



**Mayor**

Ben White

**Mayor Pro Tem**

Dave Ruesink

**City Manager**

Glenn Brown

**Council members**

John Crompton

James Massey

Dennis Maloney

Katy-Marie Lyles

Lawrence Stewart

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, December 10, 2009 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.  
**Introduction of New Community Librarian**

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.

**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 meeting, November 9, 2009, and November 16, 2009.
  - b. Presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, by repealing Section 11 AUTOMATIC TRAFFIC SIGNAL ENFORCEMENT (Red Light Camera Program); and providing an effective date.
  - c. Presentation, possible action, and discussion of an ordinance approving Oversize Participation (OP) for a water line improvement in the Sonoma Subdivision, Phase 3 for a total requested City participation of \$147,614.50.

d. Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2G (1) of the Code of Ordinances of the City of College Station to repeal the existing bicycle prohibition on Texas Avenue.

e. Presentation, possible action, and discussion regarding an Interlocal Agreement (ILA) between the Cities of College Station and Bryan for the design costs of a traffic signal at the intersection of Wellborn Road with F&B and Old College. The City of College Station's portion is estimated not to exceed \$21,000. A second ILA will come at a later date for the Council to consider participating in the construction costs.

f. Presentation, possible action, and discussion regarding approval of a contract with HGAC for purchase of Motorola radio equipment and services to upgrade the handheld and mobile radios in preparation for activation of the Brazos Valley Wide Area Communications System (BVWACS) in an amount not to exceed \$2,500,000.00.

g. Presentation, possible action, and discussion to ratify medical claims expenses of \$291,633.88 and authorize additional projected claims of \$364,183.75 for a combined increase to the 2009 Blue Cross Blue Shield purchase order 090433, in the amount of \$655,817.63.

h. Presentation, possible action, and discussion regarding contract renewal for Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$52,000. Anticipated workers compensation claims for FY10 are \$100,000 and anticipated liability claims for FY10 are \$330,000.

i. Presentation, possible action, and discussion regarding the annual renewal of Property and Casualty insurance policies for the term October 1, 2009 to September 30, 2010 for a total of \$412,835 to include:

- Excess Liability/Worker's Compensation with Star National Insurance Co. for \$289,801:
- Property/Boiler and Machinery with Affiliated FM for \$101,434
- Crime Coverage with Federal Insurance Co. for \$4,522
- EMT Liability with Western World Insurance Co. for \$5,078
- Brokerage fees with McGriff, Siebels, & Williams for \$12,000

j. Presentation, possible action, and discussion on approving renewal contracts with Blue Cross and Blue Shield of TX for medical and dental coverage, Deer Oaks for the employee assistance program, and Standard Insurance Company for long term disability insurance.

k. Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2010 through December 31, 2010. The projected amount for both the renewals and total projected expenditures is \$7,821,243.80.

l. Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No. 10-049) with The Ground Crew, LLC for the amount of \$246,739.29 for the construction of the University Drive Beautification Project.

m. Presentation, possible action, and discussion for the approval of a Real Estate Contract with JILL MARY DUNLAP, as Independent Executrix of the ESTATE OF WAYNE ALAN DUNLAP, deceased and as Trustee of THE DUNLAP FAMILY TRUST, created under the Will of Wayne Alan Dunlap, deceased, BEVERLY J. FURRER, PATRICIA J. VOGEL and THOMAS L. BROWN, JR., ("SELLERS") for a 26 foot variable width strip of right of way and a 10 foot wide public utility easement needed to widen Barron Road. The purchase price for the property is \$85,351.00. Closing costs, title insurance and incidentals will not exceed \$3,000.00.

- n. Presentation, possible action, and discussion regarding a resolution designating the request for Construction Manager at Risk (CMAR) as an alternative delivery method for the Larry J. Ringer Library Expansion (GG1010).
- o. Presentation, possible action, and discussion concerning a resolution awarding the professional services contract (Contract No. 10-067) with HDR|Claunch & Miller in the amount not to exceed \$778,725.00 for engineering design services for the Raymond Stotzer West project.
- p. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #10-037) with Wade Contractors, Inc. in the amount of \$71,073 for replacement construction improvements in Windwood Park.
- q. Presentation, possible action, and discussion on a Construction Contract with Garney Companies, Inc., in the amount of \$3,592,544, for the construction of the Well No. 8 Collection Line and the Parallel Wellfield Collection Line and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- r. Presentation, possible action, and discussion on approving the award of an annual contract for gasoline and diesel fuel (Contract #10-054) to Brenco Marketing Corp. (Bryan, TX) for the amount of \$1,014,815.00.
- s. Presentation, possible action, and discussion on approving the award of an annual contract for gasoline and diesel fuel to Brenco Marketing Corp. (Bryan, TX). The annual estimated expenditure for gasoline and diesel fuel for BVSWMA is \$296,973.00.
- t. Presentation, possible action, and discussion approving an Advance Funding Agreement (AFA) between The City of College Station and TxDOT allowing the City to construct improvements within the FM 2818 right of way related to the Holleman Extension project.
- u. Presentation, possible action, and discussion regarding the approval to submit an application to the Department of Homeland Security SAFER Grant Program in the amount of \$1,857,775 to hire 15 firefighters and agreeing to provide the balance of \$1,010,132 to complete the cost of the staffing for year 3 to meet the requirements as set forth in the SAFER Grant program.
- v. Presentation, possible action, and discussion regarding the purchase of 48 replacement and 19 upgrades for Mine Safety Appliance (MSA) manufactured self contained breathing apparatus (SCBA) distributed by Casco Industries Inc. for \$320,879.20.
- w. Presentation, possible action, and discussion regarding approval of a resolution awarding Bid No. 10-16 to Re-Con Company for the rebid for construction of Dowling Road Substation in the amount of \$2,975,960.21, plus owner furnished material of \$1,785,536.00, for a total bonded project requirement of \$4,761,496.21, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. Also, the rejection of Bid No. 09-86 for the construction of Dowling Road Substation.
- x. Presentation, possible action, and discussion regarding approval of settlement agreements with the Brazos River Authority and Wellborn Special Utilities District to resolve their protests to the City's Bed and Banks Permit application before the TCEQ.

y. Remove from table, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the McCullough-Olden Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.

z. Remove from table, presentation, possible action, and discussion regarding an Oil and Gas Operations Permit for the McCullough-McCullough Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.

### **Regular Agenda**

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

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. Public hearing, presentation, possible action, and discussion on an ordinance adopting Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, approving the 2009 International Codes with related amendments and the 2008 National Electrical Code with related amendments for use in College Station.
2. Presentation, possible action, and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2009 International Fire Code with related amendments and the 2009 NFPA Life Safety Code.
3. Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance", Section 7.5 "Landscaping and Tree Protection" of the Code of Ordinances of the City of College Station, Texas and discussion of riparian area protection.
4. Public hearing, presentation, possible action, and discussion on 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 rezoning from C-1 General Commercial to a Planned Development District 1.317 acres located at 300 A Holleman Drive East.
5. Presentation, possible action, and discussion regarding the establishment of a Code Coordination Sub-Committee of various Boards, Commissions, and Council involved in the implementation and

enforcement of the Unified Development Ordinance and other development related regulations and standards and appointment of membership to the same.

6. 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, December 10, 2009 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 7<sup>th</sup> day of December, 2009 at 2:00 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 7, 2009 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.



**Mayor**  
Ben White  
**Mayor Pro Tem**  
David Ruesink  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart

**Minutes**  
**City Council Regular Meeting**  
**Monday, November 09, 2009 at 12:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor Ben White, Mayor Pro Tem Ruesink, Council members Crompton, Massey, Maloney, Lyles, and Stewart

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

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

Mayor White called the meeting to order at 12:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance. Chief R.B. Alley provided the invocation.

**2. Hear Visitors.**

Christian Ede, 1304 Todd Trail CS – Operator of Taxicab in Bryan/College Station Community expressed concerns on changes being proposed to Taxicab businesses in College Station.

Alston Thom, TAMU – Dept. of Anthology reported an upcoming public event for citizens to come and learn of the Comanche Nation. This event will be held on November 13-15, 2009 at the Veterans Park.

**3. 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.**

**Item No 3j** – Mayor Pro Tem Ruesink inquired about changes to the tax roll. Jeff Kersten, Chief Financial Officer explained that a minimal amount has changed on tax roll.

Council member Maloney present at 12:30.

- a. Approved minutes for City Council Workshop and Regular meeting, October 8, 2009 and October 19, 2009.

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- b. Approved renewal of an annual price agreement with Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$478,104.
- c. Approved **Resolution No. 11-09-09-3c** accepting the Governors Division of Emergency Management (GDEM) the 2009 Homeland Security Grant Program Sub-recipient of \$75,000, naming a City staff member as manager of those grant funds, and approving the 2009 City of College Station Equipment List for purchase.
- d. Approved **Resolution No. 11-09-09-3d** increasing the food establishment health permit fee collected by the Brazos County Health Department to a flat fee of \$400 a year, beginning with the 2010 permit.
- e. Approved the purchase of a Roll-Off Truck from East Texas Mack Sales, LLC and B & C Body Company be used by the Brazos Valley Solid Waste Management Agency in the amount of \$145,432.00.
- f. Approved the purchase of a Ford F750 Truck from Philpott Ford to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$119,734.00.
- g. Approved settlement agreement with Wellborn SUD and Main Street Homes, which is the third of three agreements that will allow the City to pursue TCEQ approval of our application to extend our sewer certificated area into parts of the ETJ.
- h. Approved funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY10 in the amount of \$181,000 for Affiliate funding.
- i. Approved authorized FY 10 expenditures for the Brazos County Appraisal District in the amount of \$236,692 pursuant to the Property Tax Code 6.06D.
- j. Approved the 2009 Property Tax Roll in the amount of \$23,623,086.36.
- k. Approved :
  - (1) an amendment to the Professional Services Contract 04-176 with Epsilon Engineering, Inc. for the purpose of foregoing transfer and novation of the contract to Jacobs Engineering Group Inc and also modifying the date for which all design work and other professional services provided under the Contract must be completed to July 30, 2012, and
  - (2) a change order to the Professional Services Contract 04-176 with Epsilon Engineering, Inc., now Jacobs Engineering Group, Inc., in the amount of \$60,870.40, for additional services to design improvements to the intersection of Barron Road and SH 40.
- l. Approved Change Order to Contract #08-277 to Brazos Valley Services in the amount of \$233,373.70 for additional construction services related to the College Park/Breezy Heights Rehabilitation Project.
- m. Approved Change Order No. 1 to the Water Reclamation Project design contract in the amount of \$24,000.00 to Contract No. 09-147 with Lockwood, Andrews, & Newnam for design services

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to provide programming deliverables for control of the water reclamation system.

- n. Approved Change Order to Professional Services Contract #05-160 with McClure & Brown Engineering in the amount of \$211,397.50 related to revisions and updates to the Tauber and Stasney Streets Rehabilitation design.
- o. Approved **Resolution No. 11-09-09-3o** for Professional Services Contract with Lockwood, Andrews, and Newnam, Inc. in the amount of \$225,477; for the design of the Carters Creek Wastewater Treatment Plant Lab and SCADA Building and **Resolution No. 11-09-09-3o-a** declaring intention to reimburse certain expenditures with proceeds from debt.
- p. Approved Interlocal Agreement between the cities of Bryan and College Station in an amount not to exceed \$60,000; for turn lanes and signals at the intersection of University Drive and Copperfield.
- q. Approved **Resolution No. 11-09-09-3q** to purchase 5.5 Wetland Mitigation Credits in the Steele Creek Mitigation Bank from OXBOW Investments Inc. in the amount of \$137,500.00.
- r. Approved the execution of a Right-of-Way Easement Agreement with the Texas A&M University System (TAMUS), for the construction of Penberthy Road Extension.

Mayor Pro tem Ruesink moved to approve consent items 3a thru 3r. Council member Lyles seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Council member Crompton, Massey, Maloney, Lyles, and Stewart

AGAINST: None

**1. Public hearing, presentation, possible action, and discussion regarding a proposed amendment to the City's smoking ordinance.**

Hayden Migl, Assistant to the City Manager presented (2) options for proposed amendment to the City's smoking ordinance.

**Amendment Options:**

**Option A**

- ▶ Tobacco specialty shop defined
- ▶ Clarifies that smoking is not allowed at any public meeting, in any public place, or in a workplace unless specifically permitted

**Option B**

- ▶ Same as Option A
- ▶ Defines a hookah bar and adds it as an exception

Mayor White opened the public hearing.

Wayne Rife, Attorney for Business Owner, 9502 Brookwater Cr., CS - presented Council information on supporting Option B and grant exception for Hookah Bar to continue operations.

Mark Sweidon, Owner, 14105 Renee Ln., CS – explained the environment of Hookah Bars.

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Timothy Kykon, 2021 Yaupon, CS - requested Council to support Option B to exempt Hookah Station from the smoking ordinance.

Mayor White closed the public hearing.

Council member Maloney moved to approve **Ordinance No. 3212** that defines hookah bars and adds them as an exception in addition to defining tobacco specialty shops, with a requirement to receive at least 30% of their revenues from sales or rental of hookah tobacco products as shown in Option B. Council member Lyles seconded the motion, which carried 4 - 3.

FOR: Mayor Ben White, Council member Lyles, Maloney, and Stewart  
AGAINST: Mayor Pro tem Ruesink, Council member Crompton, and Massey

**2. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 7.9, "Non-Residential Architectural Standards," of the Code of Ordinances of the City of College Station as it relates to parking lot screening.**

Lindsay Kramer, Senior Planner presented a proposed ordinance amendment with the intension to modify the requirements for parking lot screening required in conjunction with the Non-Residential Architectural Standards.

**Existing Ordinance**

- All development
- Options for design by LA

**NRA Req.**

- Berms required if 150k s.f. or greater

**Proposed Changes – NRA**

- Berms req. (20k s.f. +)
- Allows shrubs, berms, masonry walls  
Points are doubled and screening certified
- Options for  
redevelopment, tree  
preservation, LA design

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

Council member Crompton moved to approve **Ordinance No. 3213** amending the UDO that relates to parking lot screening. Council member Massey seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Council member Crompton, Massey, Maloney, Lyles, and Stewart  
AGAINST: None

**3. Public Hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the McCullough-Olden Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.**

Alan Gibbs, City Engineer presented the McCullough-Olden Unit Well #1RE which is the re-entry of a pre-existing well bore is located at the corner of William D. Fitch and Williams Creek Drive. The original well was permitted in 1993 as a "Rural" classification well. Based on the encroachment by development the re-entry of this well is classified as "High Impact," in the area of the proposed oil or

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gas operation. Access to the site during drilling operations will be from the existing private access drive coming off William D. Fitch. Access to the site during production will be from a proposed private access road off Williams Creek Drive. The Project Review Committee concurred with the attached City Engineer's Report which detail the permit application deficiencies in regard to the associated requirements outlined in the Chapter 4: Business Regulations, Section: Oil and Gas Regulations. Per the ordinance, the City retained CSC Engineering & Environmental Consultants, Inc., a third party consultant, to evaluate the public impact of the proposed activity. The applicant is responsible for the consultant's fee of \$4,752.11 per the ordinance. The consultant's findings were provided to the applicant and incorporated into the City Engineer's Report to the Project Review Committee.

The Project Review Committee, comprised of the Planning and Zoning Commission Chair, the City Engineer, and the Director of Planning and Development Services, met on October 5, 2009 and recommended denial of the permit.

Recommendation for Denial:

- Well Site Encroachment:
  - 50 ft of an Right-of-Way (*No Exception*)
- Screening:
  - Fencing
  - Landscaping with Irrigation
- Well Site Access Drive Design:
  - Sight Vehicle Triangle to be determined and Vegetation Cleared
- Description of Fire Control Measures
- Proof of Contractual Site Maintenance

Mayor White opened the public hearing.

Ernest V. Bruchez, 4343 Carter Creek, representing EnerVest Operating, LLC. in the interest of applicant – Requesting Council to support an Oil and Gas Operations Permit for the McCullough-Olden Unit, Well #1RE.

Jim Wilson, Property Owner beside the wells in question, stated he doesn't mind the well but traffic coming through to the well destroy the road but if road is paved and improved to handle the traffic, he would support.

Mayor White closed the public hearing.

Council member Crompton moved to approve denial of applicant's request. Motion died due to lack of second.

Council member Massey moved to table for future agenda. Council member Crompton seconded the motion, which carried 7 – 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles, and Stewart  
AGAINST: None

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**4. Public Hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the McCullough- McCullough Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.**

Alan Gibbs, City Engineer presented second Oil and Gas Operations Permit for the McCullough-McCullough Unit, Well #1.

The Project Review Committee, comprised of the Planning and Zoning Commission Chair, the City Engineer, and the Director of Planning and Development Services, met on October 5, 2009 and recommended denial of the permit.

Recommendation for Denial:

- Well Site Encroachment:
  - 600 ft of Residences (*Exception: Owner / Occupant Waivers*)
  - 50 ft of an Easement (*No Exception*)
- Screening:
  - Fencing
  - Landscaping with Irrigation
- Well Site Access Drive Design
  - Sight Vehicle Triangle to be determined and Vegetation Cleared
  - (*Relocated Drive may be addressed under separate permit*)
- Description of Fire Control Measures
- Proof of Contractual Site Maintenance

Mayor White opened the public hearing. Ernest V. Bruchez, 4343 Carter Creek, representing EnerVest Operating, LLC. in the interest of applicant – Requesting Council to support second Oil and Gas Operations Permit for the McCullough-Olden Unit, Well #1RE. Mayor White closed the public hearing.

Council member Crompton moved to table for future agenda. Council member Stewart seconded the motion, which carried 7 - 0.

FOR: Mayor Ben White, Mayor Pro tem Ruesink, Crompton, Massey, Maloney, Lyles, and Stewart  
AGAINST: None

**5. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 1,265 square foot, 20-foot wide public utility easement, which is located on Lot 3C of Block 1 of the Gateway Phase 3 Subdivision according to the plat recorded in Volume 9112, Page 138 of the Deed Records of Brazos County, Texas.**

Alan Gibbs, City Engineer presented an easement abandonment that accommodates the development of Lot 3C of Block 1 of the Gate way Phase 3 Subdivision.

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

Council member Massey moved to approve **Ordinance No. 3214** to abandon an easement located on Lot 3C of Block 1 of the Gateway Phase 3 Subdivision. Council member Massey seconded the motion, which carried 7 - 0.

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FOR: Mayor Ben White, Mayor Pro tem Ruesink, Council member Crompton, Massey, Maloney, Lyles, and Stewart

AGAINST: None

**6. Presentation, possible action, and discussion on an update regarding the Bicycle, Pedestrian and Greenway Master Plan.**

Vanessa Garza, Greenway Program Manager updated Council on the timeline, system management and design guidelines recommendation on the Bicycle, Pedestrian and Greenway Master Plan, a component of the College Station Comprehensive Plan. Also, on new proposed completion date of early 2010. No formal action was taken.

**7. Presentation, possible action, and discussion regarding the extension of Holleman Drive from its intersection with FM 2818 and making a connection to the existing Jones-Butler roadway just east of the Dowling Road Pump Station.**

Mark Smith, Director of Public Works updated Council on the developer's plans that have been put on hold due to economic conditions and unable to construct Holleman extension within time frame desired by the City. Staff proposed that the City construct the roadway and recover the developer's share of construction cost through a paving assessment. The key ingredient to making this project happen is that the necessary right-of-way and easements be dedicated by the developer. Staff is in the process of negotiating these dedications. Once the land is dedicated the project will be ready to bid. The bidding and construction process will take 6 to 8 months. No formal action was taken.

**8. Presentation, possible action, and discussion regarding an update on the convention center project.**

David Gwin, Director of Economic and Community Development updated Council on staff's process on Convention Center Project Study and the draft of new Request for Qualifications (RFQ) that will now update the 2005 market study and feasibility analysis which supported the construction of the convention center. Also, staff is engaging the major stakeholders into this assessment process.

Jeff Kersten, Chief Financial Officer updated Council on Preliminary Convention Center Pro Forma of the future Convention Center Project. Staff seeking Council's input and direction of this project.

Council directed staff to move forward with study and would like to see a risk analysis with pro and con's to educate the citizens of College Station. No formal action was taken.

**9. Presentation, possible action, and discussion regarding the establishment of a Code Coordination Sub-Committee of various Boards, Commissions, and Council involved in the implementation and enforcement of the Unified Development Ordinance and other development related regulations and standards and appointment of membership to the same.**

No discussion was held.

**10. Council Calendar**

No discussion was held.

**11. Presentation, possible action, and discussion on future agenda items: A Council Member may**

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**inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

No discussion was held.

12. **Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BWSMA, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).**

No discussion was held.

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At 3:00 pm, Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, and 551.74 of the Open Meetings Act to seek the advice of our city attorney, to consider the purchase of real property, and to consider the evaluation of public officers.

13. **Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**  
**Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:**
- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
  - b. Sewer CCN permit requests for Brushy & Wellborn Services Areas
  - c. Water CCN permit requests for Brushy & Wellborn Services Areas
  - d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
  - e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
  - f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
  - g. TMPA v. PUC (College Station filed Intervention)
  - h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract

City Council Minutes

Monday, November 09, 2009

- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal rights and obligations regarding ATS and the results of the election

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

- a. Possible Purchase or Exchange of Property near E. University and Tarrow

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

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

- a. Mayor & Council Self Evaluation

14. **Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting may be discussed in tonight's Regular Meeting if necessary.**  
No formal action was taken.

15. **Adjourn.**  
Hearing no objections, Mayor White adjourned the meeting at 4:30 p.m. on Monday, November 9, 2009.

PASSED AND APPROVED this December 10, 2009

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor Ben White



**Mayor**  
Ben White  
**Mayor Pro Tem**  
David Ruesink  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart

**Minutes**  
**City Council Special Workshop Meeting**  
**Monday, November 16, 2009 at 4:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Mayor Pro Tem Ruesink Council members Crompton, Massey, Maloney, and Lyles

**STAFF PRESENT:** City Manager Glenn Brown, Assistant City Manager Neeley, Assistant City Manager Merrill, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

**COUNCIL MEMBER ABSENT:** Council member Stewart

**1. Call meeting to order.**

Mayor White called meeting to order at 4:00 p.m.

Gary Erwin, Chair of Parks & Recreation Advisory Board called meeting to order at 4:00 p.m.

Board Present: Gary Erwin, George Jessup, Glenn Schroeder, Jon Denton, Douglas Becker, and Gerald Kyle

Board Absent: Donald Williams, David Scott, and Jody Ford

Glenn Schroeder, Parks & Recreation Board Member made a motion to approve the absence request. Jon Denton, Parks & Recreation Board Member seconded the motion which carried 6-0.

**2. Presentation, possible action, and discussion concerning Private Use of Public Park Activities, and the Proposed College Station Parks and Recreation Department Park**

City Council Minutes  
Monday, November 16, 2009

**Use Concessions Policy. (Joint Meeting with Parks & Recreation Advisory Board)**

David Schmitz, Assistant Director of Parks and Recreation presented options for CS Park Use Concessions Policy. Board and Staff reported on the proposed College Station Parks and Recreation Department Park Use Concessions Policy. The Board explained to City Council their process on determining a Concessions Policy, and staff explained their research through looking at other cities processes on having Private Use in their facilities. There were questions on whether or not a fee should be charged to the groups using the facility, and if a fee is necessary, how will that fee be determined? It was determined that a policy should be in place for individuals privately using the facility. This process will help the city also see the amount of people involved in the private use and also the amount of time placed in the facilities. He explained that while the driving force for the proposed policy was the emergence of the "Fitness Boot Camps" in the parks, the policy certainly could apply to other for profit operations that also occur in the parks such as:

1. Private tennis lessons being taught on City tennis courts
2. Dog obedience classes being taught in parks
3. Private swimming lessons in City pools
4. Sports skills camps being conducted on athletic fields
5. Sale of food goods in parks

Council directed Staff to do further detailed research on other cities' processes similar to private use of public parks. The research needs to show an impact study, and how maintenance is affected by the impact. Staff also needs to consider whether or not to pursue a fee for the use.

Council reported that a permit and modest fee would be an acceptable approach to this issue. Council directed that Staff and the Board move forward with a permit and modest fee suggestion. After Staff researches this in detail and make a knowledgeable suggestion toward this then Staff will bring it back to the Board for discussion. Following Board discussion this issue will then be brought back to Council for consideration. No former action was taken.

Glenn Schroeder, Parks & Recreation Board Member moved to adjourn the meeting at 4:46 p.m. Jon Denton, Parks & Recreation Board Member seconded the motion, which carried 6-0.

**3. Presentation, possible action and discussion on Parks and Recreation fees for calendar year 2010.**

Jeff Kersten, Chief Financial Officer presented the proposed users fees have a 50% differential in resident and nonresident fees in some fee categories. This fee schedule is anticipated to generate approximately \$1 million in Parks and Recreation fee revenues, given projected participation levels and is in line with Parks fee revenue estimate included in the FY 10 Budget.

City Council Minutes  
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Policy Questions:

- Will the proposed parks and recreation fees result in a fairer distribution of costs to residents of College Station?
- Will the proposed parks and recreation fees generate the FY 10 estimated revenue?

Fees:

- Current fees are the same for residents and non residents.
- Original Staff Proposal
  - 30% Fee discount or differential between residents and non residents
- Council Direction
  - 50% Fee discount or differential between residents and non residents

Key Conclusions:

- Proposed fees meet revenue estimates
- Resident discount differential in selected fee areas is 50%
- Impacts on participation
- More capacity for College Station Residents

Council directed staff to hold a future workshop on Parks Enterprise funds for the user's fees for better understanding of cost and expenses. No formal action was taken.

