of Brazos County, Texas.

Tract 33 PUE All that certain 10.846 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Jo Ann Atkins by deed recorded in Volume 267, Page 483 of the Deed Records of Brazos County, Texas.

Tract 34 PUE All that certain 341.60 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to W.G. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas.

Tract 35 PUE All that certain 11 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Willis S. Ritchey by deed recorded in Volume 260, Page 466 of the Deed Records of Brazos County, Texas.

Tract 37 PUE All that certain 14 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Hoyett Taylor, Jr. by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas.

Tract 38 PUE All that certain 2.996 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas.

Tract 39 PUE All that certain 2.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas.

Tract 40 PUE All that certain 19.61 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas.

Tract 41 PUE All that certain 19.69 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas.

Tract 42 PUE All that certain 66.32 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the City of College Station by deed recorded in Volume 4480, page 135 of the Official Public Records of Brazos County, Texas.

Tract 43 PUE All that certain 1.88 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that 1.81 acre tract conveyed to the City of College Station by deed recorded in Volume 6382, Page 234 of the Official Public Records of Brazos County, Texas and that 0.07 acre tract described by Quit Claim recorded in Volume 6362, Page 208 of the Official Public Records of Brazos County, Texas.

Tract 44 PUE All that certain 75.17 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1235, Page 59 of the Official Public Records of Brazos County, Texas.

Tract 45 PUE All that certain 119.53 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to Brazos Valley Solid Waste Management Agency by deed recorded in Volume 1231, Page 288 of the Official Public Records of Brazos County, Texas.

Tract 46 PUE All that certain 76.00 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the City of College Station by deed recorded in Volume 7159, Page 261 of the Official Public Records of Brazos County, Texas.

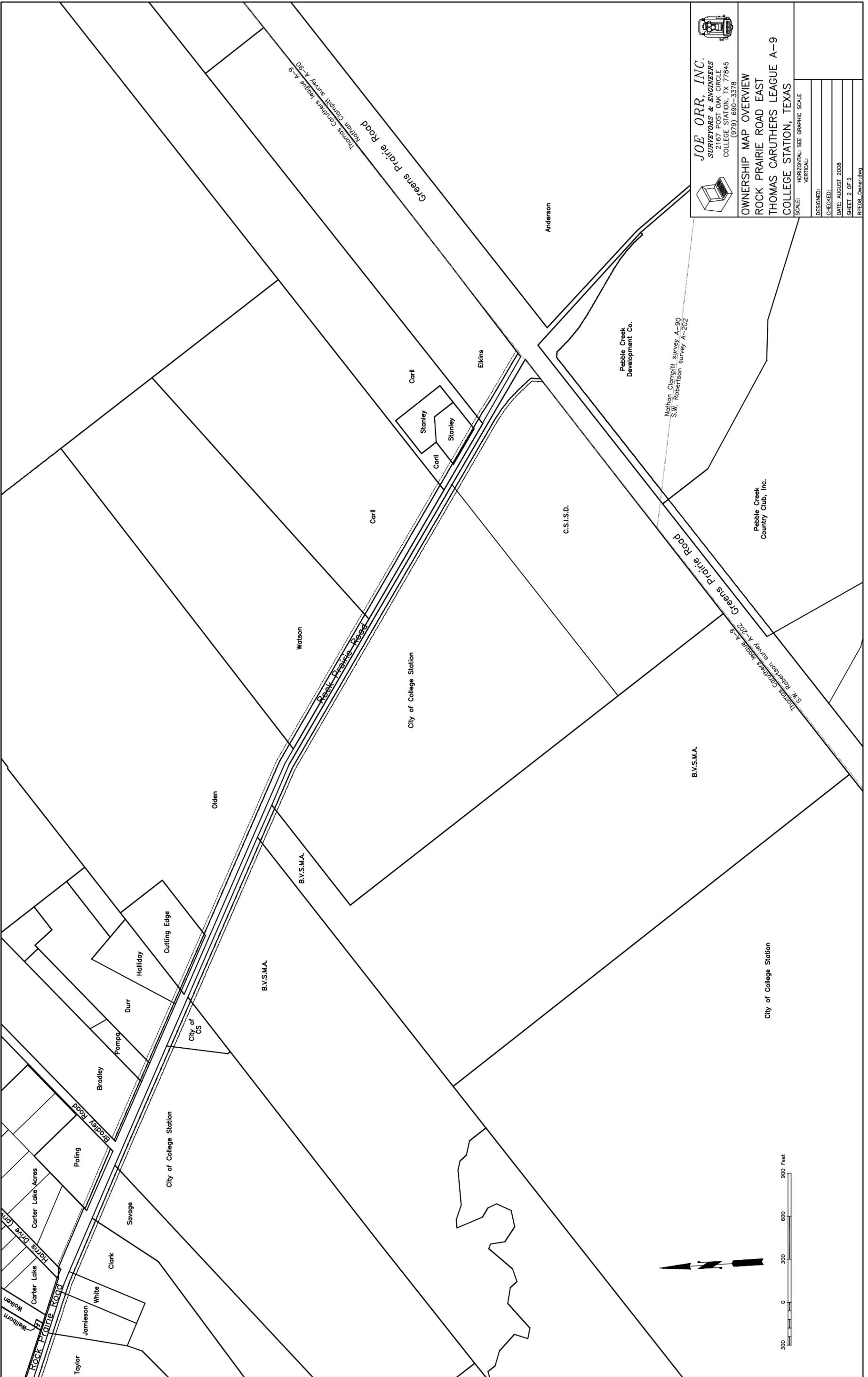
Tract 47 PUE All that certain 44 acre tract lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being that tract conveyed to the College Station Independent School District by deed recorded in Volume 8413, Page 291 of the Deed Records of Brazos County, Texas.




JOE ORR, INC.
 SURVEYORS & ENGINEERS
 2167 POST OAK CIRCLE
 COLLEGE STATION, TX 77845
 (979) 690-3378

OWNERSHIP MAP OVERVIEW
ROCK PRAIRIE ROAD EAST
THOMAS CARUTHERS LEAGUE A-9
COLLEGE STATION, TEXAS

SCALE:	HORIZONTAL: SEE GRAPHIC SCALE
	VERTICAL:
DESIGNED:	
CHECKED:	
DATE:	AUGUST 2008
SHEET:	1 OF 2
	RPE08_Conrad.dwg

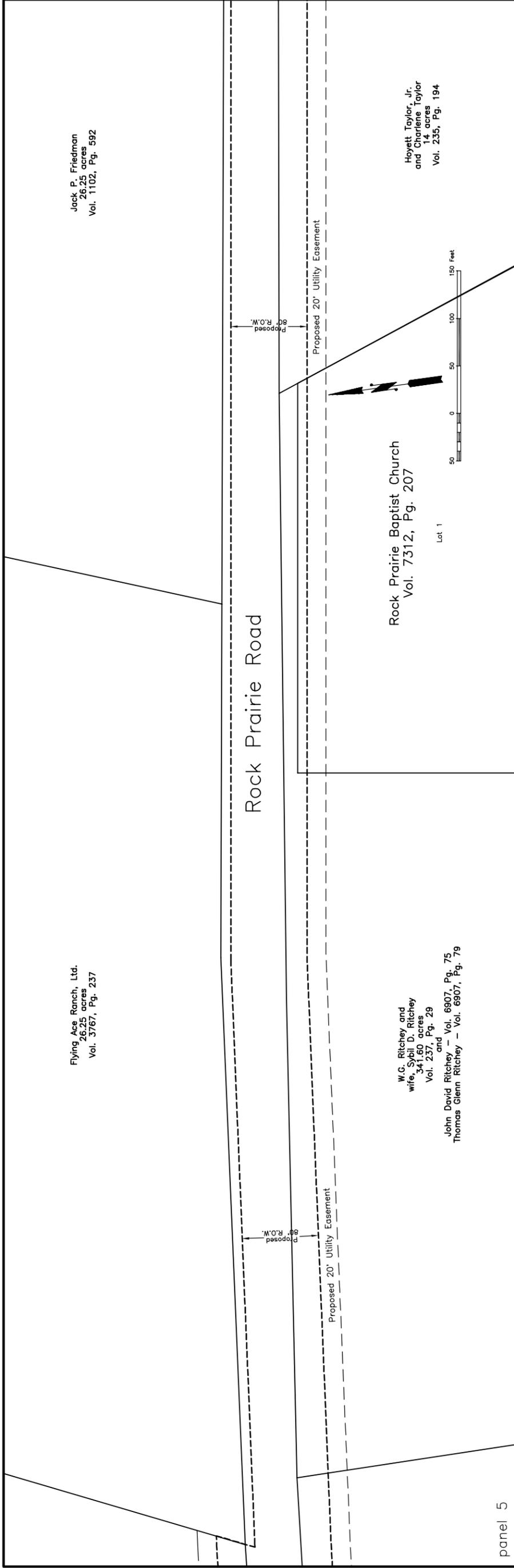


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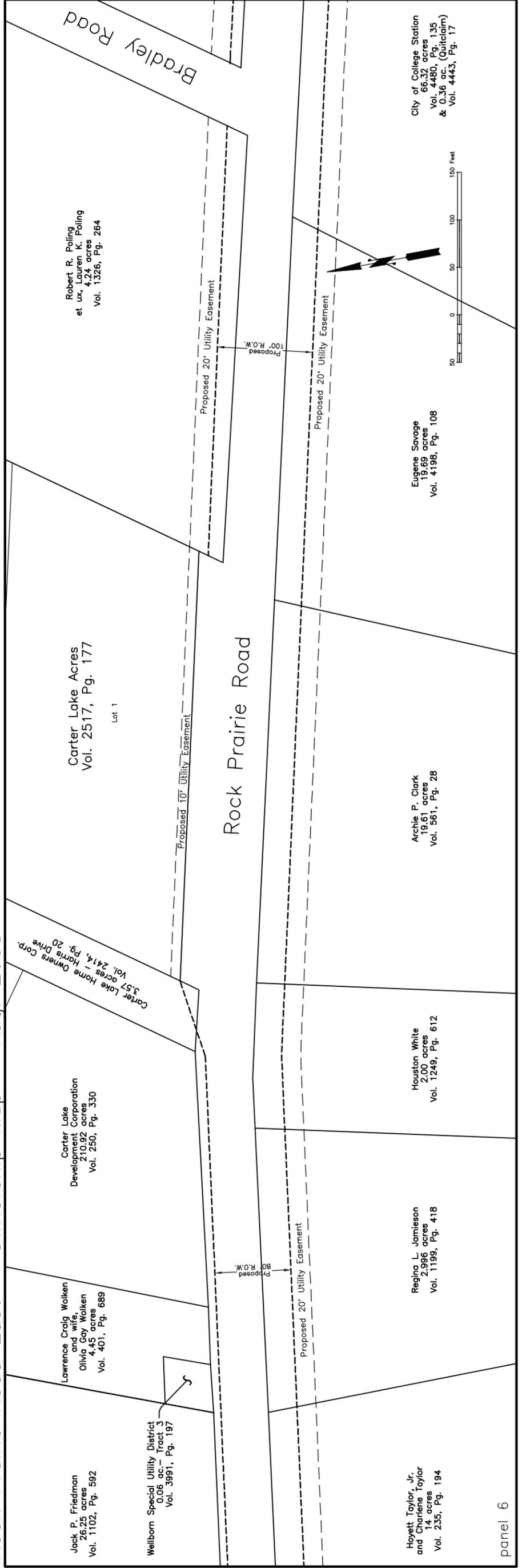
OWNERSHIP MAP OVERVIEW
 ROCK PRAIRIE ROAD EAST
 THOMAS CARUTHERS LEAGUE A-90
 COLLEGE STATION, TEXAS

SCALE: HORIZONTAL: SEE GRAPHIC SCALE
 VERTICAL:

DESIGNED:
 CHECKED:
 DATE: AUGUST 2008
 SHEET 2 OF 2
 RPE08_Constr.dwg



Rock Prairie Road East - Ownership Map - Aug. 2008



City of College Station
66.32 acres
Vol. 4480, Pg. 135
& 0.36 ac. (Quitclaim)
Vol. 4443, Pg. 17

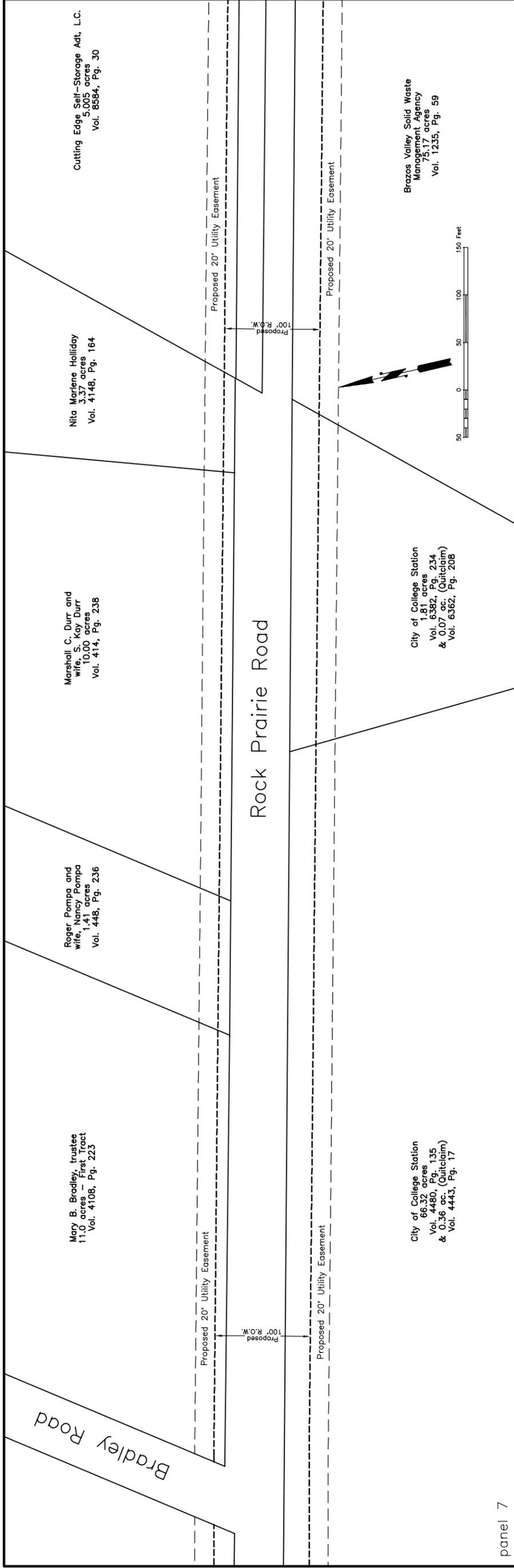
Eugene Savage
19.69 acres
Vol. 4198, Pg. 108

Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Houston White
2.00 acres
Vol. 1249, Pg. 612

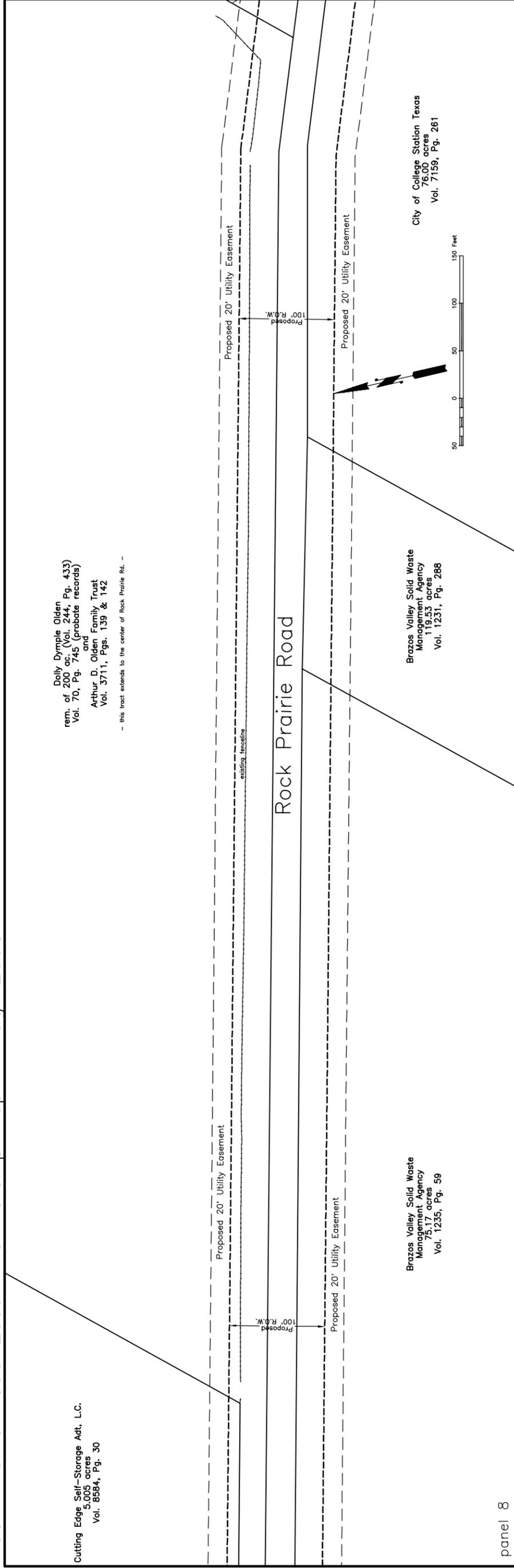
Regina L. Jamieson
2.986 acres
Vol. 1199, Pg. 418