---

At 5:40 pm, Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, of the Open Meetings Act to seek the advice of our city attorney.

**4. Executive Session will immediately follow the Special meeting in the Administrative Conference Room.**

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

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
- b. Sewer CCN permit requests for Brushy & Wellborn Services Areas
- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan

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- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal rights and obligations regarding ATS and the results of the election and Red Light Camera Litigation.

**5. Final action on executive session.**

Council returned to Council Chambers at 6:40 p.m. Council member Massey made that the motion to authorize the City Manager to terminate the contract with ATS as soon as possible in accordance with the law. Council member Maloney seconded the motion. Motion carried 6-0, Council member Stewart absent.

**6. Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 6:40 pm on Monday, November 16, 2009.

PASSED AND APPROVED this December 10, 2009

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor Ben White

**December 10, 2009**  
**Consent Agenda Item No. 2b**  
**Repeal of Red Light Camera Authorizing Ordinance**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, by repealing Section 11 AUTOMATIC TRAFFIC SIGNAL ENFORCEMENT(Red Light Camera Program); and providing an effective date.

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

**Summary:** On November 23, 2009, the City Council authorized the City Manager to settle the lawsuit against the City concerning the red light camera program by terminating the contract with ATS to end the red light camera program. The system was turned off the following day on November 24.

Staff is recommending repealing the original ordinance that authorized automatic traffic signal enforcement. Under state law, a city may only implement a red light camera program by adopting an ordinance authorizing such a program. By repealing Chapter 10, Section 11 of the City of College Station Code of Ordinances, College Station will be prohibited from having a red light camera program in the future unless a new ordinance is adopted.

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

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REPEALING SECTION 11 AUTOMATED TRAFFIC SIGNAL ENFORCEMENT; 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 by repealing Section 11 "Automated Traffic Signal Enforcement".

PART 2: That by repealing Section 11, the use of cameras for red light violations is hereby banned in College Station.

PART 3: That the Ordinance shall take effect immediately from and after its passage.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of December, 2009.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

*Henry Cayell*  
\_\_\_\_\_  
City Attorney

**December 10, 2009**  
**Consent Agenda Item No. 2c**  
**Sonoma Subdivision, Phase 3 – Water Oversize Participation Request**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion of an ordinance approving Oversize Participation (OP) for a water line improvement in the Sonoma Subdivision, Phase 3 for a total requested City participation of \$147,614.50.

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

**Summary:** Associated with the development of Sonoma Subdivision, Phase 3, the City required the construction of a 24 inch water line for the larger City system. Subsequently, the developer's engineer demonstrated that an 8 inch water line was adequate for the developer's specific development. This oversized participation request is the construction cost difference for upsizing an 8 inch water line to a 24 inch water line for a 1,577 linear feet section along William D. Fitch Pkwy.

**Budget & Financial Summary:** Funds for this oversized participation request are budgeted and available in the Water Capital Improvement Projects Fund. A total of \$100,000 is included in the approved FY10 budget. If this request is approved, the additional \$46,615 will be transferred from the Parellel Wellfield Collection project, which is anticipated to come in under budget.

**Attachments:**

1. Location map
2. Ordinance approving OP agreement (exhibits available for review in City Engineer's office)
3. Letter requesting oversize participation (supporting materials available for review in City Engineer's office)



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND BCS DEVELOPMENT COMPANY FOR THE DEVELOPMENT OF THE SONOMA SUBDIVISION, PHASE 3 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, BCS Development Company is a developer developing the Sonoma Subdivision, Phase 3 Project; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: the Sonoma Subdivision, Phase 3 Project ("Project") as further set forth in a Participation Agreement ; now, therefore,

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

PART 1: That the City Council hereby finds it to be in the best interests of its citizens to enter into that one certain Participation Agreement with BCS Development Company for the construction of the Sonoma Subdivision, Phase 3 Project. A copy of said Participation Agreement is attached as Exhibit "A" and incorporated herein by reference.

PART 2: That the City Council hereby approves the contract with BCS Development Company obligating the CITY to pay a maximum of \$147,614.50 out of a total estimated amount of \$896,254 for the labor, materials and equipment required for the improvements related to the Sonoma Subdivision, Phase 3 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvement Projects Fund, in the amount of \$147,614.50.

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

**ADOPTED** this 10 day of December, A.D. 2009.

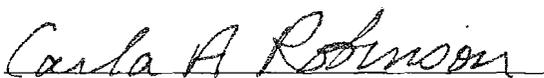
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

  
Carla A Robinson  
City Attorney



**McCLURE & BROWNE ENGINEERING/SURVEYING, INC.**

1008 Woodcreek Dr., Suite 103 · College Station, Tx. 77845 · (979) 693-3838  
1314 10th Street, Suite 210 · Huntsville, Tx. 77320 · (936) 294-9749

Engineer Reg. No. F-458  
Survey Reg. No. 101033-00

November 23, 2009

**Mr. Josh Norton, P.E.**  
Assistant City Engineer  
City of College Station  
Post Office Box 9960  
College Station, Texas 77842

Re: Sonoma Subdivision, Phase 3 – Oversize Participation Request

Dear Josh:

On behalf of the owner, BCS Development Co., I wish to request Oversize Participation by the City of College Station for costs associated with the development of Sonoma Subdivision, Phase 3. The City's Master Utility Plan shows a 24" water line to be extended along the east side of William D. Fitch Parkway. This letter is to request oversize participation from the City for the cost difference between the 24" water line and an 8" water line which would normally be required for this development.

Accompanying this letter are two exhibits. Exhibit A is a copy of the output file from a KYPIPE computer model of the Sonoma Subdivision including an 8" water line (Pipe No. 19) along William D. Fitch Parkway to serve Lot 1, Block 9. This model shows that the lowest pressure in the system with the 8" is 64 psi under fire flow conditions (hydrant located @ Lot 1, Block 9). This exceeds the minimum pressure of 20 psi required by TCEQ. This proves that the system performs adequately with the 8" line.

Exhibit B is a series of estimates that shows the cost differential between the 24" and the 8" water line. That difference is \$147,614.50. This number is value of the oversize participation the owner is requesting from the City. Additionally, the following items are attached as required for the oversize participation request:

- Copy of Corporate Resolution
- Copy of Preliminary Plat
- Copy of Title Policy

If you need additional information, please contact me at your convenience.

Sincerely,

**Jeffery L. Robertson, P.E.**  
Vice President - Engineering

xc: Mr. Randy French, BCS Development Co.

attachments

**December 10, 2009**  
**Consent Agenda Item No. 2d**  
**Texas Avenue Bicycle Prohibition Repeal**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2G(1) of the Code of Ordinances of the City of College Station to repeal the existing bicycle prohibition on Texas Avenue.

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

**Summary:** In 1987, Ordinance 1719 was passed to prohibit the use of bicycles on Texas Avenue between Southwest Parkway and University Drive due to the narrow outside lane width of the roadway. In the mid 1990s and recently in 2008, TxDOT widened Texas Avenue between University Drive (FM 60) and Harvey Mitchell Parkway (FM 2818). During the planning stages of the widening projects, meetings were held with the local bicycling community and an agreement was reached that Texas Avenue would have a wide outside lane (15 feet) for the use of both vehicles and bicyclists.

Today, the widening projects are complete and a wide outside lane exists on Texas Avenue between University Drive and Harvey Mitchell Parkway. With the passage of this ordinance, bicyclists will again be able to ride along Texas Avenue to access Texas A&M University and other destinations along the way. This roadway will be designated a bike route as indicated in the Bikeway and Pedestrian Master Plan.

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

**Attachments:**

1. Copy of Draft Ordinance
2. Location Map

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (1) REPEALING ORDINANCE NO. 1719 ADOPTED AUGUST 13, 1987 AND (2) ALLOWING THE USE OF BICYCLES ON TEXAS AVENUE.

WHEREAS, the City Council of the City of College Station, Texas, establishes and enacts laws for the City of College Station, Texas; and,

WHEREAS, on August 13, 1987, the City Council of the City of College Station passed an ordinance to prohibit the use of bicycles on Texas Avenue between University Drive (FM 60) and Southwest Parkway; and,

WHEREAS, during the Texas Department of Transportation's (TxDOT) design process to develop the construction plans to widen Texas Avenue, discussions between TxDOT, City of College Station, and the bicycle community were held and an agreement was reached to allow bicycles on Texas Avenue after the completion of the Texas Avenue construction projects; now, therefore,

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

PART 1: That ORDINANCE NO. 1719; TRAFFIC CONTROL DEVICE INVENTORY – SCHEDULE VI, part II BIKE PROHIBITION SIGNS, A. Texas Avenue Prohibition (between Southwest Parkway and University) adopted on August 13, 1987 is hereby **REPEALED**, the remaining portions are in full force.

PART 2: The repeal of ORDINANCE NO. 1719; TRAFFIC CONTROL DEVICE INVENTORY – SCHEDULE VI, part II BIKE PROHIBITION SIGNS, A. Texas Avenue Prohibition (between Southwest Parkway and University) becomes effective ten (10) days after the passage of the repeal.

ADOPTED this 10<sup>th</sup> day of December, A.D. 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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



## Texas Avenue Bike Prohibition Repeal

**December 10, 2009**  
**Consent Agenda Item No. 2e**  
**Wellborn Road at F&B and Old College**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an Interlocal Agreement (ILA) between the Cities of College Station and Bryan for the design costs of a traffic signal at the intersection of Wellborn Road with F&B and Old College. The City of College Station's portion is estimated not to exceed \$21,000. A second ILA will come at a later date for the Council to consider participating in the construction costs.

**Recommendation(s):** Staff recommends approval of the ILA providing for College Station to share the design costs.

**Summary:** The cities of College Station and Bryan are seeking to enhance safety and improve the traffic flow through the Wellborn Road corridor at the intersections of F&B Road and Old College Road. The proposed improvements in the area include the signalization of the two intersections: Wellborn Road at F&B Road and Wellborn Road at Old College Road, including adding a new signal at both intersections to improve safety and operations, including communication, vehicle detection, and required traffic signal preemption for the railroad.

The ILA provides for the two cities to equally share in the design costs associated with the installation of a signal at the intersection of Wellborn Road with F&B and Old College in the City of Bryan. The City of Bryan will hire an engineering firm to do the design and College Station will pay one-half of the fees for this design. The total design fee is \$42,000 with the City of College Stations portion not to exceed \$21,000. A second ILA will come at a later date for the Council to consider participating in the construction costs.

**Budget & Financial Summary:** The City of College Station's estimated total cost for this signal is \$250,000. Budget for this signal was not included in the FY10 approved budget. It is anticipated that the budget will be included on a future FY10 budget amendment and will be appropriated to the Streets Capital Improvement Projects Fund. Funding for this project will come from GOB funds approved in 2008.

**Attachments:**

1. ILA
2. Location map

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF COLLEGE STATION  
AND THE CITY OF BRYAN  
PUBLIC IMPROVEMENTS FOR TRAFFIC SIGNALS AND INTERSECTION  
IMPROVEMENTS FOR WELLBORN / F&B AND WELLBORN / OLD COLLEGE**

This **Interlocal Agreement** ("Agreement") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of College Station, a Texas Home Rule Municipal Corporation (hereinafter referred to as "**COLLEGE STATION**") and the City of Bryan (hereinafter referred to as "**BRYAN**") each acting herein by and through its City Council.

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

WHEREAS, the parties are seeking to enhance safety and improve the traffic flow through the Wellborn Road corridor at the intersections of F&B Road and Old College Road along the city limits of the Cities of **COLLEGE STATION** and **BRYAN**; and

WHEREAS, the improvements include intersection and signal improvements to the two intersections of Wellborn Road at F&B Road and Wellborn Road at Old College Road; and

WHEREAS, **BRYAN** plans to improve the intersection and signalization at the two intersections: Wellborn Road at F&B Road and Wellborn Road at Old College Road, including adding a new signal at both intersections to improve safety and operations, including communication, vehicle detection, and required traffic signal preemption for the railroad; and

WHEREAS, **BRYAN** and **COLLEGE STATION** intends to share in the cost of the design and construction of the intersection and signalization improvements; and

WHEREAS, **BRYAN** will manage the construction of the new signal and maintain it once construction is complete, and will send construction drawings for review and approval by **COLLEGE STATION**; and

WHEREAS, the parties agree to expedite the design and review of these projects so that the project can move forward as soon as possible; and

NOW, THEREFORE, the parties herein enter into this Agreement between **BRYAN** and **COLLEGE STATION** regarding the above Projects:

**1. BRYAN AND COLLEGE STATION agree to:**

- (a) **BRYAN** will contract for the design of the traffic signals and intersection improvements at Wellborn / F&B and Wellborn / Old College intersections:

The scope of work for the Wellborn Road traffic signals and intersection improvements will include engineering analysis and design of the traffic signals and related pavement improvements and communication infrastructure necessary to make the signals perform in synchronization.

The plans will be presented at the end of the 90% Final Engineering phase for review by both cities. The scope also includes bidding documents.

- (b) **COLLEGE STATION** will reimburse **BRYAN** for fifty percent (50%) of the actual total costs of the project design, not to exceed \$21,000 within thirty (30) days of invoice.
- (c) **COLLEGE STATION** will consider through approval of a subsequent ILA approving half the construction costs of the signal and intersection improvements based on the engineer's estimate prior to **BRYAN** bidding.

4. **Invalidity**

If any portion of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

5. **Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least Thirty (30) calendar days written notice to the other parties in writing of such change.

6. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, 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. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

7. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges, and immunities as may be provided by law, nor as an ascent to assume additional liabilities to third parties.

8. **Amendment**

The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties, but only in writing, signed by the governing bodies of both entities. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

**10. Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**11. Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

**12. Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**13. Agreement Read**

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

**14. Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF BRYAN

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Mark Conlee, Mayor

BY: \_\_\_\_\_  
Ben White, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

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

APPROVED:

\_\_\_\_\_  
David Watkins, City Manager

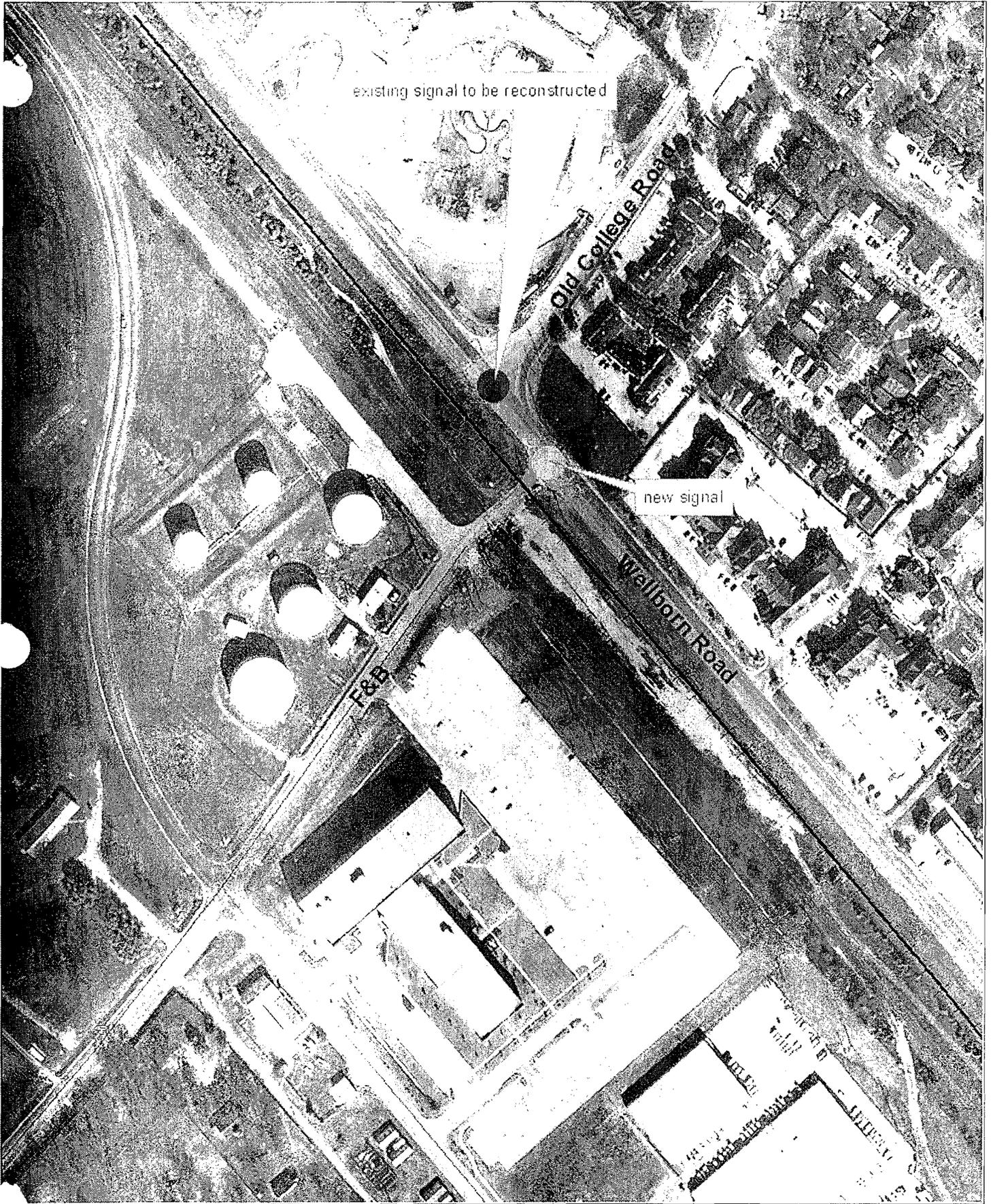
\_\_\_\_\_  
Janis Hampton, City Attorney

APPROVED:

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

*Carla A Robinson*  
\_\_\_\_\_  
Harvey Cargill, City Attorney

\_\_\_\_\_  
Jeff Kersten, Chief Financial Officer



Signalization of Wellborn with Old College and F&B

**December 10, 2009**  
**Consent Agenda Item No. 2f**  
**Radio Replacement – Equipment Purchase**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract with HGAC for purchase of Motorola radio equipment and services to upgrade the handheld and mobile radios in preparation for activation of the Brazos Valley Wide Area Communications System (BVWACS) in an amount not to exceed \$2,500,000.00.

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

**Summary:** : On June 26, 2008, Council approved the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Government (BVCOG) to act as the Managing Entity for the BVWACS. The BVWACS creates a wide area communications system that promotes radio system interoperability for Public Safety and Emergency Management operations. The BVWACS system will require replacement of all of the old analog radios in the city.

This purchase is being made through a purchase agreement with the Houston Galveston Area Council.

**Budget & Financial Summary:** Funds in the amount of \$4,885,000 are budgeted for the Radio System Replacement project in the General Government Capital Improvement Projects Fund. \$163,616 have been expended or committed to date, leaving a balance of \$4,721,384 for this contract and future expenses. A portion of the budget (\$2,395,000) for this project came from the Equipment Replacement Fund, where funds had been set aside for the purpose of replacing the system. The balance of the budget (\$2,490,000) came from Certificates of Obligation issued in FY09.

**Attachments:**

1. Motorola Contract (Signed copy will be presented at Council meeting)
2. Motorola Contract Exhibit "C" } Exhibits on file in City Secretary's Office
3. Motorola Contract Exhibit "D" } if needed.

## PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of December, 2009 by and between Motorola Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and the City of College Station, a body corporate and politic ("Purchaser").

### WITNESSETH:

WHEREAS, the Purchaser desires to purchase Mobile and Handheld radio equipment and accessories, and services consisting of engraving and installation of mobile radios in vehicles; and

WHEREAS, Motorola desires to sell Mobile and Handheld radio equipment and accessories, and services consisting of engraving and installation of mobile radios in vehicles to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 34 of the Contract, Motorola and Purchaser now wish to enter into this Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A      General Provisions.
- Exhibit B      Motorola Software License Agreement
- Exhibit C      Motorola's Equipment List dated November 25, 2009.
- Exhibit D      Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **Section 1      SCOPE OF WORK**

A.      Motorola shall furnish all of the equipment as outlined in Exhibit B and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B.      Purchaser shall perform the following coincident with the performance of this Agreement:

- (1)     Provide a designated Project Director.
- (2)     Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola.
  
- (3)     Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

## **Section 2      PERIOD OF PERFORMANCE**

B.      Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work.

C.      In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.

D.      It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

### **Section 3 PAYMENT SCHEDULE**

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of Two Million Ten Thousand Three Hundred Twenty Six Dollars and Eighty Cents (\$ 2,010,326.80), including the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Exhibit A, Section 4.

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 20% of the total contract price will be invoiced immediately after arrival of all equipment at Purchaser's facilities and completion of engraving and installation services.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Payment of H-GAC's administrative fee:

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Equipment Delivery and radio installation, or expiration of the Warranty Period, whichever occurs last.

### **Section 4 PROJECT MANAGEMENT**

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

## **Section 5 NOTICE ADDRESSES**

A. Motorola, Inc.  
6450 Sequence Drive  
San Diego, Ca 92121  
Attn.: Law Department

B. City of College Station  
Department of Information Technology  
310 Krenk Tap Rd  
College Station, Texas 77842  
Attn: Catherine Roberts

C. Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, Texas 77027  
Attn.: Public Services Manager

## **Section 6 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement

Exhibit C Motorola's Equipment List.

Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

## **Section 7 DISPUTES**

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be

chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a state or federal court having jurisdiction in Brazos County, Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

#### **Section 8 SEVERABILITY**

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

#### **Section 9 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

**Section 10 FULL AGREEMENT**

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

**MOTOROLA, INC.**

**PURCHASER**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print - Block Letters)

Name: \_\_\_\_\_  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Print - Block Letters)

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

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

**EXHIBIT A  
GENERAL PROVISIONS  
MOTOROLA, INC.**

**Section 1      STANDARDS OF WORK**

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

**Section 2      TAXES**

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

**Section 3      SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

**Section 4      CHANGES IN THE WORK**

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

## **Section 5      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. Purchaser's sole remedy is to request Motorola at Motorola's option to either refund the purchase price, repair or replace product(s) that are not as warranted. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon an open account.

## **Section 6      EXCUSABLE DELAYS**

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 7      DEFAULT**

A. If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B. The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.

**Section 8      LICENSES/AUTHORIZATION**

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise.

**Section 9      INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and saves Purchaser and/or H-GAC harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser and/or H-GAC by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

**Section 10     EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT**

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

## Section 11 WARRANTIES

A. WARRANTY PERIOD. The Equipment and Motorola Software is warranted for a period of one (1) year after Equipment Delivery (“Warranty Period”) in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola’s liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

### THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water or neglect.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola’s normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).

- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

C. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

D. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the Equipment for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment provided pursuant to this Agreement.

E. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **Section 12 CONFIDENTIAL INFORMATION**

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

### **Section 13 SOFTWARE LICENSE**

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

## **Section 14 PATENT INDEMNIFICATION**

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

## **Section 15 DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

## **Section 16 WAIVER**

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

## **Section 17 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 18    ASSIGNABILITY**

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

## **Exhibit B**

### **Software License Agreement**

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and the City of College Station ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4           LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of one hundred fifty (150) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

**6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8            TERM AND TERMINATION**

8.1        Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2        Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3        Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9            UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10          CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11          LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**December 10, 2009**  
**Consent Agenda Item No. 2g**  
**2009 Medical Claims Additional Authorization**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion to ratify medical claims expenses of \$291,633.88 and authorize additional projected claims of \$364,183.75 for a combined increase to the 2009 Blue Cross Blue Shield purchase order 090433, in the amount of \$655,817.63.

**Recommendation(s):** Staff recommends approval of the additional authorization to pay medical claims expenses.

**Summary:** In October 2008, City Council approved anticipated 2009 claims costs in the amount of \$ 3,447,713.28. Staff is requesting the City Council ratify \$291,633.88 for claims already paid above the originally approved amount and authorize additional expenditures for projected medical claims of \$364,183.75, for a total change order amount of \$655,817.63. The additional amount is due to large, unexpected medical claims that were incurred throughout the 2009 plan year.

Blue Cross Blue Shield has paid several of these claims and this formal action will ensure proper ratification of the change order, as well as ensure the funding is available to pay the remaining claims incurred during the 2009 plan year.

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

**Attachments:** none

**December 10, 2009**  
**Consent Agenda Item No. 2h**  
**Third Party Claims Administration**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion regarding contract renewal for Third Party Claims Administration with A S & G Claims Administration, Inc. for an annual expenditure of \$52,000. Anticipated workers compensation claims for FY10 are \$100,000 and anticipated liability claims for FY10 are \$330,000.

**Recommendation(s):** In September of 2008 Abercrombie, Simmons & Gillette, Inc. was selected from a group of ten proposals for third-party claims administration. The approved contract provides for four (4) one year renewals. Staff recommends renewal of the contract with A S & G Claims Administration, Inc. for the City's third-party claims administration, and authorization to pay up to \$430,000 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 is the first renewal option and is effective October 1, 2009 through September 30, 2010.

**Budget & Financial Summary:** Funds are available in the FY10 budget in the Property Casualty Fund and the Workers Compensation Fund. Forecast of expenditures for claims administration in FY10 are decreased \$301,000 or 41 percent from the revised FY09 budget.

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

**December 10, 2009**  
**Consent Agenda Item No. 2i**  
**Policy Renewal for Fiscal Year 2010**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion regarding the annual renewal of Property and Casualty insurance policies for the term October 1, 2009 to September 30, 2010 to include:

- Excess Liability/Worker's Compensation with Star National Insurance Co. for \$289,801
- Property/Boiler and Machinery with Affiliated FM for \$101,434
- Crime Coverage with Federal Insurance Co. for \$4,522
- EMT Liability with Western World Insurance Co. for \$5,078
- Brokerage fees with McGriff, Siebels, & Williams for \$12,000

Total of the above annual premiums and fees: \$412,835

**Recommendation(s):** Staff recommends approval of the renewal of these insurance policies for the period October 1, 2009 to September 30, 2010.

**Summary:** In September of 2009, council approved a three month renewal for the coverage listed, for the first quarter of FY10. Since then, Staff has worked with the City's broker of record, McGriff, Siebels, and Williams of Texas, Inc., to obtain a renewal of coverage for the remainder of FY10. Therefore, this recommended renewal encompasses the entire 12 month period for FY10.

During the third quarter of FY10 a Request for Proposal (RFP) is planned to competitively obtain insurance coverage for FY11.

**Budget & Financial Summary:** Funds are available in the FY10 budget in the Property Casualty Fund and the Workers Compensation Fund. Premiums in FY10 are increased 3.9 percent (\$15,313), from the FY09 premiums.

- Premiums for Crime and EMT Liability remain unchanged from FY09.
- Premium increase for Excess Liability & Worker's Comp. is due to increased payroll values.
- Premium increase for Property and Machinery Coverage is primarily due to the addition of Chimney Hill and the Memorial Cemetery, and corrected values on Chimney Hill, City Hall, and the Parking Garage.

**Attachments:** Broker's recommendation letter



**MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.**

5080 Spectrum Drive, Suite 900E • Addison, TX 75001 • TEL – (469) 232-2100 • FAX – (469) 232-2101

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November 23, 2009

Mr. Dwayne Walters  
Human Resources  
City of College Station  
1101 Texas Ave.  
College Station, TX 77840

Re: Property/Casualty Insurance Renewals effective October 1, 2009

Dwayne,

Per the City's request, we have asked the City's Property and Casualty insurance carriers to renew the expiring policies effective 10/01/09 for a full annual term to expire 09/30/10. All terms and conditions will remain the same as the expiring coverages, with any changes in premium due solely to changes in underwriting information submitted by the City, such as payroll and property values. All rates remain the same.

The renewal premiums and carriers by line of coverage are as follows:

- **Property/Boiler & Machinery - \$101,434 Premium with Affiliated FM**
- **Crime Coverage - \$4,522 Premium with Federal Insurance Company**
- **Excess Liability and Workers' Compensation - \$289,801 Premium with Star Insurance Company**
- **EMT Liability - \$5077.64 Premium with Western World**

Attached you will find a comparison of the expiring versus the renewal programs. Please review this information and let us know if you have any questions. We look forward to continuing our relationship with the City of College Station. Thank you.

Sincerely,

Johnny Fontenot, CPCU, ARM, AIC  
Senior Vice President

tkh/JF

**January 10, 2009**  
**Consent Agenda Item No. 2j**  
**Health Plan Renewals**  
**January 1, 2010 – December 31, 2010**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approving renewal contracts with Blue Cross and Blue Shield of TX for medical and dental coverage, Deer Oaks for the employee assistance program, and Standard Insurance Company for long term disability insurance.

**Recommendation(s):** Staff recommends approval of 2010 renewal contracts.

**Summary:** The Blue Cross and Blue Shield medical and dental and Deer Oaks employee assistance plan 2010 renewals are the second renewal of the original contract and there is one additional option to renew under the original contract. The long term disability coverage under Standard Insurance Company renews annually. The City's health plan includes:

- Blue Cross and Blue Shield - Medical/Dental/Stop Loss Coverage;
- CVS Caremark - Prescription Drug Coverage;
- Minnesota Life – Basic Life Insurance and Accidental death and dismemberment;
- Standard Insurance Company - Long-term Disability;
- Deer Oaks - Employee Assistance Program;
- Total Administrative Services Corp - Flexible Spending Account Administration; and
- United Health Care - Vision Plan

BlueCross/BlueShield requested a renewal increase for the Specific and Aggregate Stop Loss contracts of approximately 19%. However, BlueCross/BlueShield requested no increase to the medical and dental administration fees. Standard Insurance Company also requested no increase to the long term disability fee.

The City's Prescription Drug Coverage, Basic Life/AD&D, EAP, and Vision programs are currently under a rate guarantee period and therefore will renew at the existing rate structure.

The 2010 plan year projected costs are based on a monthly average of 875 employees on the plan. This represents a cost to the City of approximately \$ 752.57 per employee per month.

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

**Attachments:**

1. Consultant Recommendation Letter
2. 2010 Cost Projections
3. Blue Cross and Blue Shield Administrative Services Only – Medical
4. Blue Cross and Blue Shield Administrative Services Only – Dental
5. Deer Oaks Employee Assistance Program Contract
6. Standard Insurance Company Long Term Disability Policy Renewal

On file in  
City Secretary's  
office for viewing.



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 (469) 232-2100 Fax (469) 232-2101

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November 23, 2009

Ms. Alison Pond  
Human Resource Director  
City of College Station  
1101 Texas Avenue  
College Station, TX 77824

Re: Health and Welfare Renewals

Dear Ms. Pond,

As your Broker of Record, we would like to provide you with an explanation of the general state of the marketplace for health and welfare programs and how they relate to the City of College Station. Overall from a national perspective, employers are unfortunately expected to see another increase in their medical benefit expenditures. The projected national average cost of providing medical benefits per employee per year for 2010 is projected to increase 7%, and the average annual per-employee spend will for the first time cross the \$10,000 mark. During the most recent 12 month period, the City of College Station's benefits cost per employee per year has been \$7,816 (Medical, Dental, & RX) which is still well below the national average of \$8,945.

It is important to note that the City has a self-funded medical plan and it is made up of three major components. These include administrative fees, re-insurance premium (stop-loss), and actual claims. For 2010 McGriff was able to negotiate a flat or 0% increase on both the medical and dental administration fees.

From a re-insurance or stop-loss perspective, the market has experienced a tightening and hardening of rates during the latter half of 2009 and into 2010. Annual stop loss renewals have commonly renewed between 10% and 25%. 2010 renewals are ranging between 10% and 50%. Also, many reinsurance markets are choosing to decline and not quote due to poor risk factors and uncompetitive rates. The driving force behind increasing stop loss premium is the prolonged recession, leveraged trend, which is due to inflationary increases in medical technology, advanced procedures, and large claims. During the last 12 months BC/BS has paid \$627,342 in stop-loss reimbursements and has collected an estimated \$325,457 in premium, equaling a loss ratio of 192.76%. Therefore, due to the current high claims, BC/BS was the only reinsurance carrier that offered a quote for 2010, and it reflected a 20% rate increase. Nevertheless, the renewal could have been much worse due to the poor experience.

The third component of self-funding is the actual claim liability. This is the City's largest expense and greatest exposure. During the most recent 12-month period, the City's actual paid medical



claims were \$5,036,101; however, as previously mentioned, reinsurance paid out \$627,342 bringing the City's total claim liability down to \$4,408,759 or \$5,138.41 per employee per year.

In summary, the fixed costs (administrative fees and re-insurance) premiums combined increased 8.35% or \$891.36 per employee per year. Due to the circumstances and high claims experience we believe that overall the 2010 renewal is well within normative range or lower than general market conditions.

The City's Basic Life/AD&D, EAP, LTD, Vision, and PBM programs are currently under a rate guarantee period and therefore will renew at the existing rate structure.

We believe that the recommended health and welfare renewals are the most beneficial and cost effective options for the City of College Station. McGriff appreciates the opportunity to continue working with the City of College Station on the health and welfare programs. If you should have any questions please do not hesitate to call.

Regards,

A handwritten signature in black ink, appearing to read 'Dodd Dorsey', written over a horizontal line.

Dodd Dorsey  
Vice President

# Executive Summary

Projected Program Costs for Claims and Administrative Fees  
01-01-2010 to 12-31-2010

Average Monthly Employees on Health Plan

875

<u>Administration</u>	<u>PEPM</u>	<u>Annual Expense</u>
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Medical (including wellness)	\$38.82	\$ 407,610
Dental	\$3.72	\$ 39,060
Pharmacy	\$0.00	\$ -
Vision	Voluntary	Voluntary
EAP	\$1.27	\$ 13,335
Specific Stop Loss	\$33.29	\$ 349,545
Aggregate Stop Loss	\$4.51	\$ 47,355
Basic Life Insurance	rate = .009% payroll volume	\$ 92,594
Basic AD&D	rate = .003% payroll volume	\$ 30,865
Long Term Disability	rate = .18% payroll volume	\$ 77,162
TASC FlexSystem**	\$ 5.18	\$ 20,513
<b>Total Fixed Costs</b>	<b>\$110.36</b>	<b>\$1,078,038.80</b>

\*\*based on  
330 Ees

<u>Claims</u>	<u>PEPM</u>	<u>Annual Expense</u>
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Medical	\$478.80	\$5,027,400.00
Dental	\$44.07	\$462,735.00
Pharmacy	\$119.34	\$1,253,070.00

<b>Total Claims</b>	<b>\$642.21</b>	<b>\$6,743,205.00</b>
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<b>Total Projected Cost</b>	<b>\$752.57</b>	<b>\$7,821,243.80</b>
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**January 10, 2009**  
**Consent Agenda Item No. 2k**  
**Health Plan Expenditures**  
**January 1, 2010 – December 31, 2010**

**To:** Glenn Brown, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2010 through December 31, 2010. The projected amount for both the renewals and total projected expenditures is \$7,821,243.80.

**Recommendation(s):** Staff recommends approval of 2010 health plan expenditures.

**Summary:** The Blue Cross and Blue Shield medical and dental and Deer Oaks employee assistance plan 2010 renewals are the second renewal of the original contract and there is one additional option to renew under the original contract. The long term disability coverage under Standard Insurance Company renews annually. The City's health plan includes:

- Blue Cross and Blue Shield - Medical/Dental/Stop Loss Coverage;
- CVS Caremark - Prescription Drug Coverage;
- Minnesota Life – Basic Life Insurance and Accidental death and dismemberment;
- Standard Insurance Company - Long-term Disability;
- Deer Oaks - Employee Assistance Program;
- Total Administrative Services Corp - Flexible Spending Account Administration; and
- United Health Care - Vision Plan

BlueCross/BlueShield requested a renewal increase for the Specific and Aggregate Stop Loss contracts of approximately 19%. However, BlueCross/BlueShield requested no increase to the medical and dental administration fees. Standard Insurance Company also requested no increase to the long term disability fee.

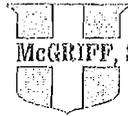
The City's Prescription Drug Coverage, Basic Life/AD&D, EAP, and Vision programs are currently under a rate guarantee period and therefore will renew at the existing rate structure.

The 2010 plan year projected costs are based on a monthly average of 875 employees on the plan. This represents a cost to the City of approximately \$ 752.57 per employee per month.

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

**Attachments:**

1. Consultant Recommendation Letter
2. 2010 Cost Projections



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 (469) 232-2100 Fax (469) 232-2101

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November 23, 2009

Ms. Alison Pond  
Human Resource Director  
City of College Station  
1101 Texas Avenue  
College Station, TX 77824

Re: Health and Welfare Renewals

Dear Ms. Pond,

As your Broker of Record, we would like to provide you with an explanation of the general state of the marketplace for health and welfare programs and how they relate to the City of College Station. Overall from a national perspective, employers are unfortunately expected to see another increase in their medical benefit expenditures. The projected national average cost of providing medical benefits per employee per year for 2010 is projected to increase 7%, and the average annual per-employee spend will for the first time cross the \$10,000 mark. During the most recent 12 month period, the City of College Station's benefits cost per employee per year has been \$7,816 (Medical, Dental, & RX) which is still well below the national average of \$8,945.

It is important to note that the City has a self-funded medical plan and it is made up of three major components. These include administrative fees, re-insurance premium (stop-loss), and actual claims. For 2010 McGriff was able to negotiate a flat or 0% increase on both the medical and dental administration fees.

From a re-insurance or stop-loss perspective, the market has experienced a tightening and hardening of rates during the latter half of 2009 and into 2010. Annual stop loss renewals have commonly renewed between 10% and 25%. 2010 renewals are ranging between 10% and 50%. Also, many reinsurance markets are choosing to decline and not quote due to poor risk factors and uncompetitive rates. The driving force behind increasing stop loss premium is the prolonged recession, leveraged trend, which is due to inflationary increases in medical technology, advanced procedures, and large claims. During the last 12 months BC/BS has paid \$627,342 in stop-loss reimbursements and has collected an estimated \$325,457 in premium, equaling a loss ratio of 192.76%. Therefore, due to the current high claims, BC/BS was the only reinsurance carrier that offered a quote for 2010, and it reflected a 20% rate increase. Nevertheless, the renewal could have been much worse due to the poor experience.

The third component of self-funding is the actual claim liability. This is the City's largest expense and greatest exposure. During the most recent 12-month period, the City's actual paid medical



claims were \$5,036,101; however, as previously mentioned, reinsurance paid out \$627,342 bringing the City's total claim liability down to \$4,408,759 or \$5,138.41 per employee per year.

In summary, the fixed costs (administrative fees and re-insurance) premiums combined increased 8.35% or \$891.36 per employee per year. Due to the circumstances and high claims experience we believe that overall the 2010 renewal is well within normative range or lower than general market conditions.

The City's Basic Life/AD&D, EAP, LTD, Vision, and PBM programs are currently under a rate guarantee period and therefore will renew at the existing rate structure.

We believe that the recommended health and welfare renewals are the most beneficial and cost effective options for the City of College Station. McGriff appreciates the opportunity to continue working with the City of College Station on the health and welfare programs. If you should have any questions please do not hesitate to call.

Regards,

A handwritten signature in cursive script that reads "Dodd Dorsey".

Dodd Dorsey  
Vice President

# Executive Summary

Projected Program Costs for Claims and Administrative Fees  
01-01-2010 to 12-31-2010

Average Monthly Employees on Health Plan

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<u>Administration</u>	<u>PEPM</u>	<u>Annual Expense</u>	
Medical (including wellness)	\$38.82	\$ 407,610	
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Vision	Voluntary	Voluntary	
EAP	\$1.27	\$ 13,335	
Specific Stop Loss	\$33.29	\$ 349,545	
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Basic Life Insurance	rate = .009% payroll volume	\$ 92,594	
Basic AD&D	rate = .003% payroll volume	\$ 30,865	
Long Term Disability	rate = .18% payroll volume	\$ 77,162	
TASC FlexSystem**	\$ 5.18	\$ 20,513	**based on
<b>Total Fixed Costs</b>	<b>\$110.36</b>	<b>\$1,078,038.80</b>	330 Ees

<u>Claims</u>	<u>PEPM</u>	<u>Annual Expense</u>
Medical	\$478.80	\$5,027,400.00
Dental	\$44.07	\$462,735.00
Pharmacy	\$119.34	\$1,253,070.00
<b>Total Claims</b>	<b>\$642.21</b>	<b>\$6,743,205.00</b>
<b>Total Projected Cost</b>	<b>\$752.57</b>	<b>\$7,821,243.80</b>

**December 10, 2009**  
**Consent Agenda Item No. 2L**  
**University Drive Beautification Project**  
**Construction Contract**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No. 10-049) with The Ground Crew, LLC for the amount of \$246,739.29 for the construction of the University Drive Beautification Project.

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the construction contract to The Ground Crew, LLC.

**Summary:** University Drive Beautification Project (ST-0515) is part of the proposed Tree Beautification Program along the State Highway 6 Corridor. Due to favorable bids, the scope of this project is being expanded to provide approximately 500 trees in the four quadrants of the SH 6 and University Drive interchange. The project includes the installation of irrigation in all four quadrants with pipeline borings under University Drive and the main lanes of State Highway 6 and the northbound frontage road, and grading for the preparation of landscape planters and other hardscape elements, which will be installed during Phase II of this project.

**Budget & Financial Summary:** Six (6) competitive bids were produced in response to Bid No. 10-11. The Ground Crew, LLC was the low bid at \$246,739.29, which includes two alternate bid items. Alternative bid items 1 and 2 were accepted as these additional scope items can be completed within the project budget. Alternative bid items 3 and 4 were not accepted, since funds were not available in the project budget. A description of the alternative bid items is listed on the attached bid tabulation.

Funds have been budgeted in the amount of \$324,000 from the Streets Capital Improvement Projects Fund. An additional \$50,000 is budgeted in the Electric Utility Operating Fund. Funds in the amount of \$67,549.37 have been expended or committed to date in the Streets Capital Projects Fund, leaving a balance of \$256,450.63 for the construction of this project and other expenditures. No funds have been expended or committed to date from the Electric portion.

**Attachments:**

- 1.) Resolution
- 2.) Bid Tabulation
- 3.) Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE UNIVERSITY DRIVE BEAUTIFICATION PROJECT (ST-0515) AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the University Drive Beautification Project; and

WHEREAS, the selection of The Ground Crew, LLC is being recommended as the lowest responsible bidder for the construction services related to the University Drive Beautification 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 The Ground Crew, LLC is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with The Ground Crew, LLC for \$246,739.29 for the labor, materials and equipment required for the improvements related the University Drive Beautification Project.
- PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Improvement Projects Fund, in the amount of \$196,739.29 and Electric Operating Fund in the amount of \$50,000.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 10 day of December, A.D. 2009.

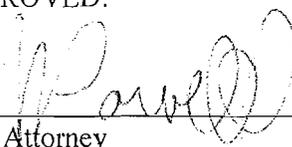
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



City of College Station Purchasing Division  
 Bid Tabular - #10-11  
 "University Drive Beautification Project"  
 Open Date: Monday, November 23, 2009 @ 2:00 p.m.

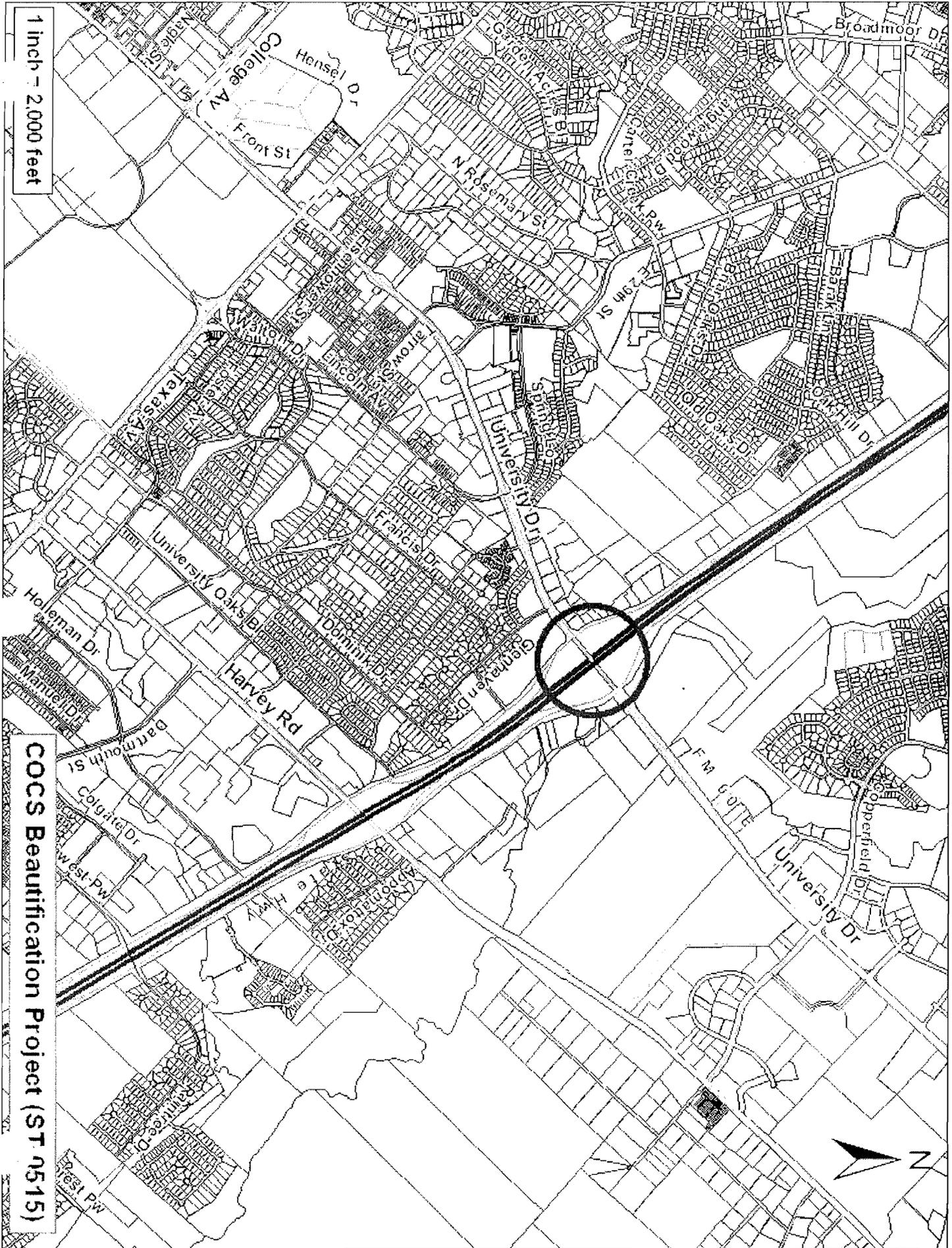
ITEM	QTY	UNIT	DESCRIPTION	The Ground Crew LLC (College Station, TX)		Kieschnick General Contractors (College Station, TX)		JaCody, Inc. (College Station, TX)		Brazaos Paving, Inc. (Bryan, TX)		Brazaos Valley Services (Bryan, TX)		Dudley Construction Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>															
1	L.S.		MOBILIZATION, BONDS, INSURANCE, SURVEY LAYOUT	\$22,632.02	\$22,632.02	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$20,390.00	\$20,390.00	\$16,000.00	\$16,000.00	\$14,043.00	\$14,043.00
2	5500	CY	EARTHWORK CUT (IN PLACE)	\$2.27	\$12,485.00	\$4.00	\$22,000.00	\$1.50	\$8,250.00	\$3.93	\$21,615.00	\$4.00	\$22,000.00	\$3.59	\$19,745.00
3	5500	CY	EARTHWORK FILL, DENSITY CONTROLLED (IN PLACE)	\$3.41	\$18,755.00	\$6.00	\$33,000.00	\$3.50	\$19,250.00	\$5.90	\$32,450.00	\$4.00	\$22,000.00	\$3.59	\$19,745.00
<b>WATERLINE</b>															
4	600	L.F.	WATERLINE BORE W/6" SCH80 PVC CASING W/END SEALS 2" CERTAINTEEF YELMINE CERTA-LOK CLASS 250 SDR 17 IN CASING, CONNECTED TO IRRIGATION SYSTEM (OR AN APPROVED EQUAL)	\$40.28	\$24,168.00	\$50.00	\$30,000.00	\$40.00	\$24,000.00	\$50.75	\$30,450.00	\$25.00	\$15,000.00	\$35.14	\$21,084.00
5	780	L.F.	8" WATERLINE TAP @ HAMPTON INN	\$2.29	\$1,786.20	\$5.00	\$3,900.00	\$6.00	\$4,680.00	\$16.00	\$12,480.00	\$3.00	\$2,340.00	\$8.08	\$6,302.40
6	1	L.S.	2" FITTINGS	\$556.77	\$556.77	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,316.00	\$3,316.00
7	11	E.A.	2" FITTINGS	\$4.64	\$51.04	\$30.00	\$330.00	\$35.00	\$385.00	\$125.00	\$1,375.00	\$100.00	\$1,100.00	\$23.98	\$263.78
8	1	L.S.	WATER METER @ HAMPTON INN	\$1,861.48	\$1,861.48	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,567.00	\$2,567.00
9	3000	L.F.	2" SCH 40 PVC MAIN IRRIGATION LINES ALL FOUR QUADS	\$1.24	\$3,720.00	\$2.30	\$6,900.00	\$1.50	\$4,500.00	\$0.54	\$1,620.00	\$1.65	\$4,950.00	\$1.86	\$5,580.00
<b>STORM SEWER</b>															
10	175	L.F.	18" RCP C76 CLIII	\$73.71	\$12,899.25	\$50.00	\$8,750.00	\$42.00	\$7,350.00	\$62.00	\$10,850.00	\$40.00	\$7,000.00	\$46.67	\$8,167.25
11	4	E.A.	ROCK RIP RAP (COMMON) 4-12 INCH GRADATION TXDOT ITEM NO. 482 DRY, WATERPAX GS700 GROUND STABILIZATION FABRIC OR AN APPROVED EQUAL	\$793.80	\$3,175.20	\$800.00	\$3,200.00	\$1,500.00	\$6,000.00	\$1,850.00	\$7,400.00	\$800.00	\$3,200.00	\$1,160.43	\$4,041.72
12	18	S.Y.	VELOCITY - EROSION CONTROL BLANKET - CURLEX-11 DOUBLE NET OR AN APPROVED EQUAL INCLUDES TOPSOIL SEEDBED, SEEDING, WATERING, MAINTENANCE AND ESTABLISH HEALTHY GROUND COVER	\$179.76	\$3,235.68	\$60.00	\$1,080.00	\$75.00	\$1,350.00	\$35.75	\$643.50	\$50.00	\$900.00	\$123.99	\$2,231.82
13	230	S.Y.	HYDROMULCH TO THE LIMITS SHOWN ON THE PLANS, WATER, MAINTAIN, ESTABLISH HEALTHY GROUND COVER - QUADS 1&4	\$9.25	\$2,127.50	\$10.00	\$2,300.00	\$12.00	\$2,760.00	\$6.00	\$1,380.00	\$4.00	\$920.00	\$4.03	\$926.90
<b>MISCELLANEOUS</b>															
14	6000	S.Y.	RE-VEGETATE ALL DENUDEED AREAS TO PRE- CONSTRUCTION CONDITION ONCE COMPLETE. PREPARATION, TOPSOIL, BERMUDA/RYE SEED MIX, WATERING, MAINTENANCE RE-SEEDING AS REQ'D. TXDOT Spec #64 - ALL QUADS AFFECTED	\$0.04	\$240.00	\$1.00	\$6,000.00	\$0.40	\$2,400.00	\$0.45	\$2,700.00	\$1.00	\$6,000.00	\$1.36	\$8,160.00
15	1	L.S.	EROSION CONTROL: OBTAIN SW3P PERMIT, SYSTEM INSTALLATION, MAINTENANCE, RECORD KEEPING, REMOVAL OF SYSTEM	\$5,500.93	\$5,500.93	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$4,450.00	\$4,450.00	\$4,000.00	\$4,000.00	\$7,442.00	\$7,442.00
16	1	L.S.	TRAFFIC CONTROL PER TXMUTCD, PLAN, SIGNAGE, INSTALL, REMOVE	\$5,787.45	\$5,787.45	\$10,000.00	\$10,000.00	\$2,550.00	\$2,550.00	\$8,290.00	\$8,290.00	\$22,400.00	\$22,400.00	\$15,343.00	\$15,343.00
17	1	L.S.	EXISTING TREE BARRICADE / PROTECTION FENCING	\$8,170.50	\$8,170.50	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$13,543.00	\$13,543.00
18	1	L.S.	ON METER PEDESTAL	\$1,992.44	\$1,992.44	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$12,778.00	\$12,778.00	\$8,000.00	\$8,000.00	\$2,260.00	\$2,260.00
19	1	E.A.	IRRIGATION SYSTEM CONTROLLER W/MASTER FLOW SENSING VALVE	\$1,113.54	\$1,113.54	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,160.00	\$2,160.00	\$3,000.00	\$3,000.00	\$1,923.00	\$1,923.00
20	1	E.A.	TREES: BED EXCAVATION, BED PREPARATION, INSTALL, STAKES	\$10,066.73	\$10,066.73	\$8,450.00	\$8,450.00	\$8,333.00	\$8,333.00	\$870.00	\$870.00	\$8,250.00	\$8,250.00	\$9,303.00	\$9,303.00
21	236	E.A.	IRRIGATION SYSTEM: LINES, BUBBLERS, VALVES, ETC.	\$121.39	\$28,648.04	\$150.00	\$35,400.00	\$160.00	\$37,760.00	\$168.00	\$39,648.00	\$141.00	\$33,276.00	\$179.85	\$42,444.00
22	1	E.A.	TREE TRIMMING, TRIM BOTTOM BRANCHES OF EXISTING TREES TO 8-FOOT HEIGHT	\$15,123.49	\$15,123.49	\$15,500.00	\$15,500.00	\$15,350.00	\$15,350.00	\$11,665.00	\$11,665.00	\$9,900.00	\$9,900.00	\$11,163.00	\$11,163.00
23	1	E.A.	TOTAL BASE BID (ITEMS 1-23)	\$821.22	\$821.22	\$2,150.00	\$2,150.00	\$962.00	\$962.00	\$1,300.00	\$1,300.00	\$2,100.00	\$2,100.00	\$435.00	\$435.00
				\$184,917.48	\$184,917.48	\$224,960.00	\$224,960.00	\$197,380.00	\$197,380.00	\$235,014.50	\$235,014.50	\$207,636.00	\$207,636.00	\$220,630.47	\$220,630.47