Hayett Taylor, Jr. and Charlene Taylor
14 acres
Vol. 235, Pg. 194

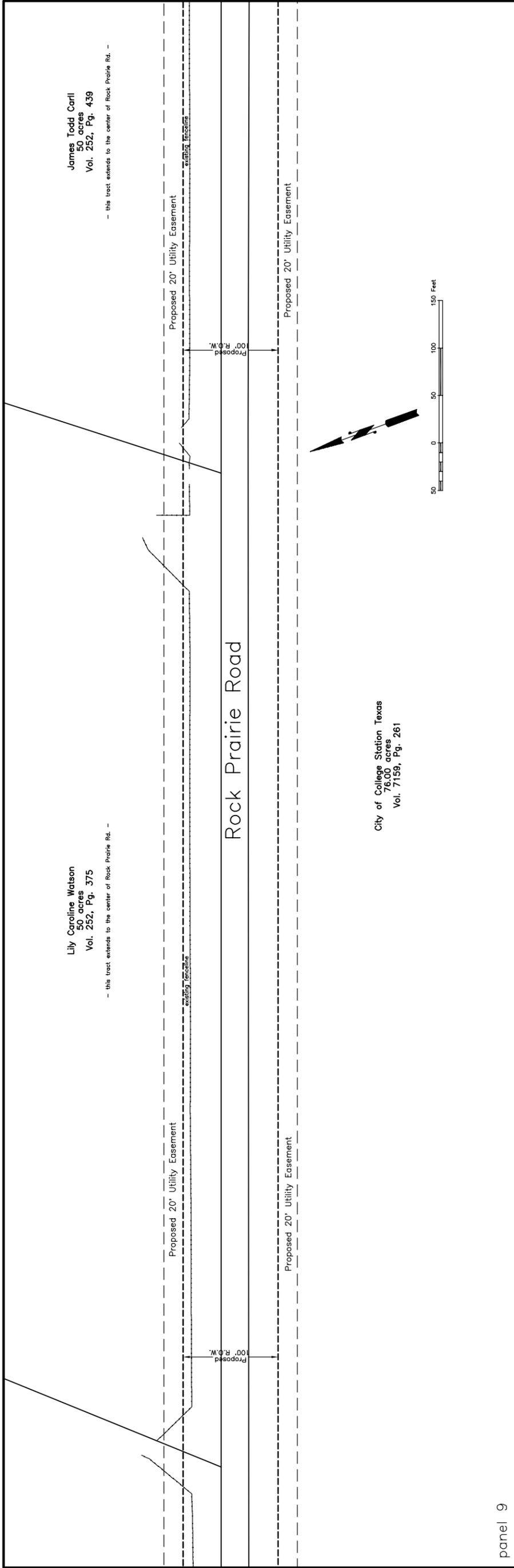


panel 7

Rock Prairie Road East – Ownership Map – Aug. 2008

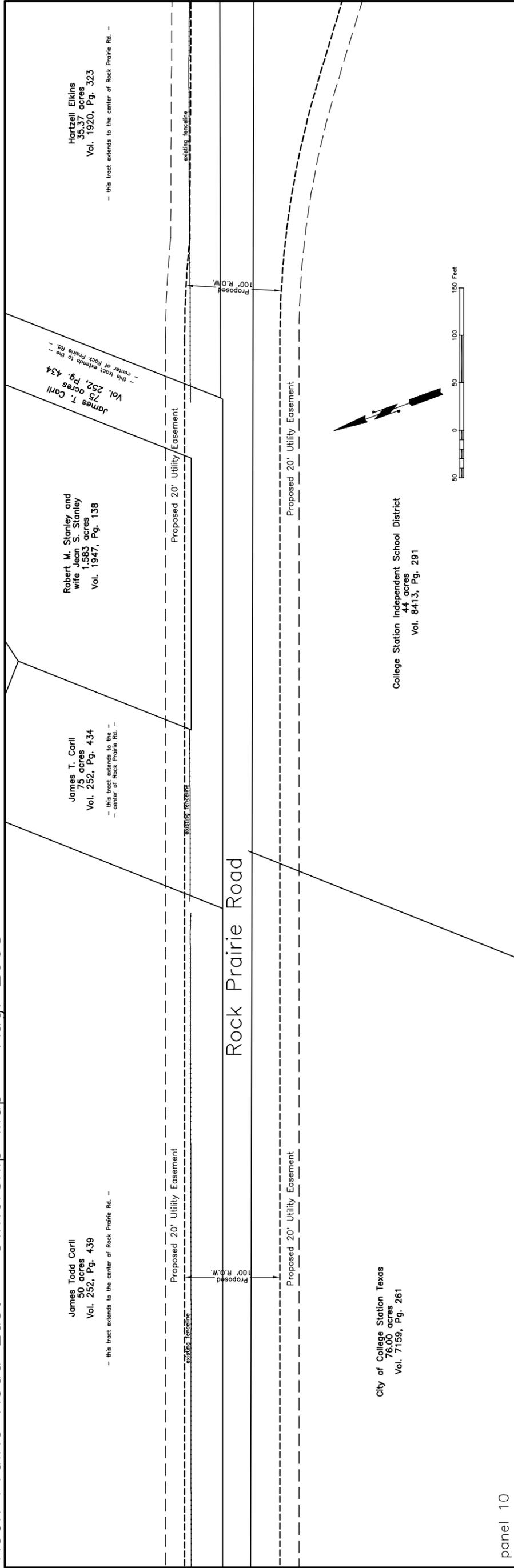


panel 8

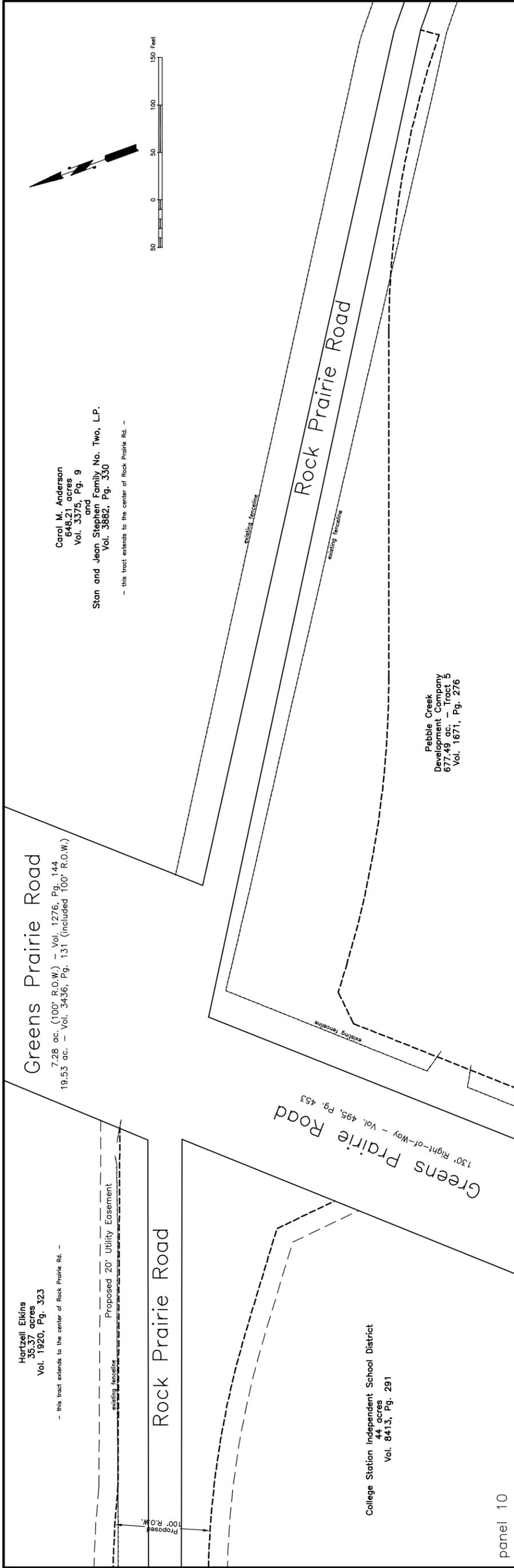


panel 9

Rock Prairie Road East – Ownership Map – Aug. 2008

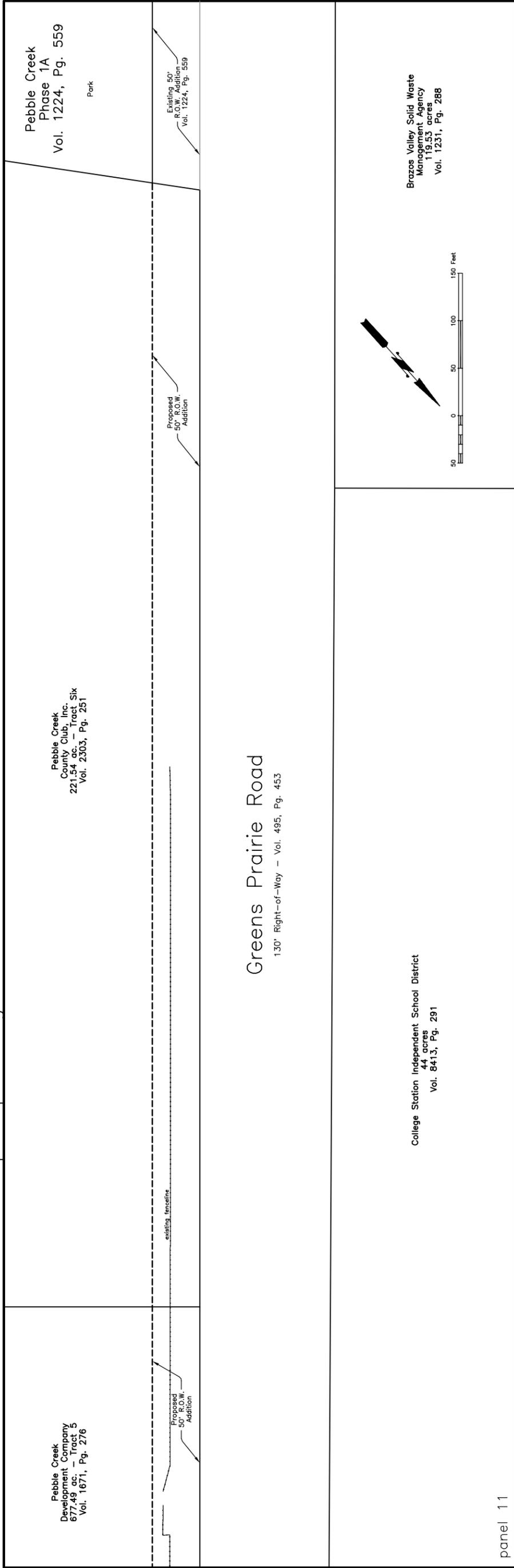


panel 10



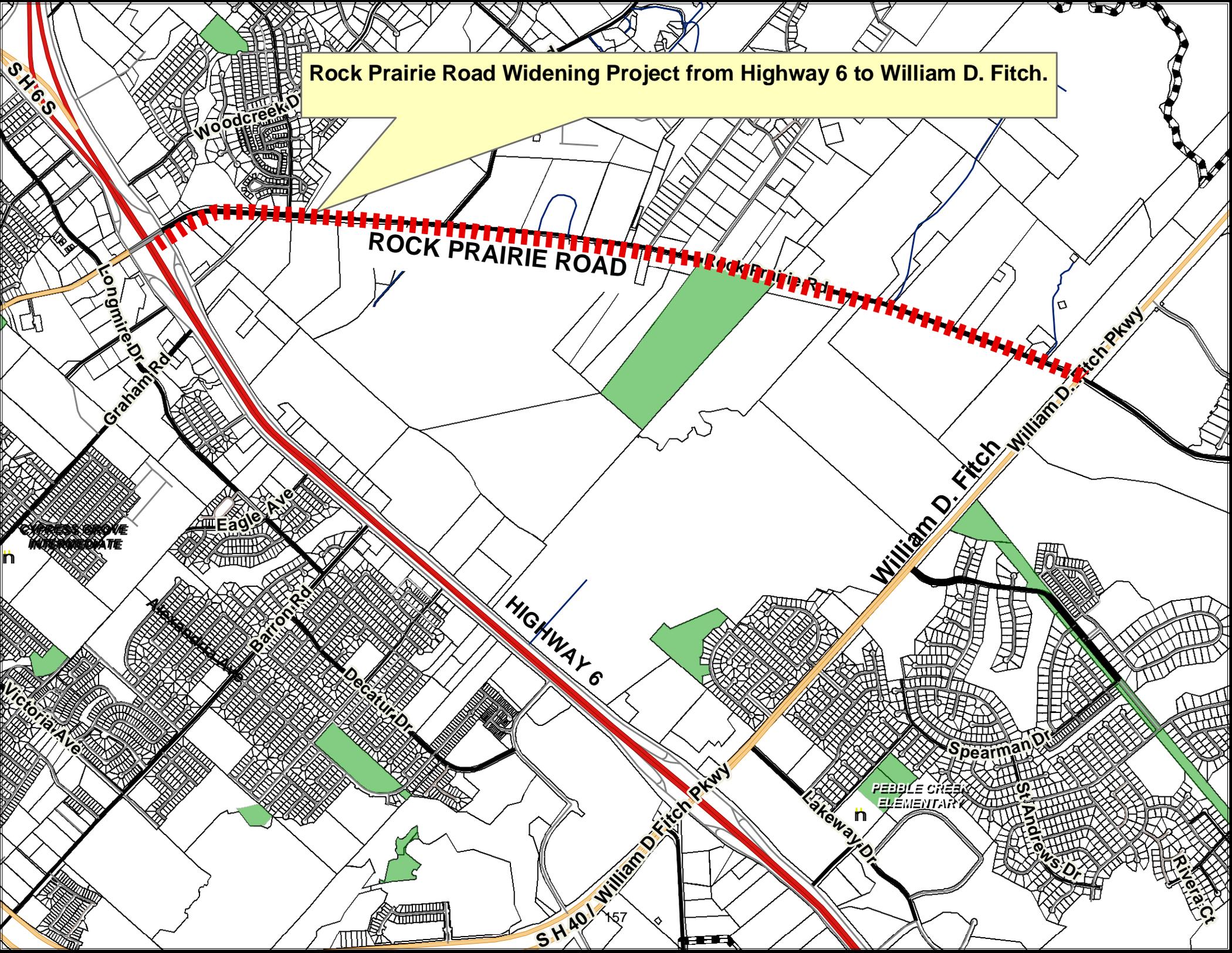
panel 10

Rock Prairie Road East - Ownership Map - Aug. 2008



panel 11

Rock Prairie Road Widening Project from Highway 6 to William D. Fitch.



September 11, 2008
Regular Agenda Item No. 7
UDO Amendment—Historic Preservation Enabling Ordinance

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on amendments to Chapter 12, City of College Station Code of Ordinances, Unified Development Ordinance Article 2 Development Review Bodies, Article 3 Development Procedures, Section 4.1 Establishment of Districts, Article 5 District Purpose Statements and Supplemental Standards, Article 10 Enforcement, and Section 11.2 Defined Terms as they relate to the creation of a Landmark Commission and Historic Preservation Overlay District.

Recommendation(s): The Planning & Zoning Commission and staff unanimously recommend approval of the ordinance amendment.

Summary: At the direction of City Council, Staff has been working on the creation of a historic preservation enabling ordinance that is intended to provide for the protection and preservation of places and areas of historical, cultural, and architectural importance and significance in College Station. While the City currently collects historic information and recognizes properties with historical markers, the current program is a social recognition and does not involve actual regulation of actions that change the property. Through the application of a Historic Preservation Overlay zoning district, property within a Historic Preservation district would be subject to higher standards for and greater regulation of construction, reconstruction, alteration, restoration, and rehabilitation.

In summary, the Historic Preservation (HP) Overlay draft ordinance provides for a new Landmark Commission, a member of staff designated as the Historic Preservation Officer, a Historic Preservation Overlay Zoning District, Certificates of Appropriateness and Demolition for properties under the overlay, and specific penalties for violations of the ordinance.

Budget & Financial Summary: If adopted, the City would need to establish a Historic Preservation Fund. Funding sources could be from the penalties collected from ordinance violations, grants, donations, hotel/motel taxes, and the City budget. The purpose of the fund would be to promote and implement historic preservation measures in the community.

Attachments:

1. Memo to the P&Z dated Jun 19, 2008
2. Minutes from the August 14, 2008 P&Z meeting
3. Ordinance



1101 Texas Avenue, PO Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

June 19, 2008

TO: Members of the Planning & Zoning Commission
FROM: Molly Hitchcock, AICP, Planning Administrator
SUBJECT: **Historic Preservation Enabling Ordinance**

Item summary: Public hearing, presentation, possible action, and discussion on amendments to Chapter 12, City of College Station Code of Ordinances, Unified Development Ordinance Article 2 Development Review Bodies, Article 3 Development Procedures, Section 4.1 Establishment of Districts, Article 5 District Purpose Statements and Supplemental Standards, Article 10 Enforcement, and Section 11.2 Defined Terms as they relate to the creation of a Landmark Commission and Historic Preservation Overlay District.