City of College Station Purchasing Division  
 Bid Tabulation for #10-11  
 "University Drive Beautification Project"  
 Open Date: Monday, November 23, 2009 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	The Ground Crew LLC (College Station, TX)		Kieschnick General Contractors (College Station, TX)		JaCody, Inc. (College Station, TX)		Brzaos Paving, Inc. (Bryan, TX)		Brazos Valley Services (Bryan, TX)		Dudley Construction Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>ALTERNATE 1 - LANDSCAPING/IRRIGATION QUAD 2</b>															
24-A	171	EA.	TREES: BED EXCAVATION, BED PREPERATION, INSTALL, TIEDOWNS SHRUBS: BED EXCAVATION, BED PREPARATION, INSTALL	\$128.48	\$21,970.08	\$150.00	\$25,650.00	\$165.00	\$28,215.00	\$168.00	\$28,728.00	\$141.00	\$24,111.00	\$186.05	\$31,814.55
25-A	1	EA.	IRRIGATION SYSTEM: LINES, DRIP SYSTEM, VALVES, ETC.	\$14,979.25	\$14,979.25	\$5,750.00	\$5,750.00	\$8,657.00	\$8,657.00	\$8,700.00	\$8,700.00	\$5,335.00	\$5,335.00	\$6,016.00	\$6,016.00
26-A	1	L.S.	TREE TRIMMING: TRIM BOTTOM BRANCHES OF EXISTING TREES TO 8-FOOT HEIGHT	\$202.06	\$202.06	\$1,000.00	\$1,000.00	\$853.00	\$853.00	\$216.00	\$216.00	\$925.00	\$925.00	\$187.00	\$187.00
<b>ALTERNATE 1 TOTAL</b>				<b>\$37,151.39</b>		<b>\$32,400.00</b>		<b>\$37,725.00</b>		<b>\$37,644.00</b>		<b>\$30,371.00</b>		<b>\$38,017.55</b>	
<b>ALTERNATE 2 - LANDSCAPING/IRRIGATION QUAD 3</b>															
27-A	106	EA.	TREES: BED EXCAVATION, BED PREPERATION, INSTALL, TIEDOWNS SHRUBS: BED EXCAVATION, BED PREPARATION, INSTALL	\$125.32	\$13,283.92	\$150.00	\$15,900.00	\$165.00	\$17,490.00	\$168.00	\$17,808.00	\$141.00	\$14,946.00	\$186.05	\$19,721.30
28-A	1	EA.	IRRIGATION SYSTEM: LINES, DRIP SYSTEMS, VALVES, ETC.	\$11,183.89	\$11,183.89	\$5,000.00	\$5,000.00	\$5,710.00	\$5,710.00	\$5,620.00	\$5,620.00	\$4,620.00	\$4,620.00	\$5,210.00	\$5,210.00
29-A	1	L.S.	TREE TRIMMING: TRIM BOTTOM BRANCHES OF EXISTING TREES TO 8-FOOT HEIGHT	\$202.61	\$202.61	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$216.00	\$216.00	\$925.00	\$925.00	\$187.00	\$187.00
<b>ALTERNATE 2 TOTAL</b>				<b>\$24,670.42</b>		<b>\$21,900.00</b>		<b>\$24,000.00</b>		<b>\$23,644.00</b>		<b>\$20,491.00</b>		<b>\$25,118.30</b>	
<b>ALTERNATE 3A - TREE UPSIZING QUAD 1 &amp; 4</b>															
30-A	117	EA.	UPSIZING 30 GALLON CATHEDRAL LIVE OAK TO 45 GALLON	\$94.05	\$11,003.85	\$150.00	\$17,550.00	\$165.00	\$19,305.00	\$243.00	\$28,431.00	\$138.00	\$16,146.00	\$95.41	\$11,162.97
<b>ALTERNATE 3A TOTAL</b>				<b>\$11,003.85</b>		<b>\$17,550.00</b>		<b>\$19,305.00</b>		<b>\$28,431.00</b>		<b>\$16,146.00</b>		<b>\$11,162.97</b>	
<b>ALTERNATE 3B - TREE UPSIZING QUAD 2</b>															
31-A	86	EA.	UPSIZING 30 GALLON CATHEDRAL LIVE OAK TO 45 GALLON	\$95.36	\$8,200.96	\$150.00	\$12,900.00	\$165.00	\$14,190.00	\$243.00	\$20,898.00	\$138.00	\$11,868.00	\$88.70	\$7,628.20
<b>ALTERNATE 3B TOTAL</b>				<b>\$8,200.96</b>		<b>\$12,900.00</b>		<b>\$14,190.00</b>		<b>\$20,898.00</b>		<b>\$11,868.00</b>		<b>\$7,628.20</b>	
<b>ALTERNATE 3C - TREE UPSIZING QUAD 3</b>															
32-A	55	EA.	UPSIZING 30 GALLON CATHEDRAL LIVE OAK TO 45 GALLON	\$98.15	\$5,398.25	\$150.00	\$8,250.00	\$165.00	\$9,075.00	\$243.00	\$13,365.00	\$138.00	\$7,590.00	\$94.72	\$5,209.60
<b>ALTERNATE 3C TOTAL</b>				<b>\$5,398.25</b>		<b>\$8,250.00</b>		<b>\$9,075.00</b>		<b>\$13,365.00</b>		<b>\$7,590.00</b>		<b>\$5,209.60</b>	
<b>ALTERNATE 4 - ELECTRICAL</b>															
33-A	367	L.F.	ELECTRICAL BORE W/4" STL. CASING, END SEALS AND MAKERS	\$36.69	\$13,465.23	\$50.00	\$18,350.00	\$40.00	\$14,680.00	\$61.60	\$22,607.20	\$20.00	\$7,340.00	\$34.60	\$12,698.20
34-A	427	L.F.	2" ELECTRICAL CONDUIT IN CASING W/END CAP	\$5.12	\$2,186.24	\$5.00	\$2,135.00	\$4.00	\$1,708.00	\$5.25	\$2,241.75	\$3.00	\$1,281.00	\$4.26	\$1,819.02
<b>ALTERNATE 4 TOTAL</b>				<b>\$15,651.47</b>		<b>\$20,485.00</b>		<b>\$16,388.00</b>		<b>\$24,848.95</b>		<b>\$8,621.00</b>		<b>\$14,517.22</b>	
Certification of Bid				✓		✓		✓		✓		✓		✓	
Acknowledged Addendums (5)				✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓	

NOTES:  
 Dudley Construction Ltd.  
 »Bidder rounded several totals in their bid. The totals highlighted in yellow are correct.



1 inch = 2,000 feet

COCS Beautification Project (ST 9515)



**December 10, 2009**  
**Consent Agenda Item No. 2m**  
**Real Estate Contract for Right of Way and Easement**  
**Barron Road Widening Project**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion for the approval of a Real Estate Contract with JILL MARY DUNLAP, as Independent Executrix of the ESTATE OF WAYNE ALAN DUNLAP, deceased and as Trustee of THE DUNLAP FAMILY TRUST, created under the Will of Wayne Alan Dunlap, deceased, BEVERLY J. FURRER, PATRICIA J. VOGEL and THOMAS L. BROWN, JR., ("SELLERS") for a 26 foot variable width strip of right of way and a 10 foot wide public utility easement needed to widen Barron Road. The purchase price for the property is \$85,351.00. Closing costs, title insurance and incidentals will not exceed \$3,000.00.

**Recommendation(s):** Staff recommends approval of the Real Estate Contract.

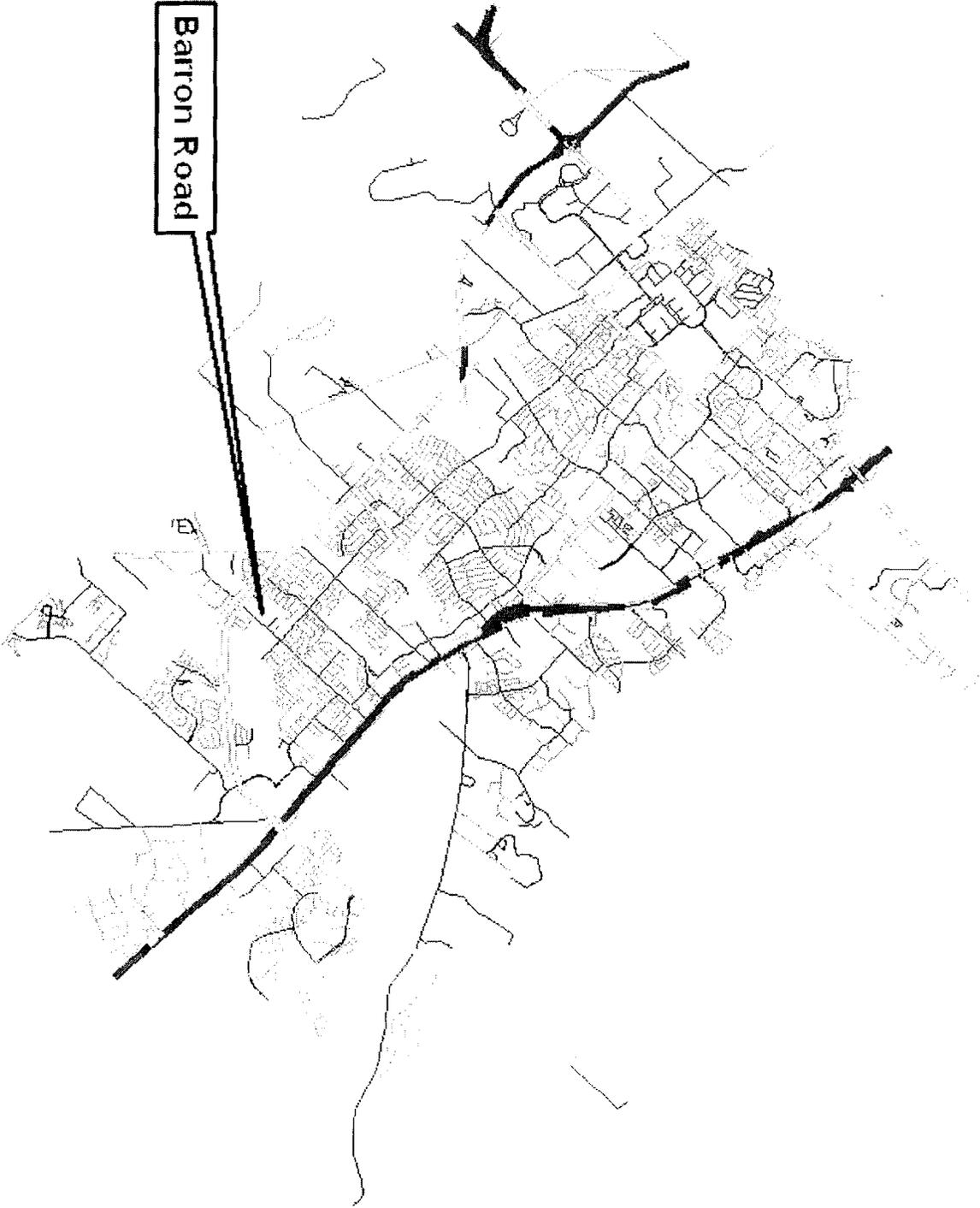
**Summary:** The attached Real Estate Contract is for the purchase of right of way and easement needed to widen Barron Road, from WD Fitch Parkway (SH 40), east to Decatur Drive. The roadway will be widened from two lanes with open ditch drainage to four lanes with a raised median, underground drainage and sidewalks. The project is currently in design and expected to be in construction by this coming summer.

**Budget & Financial Summary:** The current budget for the Barron Road Widening Land Acquisition project (ST0006) is \$431,000. Funds in the amount of \$346,191 have been expended or committed to date, leaving a balance of \$84,809. This land purchase will bring the project slightly over budget. In addition, it is anticipated that funds of approximately \$50,000 will be needed for the remaining land purchases. It is proposed that this additional budget be transferred from the Barron Road Design and Rehabilitation Phase I project (ST0409). This project is expected to come in under budget.

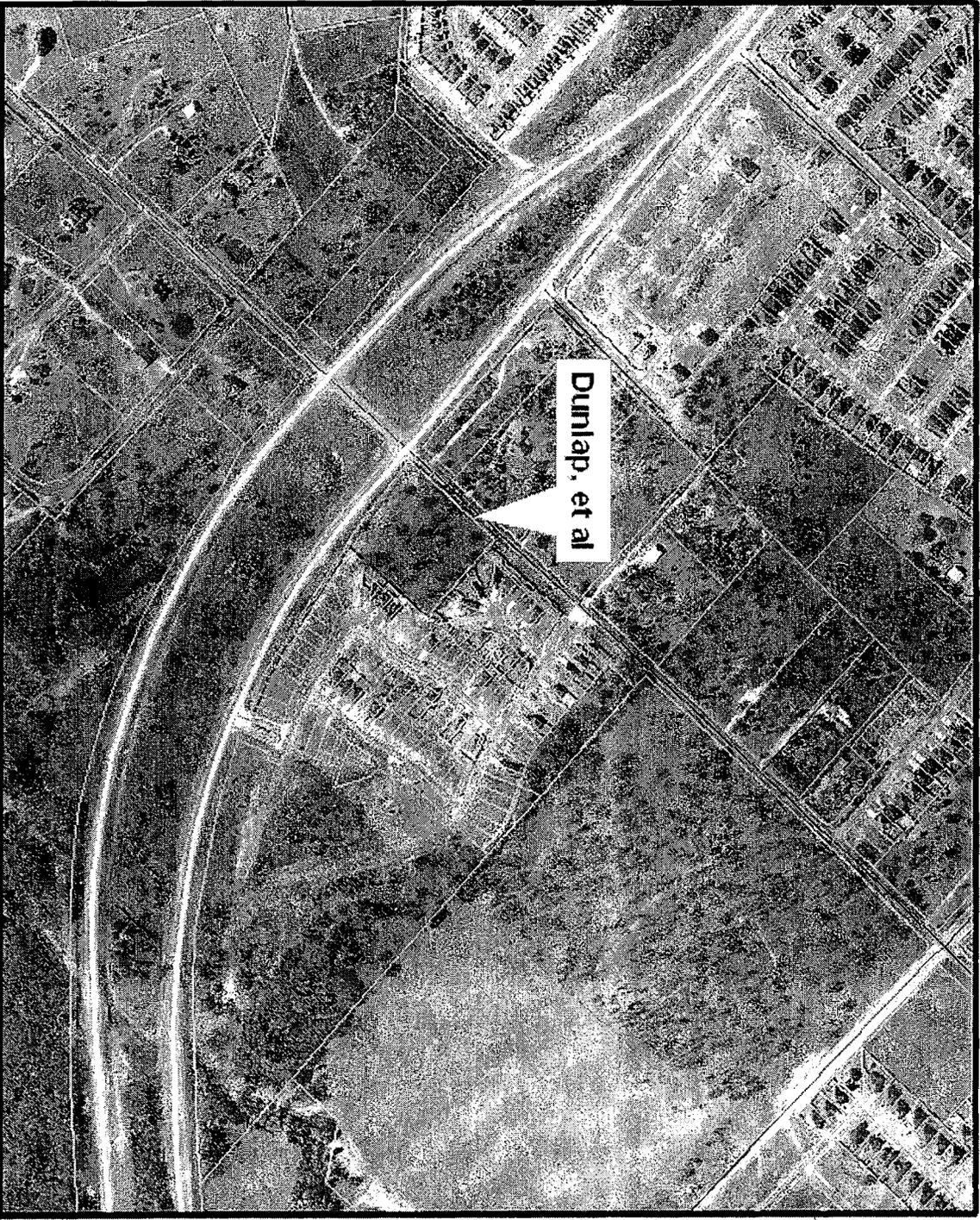
**Attachments:**

- 1.) Project Map
- 2.) Property Location Map
- 3.) Real Estate Contract is located in the City Secretary's Office.

# Barron Road Right of Way Project



# Barron Road ROW Jill Mary Dunlap, et al



**December 10, 2009**  
**Consent Agenda Item No. 2n**  
**Larry J. Ringer Library Expansion (GG1010)**  
**Alternate Construction Delivery Method**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution designating the request for Construction Manager at Risk (CMAR) as an alternative delivery method for the Larry J. Ringer Library Expansion (GG1010).

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

**Summary:** This item provides for the use of CMAR for the expansion of the Larry J. Ringer Library (GG1010). CMAR is a process that allows the City to choose the Contractor or Construction Manager (CM) before the design is complete. The City chooses a CM based on qualifications and similar prior project experience. The CM will work with an Architect in order to develop an acceptable design that is agreed upon by all stakeholders and a guaranteed maximum construction price. Advantages of this method are that the CM coordinates all subcontract work, all costs and fees are known, and there is close coordination between the City, Architect, and Construction Manager to ensure that the construction is completed within the project budget.

**Budget & Financial Summary:** The total project budget (design, construction, staff time, material testing, etc) for the Larry J. Ringer Library Expansion Project (GG1010) is \$8,385,000.

**Attachments:**

1. Resolution
2. Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT THE CONSTRUCTION MANAGER AT-RISK PROCUREMENT METHOD PROVIDES FOR THE BEST VALUE TO THE CITY OF COLLEGE STATION FOR THE RENOVATION AND EXPANSION OF THE LARRY J. RINGER LIBRARY EXPANSION PROJECT AND AUTHORIZING THE USE OF THIS PROCUREMENT METHOD IN ACCORDANCE WITH SECTION 271.114(A) OF THE TEXAS LOCAL GOVERNMENT CODE.**

WHEREAS, the City Council of the City of College Station, Texas, has determined a need to renovate and expand the Larry J. Ringer Library; and

WHEREAS, the City has considered using a procurement method specified by Texas Local Government Code Section 271.113(a) other than competitive bidding; and

WHEREAS, the City Council has determined that the method which provides the best value for the City for the Renovation and Expansion of the Larry J. Ringer Library Project is the Construction Manager At-Risk method as permitted by Texas Local Government Code Section 271.113(a)(4); now, therefore,

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

PART 1: That the City Council hereby finds that the use of the Construction Manager-at-Risk method provides the best value to the City for the Renovation and Expansion of the Larry J. Ringer Library Project.

PART 2: That the City Council hereby authorizes the use of the Construction Manager-at-Risk method as the procurement method for the Renovation and Expansion to the Larry J. Ringer Library Project and directs staff to take any and all reasonable measures to implement same.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

ATTEST:

APPROVED:

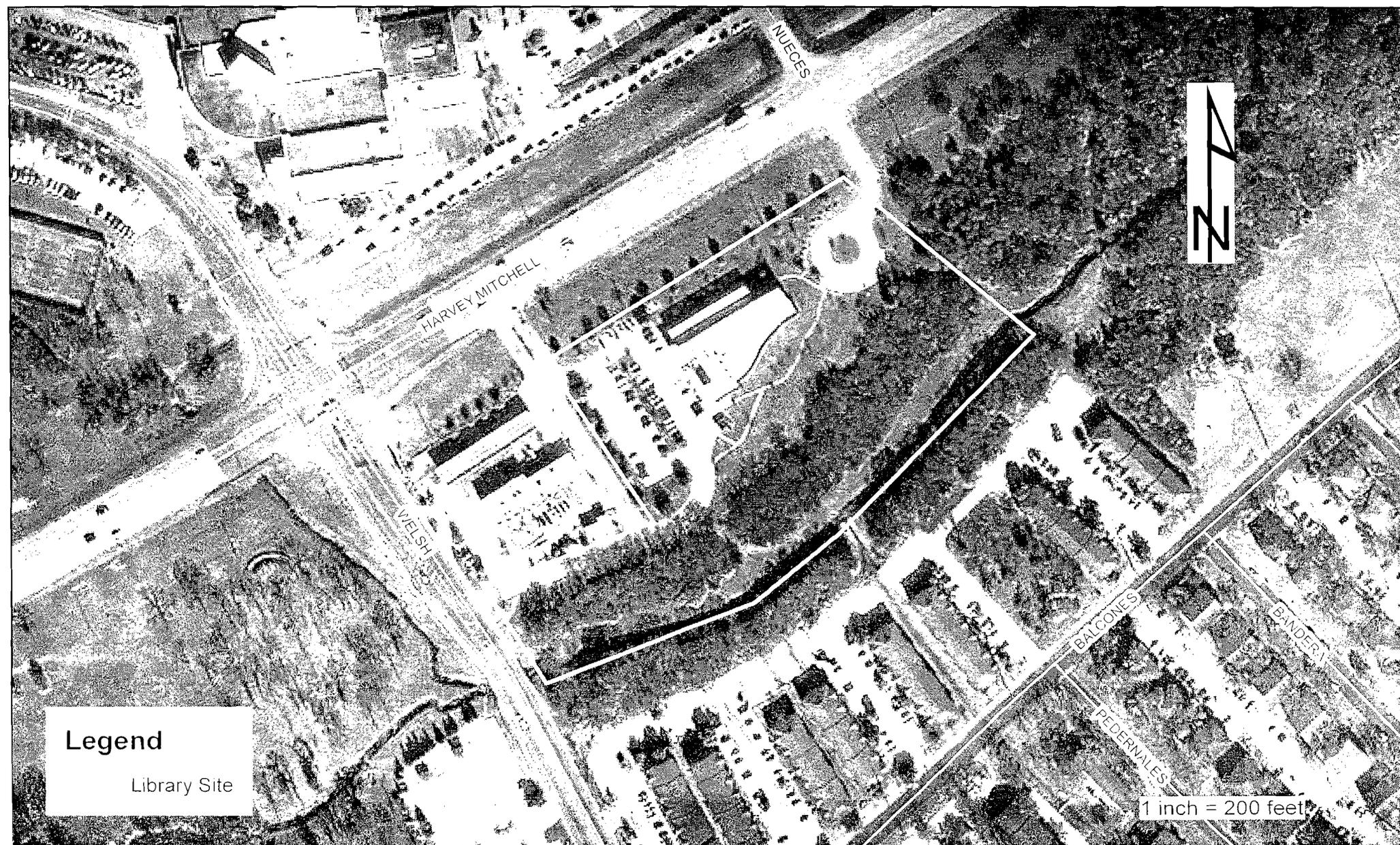
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

# Larry J. Ringer Library Project Location Map



## Legend

Library Site

1 inch = 200 feet

**December 10, 2009**  
**Consent Agenda Item No. 2o**  
**Raymond Stotzer West Utility Extension**  
**Professional Services Contract**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion concerning a resolution awarding the professional services contract (Contract No. 10-067) with HDR|Claunch & Miller in the amount not to exceed \$778,725.00 for engineering design services for the Raymond Stotzer West project.

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the professional services contract to HDR|Claunch & Miller for the final design of the Raymond Stotzer West project.

**Summary:** The Raymond Stotzer West project consists of the design of water lines, gravity sanitary sewers, a wastewater lift station, and a wastewater force main. The project will provide water and wastewater utility service to an area along Raymond Stotzer West from FM 2818 to SH 47, which was annexed by the City in 1995. The City contracted with HDR in April 2009 to prepare a preliminary engineering report that included a route analysis of the proposed water, sewer, and force main utilities, as well as initial sizing and location of a wastewater lift station to convey flows to the existing wastewater collection system. This design contract will provide detailed design and bid documents for construction of the improvements identified in the route study from FM 2818 to SH 47.

**Budget & Financial Summary:** Funds are budgeted and available for this project in the Water and Wastewater Capital Improvement Projects Funds.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE RAYMOND STOTZER WEST PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services; and

WHEREAS, the selection of HDR Engineering, Inc., a Nebraska Corporation is being recommended as the most highly qualified provider of the engineering services; now, therefore,

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

PART 1: That the City Council hereby finds that HDR Engineering, Inc., a Nebraska Corporation is the most highly qualified provider of the services for the Raymond Stotzer West Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with HDR Engineering, Inc., a Nebraska Corporation for an amount not to exceed \$778,725.00 for the engineering services related to the Raymond Stotzer West Project.

PART 3: That the funding for this Contract shall be as budgeted from the Utility Revenue Bond, Water Division in the amount of \$186,894.00; and Utility Revenue Bond, Wastewater Division in the amount of \$ 591,831.00.

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

ADOPTED this 10 day of December, A.D. 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

Raymond Stotzer West

POLO PARK PLACE

Raymond Stotzer Pw

TAMU RESEARCH PARK

Turkey Creek Rd

State Hwy 47

Henry Mitchell Pkwy S

George Bush Dr

Luther St

FOX RUN CONDOS

WILLIAMS ADDITION

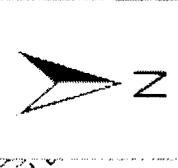
NE ROSE

Raymond Stotzer Pw

WHITE CREEK

GOLD

1 inch = 1,500 feet



LEGEND



Proposed Lift Station



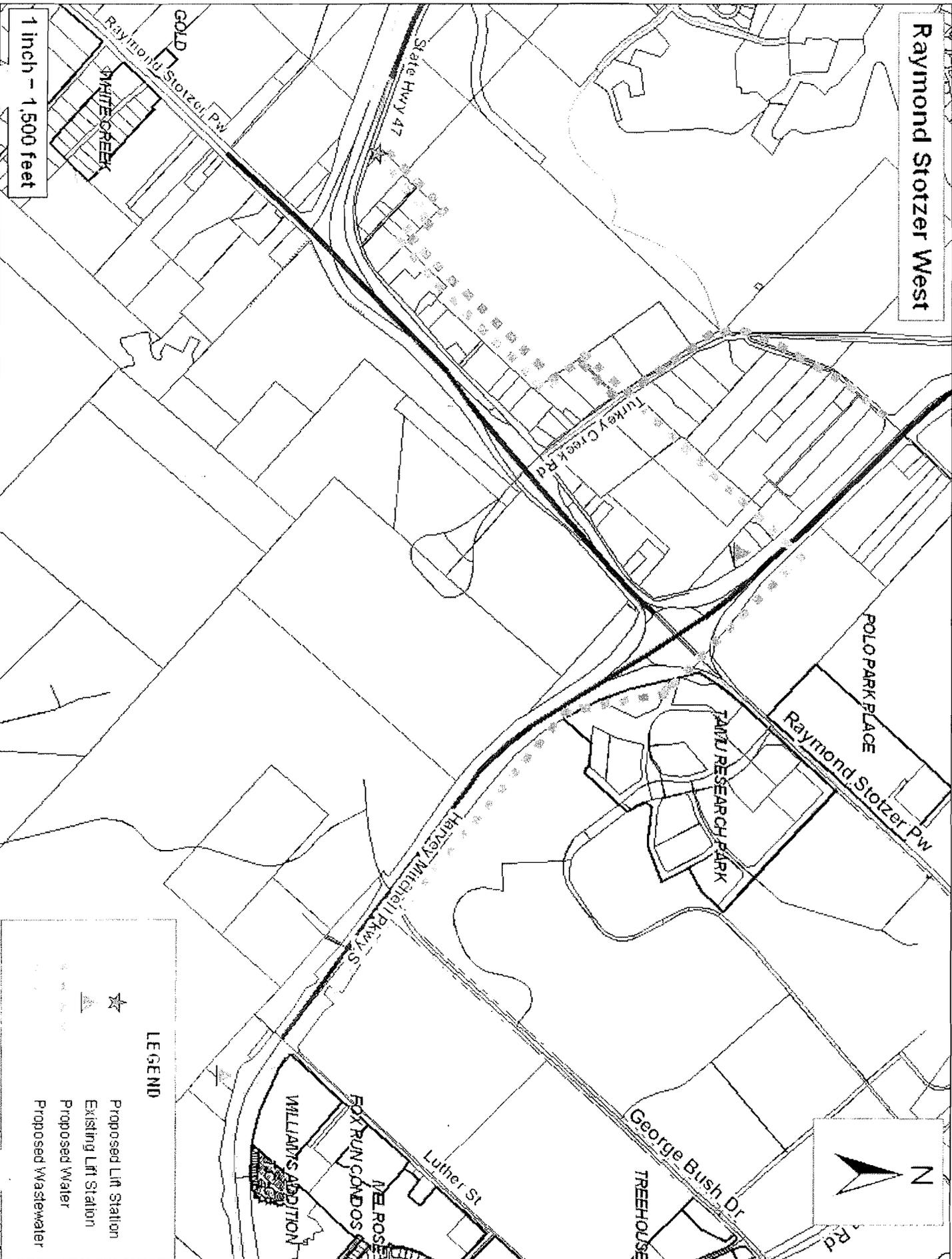
Existing Lift Station



Proposed Water



Proposed Wastewater



**December 10, 2009**  
**Consent Agenda Item No. 2p**  
**Construction Contract #10-037 for Replacement Construction Improvements in**  
**Windwood Park**

**To:** Glenn Brown, City Manager

**From:** David Schmitz, Assistant Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #10-037) with Wade Contractors, Inc. in the amount of \$71,073 for replacement construction improvements in Windwood Park.

**Recommendation(s):** Staff recommends approval of the resolution and award of the construction contract with Wade Contractors, Inc., for replacement construction improvements in Windwood Park, in the amount of \$71,073 and sixty (60) construction days.

**Summary:** The proposed replacement improvements in Windwood Park include a playground, swings, site furnishings, and a fence.

**Budget & Financial Summary:** Six (6) sealed, competitive bids were received and opened on November 11, 2009. The bid summary is attached. Funds are available and budgeted in the Zone 4 Park Land Dedication Fund.

**Attachments:**

- 1) Resolution
- 2) Bid Number 10-07 Tabulation
- 3) Site Plan
- 4) Construction Contract 10-037  
(This contract will be available in the City Secretary's Office)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WINDWOOD PARK IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Windwood Park Improvements Project; and

WHEREAS, the selection of Wade Contractors, Inc. is being recommended as the lowest responsible bidder for the construction services related to the Windwood Park Improvements Project; now, therefore,

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

PART 1: That the City Council hereby finds that Wade Contractors, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Wade Contractors, Inc., for \$71,073.00 and sixty (60) construction days for the labor, materials and equipment required for the improvements related to the Windwood Park Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Park Zone 4 Fund in the amount of \$71,073.00.

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

Carla A. Robinson.  
City Attorney



City of College Station - Purchasing Department  
 Bid Tabulation for #10-07  
 "Windwood Park Improvements"  
 Open Date: Wednesday, November 11 2009 @ 2:00 p.m.

ITEM	UNIT	DESCRIPTION	Wade Contractors, Inc. Kingwood, TX.		CLM Construction College Station, TX		JaCody, Inc. College Station, TX		Marck Brothers Const, Inc. College Station, TX		Kieschnick General Contr. College Station, TX		Dudley Construction, Ltd. College Station, TX	
			UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
<b>***BASE BID***</b>														
1	Lot	Demolition and removal of fountain and playground. Installation of new playground including rubber cushioning and concrete border. Removal of wood decks/benches.	\$47,500.00	\$47,500.00	\$49,000.00	\$49,000.00	\$59,996.00	\$59,996.00	\$56,442.00	\$56,442.00	\$58,000.00	\$58,000.00	\$67,200.00	\$67,200.00
2	Lot	Swings, gravel pit, concrete curb, and drainline	\$11,219.00	\$11,219.00	\$14,000.00	\$14,000.00	\$9,368.00	\$9,368.00	\$6,993.00	\$6,993.00	\$10,600.00	\$10,600.00	\$10,000.00	\$10,000.00
3	Lot	New drinking fountain and slab	\$3,300.00	\$3,300.00	\$5,500.00	\$5,500.00	\$5,753.00	\$5,753.00	\$5,203.00	\$5,203.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
4	Lot	Concrete walks and removal of crushed limestone walk and add soil fill for excavated area and electrical trenches that settled	\$3,240.00	\$3,240.00	\$3,900.00	\$3,900.00	\$1,540.00	\$1,540.00	\$6,137.00	\$6,137.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
5	Lot	Repair sunken brick pavers, pressure wash, and stain wood decks and signs.	\$809.00	\$809.00	\$1,250.00	\$1,250.00	\$2,064.00	\$2,064.00	\$1,080.00	\$1,080.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
6	Lot	2 BBQ Grills Installed	\$362.00	\$365.00	\$1,100.00	\$1,100.00	\$530.00	\$530.00	\$1,141.00	\$1,141.00	\$900.00	\$900.00	\$500.00	\$500.00
7	Lot	2 Trash Cans Installed	\$920.00	\$920.00	\$1,400.00	\$1,400.00	\$700.00	\$700.00	\$1,918.00	\$1,918.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
<b>TOTAL BASE BID</b>				\$67,353.00		\$76,150.00		\$79,951.00		\$78,914.00		\$83,000.00		\$88,900.00
<b>***ALTERNATE***</b>														
1	Lot	88' Iron Fencing Along East Side of Park	\$3,720.00	\$3,720.00	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00	\$6,670.00	\$6,670.00	\$4,250.00	\$4,250.00	\$4,377.00	\$4,377.00
<b>TOTAL BASE BID WITH ALTERNATE</b>				\$71,073.00		\$80,350.00		\$83,451.00		\$85,584.00		\$87,250.00		\$93,277.00
Bid Certification			YES		NO		YES		YES		YES		YES	
Bid Bond			YES		YES		YES		YES		YES		YES	
Addendums Acknowledged (4)			4		4		4		4		4		4	



**December 10, 2009**  
**Consent Agenda Item No. 2q**  
**Well No. 8 Collection Line (WF1097967) and**  
**Parallel Wellfield Collection Line (WF0352553) and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract with Garney Companies, Inc., in the amount of \$3,592,544, for the construction of the Well No. 8 Collection Line and the Parallel Wellfield Collection Line and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends approval of this construction contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The scope of this project is to construct the Well 8 Collection Line (W8CL) and the Parallel Wellfield Collection Line (PWCL). The W8CL includes the construction of 10 linear feet of 16-inch discharge line, 7,940 linear feet of 30-inch collection line, and associated connections. The PWCL includes the construction of 288 linear feet of 16-inch discharge pipe, 4,870 linear feet of 42-inch collection line, 3,354 linear feet of 48-inch collection line, and associated connections and fiber optic cable. The two projects were bid as one project in order to obtain more competitive bids. With the projected construction budget of \$3,592,544, Garney Construction Companies, Inc. was selected to construct the project because they were the lowest responsible bidder in response to the city's solicitation of bids.

**Budget & Financial Summary:** Eleven (11) competitive bids were produced in response to Bid No. 10-04. Funds in the amount of \$3,000,000 are currently budgeted for the W8CL project in the Water Capital Improvement Projects Fund. Funds in the amount of \$330,058 have been expended or committed to date, leaving a balance of \$2,669,942 for the W8CL portion of this contract and future W8CL expenses. The W8CL portion of this contract is \$1,434,391. Funds in the amount of \$5,081,362 are currently budgeted for the PWCL project in the Water Capital Improvement Projects Fund. Funds in the amount of \$498,866 have been expended or committed to date, leaving a balance of \$4,582,496 for the PWCL portion of this contract and future PWCL expenses. The PWCL portion of this contract is \$2,158,153. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year.

**Attachments:**

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A CONSTRUCTION CONTRACTOR, APPROVING A CONSTRUCTION CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE WELL NO. 8 COLLECTION LINE AND PARALLEL WELLFIELD COLLECTION LINE PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the construction of the Well No. 8 Collection Line and the Parallel Wellfield Collection Line; and

WHEREAS, the selection of Garney Companies, Inc. is being recommended as the lowest responsible bidder; 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 Garney Companies, Inc. is the lowest responsible bidder

PART 2: That the City Council hereby approves the contract with Garney Companies, Inc. for an amount not to exceed \$3,592,544 for the labor, materials and equipment required for the improvements related to the Well No. 8 Collection Line and the Parallel Wellfield Collection Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvement Projects Fund in the amount of \$3,592,544.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

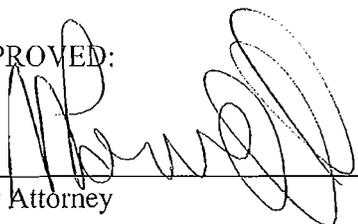
ATTEST:

APPROVED:

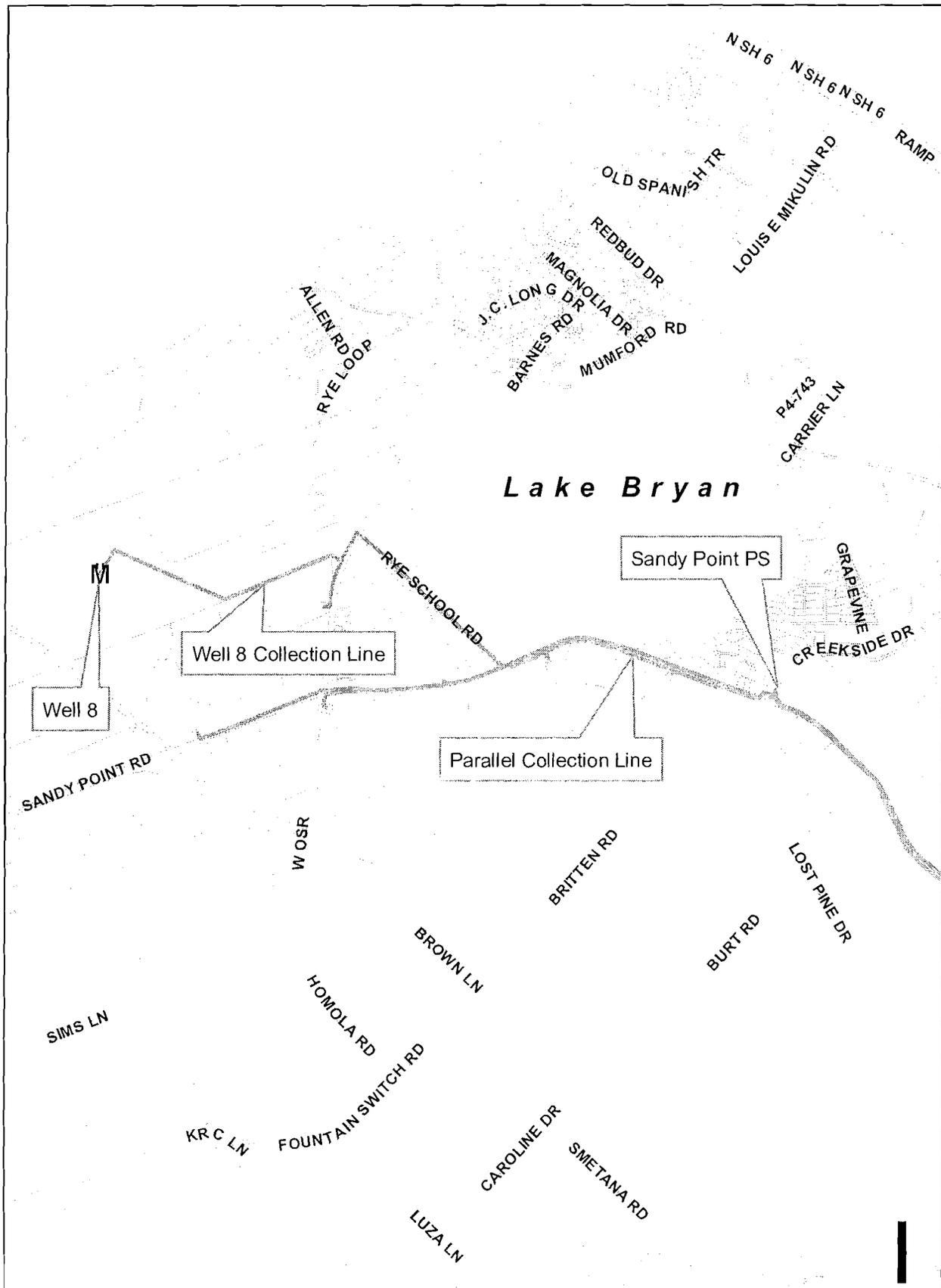
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:

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

# PARALLEL WELL FIELD COLLECTION LINE AND WELL 8 COLLECTION LINE



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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,500,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 10th DAY OF DECEMBER, 2009.

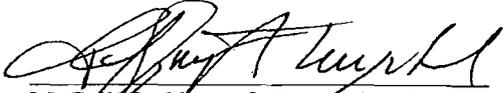
\_\_\_\_\_  
Ben White, Mayor

ATTEST:

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

(Seal)

APPROVED:



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

Exhibit "A"

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

Parallel Wellfield Collection Line

City of College Station - Purchasing Division  
 Bid Evaluation for Project: Wellfield Collection Line  
 "Well No. 8 Collection Line (and) Wellfield Collection Line"  
 Open Date: Wednesday, November 4, 2009 @ 2:00 pm.

ITEM#	QTY	UNIT	DESCRIPTION	F.P. Brady LTD (Houston, TX)	Brown Valley Services (Houston, TX)	Lewis Contractors, Inc. (Houston, TX)	Garney Companies, Inc. (Houston, TX)	SRK Construction Partners, LTD (Houston, TX)	Daughtis Construction Co. (Houston, TX)	Ray Utilities LLC (Houston, TX)	Future Telecom, Inc. (Arlington, TX)	Triple B Services LLP (Houston, TX)	Cash Construction Co. (Harrisburg, TX)	Pillatt Construction LTD (Wichita, KS)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID - WELL NO. 8 COLLECTION LINE</b>															
1	1	Temp Sign	Submittance Description	\$40.00	\$40.00	\$40.00	\$40.00	\$80.00	\$80.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
2	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
3	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
6	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
7	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
8	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
9	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
10	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
11	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
12	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
13	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
14	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
15	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
16	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
17	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
18	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
<b>TOTAL BASE BID - WELL NO. 8 COLLECTION LINE</b>															
				\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20
<b>ADDITIONAL ITEMS - WELL NO. 8 COLLECTION LINE</b>															
A.1	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
<b>BASE BID - PARALLEL WELLFIELD COLLECTION LINE</b>															
1	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
2	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
6	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
7	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
8	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
9	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
10	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
11	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
12	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
13	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
14	1	Temp Sign	Submittance Description	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
<b>TOTAL BASE BID - PARALLEL WELLFIELD COLLECTION LINE</b>															
				\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20	\$1,116,526.20

City of College Station - Purchasing Division  
 Bid Tabulation for #10-04  
 "Well No. 4 Collection Line and Parallel Wellfield Collection Line"  
 Open Date: Wednesday, November 4, 2009 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRPTION	F.P. Brandy LTD (Houston, TX)		Bovens Valley Services (Houston, TX)		Leray Constructors, Inc. (Houston, TX)		Garney Companies, Inc. (Houston, TX)		S&K Construction Partners, J-T/D (Houston, TX)		Daughdrill Construction Co. (Houston, TX)		Roy Utilities LLC (Houston, TX)		Pioneer Telecom, Inc. (Abilene, TX)		Triple B Service LLP (Houston, TX)		Cash Construction Co. (Pharr, TX)		Elliott Construction LTD (Wichita, TX)										
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE							
15	219	Foot	Jacked Casting for 42" Center Type (including carrier pipe)	\$60.00	\$13,140.00	\$154.00	\$33,714.00	\$185.00	\$40,485.00	\$85.00	\$18,615.00	\$28.00	\$6,132.00	\$11.00	\$2,418.00	\$20.00	\$4,380.00	\$120.00	\$26,280.00	\$110.00	\$24,090.00	\$155.00	\$33,844.50	\$155.00	\$33,844.50	No Bid	No Bid							
16	73	Foot	Jacked Casting for 48" Center Type (including carrier pipe)	\$75.00	\$5,475.00	\$223.00	\$16,291.00	\$200.00	\$14,600.00	\$90.00	\$6,570.00	\$273.00	\$20,061.00	\$100.00	\$7,300.00	\$130.00	\$9,510.00	\$1,500.00	\$11,250.00	\$860.00	\$62,780.00	\$900.00	\$6,300.00	\$995.00	\$148,270.00	\$815.00	\$59,405.00	No Bid	No Bid					
17	146	Foot	Joint Casting for 48" Center Type (including carrier pipe)	\$30.00	\$4,380.00	\$804.00	\$117,584.00	\$1,000.00	\$146,000.00	\$251.00	\$36,646.00	\$60.00	\$8,760.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	\$251.00	\$36,646.00	No Bid	No Bid			
18	36	Foot	Joint Casting for 48" Center Type (including carrier pipe)	\$25.00	\$900.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	\$300.00	\$10,800.00	No Bid	No Bid			
19	36	Foot	Joint Casting for 48" Center Type (including carrier pipe)	\$28.00	\$1,008.00	\$107.00	\$3,852.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	\$100.00	\$3,600.00	No Bid	No Bid			
20	4	Each	16" cast Valve	\$4,813.00	\$19,252.00	\$4,975.00	\$19,900.00	\$5,300.00	\$21,200.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	No Bid	No Bid			
21	3	Each	30" Butterfly Valve	\$11,825.00	\$35,475.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00	No Bid	No Bid			
22	2	Each	42" Butterfly Valve	\$18,515.00	\$37,030.00	\$17,500.00	\$35,000.00	\$18,000.00	\$36,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	\$19,000.00	\$38,000.00	No Bid	No Bid			
23	1	Each	48" Butterfly Valve with Manhole on 42" manhole pipe	\$23,855.00	\$23,855.00	\$22,115.00	\$22,115.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	No Bid	No Bid			
24	1	Each	48" Butterfly Valve with Manhole on 42" manhole pipe	\$11,613.00	\$11,613.00	\$12,362.00	\$12,362.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	No Bid	No Bid			
25	3	Each	24" manhole	\$27,250.00	\$81,750.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	\$31,000.00	\$93,000.00	No Bid	No Bid			
26	15	Each	48" manhole	\$24,840.00	\$372,600.00	\$1,700.00	\$25,500.00	\$750.00	\$11,250.00	\$1,500.00	\$22,500.00	\$400.00	\$6,000.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	No Bid	No Bid	
27	18	Each	48" manhole	\$4,550.00	\$81,900.00	\$3,900.00	\$70,200.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	\$550.00	\$9,900.00	No Bid	No Bid	
28	1	Each	Access Gate	\$77.00	\$77.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	No Bid	No Bid		
29	200	Foot	Remove and Dispose of Branch Wasteline	\$15.00	\$3,000.00	\$10.00	\$2,000.00	\$12.00	\$2,400.00	\$15.00	\$3,000.00	\$11.00	\$2,200.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	No Bid	No Bid	
30	10	Each	Remove and Dispose of Branch Wasteline	\$400.00	\$4,000.00	\$100.00	\$1,000.00	\$300.00	\$3,000.00	\$400.00	\$4,000.00	\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	No Bid	No Bid	
31	70	Foot	Remove and Dispose of 36" manhole	\$8,750.00	\$612,500.00	\$7,000.00	\$490,000.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	\$23.00	\$1,610.00	No Bid	No Bid	
32	1	Each	Install Owner Furnished 48" Butterfly Valve at South Point Pump Station	\$9,000.00	\$9,000.00	\$15,745.00	\$15,745.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	No Bid	No Bid	
33	1	Each	Combustion Air Valve with Manhole on 48" manhole pipe	\$12,500.00	\$12,500.00	\$42,965.00	\$42,965.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	No Bid	No Bid
TOTAL BASE BID - PARALLEL WELLFIELD COLLECTION LINE				\$2,001,309.75	\$2,001,309.75	\$2,432,802.00	\$2,432,802.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	\$2,104,663.00	No Bid	No Bid		
ADDITIONAL ITEMS - PARALLEL WELLFIELD COLLECTION LINE																																		
A.1	1,000	Yard	Additional (circular) Hauling	\$42.70	\$42,700.00	\$20.00	\$20,000.00	\$13.00	\$13,000.00	\$15.00	\$15,000.00	\$22.00	\$22,000.00	\$15.00	\$15,000.00	\$28.00	\$28,000.00	\$28.00	\$28,000.00	\$20.00	\$20,000.00	\$35.00	\$35,000.00	\$35.00	\$35,000.00	\$35.00	\$35,000.00	\$35.00	\$35,000.00	\$35.00	\$35,000.00	No Bid	No Bid	
A.2	1	Each	Additional 10" 22.5 Degree Fitting	\$1,500.00	\$1,500.00	\$3,147.00	\$3,147.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$6,700.00	\$6,700.00	\$6,700.00	\$6,700.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	No Bid	No Bid
A.3	1	Each	Additional 42" 22.5 Degree Fitting	\$2,000.00	\$2,000.00	\$5,302.00	\$5,302.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$7,120.00	\$7,120.00	\$7,120.00	\$7,120.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	No Bid	No Bid
A.4	1	Each	Additional 48" 22.5 Degree Fitting	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$8,335.00	\$8,335.00	\$8,335.00	\$8,335.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	No Bid	No Bid
A.5	1	Each	Additional 36" 45 Degree Fitting	\$1,500.00	\$1,500.00	\$3,100.00	\$3,100.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	No Bid	No Bid
A.6	1	Each	Additional 42" 45 Degree Fitting	\$2,100.00	\$2,100.00	\$5,363.00	\$5,363.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$7,970.00	\$7,970.00	\$7,970.00	\$7,970.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	No Bid	No Bid
A.7	1	Each	Additional 48" 45 Degree Fitting	\$3,575.00	\$3,575.00	\$7,468.00	\$7,468.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$2,20																						

**December 10, 2009**  
**Consent Agenda Item No. 2r**  
**Annual Contract for Gasoline and Diesel Fuel**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on approving the award of an annual contract for gasoline and diesel fuel (Contract #10-054) to Brenco Marketing Corp. (Bryan, TX) for the amount of \$1,014,815.00.