Item background: At the direction of City Council, Staff has been working on the creation of a historic preservation enabling ordinance that is intended to provide for the protection and preservation of places and areas of historical, cultural, and architectural importance and significance in College Station. While the City currently collects historic information and recognizes properties with historical markers, the current program is a social recognition and does not involve actual regulation of actions that change the property. Through the application of a Historic Preservation Overlay zoning district, property within a Historic Preservation district would be subject to higher standards for and greater regulation of construction, reconstruction, alteration, restoration, and rehabilitation.

A draft enabling ordinance from the Texas Historical Commission, enacted ordinances from other Texas communities, discussions with the Texas Historical Commission and other communities, discussions with local stakeholders, and input from the City's consultant, Quimby McCoy Historic Preservation Architecture, have all contributed to the proposed ordinance for College Station.

In summary, the Historic Preservation (HP) Overlay draft ordinance provides for the following:

A new board

A Landmark Commission would be created to provide expertise regarding historic preservation as it relates to zoning and development. The Commission's main duties would be to survey and maintain an inventory of significant historical and cultural resources in College Station, act in an advisory role in regards to the protection of historic resources, make recommendations to the P&Z regarding the application of the HP Overlay, make recommendations to state and federal governments regarding national historic recognition, make recommendations to Council regarding the use of donated funds to promote the use of Historic Preservation Overlay districts, and act upon requests for Certificates of Appropriateness and Certificates of Demolition.

New staff responsibilities

A member of City staff would be the City's Historic Preservation Officer (HPO). HPO responsibilities would include acting as the staff liaison for the Landmark Commission and coordinating the activities of the Commission with other preservation organizations. The HPO would review and report on applications related to the Historic Preservation Overlay, and would assist applicants (when necessary) with the completion of Designation Reports for rezoning application.

A new overlay zoning district

A Historic Preservation Overlay zoning district would be established so that the goal of historic preservation could be forwarded through zoning regulation. As an overlay, actual land uses allowed by the base zoning district would not be affected; therefore, the overlay could be applied to residential property as well as commercial. The overlay would provide for standards greater than for those properties with no overlay. The overlay could be applied to a single property, a group of properties, or a larger area—there would be no minimum or maximum area as long as the criteria for designation were being met.

As drafted, to be eligible for consideration of designation, a property or group of properties would have to be a minimum of 40 years old, meet a criteria of historic significance, and possess integrity. The proposed criteria for historic significance are as follows:

1. Possess significance in history, architecture, archeology, and culture;
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
3. Is associated with events that have made a significant impact in our past;
4. Embody the distinctive characteristics of a type, period, or method of construction;
5. Represent the work of a master designer, builder, or craftsman;
6. Represent an established and familiar visual feature of the neighborhood or city; and/or
7. Is eligible for listing on the National Register of Historic Places, Recorded Texas Historic Landmark, or a State Archaeological Landmark, as determined by the Texas Historical Commission.

Typically, a rezoning is considered by the Planning & Zoning Commission, who then sends their recommendation to City Council. It is proposed that a request to apply a Historic Preservation Overlay zoning district would first be considered by the Landmark Commission before going to the P&Z.

Heightened regulation for properties under the overlay

To ensure the integrity of the historic value of a site, virtually all changes to a property or structure that would be visible from a public right-of-way would be subject to regulation. Construction, reconstruction, restoration, rehabilitation, and material and color changes would be subject to the Landmark Commission's consideration of a Certificate of Appropriateness (COA). Appeals to Commission's decision on a COA would be to City Council.

Any proposed demolition or removal of any structure or portion thereof would have to obtain a Certificate of Demolition (COD). For a COD to be approved, a property owner would have to prove that:

1. The structure would be replaced with a new structure that is more appropriate and compatible with the Historic Preservation Overlay district,
2. No economically viable use of the property exists,
3. The structure poses an imminent threat to public health or safety, and/or
4. The structure is noncontributing to the Historic Preservation Overlay district.

Provisions are also proposed to prevent demolition by neglect of property in the overlay.

Specific penalties for noncompliance

A person that violates the ordinance as it relates to COAs and CODs would be held criminally responsible for their actions. They would be required to restore or replicate the damage to the property, and fines collected would be forwarded to a Historic Preservation Fund that would be used to promote and implement historic preservation measures in the community.

Staff hosted two community meetings on February 13, 2008 to receive input on the proposed language. The majority of those comments were in general support for the ordinance. There were concerns about the membership of the Landmark Commission that resulted in changes to the draft. There was also some discussion of having a percentage of homeowners apply for a larger district, similar to an application for a single-family overlay. Since the Historic Preservation Overlay could be applied to one or any number of properties and because the overlay would be the most restrictive in the City, the ordinance draft was left as proposed. If a property owner does not want to pursue the overlay for his/her property, the rezoning could be initiated by City Council, the P&Z, or the Administrator.

Attachments:

1. Proposed UDO Section 2.4, Landmark Commission (new UDO section)
2. Redlined UDO Section 2.6 Administrator
3. Redlined UDO Section 2.9 Summary of Review Authority
4. Redlined UDO Section 3.1 General Approval Procedures
5. Redlined UDO Section 3.2 Zoning Map Amendment (Rezoning)



CITY OF COLLEGE STATION
Planning & Development Services

6. Proposed UDO Section 3.9 Certificates of Appropriateness (new UDO section)
7. Proposed UDO Section 3.10 Certificates of Demolition (new UDO section)
8. Redlined UDO Section 3.11 Building Permit
9. Redlined UDO Section 4.1 Establishment of Districts
10. Proposed UDO Section 5.10 Historic Preservation Overlay District (new UDO section)
11. Proposed UDO Section 10.5 Specific Penalties for Certificates of Appropriateness and Certificates of Demolition (new UDO section)
12. Redlined UDO Section 11.2 Defined Terms



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, August 14, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman Noel Bauman, Paul Greer, Doug Slack and Hugh Stearn

COMMISSIONERS ABSENT: Chairman Nichols, Bill Davis and Thomas Woodfin

CITY COUNCIL MEMBERS PRESENT:

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Matt Robinson, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Assistant Director Gabriel Elliott, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

8. Public hearing, presentation, possible action, and discussion on amendments to Chapter 12, City of College Station Code of Ordinances, Unified Development Ordinance Article 2 Development Review Bodies, Article 3 Development Procedures, Section 4.1 Establishment of Districts, Article 5 District Purpose Statements and Supplemental Standards, Article 10 Enforcement, and Section 11.2 Defined Terms as they relate to the creation of a Landmark Commission and Historic Preservation Overlay District. **Case #08-00500001 (MH)**

Molly Hitchcock, Planning Administrator, presented the Historic Preservation Enabling Ordinance. She stated that ordinance currently states that to be eligible for consideration the property must meet one of the criteria for historic significance. The consultant requested that the property meet two of the criteria for historic significance.

Acting Chairman Bauman opened the public hearing.

Jerry Cooper, 602 Bell Street, College Station, Texas; Judy Hugill, 904 Francis Drive, College Station, Texas; Mike Luther, 614 Welsh Avenue, College Station, Texas. The citizens spoke in favor of the ordinance. Mr. Cooper asked that one of the alternates to the Landmark Commission be a property owner.

Acting Chairman Bauman closed the public hearing.

Ms. Hitchcock stated that her concern with the alternate being a property owner is there would be a possibility that a quorum will consist of only property owners and there would not be anyone present with a technical background.

There was general discussion regarding the ordinance.

Commissioner Stearn motioned to recommend approval of the ordinance with the condition that two of the criteria for historical significance are met and one of the two alternates for the Landmark Commission meet the qualifications of category b and the other alternate meet the qualifications of category a, c or d.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 2.5.B, "ADMINISTRATOR, POWERS AND DUTIES", SECTION 2.8, "SUMMARY OF REVIEW AUTHORITY", SECTION 3.1.F, "GENERAL APPROVAL PROCEDURES, REQUIRED PUBLIC NOTICE", SECTION 3.2, "ZONING MAP AMENDMENT (REZONING)," SECTION 3.9.A, "BUILDING PERMIT, BUILDING PERMIT REQUIRED", SECTION 4.1, "ESTABLISHMENT OF DISTRICTS," AND SECTION 11.2, "DEFINED TERMS," AND ADDING SECTION 2.4, "LANDMARK COMMISSION", SECTION 3.9, "CERTIFICATE OF APPROPRIATENESS", SECTION 3.10, "CERTIFICATE OF DEMOLITION", SECTION 5.10, "HISTORIC PRESERVATION OVERLAY DISTRICT", AND SECTION 10.5, "SPECIFIC PENALTIES FOR CERTIFICATES OF APPROPRIATENESS AND CERTIFICATES OF DEMOLITION" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 2.5.B, "Administrator, Powers and Duties", Section 2.8, "Summary of Review Authority", Section 3.1.F, "General Approval Procedures, Required Public Notice", Section 3.2, "Zoning Map Amendment (Rezoning)," Section 3.9.A, "Building Permit, Building Permit Required", Section 4.1, "Establishment of Districts", and Section 11.2, "Defined Terms"; and adding Section 2.4, "Landmark Commission", Section 3.9, "Certificate of Appropriateness", Section 3.10, "Certificate of Demolition", Section 5.10, "Historic Preservation Overlay District", and Section 10.5, "Specific Penalties for Certificates of Appropriateness and Certificates of Demolition" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this 11 day of September, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"**I.**

That Chapter 12, "Unified Development Ordinance," Section 2.5.B, "Administrator, Powers and Duties" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Sections 2.5.B.4 and 2.5.B.5 to read as follows:

2.5 Administrator**B. Powers and Duties**

The Administrator shall have the following powers and duties:

4. Final Action

The Administrator shall review and take final action on the following:

- a. Sign permits;
- b. Site plans (not Wolf Pen Creek District site plans);
- c. Administrative adjustments;
- d. Minor and amending plats;
- e. Determination of building plot (Section 7.1, General Provisions);
- f. Minor Wolf Pen Creek District projects;
- g. Amendments to the color palette for Northgate roof colors;
- h. Certificate of Appropriateness Routine Maintenance Work reviews; and
- i. Alternative parking plans (Section 7.2, Off-Street Parking).

5. Other Duties

- a. The Administrator, or his designee, shall serve as the Historic Preservation Officer (HPO) for the City of College Station. As such, the HPO shall serve as a representative for the Landmark Commission and shall be responsible for coordinating the Landmark Commission's preservation activities with the Historic Preservation Advisory Committee, those of state and federal agencies, and with local, state, and national nonprofit preservation organizations.
- b. The Administrator shall perform other duties imposed under the provisions of the CITY OF COLLEGE STATION CODE OF ORDINANCES, as amended from time-to-time.

II.

That Chapter 12, “Unified Development Ordinance,” Section 2.8, “Summary of Review Authority” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 2.8, “Summary of Review Authority” to read as follows:

2.8 Summary of Review Authority

The following table summarizes the authority of the various review bodies and staff.

PROCEDURE	CC	P&Z	ZBA	DRB	LC	Admin.	BO	DE
CITY COUNCIL (CC)								
Oversize Participation	D							R
Development Agreement	D					RR		R
Conditional Use permit	D	R				RR		
Zoning Map Amendment	D	R				RR		
Zoning Map Amendment (HP)	D	R				RR		
PDD / P-MUD Concept Plan	D	R				RR		
Text Amendment	D	R				RR		
Comp. Plan Amendment	D	R				RR		
Impact Fee / CIP Priorities	D	R						
PLANNING & ZONING COMMISSION (P&Z)								
Zoning Map Amendment (HP)		R			R	RR		
Master Plans		D				RR		R
Preliminary Plat		D				RR		R
Final Plat		D				RR		R
Development Plat		D				RR		R
Waiver of Subdivision Standard		D				RR		R
ZONING BOARD OF ADJUSTMENT (ZBA)								
Variance			D			RR	RR	RR
Administrative Appeal			D			R		
Zoning Map Interpretation			D			R		
DESIGN REVIEW BOARD (DRB)								
WPC District Site Plan		A		D		R		
WPC District Building/Sign Review		A		D		R		
WPC Parking Waivers		A		D		R		
NG Waivers				D		R		
Non-Residential Arch. Standards Waiver				D		RR		
Gateway Grants	A			D		RR		
LANDMARK COMMISSION (LC)								
Certificates of Appropriateness	A				D	RR		
Certificates of Demolition	A				D	RR		
ADMINISTRATOR								
Interpretation		A**	A			D		
Sign Permit			A			D		
Site Plan		A		A*		D		
Administrative Adjustment			A			D		
WPC District Building or Sign, Minor			A			D		
Minor or Amending Plat		A				D		R

PD Concept Plan Minor Amend.		A				D		
NG Roof Color Palette Amendment		A				D		
Certificate of Appropriateness, Routine					A	D		
Alternative Parking Plans		A				D		R
BUILDING OFFICIAL (BO)								
Building Permit							D	
Certificate of Occupancy						R	D	
Certificate of Completion						R	D	R
DEVELOPMENT ENGINEER (DE)								
Development Permit								D
Driveway Application				A				D
Alternative Const. Material				A				D
*Section 3.5.E. Site Plan Review Criteria and 3.6.E. Wolf Pen Creek Design District General Site Plan Review Criteria only. **Subdivision Regs. only. KEY: A=Appeal R=Recommend D=Final Action/Decision RR=Review/Report								

Per Ordinance No. 2981 (May 24, 2007)

Per Ordinance No. 3007 (September 27, 2007)

III.

That Chapter 12, “Unified Development Ordinance,” Section 3.1.F, “General Approval Procedures, Required Public Notice” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Sections 3.1.F.1 and 3.1.F.4 to read as follows:

3.1 General Approval Procedures

F. Required Public Notice

1. Summary of Notice Required

Notice shall be required for development review as shown in the following table.

Application Type	Published	Mailed	Agenda Posted
Comprehensive Plan Amendment	X		X
Zoning Map Amend. (Rezoning)	X	X	X
UDO Text Amendment	X		X
Conditional Use Permit	X	X	X
Subdivision - Replats*	X*	X*	X
Design District - Site Plan/Bldg.			X
Certificate of Appropriateness			X
Certificate of Demolition (No economically viable use)	X	X	X
Variances – ZBA	X	X	X
Appeals – Site Plan & Driveway			X
Waiver – Subdivision Design			X
Waiver – Buffer Requirements			X
Administrative Appeals	X		X

* Only when required per the Local Government Code.

4. Required Public Hearings

The following table illustrates the types of review requiring a public hearing and the review body responsible for conducting the hearing.

Application Type	Zoning Board of Adjustment	Landmark Commission	Planning and Zoning Commission	City Council
Comprehensive Plan Amendment			X	X
Zoning Map Amendment (Rezoning)			X	X
Zoning Map Amendment (Rezoning—Historic Preservation Overlay District)		X	X	X
Certificate of Demolition (No economically viable use)		X		
UDO Text Amendment			X	X
Conditional Use Permit			X	X
Subdivision*			X	
Variances – ZBA	X			
Administrative Appeals	X			

* Only when required per the LOCAL GOVERNMENT CODE.

IV.

That Chapter 12, “Unified Development Ordinance,” Section 3.2, “Zoning Map Amendment (Rezoning)” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 3.2, “Zoning Map Amendment (Rezoning)” to read as follows:

3.2 Zoning Map Amendment (Rezoning)**A. Purpose**

To establish and maintain sound, stable, and desirable development within the territorial limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area or extend the boundary of an existing zoning district. All amendments shall be in accordance with the Comprehensive Plan, which may be amended according to the procedure in Section 3.19, Comprehensive Plan Amendment.

B. Initiation of Amendments

An amendment to the Official Zoning Map may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

C. Amendment Application

A complete application for a zoning map amendment shall be submitted to the Administrator as set forth in Section 3.1.C, Application Forms and Fees.

1. Application requests for a Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) shall provide the following additional information:
 - a. A written statement of the purpose and intent of the proposed development;
 - b. A list and explanation of the potential land uses permitted; and
 - c. A concept plan as described in Section 3.4, Concept Plan Review (PDD and P-MUD Districts).

Per Ordinance No. 2981 (May 24, 2007)

2. Application requests for a Neighborhood Prevailing Overlay District (NPO) shall provide the following additional information:
 - a. An original plat of the subdivision; and
 - b. A petition including dated signatures by sixty percent (60%) of current property owners in the subdivision in support of the overlay; and
 - c. Contact information for all Neighborhood Association or Homeowners Association committee members.
3. Application requests for a Neighborhood Conservation Overlay District (NCO) shall provide the following additional information:
 - a. An original plat of the subdivision;
 - b. A petition including dated signatures by sixty percent (60%) of the property owners in the subdivision in support of the overlay;
 - c. Contact information for all Neighborhood Association or Homeowners Association committee members;
 - d. A list of six (6) property owners in the neighborhood to serve on neighborhood stakeholder committee; and

- e. A checklist of the proposed items to be included in the Conservation Study.
4. Application requests for a Historic Preservation Overlay District shall provide the following additional information:
- a. An inventory and survey of structures to be included in the rezoning, submitted on a form provided by the Historic Preservation Officer;
 - b. A current photograph of each property included in the rezoning, and its improvements;
 - c. Historical photographs, where available; and
 - d. A completed Designation Report. Upon initiation of the historic designation procedure, the Historic Preservation Officer shall coordinate research to compile a written report regarding the historical, cultural, and architectural significance of the place or area proposed for historic designation at the request of the applicant, but the rezoning application will not be considered complete until the report has been completed. A Designation Report shall include a statement on each of the following to the extent that they apply:
 - 1) A listing of the architectural, archaeological, paleontological, cultural, economic, social, ethnic, political, or historical characteristics upon which the nomination is based;
 - 2) A description of the historical, cultural and architectural significance of the structures and sites;
 - 3) Identification of contributing and noncontributing resources to the proposed district; and
 - 4) A description of the boundaries of the proposed Historic Preservation Overlay District, including subareas and areas where new construction will be prohibited.