**Recommendation(s):** Staff recommends award of the contract to the bidder offering the best value, Brenco Marketing Corp. with annual estimated expenditures totaling \$1,014,815.00.

**Summary:** Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Four (4) sealed bids were received and opened on July 20, 2009. Please see the attached bid tabulation for further details.

Brenco Marketing Corporation's bid offers the best value meeting specifications. Martin Eagle Oil Company, Inc. (Denton, TX) bid the lowest unit price per gallon for gasoline and diesel fuel; however, City fuel requirements and purchasing trends indicate less than full transport truck delivery is necessary and Martin Eagle Oil Company, Inc. bid an additional \$100 fee per order or drop site for such deliveries. Brenco Marketing Corp. is better equipped to service the City's account as it relates to their proximity and equipment as they currently service our area with six (6) fuel trucks and one (1) bobtail. The City's current and past experience with doing business with Brenco Marketing Corp., as it relates to fuel delivery service and their ability to meet their contractual obligations, has been excellent. The current fuel contract with Brenco Marketing Corp. is scheduled to expire on December 19, 2009.

Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

**Budget & Financial Summary:** Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

**Attachments:** Tabulation for TAMU Bid No. 09-0026  
City of College Station Contract

**Bid Tabulation**

**Annual Fuel Contract for the City of Bryan Participating Entities**

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company, Inc.	Brenco Marketing	Gold Star Petroleum, Inc.	SC Fuels
One Original Complete Bid Submitted as Required (Y/N)	Y	Y	Y	
Addendum #1-Acknowledged as Required (Y/N)	Y			
Addendum #2 - Acknowledged as Required (Y/N)	Y			
HUB Submittals (Y/N)	Y	Y (B)	Y (B)	
Felony Conviction Submittal (Y/N)	Y		Y	
Prompt Payment Discount (Y/N) / % Discount:	N	N		
Certification of Bid Package (Y/N)	Y			
References Provided	Y		Y	

<b>Item #1 - Gasoline, Unleaded, 87 Octane Transport Truck Delivery (TTD)</b>				
Minimum transport load in US Gallons	7000-9000	7000	8600	7000
A) OPIS (\$/Gallon As of 6/30/04)	1.9438	1.9438	1.9438	1.9438
B) Profit (\$/Gallon)	0.0129	0.0210	0.0491	0.0145
C) Total Unit Price (\$/Gallon)	1.9567	1.9648	1.9929	1.9583
<b>Item #2 - Gasoline, Unleaded, 87 Octane Less Than Full Transport Truck Delivery (LTFTTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	250
A) OPIS (\$/Gallon As of 6/30/04)	1.9438	1.9438	1.9438	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3932	
C) Total Unit Price (\$/Gallon)	1.9838	1.9938	2.3370	
<b>Item #3 - Gasoline, Unleaded, 89 Octane Less Than Full Transport Truck Delivery (LTFTTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	250
A) OPIS (\$/Gallon As of 6/30/04)	2.0128	2.0128	2.0128	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3943	
C) Total Unit Price (\$/Gallon)	2.0528	2.0628	2.4071	

Bid Tabulation No.

Annual Fuel Contract for the City of Bryan Participating Entities

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company, Inc.	Brenco Marketing	Gold Star Petroleum Inc.	SC Fuels
<b>Item #4 - Gasoline, Unleaded, 93/94 Octane Less Than Full Transport Truck Delivery (LTF/TTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	2.1438	2.1438	2.1438	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3962	
C) Total Unit Price (\$/Gallon)	2.1838	2.1938	2.5400	
<b>Item #5 - #2 Diesel, Low Sulfur Transport Truck Delivery (TTD)</b>				
Minimum transport load in US Gallons	7000-7500	6500	7400	6500
A) OPIS (\$/Gallon As of 6/30/04)	1.8941	1.8941	1.8941	1.8941
B) Profit (\$/Gallon)	0.0129	0.0240	0.0519	0.0047
C) Total Unit Price (\$/Gallon)	1.9070	1.9181	1.9460	1.8988
<b>Item #6 - #2 Diesel, Low Sulfur Less Than Full Transport Truck Delivery (LTF/TTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	1.8941	1.8941	1.8941	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3927	
C) Total Unit Price (\$/Gallon)	1.9341	1.9441	2.2868	
<b>Item #7 - #2 Dyed Diesel, Low Sulfur Transport Truck Delivery (TTD)</b>				
Minimum transport load in US Gallons	7000-7500	6,500	7,400	7,500
A) OPIS (\$/Gallon As of 6/30/04)	1.8979	1.8979	1.8979	1.8979
B) Profit (\$/Gallon)	0.0129	0.0240	0.0519	0.0047
C) Total Unit Price (\$/Gallon)	1.9108	1.9219	1.9498	1.9026
<b>Item #8 - #2 Dyed Diesel, Low Sulfur Less Than Full Transport Truck Delivery (LTF/TTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	1.8979	1.8979	1.8979	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3928	

**Bid Tabulation**

**Annual Fuel Contract for the City of Bryan Participating Entities**

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company, Inc	Brenco Marketing	Gold Star Petroleum, Inc.	SC Fuels
C) Total Unit Price (\$/Gallon)	1.9379	1.9479	2.2907	

<b>Item #9 - Bio Diesel</b> Less Than Full Transport Truck Delivery (LTFTTD)				
Minimum transport load in US Gallons	4000-69999	6,500	3,000	NO BID
A) OPIS (\$/Gallon As of 6/30/04)	1.9453	1.9453	<b>see bid</b>	
B) Profit (\$/Gallon)	-0.1000	0.0800	0.6820	
C) Total Unit Price (\$/Gallon)	1.8453	2.0253	0.6820	

**Deviations/Conditions:**

Rack Fax Sheet was pulled at different times, therefore the price was different. Purchasing changed the OPIS Rack Fax price to match across the board prior to evaluation.

**Martin Eagle**

Unacceptable min. gallons on #2, 3, 4, 6 and 8. There is a charge of \$100.00 per order or drop site for less than 3999 gross gallons. Will not deliver loads of less than 4000 gallons of any bio-blend. Contacted vendor and they would place two trucks in the area to service account if awarded. They also indicated they would allow split loads to meet the 3999 gallons. This would require coordination between different drop sites

**Gold Star**

Bio-diesel not figured correctly - do not subscribe to Houston OPIS

**Brenco**

The account is currently services with 6 trucks and 1 bobtail

**December 10, 2009**  
**Consent Agenda Item No. 2s**  
**Annual Contract for Gasoline and Diesel Fuel - BVSWMA**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on approving the award of an annual contract for gasoline and diesel fuel to Brenco Marketing Corp. (Bryan, TX). The annual estimated expenditure for gasoline and diesel fuel for BVSWMA is \$296,973.00.

**Recommendation(s):** Staff recommends award of the contract to the bidder offering the best value, Brenco Marketing Corp. with annual estimated expenditures totaling \$296,973.00.

**Summary:** Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. BVSWMA's estimated quantities were also included in the bid. Four (4) sealed bids were received and opened on July 20, 2009. Please see the attached bid tabulation for further details.

Brenco Marketing Corporation's bid offers the best value meeting specifications. Martin Eagle Oil Company, Inc. (Denton, TX) bid the lowest unit price per gallon for gasoline and diesel fuel; however, City fuel requirements and purchasing trends indicate less than full transport truck delivery is necessary and Martin Eagle Oil Company, Inc. bid an additional \$100 fee per order or drop site for such deliveries. Brenco Marketing Corp. is better equipped to service BVSWMA's account as it relates to their proximity and equipment as they currently service the Bryan/College Station area with six (6) fuel trucks and one (1) bobtail. Current and past experience with doing business with Brenco Marketing Corp., as it relates to fuel delivery service and their ability to meet their contractual obligations, has been excellent. The current fuel contract with Brenco Marketing Corp. is scheduled to expire on December 19, 2009.

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

**Attachments:** Tabulation for TAMU Bid No. 09-0026  
Contract

Bid Tabulation

Annual Fuel Contract for the City of Bryan Participating Entities

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company Inc.	Brenco Marketing	Gold Star Petroleum, Inc.	SG Fuels
One Original Complete Bid Submitted as Required (Y/N)	Y	Y	Y	
Addendum #1-Acknowledged as Required (Y/N)	Y			
Addendum #2 - Acknowledged as Required (Y/N)	Y			
HUB Submittals (Y/N)	Y	Y (B)	Y (B)	
Felony Conviction Submittal (Y/N)	Y		Y	
Prompt Payment Discount (Y/N) / % Discount:	N	N		
Certification of Bid Package (Y/N)	Y			
References Provided	Y		Y	

<b>Item #1 - Gasoline, Unleaded, 87 Octane</b> Transport Truck Delivery (TTD)				
Minimum transport load in US Gallons	7000-9000	7000	8600	7000
A) OPIS (\$/Gallon As of 6/30/04)	1.9438	1.9438	1.9438	1.9438
B) Profit (\$/Gallon)	0.0129	0.0210	0.0491	0.0145
C) Total Unit Price (\$/Gallon)	1.9567	1.9648	1.9929	1.9583
<b>Item #2 - Gasoline, Unleaded, 87 Octane</b> Less Than Full Transport Truck Delivery (LTF/TTD)				
Minimum transport load in US Gallons	4000-6999	250	250	250
A) OPIS (\$/Gallon As of 6/30/04)	1.9438	1.9438	1.9438	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3932	
C) Total Unit Price (\$/Gallon)	1.9838	1.9938	2.3370	
<b>Item #3 - Gasoline, Unleaded, 89 Octane</b> Less Than Full Transport Truck Delivery (LTF/TTD)				
Minimum transport load in US Gallons	4000-6999	250	250	250
A) OPIS (\$/Gallon As of 6/30/04)	2.0128	2.0128	2.0128	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3943	
C) Total Unit Price (\$/Gallon)	2.0528	2.0628	2.4071	

Annual Fuel Contract for the City of Bryan Participating Entities

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company, Inc.	Brenco Marketing	Gold Star Petroleum, Inc.	SC Fuels
<b>Item #4 - Gasoline, Unleaded, 93/94 Octane Less Than Full Transport Truck Delivery (LFTTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	2.1438	2.1438	2.1438	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3962	
C) Total Unit Price (\$/Gallon)	2.1838	2.1938	2.5400	
<b>Item #5 - #2 Diesel, Low Sulfur Transport Truck Delivery (TTD)</b>				
Minimum transport load in US Gallons	7000-7500	6500	7400	6500
A) OPIS (\$/Gallon As of 6/30/04)	1.8941	1.8941	1.8941	1.8941
B) Profit (\$/Gallon)	0.0129	0.0240	0.0519	0.0047
C) Total Unit Price (\$/Gallon)	1.9070	1.9181	1.9460	1.8988
<b>Item #6 - #2 Diesel, Low Sulfur Less Than Full Transport Truck Delivery (LFTTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	1.8941	1.8941	1.8941	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3927	
C) Total Unit Price (\$/Gallon)	1.9341	1.9441	2.2868	
<b>Item #7 - #2 Dyed Diesel, Low Sulfur Transport Truck Delivery (TTD)</b>				
Minimum transport load in US Gallons	7000-7500	6,500	7,400	7,500
A) OPIS (\$/Gallon As of 6/30/04)	1.8979	1.8979	1.8979	1.8979
B) Profit (\$/Gallon)	0.0129	0.0240	0.0519	0.0047
C) Total Unit Price (\$/Gallon)	1.9108	1.9219	1.9498	1.9026
<b>Item #8 - #2 Dyed Diesel, Low Sulfur Less Than Full Transport Truck Delivery (LFTTD)</b>				
Minimum transport load in US Gallons	4000-6999	250	250	
A) OPIS (\$/Gallon As of 6/30/04)	1.8979	1.8979	1.8979	NO BID
B) Profit (\$/Gallon)	0.0400	0.0500	0.3928	

**Bid Tabulation**  
**Annual Fuel Contract for the City of Bryan Participating Entities**

<i>The listing of any bid should not be construed as an indication that the City or any other participating entity declares the bid as responsive. The City and other participating entities will evaluate all bids according to the criteria listed in the RFB and notify the successful bidder upon award of contract.</i>	Martin Eagle Oil Company, Inc.	Brenco Marketing	Gold Star Petroleum, Inc.	SC Fuels
C) Total Unit Price (\$/Gallon)	1.9379	1.9479	2.2907	

<b>Item #9 - Bio Diesel</b> Less Than Full Transport Truck Delivery (LTFSTD)				
Minimum transport load in US Gallons	4000-69999	6,500	3,000	NO BID
A) OPIS (\$/Gallon As of 6/30/04)	1.9453	1.9453	<b>see bid</b>	
B) Profit (\$/Gallon)	-0.1000	0.0800	0.6820	
C) Total Unit Price (\$/Gallon)	1.8453	2.0253	0.6820	

**Deviations/Conditions:**

Rack Fax Sheet was pulled at different times, therefore the price was different. Purchasing changed the OPIS Rack Fax price to match across the board prior to evaluation.

**Martin Eagle**

Unacceptable min. gallons on #2, 3, 4, 6 and 8. There is a charge of \$100.00 per order or drop site for less than 3999 gross gallons. Will not deliver loads of less than 4000 gallons of any bio-blend. Contacted vendor and they would place two trucks in the area to service account if awarded. They also indicated they would allow split loads to meet the 3999 gallons. This would require coordination between different drop sites.

**Gold Star**

Bio-diesel not figured correctly - do not subscribe to Houston OPIS

**Brenco**

The account is currently services with 6 trucks and 1 bobtail

**November 23, 2009**  
**Consent Agenda Item No. 2t**  
**Holleman Extension AFA**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion approving an Advance Funding Agreement (AFA) between The City of College Station and TxDOT allowing the City to construct improvements within the FM 2818 right of way related to the Holleman Extension project.

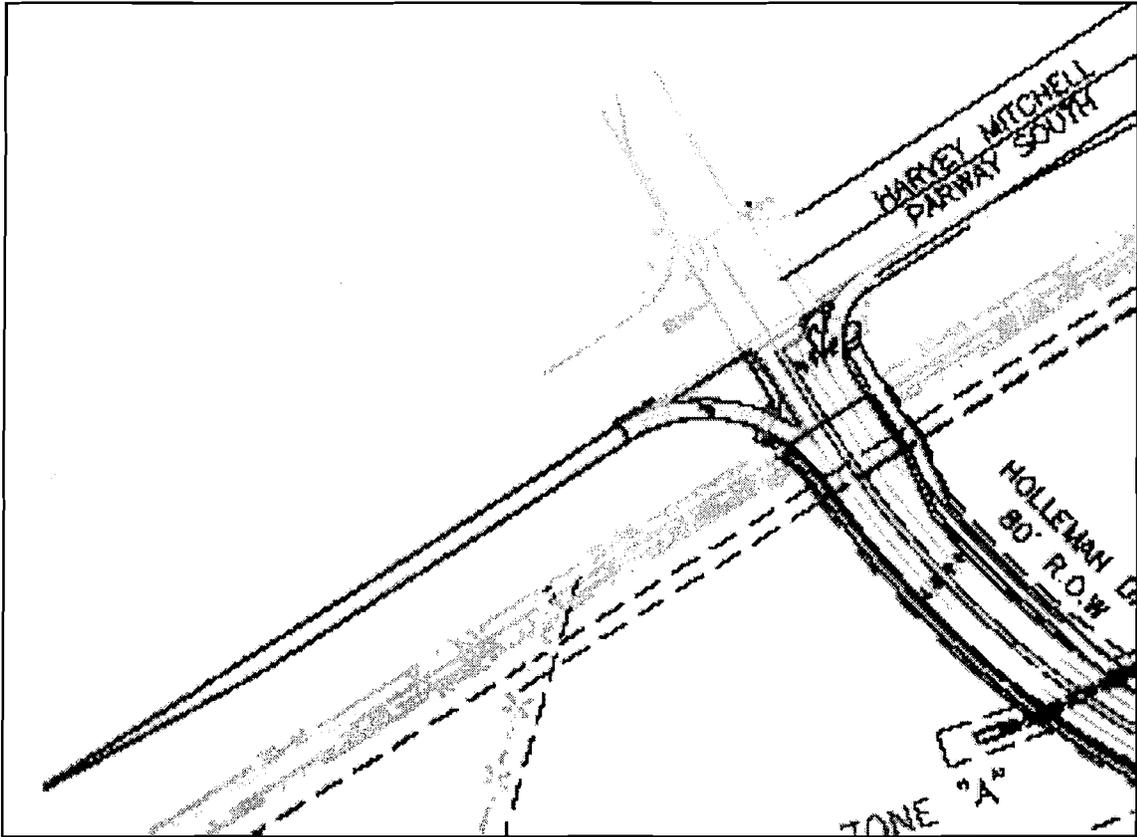
**Recommendation(s):** Staff recommends approval of the AFA

**Summary:** This agreement provides TxDOT's authorization for the City to construct improvements at the intersection of the proposed Holleman Extension including pavement, traffic signals and pedestrian elements. The improvements will be constructed and financed by the City. The City will not be making any payment to TxDOT.

**Budget & Financial Summary:** Funds in the amount of \$998,046 have been appropriated to date in the Streets Capital Improvement Projects Fund for the Holleman Extension project. An additional \$1,590,565 will be included on a budget amendment which will be brought to Council in the near future. This will bring the Streets portion of the budget to \$2,588,611. In addition, \$164,000 will be included on the budget amendment for the water component of this project. These funds will be budgeted in the Water Capital Improvement Projects Fund.

**Attachments:**

1. Location Map
2. Advance Funding Agreement



## Proposed Improvements

CSJ: 2399-01-061  
District: 17 (Bryan)  
Code Chart 64: 09050 (City of College Station)  
Project: CC 2399-1-61  
CFDA: None

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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

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

**WITNESSETH**

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

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

**WHEREAS**, Commission Minute Order Number 111634 authorizes the State to undertake and complete a highway improvement project; and,

**WHEREAS**, the Local Government is undertaking a municipal project to extend Holleman Drive, a city operated and maintained facility, hereinafter called the "Local Project"; and,

**WHEREAS**, a portion of the Local Project will be constructed within the right of way of FM 2818 (Harvey Mitchell Parkway), a state-maintained highway. This work will involve the construction of the street intersection including pavement, traffic signals and pedestrian elements, hereinafter called the "Improvements"; and,

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

**WHEREAS**, this Agreement is required in order for the Local Government to construct the portion of the Improvements within the State's right of way; and,

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

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

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force

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CFDA: None

and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

## **Article 2. Project Funding and Work Responsibilities**

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

### **Preliminary Engineering**

- i. The Local Government will be responsible for the preparation of all the engineering contract documents required for the construction of the Project.
- ii. The Local Government shall prepare the preliminary engineering, specifications and estimates (PS&E) to be let by the Local Government in accordance with the latest AASHTO or State standards or the Local Government's standards, as approved by the State. The Local Government shall submit shop drawings for all materials intended for use on the traffic signals and related items to the State for the State's approval, prior to fabrication and/or use.
- iii. The Local Government shall submit the completed PS&E to the State for review and approval. The Local Government shall not advertise for the construction contract until the State has approved the PS&E documents.
- iv. The State shall review all plan work and associated documentation in a timely manner.

## **Article 3. Right of Access**

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

## **Article 4. Adjustments Outside the Project Site**

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

## **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## **Article 6. Document and Information Exchange**

If requested by the State, the Local Government agrees to electronically deliver to the State any documents pertaining to the State's right of way including as-built construction plans and utility adjustments and relocations.

## **Article 7. Funding**

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

## **Article 8. Inspection and Conduct of Work**

The Local Government will be responsible for all work on the Local Project. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the

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CFDA: None

State will inspect all work performed hereunder that affects the operation and future maintenance of FM 2818 and provide such engineering inspection and testing services as may be required to ensure that the Local Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions from the State will be directed to the Local Government or their designated representative. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

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

**Article 9. Increased Costs**

Any increased costs related to the Local Project will be paid by the Local Government.

**Article 10. Maintenance**

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

**Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

**Article 12. Notices**

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

<b>Local Government:</b>	<b>State:</b>
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Robert A. Appleton, P.E. Director of Transportation Planning and Development Texas Department of Transportation 1300 North Texas Avenue Bryan, Texas 77803-2760

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

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**Article 13. Sole Agreement**

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

**Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

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

**Article 16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

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CFDA: None

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

#### **Article 17. Insurance**

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

#### **Article 18. Debarment**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

#### **Article 19. Signatory Warranty**

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

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CFDA: None

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government City of College Station

By \_\_\_\_\_ Date \_\_\_\_\_

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

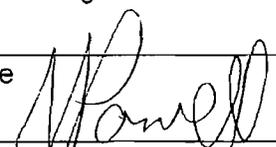
ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

CSJ: 2399-01-061  
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 Project: CC 2399-1-61  
 CFDA: None

## ATTACHMENT A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of constructing the Improvements at the intersection of Holleman Drive, a city street, and FM 2818 (Harvey Mitchell Parkway), a state-maintained highway. The Local Government's participation is 100% of the cost of the Improvements as tabulated below.

#### Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>CONSTRUCTION COSTS</b>							
Engineering (by LG)	\$140,000	0%	\$0	0%	\$0	100%	\$140,000
Construction (by LG)	\$2,650,000	0%	\$0	0%	\$0	100%	\$2,650,000
<b>Subtotal</b>	<b>\$2,790,000</b>	<b>0%</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$2,790,000</b>
Engineering Phase Direct State Costs (including plan review, inspection and oversight)	\$5,000	0%	\$0	100%	\$5,000	0%	\$0
Construction Phase Direct State Costs (including plan review, inspection and oversight)	\$5,000	0%	\$0	100%	\$5,000	0%	\$0
Indirect State Costs	N/A	0%	N/A	0%	N/A	0%	N/A
<b>TOTAL</b>	<b>\$2,800,000</b>	<b>\$0</b>		<b>\$10,000</b>		<b>\$2,790,000</b>	

The Local Government's total estimated cost of this work is **\$2,790,000**, including preliminary engineering, construction items, and construction engineering and contingencies.

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CFDA: None

### General Provisions

1. A traffic control plan (TCP) is required prior to the start of construction within the State right of way. This TCP shall be developed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Any lane closures on the state highway facility shall be confined to the hours between 8:30 a.m. and 4:30 p.m. unless otherwise approved in writing by the State.
2. Areas within the state right of way disturbed by construction, including any appurtenances, sidewalks, drainage structures, etc., shall be restored to a condition equal or better than existed prior to construction.
3. Any modifications to the existing pavement markings and markers along the state highway facility must have prior approval from the Bryan Area Engineer.
4. The Local Government, its contractors or its approved representatives is responsible for locating all utilities within the state right of way that may be affected by this construction. Contact with the affected utility companies and utility locators is required.
5. All construction shall be in accordance with the Local Government's / TxDOT's approved construction plans, standard details and specifications.
6. The contractor shall notify Norman Maurer, TxDOT Brazos County Maintenance, at 979-778-8054 for handling of any roadway signs in conflict with the proposed construction.
7. Where applicable, ditches shall be graded to drain.
8. Any concrete curb placed within the state right of way and located within 30 feet of the nearest highway travel lane shall be a mountable curb section.
9. No undercutting of existing asphalt pavement will be allowed.
10. Acceleration lanes, deceleration lanes, sidewalks, pavement markings and markers, etc. shall be in accordance with plan details. Width of existing roadway travel lanes along the state highway facility shall remain unchanged.
11. Sidewalk / ramp construction in TxDOT right-of-ways shall be in accordance with TxDOT's ADA requirements. (See PED-05 Standards.) (Maximum sidewalk cross-slope within a driveway is 2.0%.)
12. No color texturing shall be used for ramps at private or commercial driveways.
13. Highway surfaces shall be kept clean of mud, debris, etc. All sediment control devices shall be placed and maintained such that erosion within the state right of way is kept to a minimum.
14. The Local Government or its prime contractor shall contact the TxDOT Brazos County Maintenance Supervisor at 979-778-8054 at least 48 hours prior to starting work within the state right of way.