D. Approval Process

1. Preapplication Conference

Prior to the submission of an application for a Zoning Map Amendment, all potential applicants shall request a Preapplication Conference with the Administrator. The purpose of the conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO.

If the Administrator determines that the map amendment request is not in conformity with the Comprehensive Plan, he shall not accept the application for the map amendment, and no further processing shall occur until the map amendment is in conformity or a request for an amendment to the Comprehensive Plan eliminating the lack of conformity has been submitted by the applicant.

2. Neighborhood Meeting

Prior to the submission of an application for a Zoning Map Amendment for a NPO or NCO Overlay Rezoning, all potential applicants shall request a Neighborhood Meeting with City Staff. Prior to the submission of an application for a Zoning Map Amendment for a Historic Preservation Overlay District rezoning, all potential applicants shall request a Neighborhood Meeting with the Historic Preservation Officer. The purpose of the meeting is to present information about the proposed overlay and explain the process of rezoning to the neighborhood.

3. Review and Report by Administrator

With the exception of applications for Historic Preservation Overlay Districts, once the application is complete, the Administrator shall review the proposed amendment to the Official Zoning Map in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and give a report to the Planning and Zoning Commission on the date of the scheduled public hearing.

4. Review and Report by Historic Preservation Officer

An application for a Historic Preservation Overlay District rezoning shall be reviewed by the Historic Preservation Officer, who shall review the proposed amendment in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and Section 5.10 Historic Preservation Overlay District, and give a report to the Landmark Commission on the date of the scheduled public hearing.

5. Referral To Landmark Commission

The Historic Preservation Officer, upon receipt of an application to amend the Official Zoning Map to an Historic Preservation Overlay District, shall refer the same to the Landmark Commission for study, hearing, and report. The Planning and Zoning Commission may not hold a public hearing or make a report to the City Council until it has received a report from the Landmark Commission.

6. Recommendation by Landmark Commission

The Landmark Commission shall publish, post, and mail public notice in accordance with Section 3.1.F, Required Public Notice. The Landmark Commission shall hold a public hearing and make a recommendation to the Planning and Zoning Commission.

7. Referral To Planning and Zoning Commission

With the exception of applications for Historic Preservation Overlay Districts, the Administrator, upon receipt of an application to amend the Official Zoning Map, shall refer the same to the Commission for study, hearing, and report. For an application to amend the Official Zoning Map to an Historic Preservation Overlay District, the Historic Preservation Officer shall refer the same to the Planning and Zoning Commission for study, hearing, and report with the report of the Landmark Commission. The City Council may not enact the proposed amendment until the Planning and Zoning Commission makes its report to the City Council.

8. Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall publish, post, and mail public notice in accordance with Section 3.1.F, Required Public Notice. The Commission shall hold a public hearing and recommend to the City Council such action as the Commission deems proper.

9. City Council Action

a. Notice

The City Council shall publish, post, and mail public notice in accordance with Section 3.1.F, Required Public Notice, and hold a public hearing before taking final action on an application to amend the Official Zoning Map.

b. Public Hearing

The City Council shall hold a public hearing and approve, approve with modifications, or disapprove the application to amend the Official Zoning Map.

c. Effect of Protest to Proposed Amendment

If a proposed change to this UDO or rezoning is protested in accordance with Chapter 211 of the Texas Local Government Code, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the owners of at least 20 percent of either the area of lots covered by the proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

d. Review Criteria

In determining whether to approve, approve with modifications, or disapprove the proposed Official Zoning Map amendment, the City Council shall consider the following matters regarding the proposed amendment:

- 1) Consistency with the Comprehensive Plan;
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment;
- 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;
- 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; and
- 6) Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use.
- 7) In addition, for proposed amendments to Historic Preservation Overlay Districts, the City Council shall consider if the proposed amendment contains property(ies) and an environmental setting which meets two or more of the criteria for designation of a Historic Preservation Overlay District as described in Section 5.10.C Criteria for Designation of Historic Preservation Overlay Districts.

e. Effect of Historic Preservation Overlay District Zoning Upon Official Public Records

Upon designation of a property with a Historic Preservation Overlay District, the City Council shall cause the designation to be recorded in the Official Public Records of Real Property of Brazos County, Texas, the tax records of the City of College Station, and the Brazos County Appraisal District, as well as the official zoning map of the City of College Station.

E. Limitation on Reapplication

If an application for rezoning is denied by the City Council, another application for reclassification of the same property or any portion thereof shall not be considered within a period of 180 days from the date of denial, unless the Planning and Zoning Commission finds that one of the following factors are applicable:

1. There is a substantial change in circumstances relevant to the issues and/or facts considered during review of the application that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed in the application;
2. New or additional information is available that was not available at the time of the review that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed;
3. A new application is proposed to be submitted that is materially different from the prior application (e.g., proposes new uses or a substantial decrease in proposed densities and intensities); or
4. The final decision on the application was based on a material mistake of fact

F. Repeal of a Single-Family Overlay District

A repeal of a single-family overlay district may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. By petition of sixty percent (60%) of the property owner(s) in the subject district.

A repeal of a single-family overlay district is considered a rezoning and is subject to the Zoning Map Amendment requirements herein.

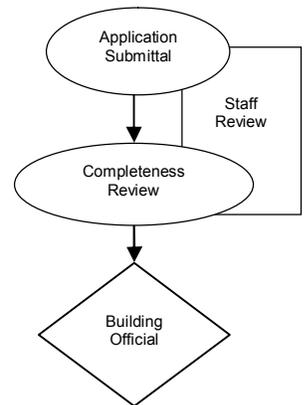
V.

That Chapter 12, “Unified Development Ordinance,” Section 3.9.A, “Building Permit, Building Permit Required” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 3.9.A, “Building Permit, Building Permit Required” to read as follows:

3.9 Building Permit

A. Building Permit Required

No building or other structure shall hereafter be erected, moved, added to, structurally altered, repaired, demolished, or occupancy changed without a permit issued by the Building Official except in conformity with the provisions of this section and the 2006 INTERNATIONAL BUILDING CODE as adopted and amended by the City, unless otherwise provided for in the CITY OF COLLEGE STATION CODE OF ORDINANCES. No Building Permit issued under the provisions of this Article for land use or construction in the City shall be considered valid unless signed by the Building Official.



VI.

That Chapter 12, “Unified Development Ordinance,” Section 4.1, “Establishment of Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 4.1, “Establishment of Districts,” to read as follows:

4.1 Establishment of Districts

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Article 5 and the use regulations are designated in Article 6 of this UDO.

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

VII.

That Chapter 12, “Unified Development Ordinance,” Section 11.2, “Defined Terms,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 11.2, “Defined Terms,” to add the following definitions:

11.2 Defined Terms

For the purpose of this UDO, certain words as used herein are defined as follows:

Historic Preservation Easement: An easement that protects a significant historic, archaeological, or cultural resource. It provides assurance that a property’s intrinsic values will be preserved through future ownership. A building, portion of a building (such as the façade), or a bridge, dam, or any other kind of structure may qualify. A Historic Preservation Easement may also protect a historic landscape, battlefield, traditional cultural place, or archaeological site.

Historic Preservation Overlay District definitions (applicable only in reference to Historic Preservation Overlay district):

Association: Link of a property that contributes to a Historic Preservation Overlay District with a historic event, activity, or person. Also, the quality of integrity through which a property is linked to a particular past time and place.

Contributing Resource: A building, site, structure or object in a Historic Preservation Overlay District that supports the District’s historical significance through Location, Design, Setting, Materials, Workmanship, Feeling, or Association.

Design: Quality of integrity applying to the elements that create the physical form, plan, space, structure, and style of a property.

Feeling: Quality of integrity through which a property that contributes to a Historic Preservation Overlay District evokes the aesthetic or historic sense of past time and place.

Integrity: Authenticity of a property’s historic identity, evidenced by the survival of physical characteristics that existed during the property’s historic or prehistoric period.

Location: Quality of integrity retained by a property that contributes to a Historic Preservation Overlay District historic property existing in the same place as it did during the period of significance.

Materials: Quality of integrity applying to the physical elements that were combined or deposited in a particular pattern or configuration to form a property that contributes to a Historic Preservation Overlay District.

Non-Contributing Resource: A building, site, structure, or object in a Historic Preservation Overlay District that does not support the District’s historical significance through Location, Design, Setting, Materials, Workmanship, Feeling, or Association.

Setting: Quality of integrity applying to the physical environment of a property that contributes to a Historic Preservation Overlay District.

Workmanship: Quality of integrity applying to the physical evidence of the crafts of a particular culture, people, or artisan.

VIII.

That Chapter 12, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 2.4, “Landmark Commission” (which will result in the renumbering of the existing Sections 2.4 – 2.8 to Section 2.5 – 2.9) to read as follows:

2.4 Landmark Commission**A. Creation**

A Landmark Commission is hereby established by the City of College Station for the purpose of enhancing the City’s ability to identify and protect historically and/or culturally significant districts, areas, sites, buildings, and structures by bringing expertise from the community in those areas related to the designation of Historic Preservation Overlay Districts and protection of the contributing elements within them.

B. Membership and Terms

1. The Landmark Commission shall consist of seven (7) regular members and two (2) alternate members. Six (6) of the regular members and the two (2) alternate members shall be appointed by the City Council. City Council shall apportion membership according to the following fields of expertise or specialized knowledge:
 - a. One (1) member shall represent one of the following fields or professions:
 - 1) History or
 - 2) Archaeology
 - b. Two (2) members shall be the owners of the following:
 - 1) Property in the City of College Station Historic Marker Program or
 - 2) Property within a Historic Preservation Overlay District. If no Historic Preservation Overlay District has yet been applied to property in the City of College Station, a property owner(s) of land platted prior to 1970 may be considered.
 - c. Two (2) members shall represent any combination of the following fields or professions:
 - 1) Architecture: an architect, previously registered architect, architect registered in another state, or professor in the field of architecture;
 - 2) Landscape architecture: a landscape architect, previously registered landscape architect, landscape architect registered in another state, or professor in the field of landscape architecture;
 - 3) Urban planning: a certified planner, previously certified planner, a planner with at least three (3) years of municipal planning experience, or professor in the field of urban planning; or
 - 4) Historical preservation specialist: an experienced professional who provides technical and strategic expertise to promote the viability, reuse, and integrity of historic buildings and/or property.
 - d. One (1) member shall represent one of the following fields or professions:
 - 1) Banking, finance, or economics;
 - 2) Real estate; or
 - 3) Law.

- e. One (1) alternate shall represent the membership criteria identified above in subsection b.
- f. One (1) alternate shall represent any of the fields identified above in subsections a, c, or d.

The seventh regular member shall be the Chairman of the Historic Preservation Advisory Committee or his designee.

The City Council shall prioritize Landmark Commission candidates within each subsection above by their demonstrated expertise and interest in historic preservation. In the event any of the memberships assigned to a particular field of expertise or specialized knowledge identified above in subsections a, b, c, or d cannot be timely filled (in the judgment of the City Council) with a qualified candidate, the City Council may appoint citizens-at-large that have demonstrated interest in historic preservation to fill such places.

- 2. Members shall be appointed for three-year terms or until their successors are appointed. Initially, one (1) member from subsection b and one (1) member from subsection c shall have terms of only one (1) year; the members of subsections a and d shall have terms of only two (2) years; and one member from subsection b and one member from subsection c shall have terms of three (3) years. After the initial appointments, two (2) members shall be appointed each year.
- 3. The Landmark Commission shall comply with the OPEN MEETINGS ACT.

C. Officers, Meetings, Quorum

1. Officers

A Chairperson shall be appointed annually by the City Council. The Commission shall select a Vice-Chair from among its members, as needed.

2. Meetings

Members of the Landmark Commission shall meet monthly, as needed, and the Chairperson shall designate the time and place of such meetings. All meetings of the Commission where a quorum is present shall be open to the public.

3. Quorum

Four (4) members shall constitute a quorum for the transaction of any business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report.

4. Rules of Proceeding

The Landmark Commission shall adopt its own rules of procedure.

5. Minutes

The Landmark Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.

D. Powers and Duties

The Landmark Commission shall have the following powers and duties:

1. Duties

- a. Review and approve surveys conducted and maintained by the City that include an inventory of significant historic, architectural, and cultural resources within the City of College Station according to guidelines established by the Texas Historical Commission;

- b. Utilize such surveys to identify potential property appropriate for the application of Historic Preservation Overlays;
- c. Review and approve surveys conducted and maintained by the City that include an inventory of all properties located within a Historic Preservation Overlay District within the City of College Station;
- d. Nominate properties to the National Register of Historic Places;
- e. Establish an ad hoc three-person Economic Review Panel when a property owner in a Historic Preservation Overlay District requests a Certificate of Demolition based on the reason that no economically viable use of the property exists. The Economic Review Panel must be comprised of three independent experts knowledgeable in one or more of the following fields: the economics of real estate, building renovation, or redevelopment. "Independent" as used in this subparagraph means that the expert has no financial interest in the property, its renovation, or redevelopment; is not an employee of the property owner; is not a city employee; is not a member of the Landmark Commission; and is not compensated for serving on the Economic Review Panel. The Economic Review Panel must consist of one person selected by the Landmark Commission, one person selected by the property owner, and one person selected by the first two appointees. If the first two appointees cannot agree on a third appointee within thirty (30) calendar days after submission of all of the required documentation supporting the application, the third appointee will be selected by the Administrator within five (5) days. Within thirty-five (35) calendar days after submission of all of the required documentation supporting the application, all appointments to the Economic Review Panel shall be made;
- f. Act in an advisory role to the City Council of the City of College Station, all appointed boards and commissions, and City departments regarding the protection of local historic, architectural, and cultural resources;
- g. Review and make recommendations to the appropriate County Historical Commission of all proposed National Register nominations for properties within the City of College Station; and
- h. Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.

2. Recommendations

The Landmark Commission shall make recommendations to the Planning and Zoning Commission subject to the terms and conditions set forth for such uses in this UDO for the following:

- a. The effective coordination of the various City departments, committees, and boards, in implementing the Comprehensive Plan as it relates to historic preservation;
- b. The adoption of text amendments as they relate to the designation of Historic Preservation Overlay Districts and the processes and standards for properties within Historic Preservation Overlay Districts; and
- c. The designation of Historic Preservation Overlay Districts.

The Landmark Commission shall make recommendations to the City Council for the following:

- d. The utilization of state, federal, or private funds to promote the preservation of Historic Preservation Overlay Districts within the City of College Station, and
- e. The acceptance of the dedication of Historic Preservation Easements for the purpose of historic preservation.

3. Final Action

The Landmark Commission shall hear and take final action on the following:

- a. Applications for Certificates of Appropriateness,
- b. Applications for Certificates of Demolition, and

- c. Certifications of properties of Demolition by Neglect, notices to owners of certified Demolition by Neglect properties, and referrals for enforcement.

E. Staff

The Administrator shall provide staff, including a Historic Preservation Officer, as needed, to the Landmark Commission.

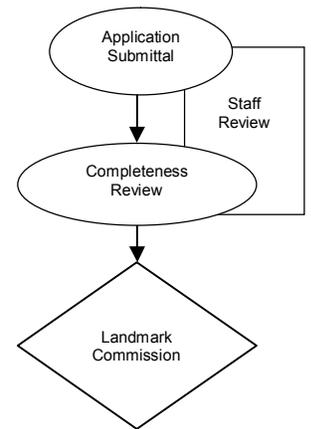
IX.

That Chapter 12, “Unified Development Ordinance,” Article 3, “Development Review Procedures”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 3.9, “Certificate of Appropriateness” and Section 3.10, “Certificate of Demolition” (which will result in the renumbering of the existing Sections 3.9 – 3.19 to Section 3.11 – 3.21) to read as follows:

3.9 Certificate of Appropriateness

A. Applicability

1. Prior to any construction, reconstruction, alteration, restoration, or rehabilitation of any structure or any property within a Historic Preservation Overlay District, or any material change in the light fixtures, signs, sidewalks, fences, steps, paving, or other exterior elements visible from a public right-of-way that affects the appearance and cohesiveness of any structure or any property within a Historic Preservation Overlay District, an applicant must obtain a Certificate of Appropriateness in accordance with this Section.
2. No building permit shall be issued for proposed work within a Historic Preservation Overlay District until a Certificate of Appropriateness has first been issued as required by the UDO. The Certificate of Appropriateness shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of College Station.



B. Application Requirements

A complete application for a Certificate of Appropriateness shall be submitted to the Administrator as set forth in Section 3.1.C., Application Forms and Fees. The application shall include, where applicable:

1. Detailed description of proposed work;
2. Proposed building plans (this will not constitute a building plan submittal for review for a building permit);
3. Landscaping plans showing landscaping features and vegetation species, sizes, and locations;
4. Landscape protection plans;
5. Location and photographs of the property and adjacent properties;
6. Elevation drawings of the proposed changes, if available;
7. Samples of materials to be used;
8. Specifications for architectural features and materials; and
9. Any other information that the Landmark Commission or Historic Preservation Officer may deem necessary in order to visualize proposed work.

C. Certificate of Appropriateness Approval Process

Certificate of Appropriateness applications shall be processed in accordance with the following requirements:

1. **Preapplication Conference**
Prior to the submission of an application for Certificate of Appropriateness, all potential applicants may request a preapplication conference with the Administrator. The purpose of the preapplication conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this

UDO; however, the preapplication conference does not fulfill the requirements for formal review or submittal as set forth in this UDO.

2. Review and Report by the Historic Preservation Officer

Upon receipt of an application for a Certificate of Appropriateness, the Historic Preservation Officer shall determine whether the application is to be reviewed under the Standard Certificate of Appropriateness Review Procedure or the Routine Maintenance Work Procedure. If the application is to be reviewed under the Standard Certificate of Appropriateness Review Procedure, the following applies. If the application is to be reviewed under the Routine Maintenance Work Procedure, the procedure in subsection E. below will apply.

Under the Standard Certificate of Appropriateness Review Procedure, the Historic Preservation Officer will review the application to determine if the proposed plan is consistent with all applicable provisions of this UDO and the City's Comprehensive Plan. The Historic Preservation Officer will forward his report on the application to the Landmark Commission with a recommendation for approval, denial or conditional approval.

3. Review by the Landmark Commission

The Landmark Commission shall review the application in a public meeting and may approve, approve with conditions or deny the application. If the Landmark Commission requires additional information than that presented at a meeting, a decision may be postponed until a specified date when the specified information may be provided. Notice shall be provided by publication of the agenda of the meeting.

4. Final Action by the Landmark Commission

If the application is determined to be consistent with all applicable provisions of this UDO, including the applicable district provisions of Section 5.10 Historic Preservation Overlay District and the review criteria below, the Landmark Commission shall approve the plan. A determination that all requirements and provisions have not been satisfied shall result in disapproval of the plan.

D. Criteria for Approval of a Certificate of Appropriateness

The Landmark Commission shall approve a Certificate of Appropriateness if it finds:

1. For Contributing Resources:

- a. The proposed work is consistent with any adopted design guidelines for the district, *The Secretary of the Interior's Standards for Rehabilitation*, *The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings*, *Preservation Briefs*, and all related interpretative documents published by the US Department of Interior;
- b. The proposed work will not have an adverse effect on the architectural features of the structure;
- c. The proposed work will not have an adverse effect on the Historic Preservation Overlay district; and
- d. The proposed work will not have an adverse effect on the future preservation, maintenance, and use of the structure or the Historic Preservation Overlay District.

2. For Non-Contributing Resources: the proposed work is compatible with the Historic Preservation Overlay District.

E. Certificate of Appropriateness Routine Maintenance Work Review Procedure

1. If, upon review of an application for a Certificate of Appropriateness, the Historic Preservation Officer determines that an applicant is seeking a Certificate of Appropriateness to authorize only routine maintenance work, the Historic Preservation Officer shall review the Certificate of Appropriateness application to determine whether the proposed work complies with the regulations contained in this Section and approve, approve with conditions, or deny the application. The Historic Preservation Officer may also forward the application to the Landmark Commission for any reason.
2. Routine Maintenance Work on a property is considered to be:

- a. The installation of a chimney located on an accessory building, or on the rear fifty percent (50%) of a main building and not part of a corner side façade;
 - b. The installation of an awning located on an accessory building, or on the rear façade of a primary structure;
 - c. The installation of a wood or chain link fence that is not painted or stained;
 - e. The installation of gutters and downspouts of a color that matches or compliments the dominant trim or roof color;
 - f. The installation of skylights and solar panels;
 - g. The installation of storm windows and doors;
 - j. The restoration of original architectural elements;
3. The applicant may appeal the Historic Preservation Officer's decision by submitting to the Historic Preservation Officer a written request for appeal within ten (10) calendar days of the decision. Upon the written request for appeal, the Landmark Commission will review the application under the Standard Certificate of Appropriateness Review Procedure.

F. Expiration of Approval

1. For plans that do not require the issuance of a building permit, work to complete the plans shall commence and be completed within twenty-four (24) months from the date of approval of the application. The Historic Preservation Officer may authorize a single extension of a Certification of Appropriateness up to six (6) months upon demonstration of substantial progress and the lack of changed or changing conditions in the area.
2. For plans that require the issuance of a building permit, if a building permit has not been issued for the proposed work within twenty-four (24) months from the date of approval of the application, the Historic Preservation Officer may authorize a single extension of a Certification of Appropriateness up to six (6) months upon demonstration of the lack of changed or changing conditions in the area. A Certification of Appropriateness shall be valid as long as there is a valid building permit.

G. Appeals

An applicant for a Certification of Appropriateness dissatisfied with the action of the Landmark Commission related to the issuance or denial of a Certification of Appropriateness shall have the right to appeal to the City Council within ten (10) calendar days after the date of such action. In considering an appeal, the City Council shall consider the same standards and evidence that the Landmark Commission was required to consider in making the decision.

H. Limitation on Reapplication

If a final decision is reached denying a Certificate of Appropriateness, no further applications may be considered for the subject matter of the denied Certificate of Appropriateness for one (1) year from the date of the final decision unless the Landmark Commission waives the time limitation because the Landmark Commission finds that there are changed circumstances sufficient to warrant a new hearing.

I. Revocation

The Historic Preservation Officer may, in writing, revoke a Certificate of Appropriateness if:

1. The Certificate of Appropriateness was issued on the basis of incorrect information supplied by the applicant, or
2. The work is not performed in accordance with the Certificate of Appropriateness.

J. Amendment to a Certificate of Appropriateness

A Certificate of Appropriateness may be amended by submitting a new Certificate of Appropriateness application to the Historic Preservation Officer. The application shall then be subject to either the Standard Certificate of Appropriateness Review Procedure or the Routine Maintenance Work Procedure.

K. Ordinary Maintenance

Other than the Routine Maintenance Work listed above, a Certificate of Appropriateness shall not be required for the ordinary maintenance and repair of any exterior architectural feature of a property within a Historic Preservation Overlay District which does not involve a change in design, material, or outward appearance such as:

1. The replacement of a roof of the same or an original material that does not include a change in color;
2. The application of paint that is the same as the existing;
3. Minor repair using the same material and design as the original;
4. The repair of sidewalks and driveways using the same type and color of materials;
5. The process of cleaning (including but not limited to low-pressure water blasting and stripping, but excluding sandblasting and high-pressure water blasting); and
6. The painting, replacing, duplicating, or stabilizing deteriorated or damaged non-original architectural features (including but not limited to roofing, windows, columns, and siding) in order to maintain the structure and to slow deterioration.

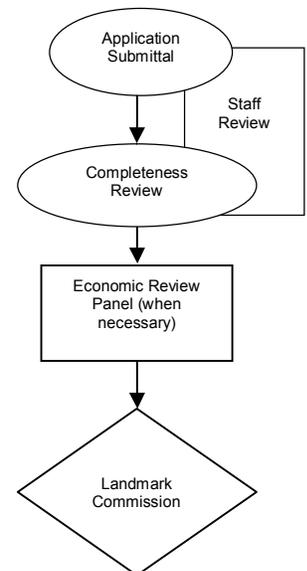
F. Temporary Emergency Repairs

If the Building Official determines that a building or structure in a Historic Preservation Overlay District poses an immediate threat to persons or property, the Building Official may take any action authorized under the CITY OF COLLEGE STATION CODE OF ORDINANCES to make the building or structure safe without the requirement of a Certification of Appropriateness. The Building Official shall send a written report of such actions to the Landmark Commission.

3.10 Certificate of Demolition

A. Applicability

1. Prior to any demolition or removal of any structure or portion thereof on any property within a Historic Preservation Overlay District, an applicant must obtain a Certificate of Demolition in accordance with this Section.
2. No building permit shall be issued for proposed work within a Historic Preservation Overlay District until a Certificate of Demolition required by the UDO has first been issued by the Landmark Commission. The Certificate of Demolition shall be in addition to, and not in lieu of, any building permit that may be required by any other ordinance of the City of College Station.
3. No permit for the demolition of a structure or property within a Historic Preservation Overlay District, including secondary buildings and landscape features, shall be granted by the Building Official without the review of a completed application for and approval of a Certificate of Demolition by the Landmark Commission.



B. Application Requirements

A property owner seeking demolition or removal of a structure, including secondary buildings and landscape features, on a property in a Historic Preservation Overlay District shall submit a complete application for a Certificate of Demolition to the Administrator as set forth in Section 3.1.C., Application Forms and Fees. The application shall include:

1. An affidavit in which the owner swears or affirms that all information submitted in the application is true and correct.
2. An indication that the demolition or removal is sought for one or more of the following reasons:

- a. To replace the structure with a new structure that is more appropriate and compatible with the Historic Preservation Overlay District;
 - b. No economically viable use of the property exists;
 - c. The structure poses an imminent threat to public health or safety; or
 - d. The structure is noncontributing to the Historic Preservation Overlay District because it is newer than the period of historic significance.
3. An application "To replace the structure with a new structure that is more appropriate and compatible with the Historic Preservation Overlay District" shall also include:
- a. Records depicting the original construction of the structure, including drawings, pictures, or written descriptions where available;
 - b. Records depicting the current condition of the structure, including drawings, pictures, or written descriptions;
 - c. Any conditions proposed to be placed voluntarily on the new structure that would mitigate the loss of the structure;
 - d. Complete architectural drawings of the new structure; and
 - e. A guarantee agreement between the owner and the City that demonstrates the owner's intent and financial ability to construct the new structure. The guarantee must:
 - 1) Contain a statement of intent to construct the proposed structure by a specific date in accordance with architectural drawings approved by the City through the Certificate of Appropriateness process;
 - 2) Require the owner or construction contractor to post a performance and payment bond, letter of credit, escrow agreement, cash deposit, or other arrangement acceptable to the Administrator to ensure construction of the new structure; and
 - 3) Be approved as to form by the City Attorney.
4. An application that "No economically viable use of the property exists" shall also include:
- a. The past and current uses of the structure and property;
 - b. The name of the owner.
 - 1) If the owner is a legal entity, the type of entity and states in which it is registered.
 - 2) The date and price of purchase or other acquisition of the structure and property, and the party from whom acquired, and the owner's current basis in the property.
 - 3) The relationship, if any, between the owner and the party from whom the structure and property were acquired. (If one or both parties to the transaction were legal entities, any relationships between the officers and the board of directors of the entities must be specified.);
 - 4) The assessed value of the structure and property according to the two most recent tax assessments;
 - 5) The amount of real estate taxes on the structure and property for the previous two (2) years;
 - 6) The current fair market value of the structure and property as determined by an independent licensed appraiser;
 - 7) All appraisals obtained by the owner and prospective purchasers within the previous two (2) years in connection with the potential or actual purchase, financing, or ownership of the structure and property;
 - 8) All listings of the structure and property for sale or rent within the previous two (2) years, prices asked, and offers received;
 - 9) A profit and loss statement for the property and structure containing the annual gross income for the previous two (2) years; itemized expenses (including operating and maintenance costs) for the previous two (2) years, including proof that adequate and competent management procedures were followed; the annual cash flow for the previous two (2) years; and proof that the owner

- has made reasonable efforts to obtain a reasonable rate of return on the owner's investment and labor;
- 10) A mortgage history of the property during the previous five (5) years, including the principal balances and interest rates on the mortgages and the annual debt services on the structure and property;
 - 11) All capital expenditures during the current ownership;
 - 12) Records depicting the current conditions of the structure and property, including drawings, pictures, or written descriptions;
 - 13) A study of restoration of the structure or property, performed by a licensed architect, engineer or financial analyst, analyzing the physical feasibility (including architectural and engineering analyses) and financial feasibility (including pro forma profit and loss statements for a ten (10) year period, taking into consideration redevelopment options and all incentives available) of adaptive use of restoration of the structure and property;
 - 14) Any consideration given by the owner to profitable adaptive uses for the structure and property;
 - 15) Construction plans for any proposed development or adaptive reuse, including site plans, floor plans, and elevations;
 - 16) Any conditions proposed to be placed voluntarily on new development that would mitigate the loss of the structure; and
 - 17) Any other evidence that shows that the affirmative obligation to maintain the structure or property makes it impossible to realize a reasonable rate of return.
5. An application to demolish or remove a structure that "Poses an imminent threat to public health or safety" shall also include:
 - a. Records depicting the current condition of the structure, including drawings, pictures, or written descriptions;
 - b. A study regarding the nature, imminence, and severity of the threat, as performed by a licensed architect or engineer; and
 - c. A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analyses) of restoration of the structure, as performed by a licensed architect or engineer.
 6. An application to demolish or remove a structure that is "Noncontributing to the Historic Preservation Overlay District because the structure is newer than the period of historic significance" shall also provide:
 - a. Documentation that the structure is noncontributing to the Historic Preservation Overlay District;
 - b. Documentation of the age of the structure; and
 - c. A statement of the purpose of the demolition.
 7. Any other evidence the property owner wishes to submit in support of the application.
 8. Any other evidence requested by the Landmark Commission or the Historic Preservation Officer.
- C. Certificate of Demolition Approval Process**
- Certificate of Demolition applications shall be processed in accordance with the following requirements:
1. **Preapplication Conference**

Prior to the submission of an application for Certificate of Demolition, all potential applicants may request a preapplication conference with the Administrator. The purpose of the preapplication conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO; however, the preapplication conference does not fulfill the requirements for formal review or submittal as set forth in this UDO.

2. Application

When a complete application for a Certificate of Demolition has been submitted to the City, the application will begin a mandatory sixty (60) day stay of demolition. The Certificate of Demolition approval process will continue concurrently with the stay of demolition, but the Landmark Commission shall not take final action before the stay of demolition has expired.

3. Review and Report by the Historic Preservation Officer

If the application is determined to be consistent with all applicable provisions of this UDO and the City's Comprehensive Plan, or if the application is recommended for denial or conditional approval, the Historic Preservation Officer shall report such consistency, inconsistency, or proposed conditions to the Landmark Commission.

4. Review by an Economic Review Panel

For an application that "No economically viable use of the property exists", within thirty-five (35) days after appointment of the Economic Review Panel as provided in Section 2.4, the Economic Review Panel shall review the submitted documentation; hold a public hearing; consider all options for renovation, adaptive reuse, and redevelopment; and forward a written recommendation to the Landmark Commission. The Historic Preservation Officer shall provide administrative support to the Economic Review Panel. The Economic Review Panel's recommendation shall be based on the same standard for approval to be used by the Landmark Commission. An application that no economically viable use of the property exists will not be considered complete until the Economic Review Panel has made its recommendation to the Landmark Commission. If the Economic Review Panel is unable to reach a consensus, the report will indicate the majority and minority recommendations. If the Economic Review Panel does not meet within thirty-five (35) days after appointment, a recommendation of no economically viable use of the property will be forwarded to the Landmark Commission.

5. Review by the Landmark Commission

The Landmark Commission shall review the application for Certificate of Demolition in a public meeting and may approve, approve with conditions, or deny the application. If the Landmark Commission requires additional information than that presented at a meeting, a decision may be postponed until a specified date when the specified information may be provided. Notice shall be provided by publication of the agenda of the meeting.

6. Final Action by the Landmark Commission

If the application is determined to be consistent with all applicable provisions of this UDO, including the applicable district provisions of Section 5.10 Historic Preservation Overlay District, and the review criteria below, the Landmark Commission shall approve the plan. A determination that all such requirements and provision have not been satisfied shall result in disapproval of the plan. The property owner has the burden of proof to establish by clear and convincing evidence the necessary facts to warrant favorable action by the Landmark Commission.

D. Criteria for Approval of a Certificate of Demolition

In considering an application for a Certificate of Demolition, the Landmark Commission shall deny the application unless it makes the following findings:

1. The Landmark Commission shall deny an application for a Certificate of Demolition to replace a structure with a new structure unless it finds that:
 - a. The new structure is more appropriate and compatible with the Historic Preservation Overlay District than the structure to be demolished or removed; and
 - b. The owner has the financial ability and intent to build the new structure. The Landmark Commission must first approve the Certificate of Appropriateness for the proposed new structure and the guarantee agreement to construct the new structure before it may consider the application for a Certificate of Demolition.

2. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure because of no economically viable use of the property unless it finds that:
 - a. The structure is incapable of earning a reasonable economic return unless the demolition or removal is allowed (a reasonable economic return does not have to be the most profitable return possible);
 - b. The structure cannot be adapted for any other use, whether by the owner or by a purchaser, which would result in a reasonable economic return; and
 - c. The owner has failed during the last two (2) years to find a developer, financier, purchaser, or tenant that would enable the owner to realize a reasonable economic return, despite having made substantial ongoing efforts to do so.
3. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure that poses an imminent threat to public health or safety unless it finds that:
 - a. The structure constitutes a documented major and imminent threat to public health and safety;
 - b. The demolition or removal is required to alleviate the threat to public health and safety; and
 - c. There is no reasonable way, other than demolition or removal, to eliminate the threat in a timely manner.
4. The Landmark Commission shall deny an application for a Certificate of Demolition to remove a structure that is noncontributing to the Historic Preservation Overlay District because it is newer than the period of historic significance unless it finds that:
 - a. The structure is noncontributing to the Historic Preservation Overlay District;
 - b. The structure is newer than the period of historic significance for the Historic Preservation Overlay District; and
 - c. Demolition of the structure will not adversely affect the historic character of the property or the integrity of the Historic Preservation Overlay District.

E. Appeals

1. Any interested person may appeal the decision of the Landmark Commission to the City Council by filing a written notice with the Administrator within ten (10) calendar days after the decision of the Landmark Commission. If no appeal is made of a decision to approve a Certificate of Demolition within the 10-day period, the Building Official shall issue the permit to allow demolition or removal. If an appeal is filed, the City Council shall hear and decide the appeal within sixty-five (65) calendar days of its filing.
2. In considering an appeal, the City Council shall consider the same standards and evidence that the Landmark Commission was required to consider in making the decision.

F. Limitation on Reapplication

If a final decision is reached denying a Certificate of Demolition, no further applications may be considered for the subject matter of the denied Certificate of Demolition for one (1) year from the date of the final decision unless the Landmark Commission waives the time limitation because the Landmark Commission finds that there are changed circumstances sufficient to warrant a new hearing.

G. Expiration of Approval

A Certificate of Demolition expires if the work authorized by the Certificate of Demolition is not commenced within 180 days from the date of final approval. A final, one-time extension for the commencement of work of 90 days may be granted by the Administrator upon written request by the applicant showing circumstances beyond the control of the applicant. If the Certificate of Demolition expires, a new Certificate of Demolition must first be obtained before the work can commence.

H. Demolition by Neglect

1. Prohibition

No owner or person with an interest in real property included within a Historic Preservation Overlay District shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature or structural compromise which would, in the judgment of the Landmark Commission, produce a detrimental effect upon the character of the Historic Preservation Overlay District as a whole or the life and character of the property itself. Examples of such deterioration include, but are not limited to:

- Deterioration of the foundation.
- Deterioration of floor supports or the addition of floor supports that are insufficient to carry the loads imposed.
- Deterioration of walls, windows, doors, or other vertical supports, or the addition of such supports that are of insufficient size or strength to carry the loads imposed.
- Deterioration of roof or other horizontal members.
- Deterioration of exterior chimneys.
- Deterioration or crumbling of exterior stucco or mortar.
- Ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors.
- Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint or other protective coating.
- Any fault, defect, or condition in the structure that renders it structurally unsafe or not properly watertight.
- Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for the public safety.

2. Procedure

a. Purpose

The purpose of the Demolition by Neglect procedure is to allow the Landmark Commission to work with the property owner to encourage maintenance and stabilization of the structure and identify resources available before any enforcement action is taken.

b. Request for investigation

Any interested party may request that the Historic Preservation Officer investigate whether a property is being Demolished by Neglect.

c. First meeting with the property owner

Upon receipt of a request, the Historic Preservation Officer and City Building Official shall meet with the property owner or the property owner's agent with control of the structure to inspect the structure and discuss the resources available for financing any necessary repairs. After the meeting, the Historic Preservation Officer shall prepare a report for the Landmark Commission on the condition of the structure, the repairs needed to maintain and stabilize the structure, any resources available for financing the repairs, and the amount of time needed to complete the repairs.

d. Certification and notice

After review of the report in a public meeting, the Landmark Commission may vote to certify the property as a Demolition by Neglect case. If the Landmark Commission certifies the structure as a Demolition by Neglect case, the Landmark Commission shall notify the property owner or the property owner's agent with control over the structure of the repairs that must be made. The notice must require that repairs be started within thirty (30) days and set a deadline for completion of the repairs. The notice shall be sent by certified mail.

e. Second meeting with the property owner

The Historic Preservation Officer and the City Building Official shall meet with the property owner or the property owner's agent with control over the structure at least within sixty (60) days after the notice was sent to inspect any repairs.

f. Referral for enforcement

If the property owner or the property owner's agent with control over the structure fails to start repairs by the deadline set in the notice, fails to make continuous progress toward completion, or fails to complete repairs by the deadline set in the notice, the Landmark Commission may refer the Demolition by Neglect case to the City's Code Enforcement Division for appropriate enforcement action to prevent Demolition by Neglect.

I. Demolition by Condemnation

Reasonable attempts to engage a property owner in a Demolition by Neglect procedure shall be made when there is concern for the deterioration of a structure, but when a structure or equipment is found by the City Building Official to be a dangerous structure, the provisions of the City of College Station Code of Ordinances regulating dangerous structures will apply.

J. Historic Preservation Fund

1. The City of College Station, in cooperation with community organizations, shall develop appropriate funding structures and shall administer the historic preservation fund.
2. The historic preservation fund is composed of the following funds:
 - a. Outside funding (other than City general funds or capital funds), such as grants and donations, made to the City for the purpose of historic preservation and funding partnerships with community organizations.
 - b. Damages recovered pursuant to TEXAS LOCAL GOVERNMENT CODE SECTION 315.006 from persons who illegally demolish or adversely affect historic structures.
3. The outside funding may be used for financing the following activities:
 - a. Necessary repairs in Demolition by Neglect cases;
 - b. Full or partial restoration of low-income residential and nonresidential structures;
 - c. Full or partial restoration of publicly owned historic structures;
 - d. Acquisition of historic structures, places, or areas through gift or purchase;
 - e. Public education of the benefits of historic preservation or the regulations governing Historic Preservation Overlay Districts; and
 - f. Identification and cataloging of structures, places, areas, and districts of historical, cultural, or architectural value along with factual verification of their significance.
4. Damages recovered pursuant to Texas Local Government Code Section 315.006 must be used only for the following purposes:
 - a. Construction, using as many of the original materials as possible, of a structure that is a reasonable facsimile of a demolished historic structure;
 - b. Restoration, using as many of the original materials as possible, of the historic structure; and
 - c. Restoration of another historic structure.

XI.

That Chapter 12, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 5.10, “Historic Preservation Overlay District” to read as follows:

5.10 Historic Preservation Overlay District**A. Purpose**

The Historic Preservation Overlay District is intended to provide for the protection and preservation of places and areas of historical, cultural, and architectural importance and significance. Such action is necessary to promote the economic, cultural, educational, and general welfare of the public. Specifically, this district has the following expressed purposes:

1. To protect and enhance the landmarks and districts which represent distinctive elements of College Station’s historic, architectural, and cultural heritage;
2. To foster civic pride in the accomplishments of the past;
3. To protect and enhance College Station’s attractiveness to visitors and the support and stimulus to the economy thereby provided;
4. To insure the harmonious, orderly, and efficient growth and development of the City;
5. To promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the City; and
6. To encourage stabilization, restoration, and improvements of such properties and their values.

B. Applicability

The Historic Preservation Overlay District may be applied to districts, areas, or individual property, regardless of the base zoning district or current use of the property(ies), that:

1. Are at least forty (40) years old;
2. Meet at least two (2) of the criteria listed below; and
3. Possess integrity that is evident through historic qualities including Location, Design, Setting, Materials, Workmanship, Feeling, and Association.

C. Criteria for Designation of Historic Preservation Overlay Districts

A property or district may be designated if it:

1. Possesses significance in history, architecture, archeology, and culture;
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
3. Is associated with events that have made a significant impact in our past;
4. Embodies the distinctive characteristics of a type, period, or method of construction;
5. Represents the work of a master designer, builder, or craftsman;
6. Represents an established and familiar visual feature of the neighborhood or city; or
7. Is eligible for listing on the National Register of Historic Places, Recorded Texas Historic Landmark, or a State Archaeological Landmark, as determined by the Texas Historical Commission.

D. Removal of a Historic Preservation Overlay District

Upon recommendation of the Landmark Commission to the Planning and Zoning Commission based upon new and compelling evidence and negative evaluation according to the same criteria and following the same procedures set forth in this UDO for designation, the Planning and Zoning Commission may recommend to the City Council and the City Council may remove an Historic Preservation Overlay District made under this section.

XII.

That Chapter 12, “Unified Development Ordinance,” Article 10, “Enforcement”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 10.5, “Specific Penalties for Certificates of Appropriateness and Certificates of Demolition” to read as follows:

10.5 Specific Penalties for Certificates of Appropriateness and Certificates of Demolition

- A.** A person is criminally responsible for a violation of Sections 3.9 Certificate of Appropriateness and 3.10 Certificate of Demolition if:
 - 1. The person owns part or all of the property where the violation occurs,
 - 2. The person is the agent of the owner of the property and is in control of the property,
or
 - 3. The person commits the violation or assists in the commission of the violation.
- B.** Any person who adversely affects or demolishes a structure on property in a historic overlay district in violation of Sections 3.9 Certificate of Appropriateness and 3.10 Certificate of Demolition is liable pursuant to TEXAS LOCAL GOVERNMENT CODE SECTION 315.006 for damages to restore or replicate, using as many of the original materials as possible, the structure to its appearance and setting prior to the violation. No Certificates of Appropriateness or building permits will be issued for construction on the site except to restore or replicate the structure. When these restrictions become applicable to a site, the Administrator shall cause to be filed a verified notice in the county deed records and these restrictions shall be binding on future owners of the property. These restrictions are in addition to any fines imposed.
- C.** Prosecution in municipal court for an offense under this Section does not prevent the use of other enforcement remedies or procedures provided by other City ordinances or state or federal laws applicable to the person(s) charged with or the conduct involved in the offense.

September 11, 2008
Regular Agenda Item No. 8
Oakland Ridge 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 34.06 acres from A-O, Agricultural-Open to R-1, Single Family Residential (17.48) acres, R-3, Townhouse (10.09 acres), and R-4, Multi-Family Residential (6.49 acres) located off Jones-Butler Road and near Cain Road, adjacent to the Las Palomas Subdivision.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval in their August 21, 2008 meeting. Staff also recommended approval.

Summary: REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** This property is currently undergoing a Comprehensive Plan Amendment which was recommended for approval by the City of College Station Planning and Zoning Commission on July 17, 2008. It is scheduled to be heard by City Council on August 18, 2008. The proposed amendment will allow the uses approved on the Master Plan to be in compliance with the Comprehensive Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The surrounding properties consist of grandfathered duplexes zoned A-O (Las Palomas Subdivision), a future R-1 development (Great Oaks Subdivision), undeveloped A-O property, and Jones-Butler Road. The proposed rezoning of the subject property will be compatible with the urban density development that is taking place to the south and west of this property.
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 sufficiently large enough with direct access to Jones Butler for the mix of uses proposed with this rezoning. The proposed uses were approved with the Master Plan for the development when it began developing in the Extra-Territorial Jurisdiction, and outside the City's land use authority.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is suitable for agricultural uses and could continued to be used as such; however, the platting of the process for single-family development has already begun and may proceed because of grandfathered allowances in state annexation laws.
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 marketability will not be affected by this proposed rezoning. The uses have been approved with the Master Plan, and may therefore be developed without rezoning.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject property is located adjacent to a

12-in City of College Station sanitary sewer main. The subject property is located outside of the City's water service area; however, staff understands that Wellborn Water has an 8-in water main located adjacent to this property and plans to serve this development. The subject property plans to utilize a detention basin which is located near the southwest portion of the tract. The detention basin was originally built with the Las Palomas Subdivision. The subject property will take access to Jones Butler (Major Collector).

Budget & Financial Summary: N/A

Attachments:

1. Item Background
2. Draft Planning and Zoning Commission Minutes, July 17, 2008
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: August 21, 2008
Advertised Council Hearing Dates: September 11, 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: 30
Contacts in support: 0
Contacts in opposition: 0
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Rural Residential	A-O	Agricultural
South	Rural Residential	A-O	Las Palomas - duplexes
East	Major Collector	N/A - Thoroughfare	Jones-Butler Road
West	Single- Family Medium Density	R-1B	Great Oaks - vacant

DEVELOPMENT HISTORY

Annexation: March 2008
Zoning: A-O, Agricultural Open
Final Plat: Approved by the Planning and Zoning Commission on 11/01/2007, but has not been filed for record
Site development: vacant



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, July 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack, Hugh Stearn and Thomas Woodfin

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: Larry Stewart

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Lauren Hovde, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, 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.

Public hearing, presentation, possible action, and discussion regarding an amendment to the Comprehensive Land Use Plan, from Rural Residential to Single Family Residential Medium Density, Single Family Residential High Density, Residential Attached, and Planned Development for a mix of commercial uses, for 39.873 acres located off Jones-Butler Road and near Cain Road, adjacent to the Las Palomas Subdivision. **Case #08-00500130 (LB)**

Lindsay Boyer, Senior Planner, presented the Comprehensive Plan Amendment and recommended approval.

Commissioner Stearns asked if there were issues of connectivity onto Jones Butler Road and if there were buffer requirements between the different uses.

Ms. Boyer stated that there were two access points onto Jones Butler Road that meet spacing requirements and a buffer was not required because of the Right-of-Way on the preliminary plat that separates all three uses.

Chairman Nichols asked why the applicant chose a PDD zoning rather than C-1, General Commercial.

Chairman Nichols opened the public hearing.

David Borsack, applicant, stated that he chose the PDD zoning because he did not want uses on the property that C-1, General Commercial allows.

Chairman Nichols closed the public hearing.

Commissioner Bauman motioned to recommend approval of the Comprehensive Plan Amendment. Commissioner Woodfin seconded the motion, motion passed (6-0).

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 11th day of September, 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:

I.

The following property is rezoned from A-O, Agricultural Open to R-1, Single-Family Residential:

BEING A 17.48 ACRE TRACT LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY – ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 39.893 ACRE TRACT CONVEYED TO DAVID S. BORSACK BY DEED RECORDED IN VOLUME 3350, PAGES 238 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN IN EXHIBIT “B”, AND GRAPHICALLY SHOWN IN EXHIBIT “E”.

II.

The following property is rezoned from A-O, Agricultural Open to R-3, Townhouse:

BEING A 10.09 ACRE TRACT LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY – ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 39.893 ACRE TRACT CONVEYED TO DAVID S. BORSACK BY DEED RECORDED IN VOLUME 3350, PAGES 238 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN IN EXHIBIT “C”, AND GRAPHICALLY SHOWN IN EXHIBIT “E”.

III.

The following property is rezoned from A-O, Agricultural Open to R-4, Multi-Family:

BEING A 6.49 ACRE TRACT LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY – ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 39.893 ACRE TRACT CONVEYED TO DAVID S. BORSACK BY DEED RECORDED IN VOLUME 3350, PAGES 238 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN IN EXHIBIT “D”, AND GRAPHICALLY SHOWN IN EXHIBIT “E”.

EXHIBIT "B"

Field Notes
 Of A
 17.48 Acre Single Family (R-1) Tract
 Out Of A
 39.873 Acre Tract
 Crawford Burnett League - Abstract No. 7
 College Station, Brazos County, Texas

Field notes for a 17.48 acre single family (R-1) tract lying and being situated in the Crawford Burnett Survey - Abstract No. 7, College Station, Brazos County, Texas. Same 17.48 acre tract also being a portion of that certain 39.893 acre tract conveyed to David S. Borsack by deed recorded in Volume 3350, Pages 238 of the Official Records of Brazos County, Texas.

Said 17.48 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" diameter iron rod found marking the most northerly corner of said 17.48 acre tract and lying on the southwest right-of-way line of Jones-Butler Road, same iron rod also found marking the most northerly corner of the aforementioned 39.873 acre tract and the southeast corner of the row or formerly John and Linda Kemp 20.305 acre tract (2561, 86 # 325);

THENCE S 22 Degrees 04' 35" E along the northeast line of aforesaid 17.48 acre tract, same line also being the northeast line of aforesaid 39.893 acre tract and the southwest right-of-way line of Jones-Butler Road for a distance of 634.91 feet to a point for corner;

THENCE S 42 Degrees 24' 42" W for a distance of 105.12 feet to a point marking the beginning of a curve to the right;

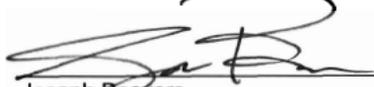
THENCE in a southwesterly direction along curve to the right for an arc distance of 31.88 feet, (Central Angle=78 degrees 04' 23", Radius = 25.00 feet, Tangent = 18.52 feet), and the Chord bears S 78 degrees 56' 53" W for a distance of 29.77 feet to the end of same curve to the right;

THENCE N 64 Degrees 30' 55" W for a distance of 134.78 feet to a point for corner and beginning point of a curve to the right;

THENCE in a southwesterly direction along curve to the right for an arc distance of 59.09 feet, (Central Angle=16 degrees 55' 37", Radius = 200.00 feet, Tangent = 29.76 feet), and the Chord bears S 33 degrees 56' 53" W for a distance of 58.87 feet to the end of same curve to the right;

THENCE S 42 Degrees 24' 42" W for a distance of 1293.72 feet to a point for corner, said corner lying on the southwest line of aforesaid 39.873 acre tract and also lying on the northeast line of the now or formerly Indivisa Corp. 147.638 acre tract

This parcel contains 0.4848 of one acre (21,120 sq. ft.) of land, more or less, out of the Crawford Burnet Survey, Abstract No. 7, Brazos County, Texas. Description prepared from an on-the-ground survey made during January, 2007. All bearings are based on the Texas State Plane Coordinate System, Central Zone (NAD 83).


Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

10 JUNE 08
Date

Project Number: 031-07-002
Attachments: Survey Drawing L:\17 ac FM 2818\DGNS\ 03102FINAL.dgn
L:\17 ac FM 2818\FNOTES\0.4848 AC.doc



EXHIBIT "C"

Field Notes
Of A
 10.09 Acre TOWNHOME (R-3) Tract
Out Of A
 39.873 Acre Tract
 Crawford Burnett League – Abstract No. 7
 College Station, Brazos County, Texas

Field notes for a 10.09 acre TOWNHOME (R-3) tract lying and being situated in the Crawford Burnett Survey – Abstract No. 7, College Station, Brazos County, Texas. Same 10.09 acre tract also being a portion of that certain 39.893 acre tract conveyed to David S. Borsack by deed recorded in Volume 3350, Pages 238 of the Official Records of Brazos County, Texas.

Said 10.09 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4" diameter iron rod found marking the most northerly corner of said 17.48 acre tract and lying on the southwest right-of-way line of Jones-Butler Road, same iron rod also found marking the most northerly corner of the aforementioned 39.873 acre tract and the southeast corner of the now or formerly John and Linda Kemp 20.305 acre tract (2561, 86 & 325);

THENCE S 22 Degrees 04' 35" E along the northeast line of aforesaid 17.48 acre tract, same line also being the northeast line of aforesaid 39.893 acre tract and the southwest right-of-way line of Jones-Butler Road for a distance of 634.91 feet to the *PLACE OF BEGINNING*;

THENCE S 42 Degrees 24' 42" W for a distance of 105.12 feet to a point marking the beginning of a curve to the right;

THENCE in a southwesterly direction along curve to the right for an arc distance of 31.88 feet, (Central Angle=78 degrees 04'23", Radius = 25.00 feet, Tangent = 18.52 feet), and the Chord bears S 78 degrees 56' 53" W for a distance of 29.77 feet to the end of same curve to the right;

THENCE N 64 Degrees 30' 55" W for a distance of 134.78 feet to a point for corner and beginning point of a curve to the right;

THENCE in a southwesterly direction along curve to the right for an arc distance of 59.09 feet, (Central Angle=16 degrees 55'37", Radius = 200.00 feet, Tangent = 29.76 feet), and the Chord bears S 33 degrees 56' 53" W for a distance of 58.87 feet to the end of same curve to the right;

THENCE S 42 Degrees 24' 42" W for a distance of 1293.72 feet to a point for corner, said corner lying on the southwest line of aforesaid 39.873 acre tract and also lying on the northeast line of the now or formerly Indivisa Corp. 147.638 acre tract

recorded in Volume 3783, Pages 194 & 195) of the Official Records of Brazos County, Texas;

THENCE S 48 Degrees 49' 54" E for a distance of 365.33 feet to a point for corner;

THENCE N 36 Degrees 16' 10" E for a distance of 144.25 feet to a point for corner;

THENCE N 10 Degrees 40' 09" W for a distance of 70.01 feet to a point and beginning of a curve to the left;

THENCE in a northeasterly direction along curve to the left for an arc distance of 25.10 feet, (Central Angle=28 degrees 45' 28", Radius = 50.00 feet, Tangent = 12.82 feet), and the Chord bears N 56 degrees 47' 26" E for a distance of 24.83 feet to the end of same curve to the left;

THENCE N 42 Degrees 24' 42" E for a distance of 1082.28 feet to a point for corner and beginning of a curve to the right;

THENCE in a northeasterly direction along curve to the right for an arc distance of 132.49 feet, (Central Angle=25 degrees 30' 43", Radius = 300.00 feet, Tangent = 67.92 feet), and the Chord bears N 55 degrees 10' 03" E for a distance of 132.48 feet to the end of same curve to the right and also lying on the southwest right-of-line of Jones-Butler Road and the northeast line of aforesaid 39.873 acre tract;

THENCE N 22 Degrees 04' 35" W for a distance of 211.91 feet to the PLACE OF BEGINNING and containing 10.09 acres of land, more or less.

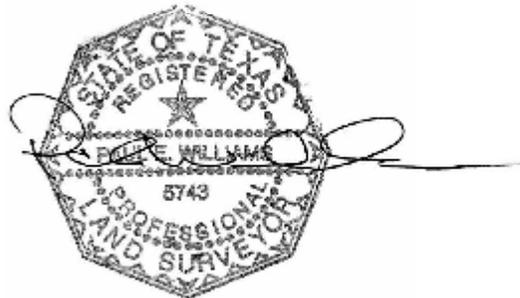


EXHIBIT "D"

Field Notes
Of A
 6.49 Acre Multi-Family (R-4) Tract
Out Of A
 39.873 Acre Tract
 Crawford Burnett League – Abstract No. 7
 College Station, Brazos County, Texas

Field notes for a 6.49 acre multi-family (R-4) tract lying and being situated in the Crawford Burnett Survey – Abstract No. 7, College Station, Brazos County, Texas. Same .748 acre tract also being a portion of that certain 39.893 acre tract conveyed to David S. Borsack by deed recorded in Volume 3350, Pages 238 of the Official Records of Brazos County, Texas.

Said 6.49 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" diameter iron rod found marking the most southerly corner of said 39.893 acre tract and also marking the northwest corner of Jones-Butler Road, same iron rod also found marking the most northerly corner of the Las Palomas Subdivision (4033, 154) and lying on the northeast line of the Indivisa Corp. 147.368 acre tract (3783, 194 & 196);

THENCE N 48 Degrees 49' 54" W for a distance of 339.51 feet to a point for corner;

THENCE N 36 Degrees 16' 10" E for a distance of 144.25 feet to a point for corner;

THENCE N 10 Degrees 40' 09" W for a distance of 70.01 feet to the beginning point of a curve to the left;

THENCE in a northeasterly direction along curve to the left for an arc distance of 25.10 feet, (Central Angle=28 degrees 45'28", Radius = 50.00 feet, Tangent = 12.82 feet), and the Chord bears N 36 degrees 47' 26" E for a distance of 24.83 feet to the end of same curve to the left;

THENCE N 42 Degrees 24' 42" E for a distance of 558.32 feet to the beginning point of a curve to the right;

THENCE in a southeasterly direction along curve to the right for an arc distance of 36.29 feet, (Central Angle=02 degrees 04'45", Radius = 1000.00 feet, Tangent = 18.15 feet), and the Chord bears S 44 degrees 50' 39" E for a distance of 36.29 feet to the end of same curve to the right and beginning point of a second curve to the right;

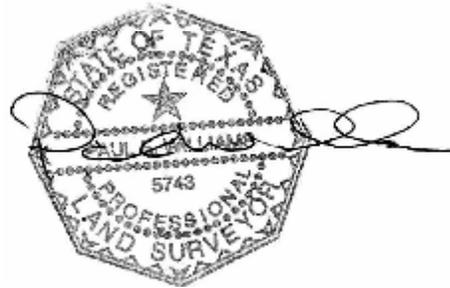
THENCE in a southeasterly direction along curve to the right for an arc distance of 107.34 feet, (Central Angle=30 degrees 45'07", Radius = 200.00 feet, Tangent =

55.00 feet), and the Chord bears S 28 degrees 25' 43" E for a distance of 106.06 feet to the end of same curve to the right and beginning point of a curve to the left;

THENCE in a southeasterly direction along curve to the left for an arc distance of 119.00 feet, (Central Angle=34 degrees 05' 30", Radius = 200 feet, Tangent = 61.32 feet), and the Chord bears S 30 degrees 05' 55" E for a distance of 117.25 feet to the end of same curve to the right and beginning point of a second curve to the left;

THENCE S 47 Degrees 08' 13" E for a distance of 161.74 feet to a point for corner;

THENCE S 42 Degrees 51' 21" E for a distance of 687.47 feet to the *PLACE OF BEGINNING* and containing 6.49 acres of land, more or less.



September 11, 2008
Regular Agenda Item No. 9
Ordinance Increasing Atmos Rates

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved earlier this year.

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

Summary: The City of College Station, along with 150 other cities served by Atmos Energy Mid-Tex Division ("Atmos" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On April 14, 2008, Atmos filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City earlier this year. The Company's April RRM filing seeks a \$33.5 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos to support its request to increase rates.

The Ordinance and attached tariff approving rates that will increase the Company's revenues by \$20 million effective October 1, 2008, are the result of negotiation between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The monthly bill impact for the average residential customer is \$0.81. The ACSC Executive Committee recommends that all ACSC cities adopt the ordinance implementing the rate change.

The RRM tariff was approved by cities as part of the settlement agreement to resolve Atmos' 2007 rate increase case. Atmos' rate request represents the first filing pursuant to the three-year trial project known as the RRM process. The RRM process was created collaboratively by the Steering Committee and Atmos as an alternative to the GRIP surcharge process. The RRM process allows for a more comprehensive rate review and annual adjustment that will function as a substitute for future GRIP filings during the three-year trial period specified by the tariff.

Budget & Financial Summary: The monthly bill impact for the average residential customer is \$0.81.

Attachments:

1. Ordinance
2. Tariffs "Attachment A"
3. Proof of Revenue "Attachment B"
4. Model Staff Report
5. Rate Review Mechanism Fact Sheet
6. Memorandum from Rate Case Consultants Lloyd Gosselink Attorneys at Law

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS' PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of more than 150 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as "ACSC Cities"); and

WHEREAS, Atmos and ACSC Cities have been in continuing disagreement, dispute, and litigation over the implementation of GRIP surcharges pursuant to Section 104.301 of the Texas Utilities Code; and

WHEREAS, as part of the negotiations to resolve Atmos' 2007 rate case, ACSC Cities and the Company worked collaboratively to develop the Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled by Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the City took action earlier this year to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM Tariff; and

WHEREAS, on or about April 14, 2008, Atmos Mid-Tex filed with the City its first application pursuant to the RRM tariff to increase natural gas rates by approximately \$33.5 million, such increase to be effective in every municipality that has adopted the RRM tariff within its Mid-Tex Division; and

WHEREAS, ACSC Cities coordinated its review of Atmos' RRM filing and designated a Negotiation Committee made up of ACSC representatives and assisted by ACSC attorneys and consultants to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos is able to justify a rate increase of \$19.8 million; and

WHEREAS, the ACSC Executive Committee, as well as ACSC lawyers and consultants, recommends ACSC members approve the attached rate tariffs ("Attachment A" to this Ordinance) that will increase the Company's revenue requirement by \$20 million; and

WHEREAS, the attached tariffs implementing new rates and Atmos' Proof of Revenues ("Attachment B" to this Ordinance) are consistent with the negotiated resolution reached by ACSC Cities (including but not limited to a reduction of the residential customer monthly charge to \$7.00 per month) and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that ACSC Cities receive the benefit of any Settlement Agreement that Atmos enters into with other entities arising out of its RRM or any associated appeals of a decision entered by the Railroad Commission regarding the Company's request to increase rates. The ACSC Cities' acknowledge that the exercise of this right is conditioned upon the ACSC Cities' acceptance of all rates, revenues, terms and conditions of any other Settlement Agreement or associated appeals arising out of the Company's RRM filing *in toto*; and

WHEREAS, the negotiated resolution of the Company's RRM filing and the resulting rates are, as a whole, is in the public interest; now, therefore,

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

- Section 1. That the findings set forth in this Ordinance are hereby in all things approved.
- Section 2. That the City Council finds that the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs and Atmos' proof of revenues, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.
- Section 3. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.
- Section 4. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 6. That if ACSC Cities determine any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the ACSC Cities. Exercise of this right is conditioned upon ACSC Cities' acceptance of all rates, revenues, terms and conditions of any other Settlement Agreement or associated appeals arising out of the Company's RRM filing *in toto*.

Section 7. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for customer bills delivered on or after October 1, 2008.

Section 8. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

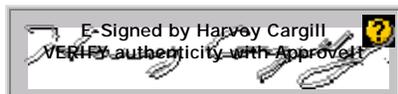
PASSED AND APPROVED this _____ day of _____, 2008.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:



City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 23

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 7.00 per month
Commodity Charge – All Mcf	\$2.2410 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19844
REVISION NO: 0

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 24

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 13.50 per month
Commodity Charge - All Mcf	\$ 0.9809 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19842
REVISION NO: 0

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 25

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 425.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2733 per MMBtu
Next 3,500 MMBtu	\$ 0.1993 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0427 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19842
REVISION NO: 0

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 26

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 27

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 425.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2733 per MMBtu
Next 3,500 MMBtu	\$ 0.1993 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0427 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19845
REVISION NO: 0

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 28

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: **0**

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 40

Applicable to Rate R, Rate C, and Rate I for all gas sales made by Company, and applicable to Rate R, Rate C, Rate I, and Rate T for recovery of Pipeline System costs. The total gas cost recovery amount due is determined by adding the gas cost calculated in Section (a) below and the pipeline cost calculated in Section (b) below.

The amount due for gas cost (Section (a)) is determined by multiplying the Gas Cost Recovery Factor (GCRF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on a Mcf basis. For Customers receiving service under Rate I, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

The amount due for pipeline cost (Section (b)) is determined by multiplying the Pipeline Cost Factor (PCF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I and Rate T, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

(a) Gas Cost
Method of Calculation

The monthly gas cost adjustment is calculated by the application of a Gas Cost Recovery Factor (GCRF), as determined with the following formula:

$$\text{GCRF} = \text{Estimated Gas Cost Factor (EGCF)} + \text{Reconciliation Factor (RF)} + \text{Taxes (TXS)}$$

EGCF = Estimated cost of gas, including lost and unaccounted for gas attributed to residential, commercial, and industrial sales, and any reconciliation balance of unrecovered gas costs, divided by the estimated total residential, commercial, and industrial sales. Lost and unaccounted for gas is limited to 5%.

RF = Calculated by dividing the difference between the Actual Gas Cost Incurred, inclusive of interest over the preceding twelve-month period ended June 30 and the Actual Gas Cost Billed over that same twelve-month period by the estimated total residential, commercial, and industrial sales for the succeeding October through June billing months. The interest rate to be used is the annual interest rate published by the PUC every December. The interest rate of 2008 is 4.69%.

Actual Gas Cost Incurred = The sum of the costs booked in Atmos Energy Corp., Mid-Tex Division account numbers 800 through 813 and 858 of the FERC Uniform System of Accounts, including the net impact of injecting and withdrawing gas from storage. Also includes a credit or debit for any out-of-period adjustments or unusual or nonrecurring costs typically considered gas costs and a credit for amounts received as Imbalance Fees or Curtailment Overpull Fees.

Actual Gas Cost Billed = EGCF multiplied by the monthly volumes billed to Residential, Commercial and Industrial Sales customers, less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 41

Any amount remaining in the reconciliation balance after the conclusion of the period of amortization will be maintained in the reconciliation balance and included in the collection of the next RF.

Atmos Energy shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off, Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected.

TXS = Any statutorily imposed assessments or taxes applicable to the purchase of gas divided by the estimated total residential, commercial, and industrial sales.

ADJ = Any surcharge or refund ordered by a regulatory authority, inclusive of interest, divided by the estimated total residential, commercial, and industrial sales is to be included as a separate line item surcharge.

(b) Pipeline Cost

Method of Calculation

Each month, a Pipeline Cost Factor (PCF) is calculated separately for each Pipeline Cost Rate Class listed below. The formula for the PCF is:

$PCF = PP / S$, where:

$PP = (P - A) \times D$, where:

P = Estimated monthly cost of pipeline service calculated pursuant to Rate CGS

D = Pipeline service allocation factor for the rate class as approved in the Company's most recent rate case, as follows:

Pipeline Cost Rate Class	Allocation Factor (D)
Rate R - Residential Service	.634698
Rate C - Commercial Service	.302824
Rate I - Industrial Service and Rate T - Transportation Service	.062478

A = Adjustment applied in the current month to correct for the difference between the actual and estimated pipeline cost revenue of the second preceding month, calculated by the formula:

$A = R - (C - A2)$, where:

R = Actual revenue received from the application of the PP component in the second preceding month.

C = Actual pipeline costs for the second preceding month.

A2 = The adjustment (A) applied to the PP component in the second preceding month.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 42

S = Estimated Mcf or MMBtu for the rate class for the current billing month.

The PCF is calculated to the nearest 0.0001 cent.