**December 10, 2009**  
**Consent Agenda Item No. 2u**  
**Homeland Security SAFER Program Grant**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval to submit an application to the Department of Homeland Security SAFER Grant Program in the amount of \$1,857,775 to hire 15 firefighters and agreeing to provide the balance of \$1,010,132 to complete the cost of the staffing for year 3 to meet the requirements as set forth in the SAFER Grant program.

**Recommendation(s):** Staff recommends approval of the application and acceptance of the grant if awarded from the Department of Homeland Security and recommends the City Council to authorize and designate the Fire Chief or their designee, to sign agreements with the Department of Homeland Security for these grants on behalf of the City of College Station.

**Summary:** The City of College Station has prepared a Grant Application in accordance with the requirements of the Department of Homeland Security who is responsible to administer the grant funds which has provided FEMA with \$210 million dollars to improve staffing levels in Fire Departments. The College Station Fire Department will utilize these firefighters to improve staffing levels and emergency response capabilities in our city.

**Budget & Financial Summary:** This Firefighter Staffing Grant process is competitive, if awarded the full Grant the City of College Station would receive \$1,857,775 from the federal grant to pay for 15 firefighter's salaries and benefits for their 1<sup>st</sup> two years of employment. The City of College Station would be responsible to pay for the next 12 months of employment under the Grant program which would total approximately \$1,010,132. After year 3 the City of College station will have successfully met the requirements under the grant and would be responsible for the full funding of these positions in the future. A tax increase would likely be required in year 3 of this program to pay for the 15 firefighters under our current projected budget funding scenario. If the grant is not received future discussions and decisions will have to occur to address the Operations and Maintenance costs for Fire Station # 6.

**Attachments:**

Homeland Security Application on file in City Secretary's office  
Resolution

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING GRANT APPLICATION WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FUNDING FROM THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM.

WHEREAS, The Department of Homeland security (DHS) Grant Office for Domestic, has authorized and established the application process for the SAFER Grant to improve firefighter staffing; and

WHEREAS, the City of College Station will submit the grant for the funding of 15 firefighters under the guidelines of this grant, if awarded from the Department of Homeland Security the Federal Share of this grant would be in the amount of \$1,857,775;

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

- PART 1: That the City of College Station hereby approves the grant application.
- PART 2: That The City Council hereby authorizes and designates the Fire Chief for the City of College Station Fire Department, or his designee, to sign the grant application for this grant on behalf of the City of College Station.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

  
\_\_\_\_\_  
Carla A. Robinson  
City Attorney

**December 10, 2009**  
**Consent Agenda Item no. 2v**

**Purchase of replacement and upgrading for self contained breathing apparatus.**

**To:** Glenn Brown, City Manager

**From:** R. B Alley III, Fire Chief

**Agenda Caption:** Presentation, possible action, and discussion regarding the purchase of 48 replacement and 19 upgrades for Mine Safety Appliance (MSA) manufactured self contained breathing apparatus (SCBA) distributed by Casco Industries Inc. for \$320,879.20.

**Recommendation(s):** Staff recommends approval of this purchase.

**Summary:** NFPA 1981, 2007 mandates improved audibility of PASS (personal alert safety systems) devices for firefighter safety and requires that self contained breathing apparatus (SCBA) regulators and masks be certified and updated annually to NIOSH (National Institute Occupational Safety Health) and CBRN (chemical, biological, radiological and nuclear) requirements. This purchase will bring the College Station Fire Department into full compliance with Texas Commission on Fire Protection rules and improve the safety of our Firefighters when they are exposed to IDLH conditions. The NIOSH and CBRN requirements do not allow interchangeability between manufacturers for safety reasons. The City is trained, fit tested and certified to repair the Mine Safety Appliance (MSA) manufactured self contained breathing apparatus equipment. This purchase is exempt from competitive bidding requirements pursuant to LGC 252.022(a)(7)(D) a procurement of captive replacement parts or components for equipment. Casco Industries is the only authorized municipal fire service distributor of MSA (self contained breathing apparatus) SCBA in Texas.

**Budget & Financial Summary:** The funds for this purchase and upgrade are funded for FY10 through a service level adjustment and are budgeted in fund 001-4251-562-7190. Additional funding is in place for annual travel and training, parts and equipment, and for recertification of equipment. The department will be submitting a FEMA grant to reimburse the City for a portion of the purchase price of the equipment.

**Attachments:**

1. Casco quote
2. Sole Source letter

607 W. 62 nd ST.

(318) 865-5107

P.O. BOX 8007



SHREVEPORT, LOUISIANA 71148 8007

**Sold To:** COLLEGE STATION FIRE DEPT.  
PO BOX 9960  
COLLEGE STATION, TX 77842

**Ship To:** COLLEGE STATION FIRE DEPT.  
300 KRENEK TAP RD  
COLLEGE STATION, TX 77842

**ATTN:** BECKIE CHARANZA  
**PHONE#** 979-764-3707  
**FAX#** 979-7645036  
**EMAIL:** RCHARANZA@CSTX.GOV

**ATTN:** BECKIE CHARANZA  
**PHONE#** 979-764-3707  
**FAX#** 979-7645036  
**EMAIL:** RCHARANZA@CSTX.GOV

SALES#	TERMS	CUSTOMER PO / CC NUMBER	FREIGHT		ORDER DATE	ORDER #
181	30		Allow		6-Dec-09	Q230184
ITEM	LOC	DESCRIPTION	QTY	SHIP	PRICE	AMOUNT
1		A-M7H-D-1-1-A-1-C-1-4-A-C-0 (Custom cylinder logos at no cost per Curt Armstrong)	41		\$ 4,816.56	\$ 197,478.96
		AIRFRAME CARRIER			\$ -	\$ -
		SWIVELING LUMBER PAD			\$ -	\$ -
		30 MINUTE HP CARBON CYLINDER			\$ -	\$ -
		CBRN, SOLID COVER, THRD'D, SLIDE TO CONNECT			\$ -	\$ -
		QUICK FILL			\$ -	\$ -
		HYCAR MEDIUM FACEPIECE AND NOSECUP			\$ -	\$ -
		SPEED ON HEAD HARNESS W/NECK STRAP			\$ -	\$ -
		NO AMP			\$ -	\$ -
		INTEGRATED PASS W/RFID, W/THERM			\$ -	\$ -
		NO CASE			\$ -	\$ -
2		A-M7H-D-1-4-A-1-C-1-4-A-C-0 (Custom cylinder logos at no cost per Curt Armstrong)	7		\$ 5,270.02	\$ 36,890.14
		AIRFRAME CARRIER			\$ -	\$ -
		SWIVELING LUMBER PAD			\$ -	\$ -
		60 MINUTE HP CARBON CYLINDER			\$ -	\$ -
		CBRN, SOLID COVER, THRD'D, SLIDE TO CONNECT			\$ -	\$ -
		QUICK FILL			\$ -	\$ -
		HYCAR MEDIUM FACEPIECE AND NOSECUP			\$ -	\$ -
		SPEED ON HEAD HARNESS W/NECK STRAP			\$ -	\$ -
		NO AMP			\$ -	\$ -
		INTEGRATED PASS W/RFID, W/THERM			\$ -	\$ -
		NO CASE			\$ -	\$ -
3		A-M7K-C-A-B-B-A-B-A-A-B-A-1-C NFPA 2007 UPGRADE KIT	19		\$ 2,220.77	\$ 42,194.63
		HIGH PRESSURE (4500 psi)			\$ -	\$ -
		FIREHAWK MMR 2ND STAGE REGULATOR			\$ -	\$ -
		STC, THREADED			\$ -	\$ -
		OLD STYLE 1ST STG			\$ -	\$ -
		SHOULDER MTD QF - YES			\$ -	\$ -
		DP - NO			\$ -	\$ -
		CURRENT FP HYCAR W/SPEED-ON HARNESS			\$ -	\$ -
		NO NEW FP			\$ -	\$ -
		CURRENT CARRIER AND HARNESS VULCAN DBL PULL			\$ -	\$ -
		NO NEW CARRIER			\$ -	\$ -
		SWIVELING LUMBER PAD			\$ -	\$ -
		INTEGRATED PASS W/RFID, W/THERM			\$ -	\$ -
4	807888	60' H 60 4500 psi Cylinder (Custom cylinder logos at no cost per Curt Armstrong)	7		\$ 1,177.36	\$ 8,241.55
5	807587	30' H 30 4500 psi Cylinder (Custom cylinder logos at no cost per Curt Armstrong)	41		\$ -	\$ 0
<b>Vendor</b>					<b>Subtotal</b>	<b>\$ 284,805.28</b>
					<b>Tax</b>	
<b>GOOD FOR 60 DAYS FROM DATE OF QUOTE</b>					<b>Freight</b>	
					<b>TOTAL</b>	<b>\$ 284,805.28</b>

607 W. 62 nd ST.

(318) 865-5107

P.O. BOX 8007



SHREVEPORT, LOUISIANA 71148 8007

Sold To: COLLEGE STATION FIRE DEPT.  
PO BOX 9960  
COLLEGE STATION, TX 77842

Ship To: COLLEGE STATION FIRE DEPT.  
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EMAIL: RCHARANZA@CSTX.GOV

SALES#	TERMS	CUSTOMER PO / CC NUMBER	FREIGHT		ORDER DATE	ORDER #
181	30			ADD	6-Dec-09	Q230184
ITEM	LOC	DESCRIPTION	QTY	SHIP	PRICE	AMOUNT
		<b>TOTAL CARRIED OVER FROM SHEET ONE</b>			\$ -	\$ 284,805.28
6		MSA#10072240 BASE STATION ACCOUNTABILITY	1		\$ 1,003.84	\$ 1,003.84
7		MSA#10083876 TAG WRITER/READER	1		\$ 295.47	\$ 295.47
8		MSA#10083875 ACCOUNTABILTY TAGS	133		\$ 22.23	\$ 2,956.59
9		MSA#10091447 HUD DISPLAY AND BRACKET	85		\$ 243.61	\$ 20,706.85
10		MSA#485366 TRANSFILL HOSES W/POUCH	2		\$ 498.27	\$ 996.54
		(Custom cylinder logos at no cost per Curt Armstrong ongoing until 12/31/09)			\$ -	\$ -
		ANTICIPATED PRICE INCREASE @ UP TO 8.0%			\$ -	\$ -
		PRICE INCREASE COULD COME BETWEEN			\$ -	\$ -
		MID TO LATE SUMMER UP UNTIL EARLY 2010			\$ -	\$ -
		MSA IS EVALUATING FOR POTENTIAL PRICE			\$ -	\$ -
		INCREASE. I HAVE INCLUDED MAXIMUM STATE			\$ -	\$ -
		ALLOWANCE FOR THIS SHOULD A PRICE INCREASE			\$ -	\$ -
		BE ENACTED. NOT TO EXCEED 8%			\$ -	\$ -
		NOT INCLUDED IN OVERALL QUOTE PRICE			\$ -	\$ -
		UP TO 21,753.51 COULD POSSIBLY BE ADDITIONAL			\$ -	\$ -
		IN CASE OF PRICE INCREASE			\$ -	\$ -
		GOOD FOR 60 DAYS FROM DATE OF QUOTE			\$ -	\$ -

Vendor	P.O.Number	Subtotal	\$ 310,764.57
		Tax	
		Est Freight	
		TOTAL	\$ 310,764.57



November 18, 2009

Ms. Bekie Charanza  
College Station Fire Department  
1900 Barron Rd.  
College Station, TX 77842

Dear Ms. Charanza:

Please be advised that as of this date, Casco Industries, Inc. is the only authorized Fire Service Distributor of MSA SCBA and accessories to the Municipal Fire Department Market for Brazos County, Texas. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Scott McGuire".

Scott McGuire  
North American Sales Channels Specialist  
Phone: 412-967-3207



**December 10, 2009**  
**Consent Agenda Item No. 2w**  
**Dowling Road Substation Construction-Rebid and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**  
**Bid No. 10-16**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution awarding Bid No. 10-16 to Re-Con Company for the rebid for construction of Dowling Road Substation in the amount of \$2,975,960.21, plus owner furnished material of \$1,785,536.00, for a total bonded project requirement of \$4,761,496.21, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. Also, the rejection of Bid No. 09-86 for the construction of Dowling Road Substation.

**Recommendation(s):** Staff recommends the award of Bid No. 10-16 to the lowest responsible bidder, Re-Con Company, and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** On October 1, 2009, ten bids were received in response to Bid No. 09-86 for the construction of a new electrical substation located at the southwest corner of the intersection of F.M. 2818 and Marion Pugh Drive/Jones Butler Road. The three lowest bidders took exception to the specifications of the City's contract and/or made material errors in their bid calculation. Therefore, it was in the City's best interest to rebid the project and all vendors who submitted bids were informed of our decision. On November 20, 2009, nine bids were received in response to the rebid of this project, Bid No. 10-16. The lowest responsible bid was submitted by Re-Con Company at \$2,975,960.21. Inclusive of City provided material, the anticipated total cost of this project is \$4,761,496.21. Future additions of electrical equipment are planned at this location in subsequent years in order to meet electrical load growth in this area.

**Budget & Financial Summary:** This project is budgeted as part of the FY10 Electric Capital Improvements Budget. Funding for the project is budgeted in the Electric Utility Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year and next fiscal year. There is no financial impact for rejecting the bids for Bid No. 09-86.

**Attachments:**

1. Resolution
2. Consulting Engineer (McCord) recommendation letter
3. Bid Tabulation
4. Location Map
5. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE DOWLING ROAD SUBSTATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Dowling Road Substation Project; and

WHEREAS, the selection of Re-Con Company is being recommended as the lowest responsible bidder for the construction services related to Dowling Road Substation; now, therefore,

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

PART 1: That the City Council hereby finds that Re-Con Company is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Re-Con Company for \$2,975,960.21 for the labor, materials and equipment required for the improvements related the Dowling Road Substation Project, plus owner furnished material of \$1,785,536.00, for a total bonded project requirement of \$4,761,496.21.

PART 3: That the funding for this Contract shall be as budgeted from the Capital Improvement Fund, Electric Division, in the amount of \$2,975,960.21.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

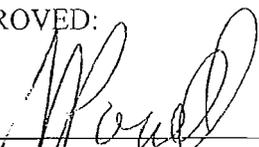
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



## McCCORD ENGINEERING, INC.

916 Southwest Parkway East, P.O. Box 10047  
College Station, Texas 77842 (979) 764-8356  
Fax (979) 764-9644

November 23, 2009

Mr. Timothy Crabb  
Assistant Director  
City of College Station  
1601 Graham Road  
College Station, Texas 77842

RE: Dowling Road Substation Bid Number 10-16

Dear Mr. Crabb:

Our firm was directed to evaluate the bids submitted for the College Station portion of the Dowling Road Substation Project Bid Number 10-16. Results of the bid are summarized in Attachment A.

We recommend that the low bid of Re-Con Company of Oklahoma City, Oklahoma, be awarded the contract to construct the City of College Station's Dowling Road Substation Project. Re-Con Company took no exceptions to the bid, and meets the City's experience and competency requirements specified in the bid.

Re-Con's bid was \$2,975,960.21. With the addition of the Owner-Furnished Material already delivered at a total of \$1,100,750.00, and the addition of the Owner-Furnished Material on order at a total of \$684,786.00, the total contract amount to be bonded is \$4,761,496.21.

We value the opportunity to work with the City on this matter and appreciate the City Staff's commitment to excellence for service to its citizens. Please do not hesitate to contact me should any questions arise.

Yours very truly,  
McCCORD ENGINEERING, INC.

Michael Duff, P.E.  
Engineering Design Div. Mgr.

MD/jk  
Enclosures

ATTACHMENT A  
City of College Station  
Dowling Road Substation  
Bid 10-16 Summary

11/23/2009

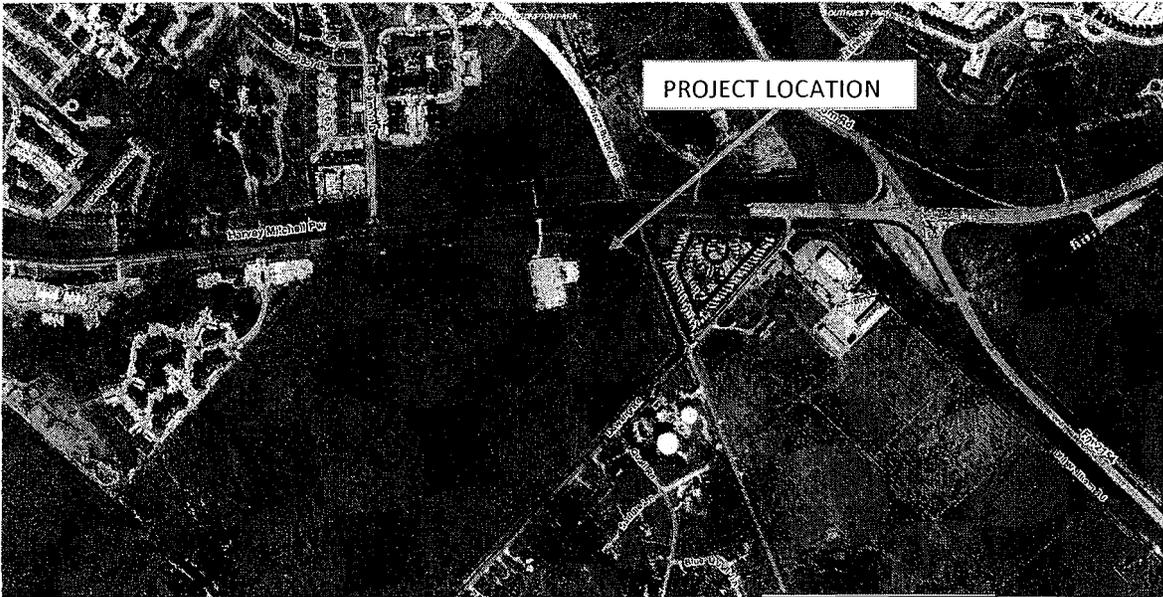
	New Construction	Exceptions	Exceptions Comments	Qualifications	Certifications	Bonding	Bid Status
<b>Re-Con</b>	\$2,975,960.21	None		Acceptable	Acceptable	Acceptable	Compliant
<b>Pike</b>	\$3,105,993.69	None		Acceptable	Acceptable	Acceptable	Compliant
<b>Mas-Tec</b>	\$3,125,000.00	Yes	Permitting	Acceptable	Acceptable	Acceptable	Non-Compliant
<b>Lambda</b>	\$3,187,211.50	None		Acceptable	Acceptable	Acceptable	Compliant
<b>IES</b>	\$3,380,947.76	None		Acceptable	Acceptable	Acceptable	Compliant
<b>Breaux</b>	\$3,577,998.00	None		Acceptable	Acceptable	Acceptable	Compliant
<b>TESSCO</b>	\$3,623,602.09	None		Acceptable	Acceptable	Acceptable	Compliant
<b>Gulf States</b>	\$3,725,100.01	Yes	Metals Pricing, Pier Casing, Grouting	Acceptable	Acceptable	Acceptable	Non-Compliant
<b>Dacon</b>	\$3,893,364.00	Yes	Pier Casing, Grouting, Primary Injection, Hot Oil Fill for Transformer	Acceptable	Acceptable	Acceptable	Non-Compliant

<b>Recommended Bidder</b>	<b>Re-Con</b>
<b>Bid Amount</b>	<b>\$2,975,960.21</b>
Owner Furnished Material (On Hand)	\$1,100,750.00
Owner Furnished Material (On Order)	\$684,786.00
<b>Total Contract Amount to be Bonded</b>	<b>\$4,761,496.21</b>

**Dowling Road Substation-Rebid**

**Bid No. 10-16**

**Location Map**



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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,055,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 9th DAY OF NOVEMBER, 2009.

\_\_\_\_\_  
Ben White, Mayor

ATTEST:

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

(Seal)

APPROVED:



David A. Lynch  
McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

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

Construction of the Dowling Road Substation (Electric Utility)

**December 10, 2009**  
**Consent Agenda Item No. 2x**  
**Settlement Agreements for Bed & Banks Permit**

**To:** Glenn Brown, City Manager

**From:** Dave Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of settlement agreements with the Brazos River Authority and Wellborn Special Utilities District to resolve their protests to the City's Bed and Banks Permit application before the TCEQ.

**Recommendation:** Staff recommends approval of these agreements.

**Summary:** Under current State law, the water that College Station produces from wells (groundwater) is owned by the City until the water is discharged into a State waterway. Once discharged, the water becomes property of the State and the City cannot control, nor gain economic benefit from the water. However, under a Bed and Banks permit, the State would permit the City to use the State waterway to transport our privately owned water, minus carriage losses, to a downstream entity that would purchase the water from the City.

College Station has submitted application number 5913 to the Texas Commission on Environmental Quality for a Bed and Banks permit. This application was protested by the Brazos River Authority (BRA) and the Wellborn Special Utility District (WSUD). The case was sent to the State Office of Administrative Hearings, docket #582-10-1114. Since then, staff has held discussions with both parties, and has reached settlement agreements that will remove the protests and allow the State to issue our Bed and Banks permit.

These agreements will be discussed in Executive Session, and are listed on the Consent agenda for approval.

**Budget & Financial Summary:** None

**Attachments:** None

**December 10, 2009**  
**Consent Agenda Item No. 2y**  
**McCullough-Olden Unit, Well #1RE - Oil and Gas Operations Permit**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Remove from table, public hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the McCullough-Olden Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.

**Recommendation(s):** Remove from table, and approve Oil and Gas Permit as drafted.

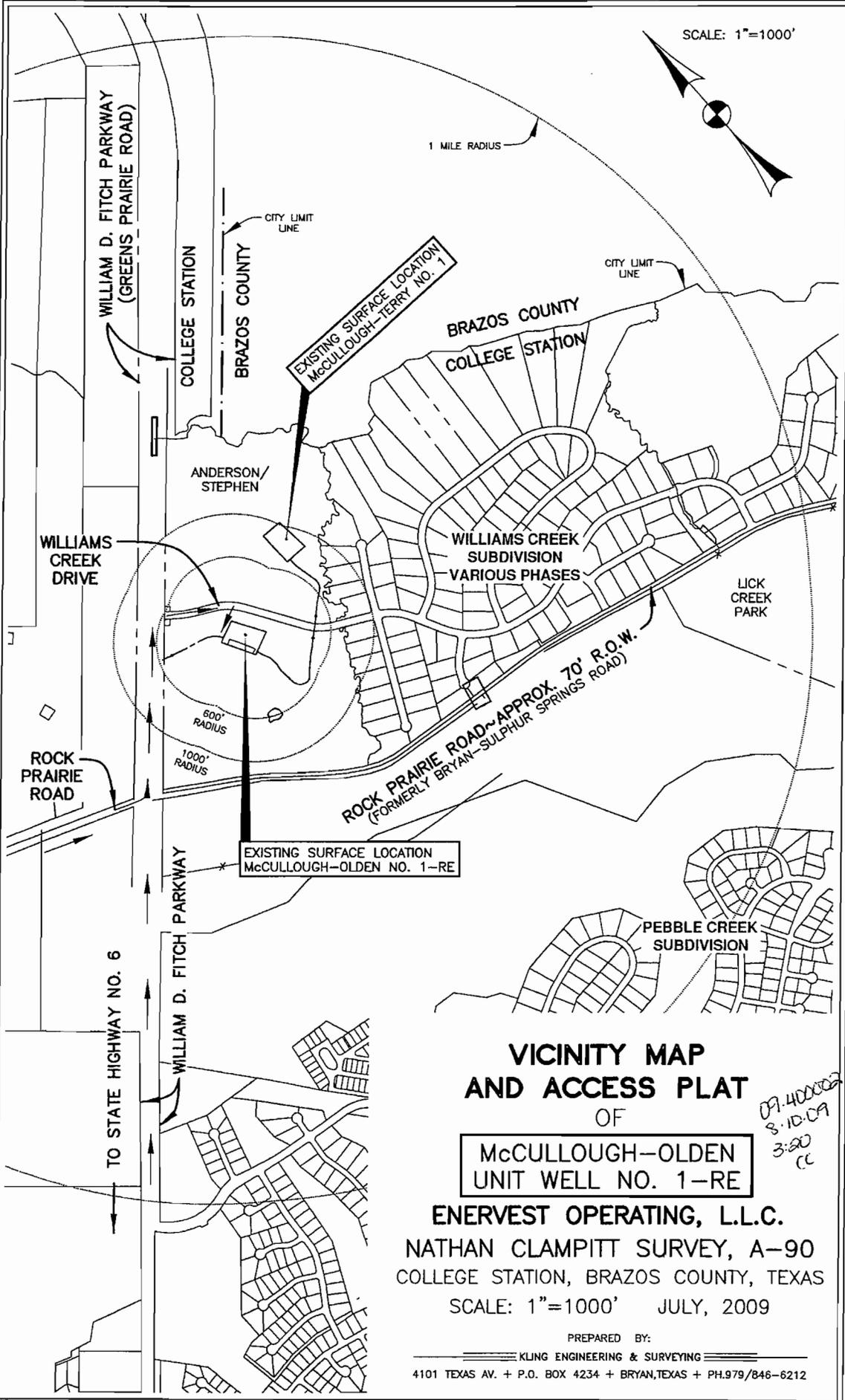
**Summary:** This application for an Oil and Gas Permit was presented and public hearing was conducted at the November 9, 2009 Regular City Council Meeting. After consideration of the associated incomplete items, City Council action was to table the application for permit.