The Pipeline Cost to be billed is determined by multiplying the Mcf or MMBtu used by the appropriate PCF. The Pipeline Cost is determined to the nearest whole cent.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

RIDER:	CEE – CONSERVATION & ENERGY EFFICIENCY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 58

Purpose

Atmos Energy Mid-Tex is proposing to institute a complete Conservation & Energy Efficiency program which will offer assistance to qualified customer segments in reducing energy consumption and lowering energy utility bills. The proposal is one where Atmos Energy shareholders will fund a percentage of the allowable expenses incurred annually, with a customer rate component providing the remainder of the funding. Following is a high-level, concept summary of the proposal. Atmos Energy Mid-Tex Division proposes to work with the communities it serves to develop the details of a new tariff and programs addressing conservation and energy efficiency.

Synopsis:

Voucher system to provide free energy savings materials and supplies to qualifying customers of Atmos Mid-Tex. Qualified Customers will receive up to two hundred dollars (\$200.00) worth of caulking, weather-stripping, sheathing, sealing, water heater blankets, and like materials, other energy saving devices such as clock-thermostats, set-back devices ("covered items") from approved suppliers / retailers. Company will undertake efforts to enlist support from community groups, including its own Employee Action Program, to assist customers with installation. If it is determined that professional installation capabilities are necessary, the parties will agree on labor assistance amounts.

Eligibility

Low Income – Low-income rate-payers that qualify for heating bill assistance through LIHEAP agencies and all agencies that distribute Atmos "Share the Warmth" funds. Agencies that allocate assistance funds denote customer as Low Income, a status that lasts for one year.

Senior Citizen – Primary account holder can request eligibility through ATM call center or web-site. Customer provides primary SSN which is verified through Social Security Administration. And account holder that is or turns 65 years old in that year becomes eligible.

Funding

Initial program funding will be at two million dollars (\$2,000,000). Atmos Energy shareholders will contribute one million dollars (\$1,000,000.00) to this initiative annually with ratepayers providing one million dollars (\$1,000,000.00) per year. It is proposed that the program operate on an October 1 through September 30 year, with benefits being capped at the two million dollar level for the initial program period.

Administration:

A third-party administrator will coordinate qualification of customers, voucher distribution, subsequent verification and reimbursement of eligible expenditures and general program administration. Program administration expenses will be funded from the annual approved budget.

Audits will be provided all interested parties within 120 days of the end of each program year to determine effectiveness.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	CEE – CONSERVATION & ENERGY EFFICIENCY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 59

Report

Atmos shall file an annual report detailing cost to administer the program with details of the amounts paid out of program for energy conversation assistance. The report shall also detail number of applicants, number rejected and accepted and reason rejected. The report shall be filed with the Gas Service Director.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

RIDER:	FF – FRANCHISE FEE ADJUSTMENT	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 43

Application

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

Monthly Adjustment

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System (except Environs areas and the City of Dallas)	REVISION: DATE:
EFFECTIVE DATE:	11/01/2008	PAGE: 1 OF 2

RIDER WNA – Weather Normalization Adjustment

Provisions for Adjustment

The base rate per Mcf (1,000,000 Btu) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Mcf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Mcf
- R_i = base rate of temperature sensitive sales for the i^{th} schedule or classification approved by the entity exercising original jurisdiction.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification calculated as the slope of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification calculated as the y-intercept of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

RATE SCHEDULE:	Rate WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System (except Environs areas and the City of Dallas)	REVISION: DATE:
EFFECTIVE DATE:	11/01/2008	PAGE: 2 OF 2

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

Filings with Entities Exercising Original Jurisdiction

As part of its annual RRM filing the Company will file (a) a copy of each computation of the Weather Normalization Adjustment Factor, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, (c) a schedule showing the factors of values used in calculating such Weather Normalization Adjustment and (d) a random sample and audit of thirty (30) actual customer bills, with customer information deleted, for each rate schedule or classification to which the WNA was applied in the preceding 12 month period. To the extent that source data is needed to audit the WNA application, such data will be provided by the Company as part of the annual RRM filing.

If the RRM is discontinued, as provided in the Rider RRM tariff, the information required herein to be filed with the entities exercising original jurisdiction shall be filed on March 1 of each year.

Base Use/Heat Sensitivity (HSF) Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use Mcf	HSF Mcf/HDD	Base use Mcf	HSF Mcf/HDD
Abilene	1.27	.0130	10.93	.0638
Austin	1.29	.0133	18.47	.0641
Dallas	1.79	.0186	20.83	.0878
Waco	1.30	.0141	11.41	.0617
Wichita Falls	1.35	.0143	11.62	.0540

Sample WNAF_j Calculation:

$$.1533 \text{ per Mcf} = 1.2267 \times \frac{(.0131 \times (30-17))}{(1.14 + (.0131 \times 17))}$$

Where

- i = Residential Single Block Rate Schedule
- R_i = 1.2267 per MCF (Rate R - Final Order GUD No. 9670)
- HSF_i = .0131 (Residential - Abilene Area)
- NDD = 30 HDD (Simple ten-year average of Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
- ADD = 17 HDD (Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
- BL_i = 1.14 Mcf (Residential - Abilene Area)

**ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING DECEMBER 31, 2007**

Line	Description (a)	Total (b)	Reference (c)
	Rate R		
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$7.00	RRM Settlement Agreement, Pg 2, Item 5
3			
4	Consumption Charge (\$/Mcf)	\$2.1600	Settlement Allocation
5	2007 RRM True-up (\$/Mcf)	\$0.0810	Settlement Allocation
6	Rider GCR Part A	\$8.1244	Schedule H
7	Rider GCR Part B	\$0.6243	Schedule I
8			
9	<u>Billing Units (1):</u>		
10	Bills	17,069,679	WP_J-1.1
11	Total MCF	78,708,921	WP_J-1.1
12			
13	<u>Proposed Revenue:</u>		
14	Customer Charge	\$ 119,487,753	
15	Consumption Charge	176,385,175	
16	Base Revenue	\$ 295,872,928	
17	Rider GCR Part A	639,460,135	
18	Rider GCR Part B	49,140,231	
19	Subtotal	\$ 984,473,295	
20	Revenue Related Taxes	59,244,614	
21			
22	Total Proposed Revenue- Rate R	\$ 1,043,717,909	
23			
24	Note 1: See Billing Determinants Study for details.		

**ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING DECEMBER 31, 2007**

Line	Description (a)	Total (b)	Reference (c)
Rate C			
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$13.50	RRM Settlement Agreement, Pg 2, Item 5
3			
4	Consumption Charge (\$/Mcf)	\$0.9442	Settlement Allocation
5	2007 RRM True-up (\$/Mcf)	\$0.0367	Settlement Allocation
6	Rider GCR Part A	\$8.1244	Schedule H
7	Rider GCR Part B	\$0.5228	Schedule I
8			
9	<u>Billing Units (1):</u>		
10	Bills	1,434,516	WP_J-1.2
11	Total MCF	50,233,642	WP_J-1.2
12			
13	<u>Proposed Revenue:</u>		
14	Customer Charge	\$ 19,365,966	
15	Consumption Charge	49,273,373	
16	Base Revenue	\$ 68,639,339	
17	Rider GCR Part A	408,116,524	
18	Rider GCR Part B	26,261,046	
19	Subtotal	\$ 503,016,909	
20	Revenue Related Taxes	30,271,052	
21			
22	Total Proposed Revenue- Rate C	\$ 533,287,962	
23			
24	Note 1: See Billing Determinants Study for details.		

**ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING DECEMBER 31, 2007**

Line	Description (a)	Total (b)	Reference (c)
Rate I & T			
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$ 425.00	Settlement Allocation
3			
4	Block 1 (\$/MMBTU)	\$0.2352	Settlement Allocation
5	Block 2 (\$/MMBTU)	\$0.1715	Settlement Allocation
6	Block 3 (\$/MMBTU)	\$0.0367	Settlement Allocation
7	2007 RRM True-up (\$/MMBTU):		Settlement Allocation
8	Block 1 (\$/MMBTU)	\$0.0381	
9	Block 2 (\$/MMBTU)	\$0.0278	
10	Block 3 (\$/MMBTU)	\$0.0060	
11	Rider GCR Part A	\$8.1244	Schedule H
12	Rider GCR Part B	\$0.2938	Schedule I
13			
14	<u>Consumption Characteristics:</u>		
15	Block 1 (First 1,500 MMBTU)	0.23502	(1)
16	Block 2 (Next 3,500 MMBTU)	0.26655	(1)
17	Block 3 (Over 5,000 MMBTU)	0.49843	(1)
18			
19	<u>Billing Units (1):</u>		
20	Bills	10,052	WP_J-1
21	Block 1	9,522,217	WP_J-1
22	Block 2	10,799,921	WP_J-1
23	Block 3	20,195,218	WP_J-1
24	Total MMBTU	<u>40,517,356</u>	
25			
26	Sales Volumes	<u>2,331,063</u>	WP_J-1
27			
28	<u>Proposed Revenue:</u>		
29	Customer Charge	\$ 4,272,100	
30	Block 1	2,602,422	
31	Block 2	2,152,424	
32	Block 3	862,336	
33	Base Revenue	\$ 9,889,282	
34	Rider GCR Part A	18,494,542	
35	Rider GCR Part B	11,902,411	
36	Subtotal	\$ 40,286,235	
37	Revenue Related Taxes	2,424,385	
38			
39	Total Proposed Revenue- Rate I&T	<u>\$ 42,710,620</u>	
40			
41	Note 1: See Billing Determinants Study for details.		

MODEL STAFF REPORT

The City, along with 150 other cities served by Atmos Energy Mid-Tex Division ("Atmos" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On April 14, 2008, Atmos filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City earlier this year. The Company's April RRM filing seeks a \$33.5 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos to support its request to increase rates. The Ordinance and attached tariff approving rates that will increase the Company's revenues by \$20 million effective October 1, 2008, are the result of negotiation between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The monthly bill impact for the average residential customer is \$0.81. The ACSC Executive Committee recommends that all ACSC cities adopt the ordinance implementing the rate change.

RRM Background:

The RRM tariff was approved by cities as part of the settlement agreement to resolve Atmos' 2007 rate increase case. Atmos' rate request represents the first filing pursuant to the three-year trial project known as the RRM process. The RRM process was created collaboratively by the Steering Committee and Atmos as an alternative to the GRIP surcharge process. The RRM process allows for a more comprehensive rate review and annual adjustment that will function as a substitute for future GRIP filings during the three-year trial period specified by the tariff.

There are two components to the RRM adjustment. The prospective component adjusts rates for known and measurable changes in O&M and net plant investment. Atmos and ACSC agreed to cap changes to expenses and invested capital at no more than five percent. The true up component evaluates whether the Company has over or underrecovered its earnings for the previous year. For purposes of the RRM true up component, Atmos' rate of return on equity and its capital structure are frozen to avoid the parent company from manipulating the overall rate of return. Costs expressly prohibited from recovery through the RRM include first class air-fare, travel, meals or entertainment for employee's spouse, alcohol, sports events, entertainment, arts and cultural events, sponsorship of sports, arts or cultural events, and social club membership dues.

Purpose of the Ordinance:

The purpose of the Ordinance is to approve rate tariffs (Attachment A) that reflect the negotiated rate change pursuant to the RRM process. The Ordinance also approves the Company's proof of revenues (Attachment B), a required part of the RRM filing.

As a result of the negotiations, ACSC was able to reduce the Company's requested \$33.5 million RRM increase by more than 35 percent. Approval of the Ordinance will result in rates that implement a \$20 million increase in Atmos' revenues effective October 1, 2008.

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$33.5 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of at least \$19.8 million.

A contested case proceeding before the RRC on the Company's current application will take several months and cost ratepayers millions of dollars in rate case expenses and would not likely produce a request more favorable than that to be produced by the settlement. The ACSC Executive Committee recommends that ACSC members take action to approve the ordinance authorizing new rate tariffs.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the ordinance.
2. This section adopts the attached tariffs (Attachment A) and Company's proof of revenues (Attachment B) in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs that are being revised are attached to the Ordinance. Existing tariffs that are not being changed in any way are not attached to the Ordinance.
3. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
4. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
5. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
6. This section is a "Most Favored Nations" clause, which protects the City by mandating that if a Final Order or subsequent agreement approved in any proceeding addressing the issues raised in Atmos' RRM filing results in rates or terms that would be more beneficial to the ACSC Cities than the terms of this tariff, the City may, at its option, implement such more favorable rates or terms. The exercise of this right is contingent upon the City agreeing to adopt the terms of the Final Order or subsequent agreement *in toto*.
7. This section provides for an effective date upon passage.
8. This paragraph directs that a copy of the signed resolution be sent to a representative of the Company and legal counsel for ACSC.

Rate Review Mechanism Fact Sheet

*The Rate Review Mechanism (RRM) was created as part of a collaborative agreement between ACSC and Atmos. It replaces the unworkable and contentious Gas Reliability Infrastructure Program (GRIP) surcharge process.

*The RRM authorizes cities to meaningfully review and dispute the company's annual rate filings in an expedited rate proceeding at the city level. This authority was lacking under the GRIP process.

*The RRM will function as a substitute for future GRIP filings during the three-year trial period.

*The RRM permits the Company to seek an annual review of its revenues, estimated cost of operations, and capital investments. In most cases, the company cannot seek rate adjustments greater than 5 percent. The Company must provide evidence as part of the annual review process that Cities can assess and, if necessary, challenge.

*The RRM process allows Atmos to seek a surcharge from ratepayers if its anticipated expenses exceed its anticipated revenues for a 12 month period. However, if the Company's revenues exceed its authorized rate of return, it must issue refunds.

Costs Expressly Prohibited from Recovery Under the RRM:

First class air-fare, travel, meals or entertainment for employee's spouse, alcohol, sports events, entertainment, arts and cultural events, sponsorship of sports, arts or cultural events, and social club membership dues.

The RRM is applicable only to the Company's base rates - the cost of delivering natural gas to customers. The commodity price of natural gas is a pass-through cost to customers that can change monthly based upon the price of natural gas.

Process for RRM Filing:

Cities have 90 days to review the Company's RRM filing. After the 90-day "Review Period," the 30-day "Response Period" allows Cities to work with the Company regarding issues identified by the city during the Review Period.

Atmos Mid-Tex' first RRM was made April 14, 2008. In subsequent years, Atmos will make its RRM filing with Cities on or after April 1st of each year. (The filing date is referred to as the "Annual Evaluation Date" in the tariff.)

The City and the Company commit to act collaboratively during this process. However, if Cities and the Company cannot come to agreement at the end of the Response Period, the Company may appeal a city's action or inaction on the RRM to the Railroad Commission.

Ms. Doyle's Direct Line: (512) 322-5820
Email: kdoyle@lglawfirm.com

MEMORANDUM

TO: Atmos City Steering Committee (ACSC) Members

FROM: Geoffrey Gay
Kristen Doyle

DATE: August 13, 2008

RE: **FINAL ACTION BY OCTOBER 1ST – Atmos RRM Settlement**

The ACSC Settlement Committee (Jay Doegey – Arlington, Danny Reed – Fort Worth, Mark Israelson – Plano, Don Wilson – Eastland, Cathy Cunningham – various ACSC cities, Phil Boyd – Lewisville, Rodney Adams – Irving), with the advice and input of ACSC consultants and lawyers, has worked to resolve the Company's pending \$33.5 million Rate Review Mechanism ("RRM") rate increase request without the necessity of a protracted and costly contested case proceeding. The attached tariff that reflects rates that will increase Atmos' revenues by \$20 million. The negotiated result represents a 35 percent reduction in Atmos' requested rate increase. The monthly bill impact for an average residential customers is \$0.81.

The RRM process was created by Atmos and ACSC to eliminate the piecemeal ratemaking GRIP process in favor of an expedited rate review controlled by cities. The Company's filing is the first filing pursuant to the agreed RRM process. The ACSC Executive Committee recommends approval of the negotiated resolution because it represents an outcome that is equal to or better than the outcome expected from a lengthy contested case proceeding, and maintains cities' role as a regulator of natural gas rates.

Please schedule consideration of the ordinance for your next available council meeting. Final council action to approve the ordinance must take place by October 1st. To assist you, several documents are attached:

- An ordinance setting new rates. The approved Ordinance should include the attached Tariff ("Attachment A" to the Ordinance) and Proof of Revenues ("Attachment B")
- A model staff report
- An explanation of key provisions of the RRM tariff and filing

Please contact Kristen (512/322-5820, kdoyle@lglawfirm.com) immediately if your city is unable to meet the October 1st deadline for final action. Once final action has been taken by your city, please forward a copy of the ordinance to Atmos Mid-Tex and to our paralegal, Gary Stiffler (fax number: 512/472-0532, gstiffler@lglawfirm.com).

**September 11, 2008
Regular Agenda Item No. 10
Bond Referendum Brochure**

To: Glenn Brown, City Manager

From: Wayne Larson, APR, Communications Director

Agenda Caption: Presentation, possible action, and discussion regarding a draft of the 2008 bond referendum brochure.

Recommendation(s): Provide input to staff and approval of the brochure.

Summary: The Public Communications Department is managing a comprehensive voter education campaign for the bond referendum.

The campaign includes the use of a brochure to educate voters on the various projects to be considered in the bond referendum. The brochure will be sent to each resident in College Station and will be used to educate voters on project details and costs.

The City will use the brochure in concert with other voter education tools: website, mass media, social media, TV19 and more.

Budget & Financial Summary: N/A

Attachments:

1. A draft copy of the brochure will be distributed to Council prior to the meeting.