The applicant has subsequently re-submitted application items and satisfied ordinance requirements.

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

**Attachments:**

1. Vicinity Map
2. Resolution
3. Exhibit A – Application (Complete Application available at City Engineer’s Office)
4. Exhibit B – Location Map
5. Exhibit C – Indminity Bond
6. Draft Permit (Available at City Engineer’s Office)



**VICINITY MAP  
AND ACCESS PLAT**  
OF

**McCULLOUGH-OLDEN  
UNIT WELL NO. 1-RE**

**ENERVEST OPERATING, L.L.C.**  
NATHAN CLAMPITT SURVEY, A-90  
COLLEGE STATION, BRAZOS COUNTY, TEXAS  
SCALE: 1"=1000' JULY, 2009

PREPARED BY:  
KLING ENGINEERING & SURVEYING  
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH.979/846-6212

07-40000  
8-10-09  
3:20  
CC

BOND RIDER NO. 2

Attaching to and forming part of Indemnity Bond No. RLB0011114, executed January 3, 2008, on behalf of EnerVest Operating, LLC as Principal, in favor of the City of College Station as Oblige, in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00).

It is understood and agreed that effective April 17, 2009, the following well list is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 17<sup>th</sup> day of April 2009.

EnerVest Operating, LLC

Principal

By: 

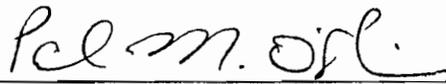
Mark Houser - President

RLI Insurance Company

8 Greenway Plaza, Suite 400

Houston, TX 77046

Surety

By: 

Paul M. O'Sullivan, Attorney-in-Fact



RLI Surety  
A division of RLI Insurance Company

RLB0011114  
**POWER OF ATTORNEY**  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$450,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

State of Illinois )  
                          ) SS  
County of Peoria )

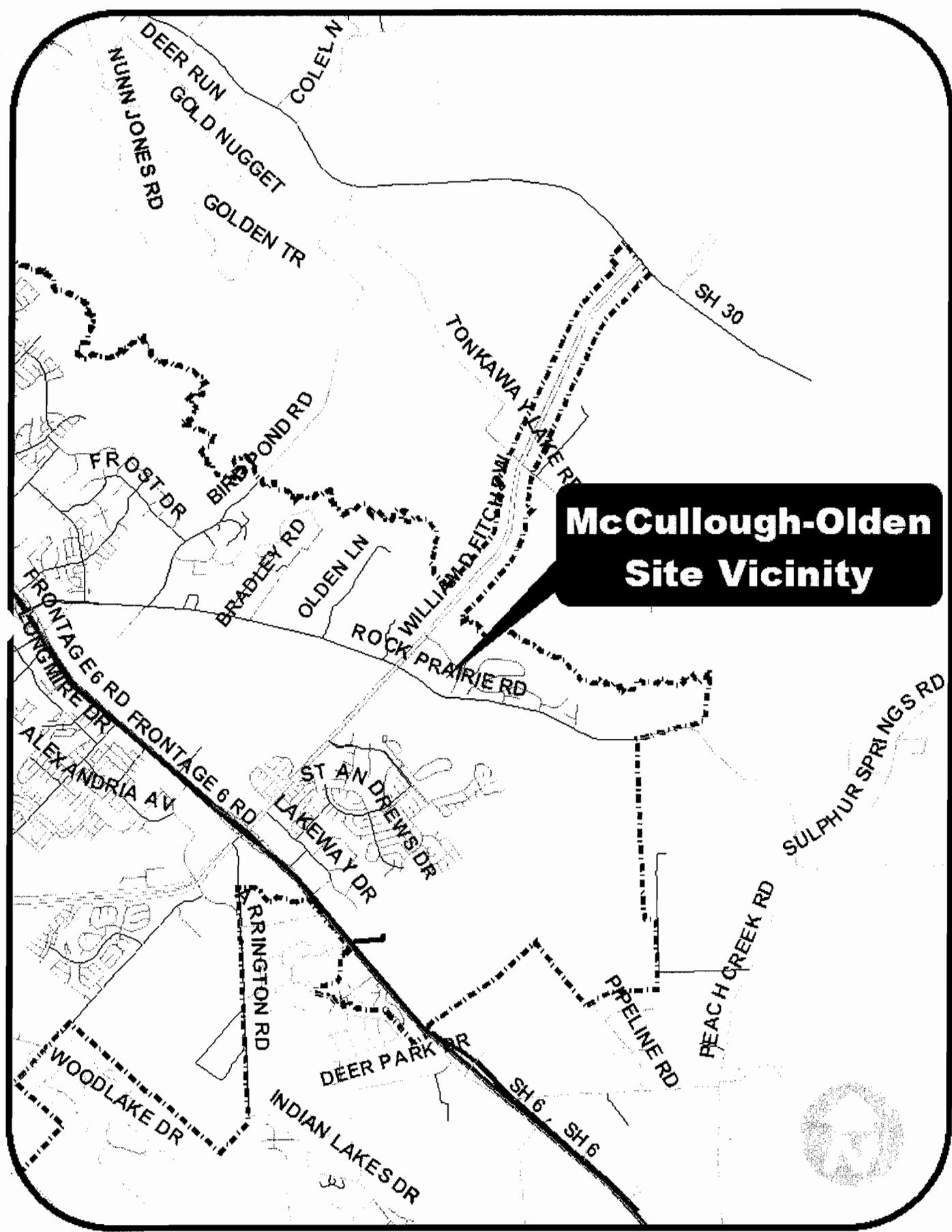
On this 17 day of April 2009 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



Well List  
Indemnity Bond – City of College Station (5/09 – 5/10)

	<u>API #</u>	<u>Permit #</u>
Akin-Foxfire 1	42-041-31795	94-0001
Akin, J.M. 1	42-041-30595	Not assigned
Boriskie-Diversified Unit 1	42-041-31606	93-806
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McCullough-Olden Unit 1	42-041-31700	93-804
McCullough-Terry Unit 1	42-041-31710	93-803
Olden-Olden Unit 1	42-041-31545	91-822
Olden-Paull Unit 1	42-041-31643	92-813
Ritchey, W.S. #1	42-041-31777	93-820
Terry Unit, H.L. 1	42-041-31548	93-809
Terry-Terry Unit 2	42-041-32007	08-400001
Thompson-Marsh Unit 1	42-041-31748	93-811
Waltman 1	42-041-31843	94OW05



**McCullough-Olden  
Site Vicinity**

1 inch = 5,000 feet

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS GRANTING AN OIL AND GAS HIGH IMPACT PERMIT FOR THE McCULLOUGH-OLDEN UNIT, WELL NO. 1-RE AT THE CORNER OF WILLIAM D. FITCH AND WILLIAMS CREEK DRIVE, AND LOCATED WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station, Texas, has reviewed an application for an Oil & Gas Rural Permit ("Permit") submitted by Enervest Operating, LLC for the McCullough-Olden Unit, Well No. 1-RE; and

WHEREAS, Council has reviewed the Project Review Committee report and other related information relating to the afore-described proposed rural gas well located at the corner of William D. Fitch and Williams Creek Drive within the City of College Station (the "City"); and

WHEREAS, pursuant to Chapter 4, Section 13.J Council is required to make certain findings and determinations in granting a permit for an oil and gas operations located within the City; and

WHEREAS, the City Council of the City of College Station, Texas, now desires to make such determinations and to grant such permit; now, therefore,

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

PART 1: That the City Council hereby acknowledges receipt of an application, Project Review Committee report and other related information relating to an Oil and Gas Rural Permit to Enervest Operating, LLC for the McCullough-Olden Unit, Well No. 1-RE located at the corner of William D. Fitch and Williams Creek Driven. A copy of such paperwork and the exact location of said proposed well are attached hereto as Exhibits "A" and "B", respectively.

PART 2: That the City Council hereby makes the following determinations with respect to said proposed Permit:

1. That the following amount and type of security instrument has been issued: a bond rider to an Indemnity Bond, on behalf of applicant, in favor of the City in a total amount of FOUR HUNDRED FIFTY THOUSAND AND N/100 DOLLARS (\$450,000.00) attached hereto as Exhibit "C";
2. That the operations proposed under the Permit are reasonable under the circumstances and conditions prevailing in the area;
3. That the operations proposed under the Permit are consistent with the health, safety, and welfare of the public when and if conducted in accordance with the permit conditions to be imposed; and
4. That the impact upon adjacent property and the general public of operations conducted in compliance with the Permit conditions are reasonable and justified, balancing the following factors:

- (1) The right of the owner(s) of the mineral estate to explore, develop, and produce the minerals.
- (2) The availability of alternate drill sites, both presently and at other times during the lease term.
- (3) The date of acquisition by the various owners of the surface and mineral estates.

PART 3: That based upon the above the City Council hereby grants said Permit and authorizes the City Manager or his designee to take any and all reasonable action to issue same.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_

APPROVED:

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



09.400002

### EXHIBIT A

### APPLICATION FOR PERMIT

TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS WITHIN THE CITY OF COLLEGE STATION, TEXAS

(ORDINANCE NO. 1916, OCTOBER 10, 1991)

ORIGINAL \$2,000

RURAL   
URBAN   
HIGH IMPACT   
SEISMIC

Please provide the following information for your permit request:

1. Applicant's name and address.  
**Enervest Operating, LLC  
1001 Fannin Street, Suite 800  
Houston, TX 77002-6707**
  
2. Name and address of drilling company.  
**Nabors Drilling USA LP  
515 West Greens Road, Suite 1000  
Houston, TX 77067**
  
3. Name and address of Operator.  
**Enervest Operating, LLC  
1001 Fannin Street, Suite 800  
Houston, TX 77002-6707**
  
4. Proposed name of well.  
**McCullough-Olden Unit Well No. 1-RE**
  
5. Proposed depth of well.  
**Enervest Operating, LLC intends to drill a re-entry well, the McCullough-Olden Unit Well No. 1-RE and drill a 4628' updip lateral (ST# 04) to depth of 12,500' in the Giddings Austin Chalk Gas Field.**
  
6. Location and description of all improvements and structures within one thousand (1000 ft) of the well.  
**Please refer to attached Exhibit "A".**
  
7. Site plan of proposed operation, showing location of all improvements and equipment. (13 copies)  
**Please refer to attached Exhibit "A" & "B".**
  
8. Area Map showing proposed transportation route and roads for equipment, chemicals, or waste products used or produced by the oil or gas operation, and all natural features of the site. (13 copies)  
**Please refer to attached Exhibit "C".**

## EXHIBIT A

9. Description of type, kind, size and amount of major equipment used before completion and re-working.  
**Please refer to attached Exhibit "D".**
10. Description of surface equipment after drilling and completion.  
**Please refer to attached Exhibit "A" & "E".**
11. Well surface casing and cementing program.  
**Please refer to attached Exhibit "F".**
12. Copies of Railroad Commission forms and drilling permit.  
**Please refer to attached Exhibit "G".**
13. Security instrument consisting of an irrevocable letter of credit, indemnity bond, or certificate of deposit, as required by this ordinance and in an amount determined by the City Council within 30 days after Council approval.  
**Enervest Operating LLC is committed to providing the required security instrument in the amount determined by the City Council within 30 days after Council approval of this permit application.**
14. Name of representative with supervisory authority over all oil or gas operation site activities and phone number where he can be reached twenty-four (24) hours a day.  
**Dean Broussard – Operations Superintendent  
6933 N. US Hwy 77  
La Grange, TX 78945  
979-255-3048**
15. Legal description of the property to be used for the oil or gas operation, the parcel, and the production unit (plat description or metes and bound bearings) and name of the geologic formation as used by the Railroad Commission. Property recorded by plat should reference subdivision, block and lot numbers.  
**Legal description: 62.37 acre tract – Parcel 1, Vol. 8479, Pg. 93, of the Official Records of Brazos County, Texas,, located in the Nathan Clampitt Survey, A-90 and in the S. W. Robertson Survey, A-202, College Station, Brazos County, Texas. Tax Parcel # R300813 (see site plan plat – Exhibit "A" for additional information).  
Giddings Austin Chalk Gas Field.**
16. Mineral Lessee name and address.  

<b>Carol McCullough Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean McCullough Stephen 2514 Memorial Drive Bryan, TX 77802</b>
--	--
17. Surface owner name and address.  

<b>Carol McCullough Anderson and Fred G. Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean Stephen Family No. Two L.P. 2514 Memorial Drive Bryan, TX 77802</b>
---	---

**EXHIBIT A**

18. Name and address of an individual representing the owner/applicant designated to receive notice.

**Fred Deitsch  
615 E. Blue Bell Rd.  
Brenham, TX 77833**

19. Evidence of insurance information as required by Ordinance No. 1916.

- (a) Commercial General Liability \$500,000
- (b) Automobile Liability \$500,000
- (c) Worker's Compensation \$100,000

**Please refer to attached Exhibit "H".**

20. Survey of production unit at a scale of 1 per 300 or greater by a Texas certified surveyor including:

- (a) Lengths and bearings of all boundary lines for production.
- (b) Exact acreage of the production unit.
- (c) Exact location of the well within production unit with distances of a minimum of two adjacent boundary line of the production unit.
- (d) Length of maximum diagonal within the production unit.

**Please refer to attached Exhibit "I"(2 pages).**

21. Owner and address of each parcel of property within one thousand feet (1000') of the proposed drill site.

**Please refer to attached Exhibit "J".**

22. Copies of all reports required by the Department of Water Resources and Commission.

**Please refer to attached Exhibit "K".**

23. Statement under oath signed by applicant that the information submitted in the application is true and correct.

**"I, Lloyd Bruce, Operations Manager, Western Division, do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas, for the Application of Permit, is true and correct."**

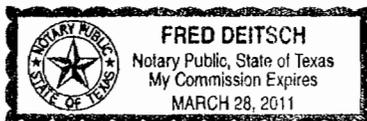
Date: 8/7/09

Lloyd Bruce  
Lloyd Bruce Operations Manger  
Western Division

STATE OF TEXAS §

COUNTY OF HARRIS §

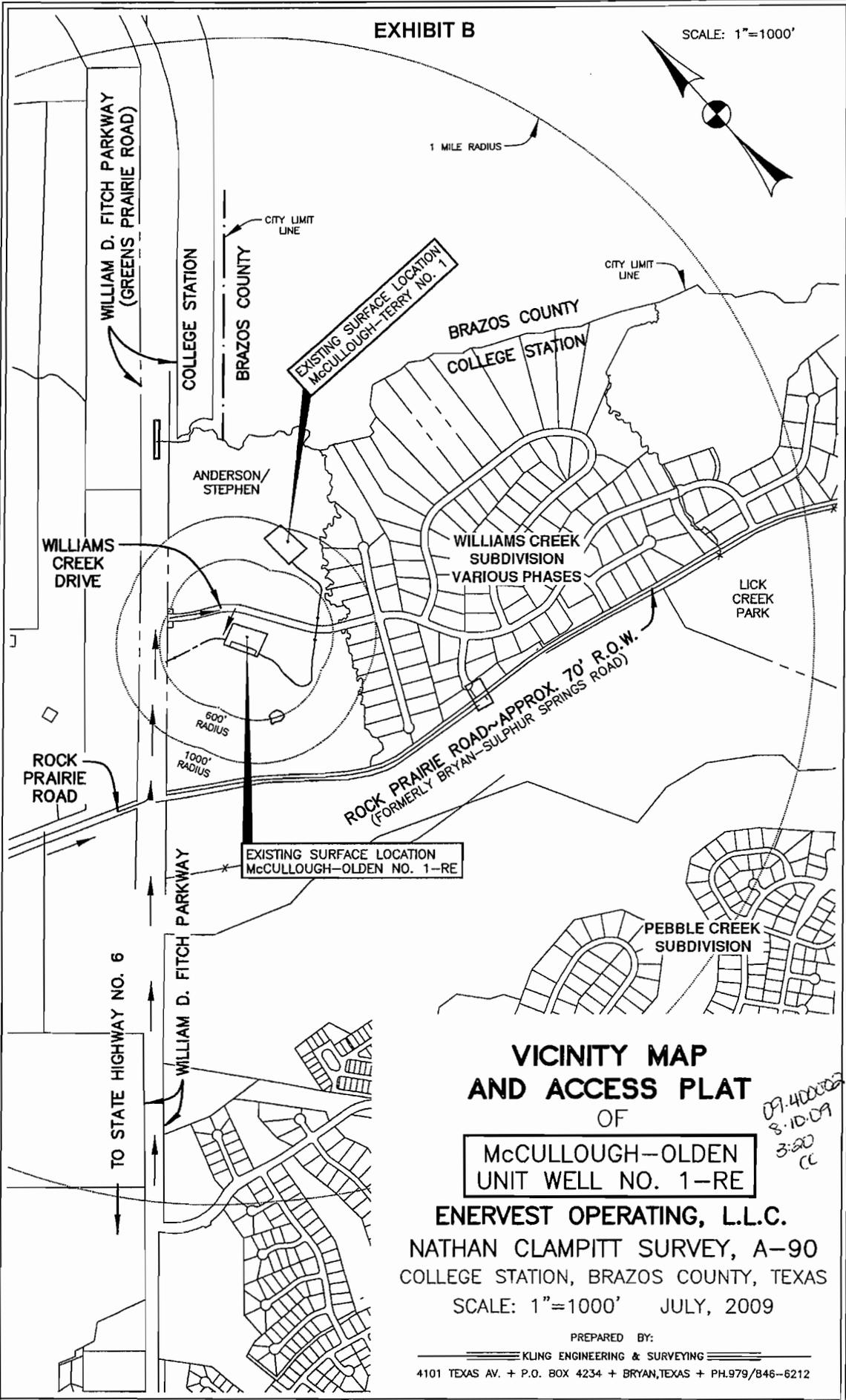
Sworn to and subscribed before me this 7<sup>th</sup> day of August, 2009, by the above named Lloyd Bruce, who is personally known to me.



[Signature]  
Fred Deitsch  
Notary Public in and for the State of Texas

EXHIBIT B

SCALE: 1"=1000'



VICINITY MAP AND ACCESS PLAT

OF

McCULLOUGH-OLDEN UNIT WELL NO. 1-RE

ENERVEST OPERATING, L.L.C.

NATHAN CLAMPITT SURVEY, A-90 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' JULY, 2009

PREPARED BY:

KLING ENGINEERING & SURVEYING

4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH.979/846-6212

07-400002  
8-10-09  
3:20  
CC

**EXHIBIT C**

**BOND RIDER NO. 2**

Attaching to and forming part of Indemnity Bond No. RLB0011114, executed January 3, 2008, on behalf of EnerVest Operating, LLC as Principal, in favor of the City of College Station as Oblgee, in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00).

It is understood and agreed that effective April 17, 2009, the following well list is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 17<sup>th</sup> day of April 2009.

EnerVest Operating, LLC

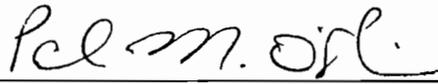
Principal

By: 

Mark Houser - President

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: 

Paul M. O'Sullivan, Attorney-in-Fact



EXHIBIT C

RLB0011114

RLI Surety  
A division of RLI Insurance Company

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$450,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

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(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY



Myf Stone  
PRESIDENT

State of Illinois )  
                          ) SS  
County of Peoria )

On this 17 day of April 2009 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



## EXHIBIT C

### Well List Indemnity Bond – City of College Station (5/09 – 5/10)

	<u>API #</u>	<u>Permit #</u>
Akin-Foxfire 1	42-041-31795	94-0001
Akin, J.M. 1	42-041-30595	Not assigned
Boriskie-Diversified Unit 1	42-041-31606	93-806
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09.400002



**APPLICATION FOR PERMIT**  
TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION  
OF OIL, GAS, AND ASSOCIATED HYDROCARBONS WITHIN THE  
CITY OF COLLEGE STATION, TEXAS

(ORDINANCE NO. 1916, OCTOBER 10, 1991)

ORIGINAL \$2,000

RURAL   
URBAN   
HIGH IMPACT   
SEISMIC

Please provide the following information for your permit request:

1. Applicant's name and address.  
**Enervest Operating, LLC**  
**1001 Fannin Street, Suite 800**  
**Houston, TX 77002-6707**
2. Name and address of drilling company.  
**Nabors Drilling USA LP**  
**515 West Greens Road, Suite 1000**  
**Houston, TX 77067**
3. Name and address of Operator.  
**Enervest Operating, LLC**  
**1001 Fannin Street, Suite 800**  
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4. Proposed name of well.  
**McCullough-Olden Unit Well No. 1-RE**
5. Proposed depth of well.  
**Enervest Operating, LLC intends to drill a re-entry well, the McCullough-Olden Unit Well No. 1-RE and drill a 4628' updip lateral (ST# 04) to depth of 12,500' in the Giddings Austin Chalk Gas Field.**
6. Location and description of all improvements and structures within one thousand (1000 ft) of the well.  
**Please refer to attached Exhibit "A".**
7. Site plan of proposed operation, showing location of all improvements and equipment. (13 copies)  
**Please refer to attached Exhibit "A" & "B".**
8. Area Map showing proposed transportation route and roads for equipment, chemicals, or waste products used or produced by the oil or gas operation, and all natural features of the site. (13 copies)  
**Please refer to attached Exhibit "C".**

9. Description of type, kind, size and amount of major equipment used before completion and re-working.  
**Please refer to attached Exhibit "D".**
  
10. Description of surface equipment after drilling and completion.  
**Please refer to attached Exhibit "A" & "E".**
  
11. Well surface casing and cementing program.  
**Please refer to attached Exhibit "F".**
  
12. Copies of Railroad Commission forms and drilling permit.  
**Please refer to attached Exhibit "G".**
  
13. Security instrument consisting of an irrevocable letter of credit, indemnity bond, or certificate of deposit, as required by this ordinance and in an amount determined by the City Council within 30 days after Council approval.  
**Enervest Operating LLC is committed to providing the required security instrument in the amount determined by the City Council within 30 days after Council approval of this permit application.**
  
14. Name of representative with supervisory authority over all oil or gas operation site activities and phone number where he can be reached twenty-four (24) hours a day.  
**Dean Broussard – Operations Superintendent  
6933 N. US Hwy 77  
La Grange, TX 78945  
979-255-3048**
  
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**Legal description: 62.37 acre tract – Parcel 1, Vol. 8479, Pg. 93, of the Official Records of Brazos County, Texas,, located in the Nathan Clampitt Survey, A-90 and in the S. W. Robertson Survey, A-202, College Station, Brazos County, Texas. Tax Parcel # R300813 (see site plan plat – Exhibit "A" for additional information).  
Giddings Austin Chalk Gas Field.**
  
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<b>Carol McCullough Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean McCullough Stephen 2514 Memorial Drive Bryan, TX 77802</b>
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**Fred Deitsch  
615 E. Blue Bell Rd.  
Brenham, TX 77833**

19. Evidence of insurance information as required by Ordinance No. 1916.

- (a) Commercial General Liability \$500,000
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- (c) Worker's Compensation \$100,000

**Please refer to attached Exhibit "H".**

20. Survey of production unit at a scale of 1 per 300 or greater by a Texas certified surveyor including:

- (a) Lengths and bearings of all boundary lines for production.
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- (c) Exact location of the well within production unit with distances of a minimum of two adjacent boundary line of the production unit.
- (d) Length of maximum diagonal within the production unit.

**Please refer to attached Exhibit "I"(2 pages).**

21. Owner and address of each parcel of property within one thousand feet (1000') of the proposed drill site.

**Please refer to attached Exhibit "J".**

22. Copies of all reports required by the Department of Water Resources and Commission.

**Please refer to attached Exhibit "K".**

23. Statement under oath signed by applicant that the information submitted in the application is true and correct.

**"I, Lloyd Bruce, Operations Manager, Western Division, do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas, for the Application of Permit, is true and correct."**

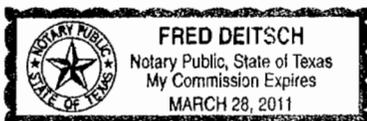
Date: 8/7/09

Lloyd Bruce  
Lloyd Bruce Operations Manger  
Western Division

STATE OF TEXAS §

COUNTY OF HARRIS §

Sworn to and subscribed before me this 7<sup>th</sup> day of August, 2009, by the above named Lloyd Bruce, who is personally known to me.



[Signature]  
Fred Deitsch  
Notary Public in and for the State of Texas

**December 10, 2009**  
**Consent Agenda Item No. 2z**  
**McCullough-McCullough Unit, Well #1RE - Oil and Gas Operations Permit**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Remove from table, public hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the McCullough-McCullough Unit, Well #1RE as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.

**Recommendation(s):** Remove from table, and approve Oil and Gas Permit as drafted.

**Summary:** This application for an Oil and Gas Permit was presented and public hearing was conducted at the November 9, 2009 Regular City Council Meeting. After consideration of the associated incomplete items, City Council action was to table the application for permit.

The applicant has subsequently re-submitted application items and satisfied ordinance requirements.

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

**Attachments:**

1. Vicinity Map
2. Resolution
3. Exhibit A – Application (Complete Application available at City Engineer’s Office)
4. Exhibit B – Location Map
5. Exhibit C – Indminity Bond
6. Draft Permit (Available at City Engineer’s Office)

09.400001



**APPLICATION FOR PERMIT**  
TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION  
OF OIL, GAS, AND ASSOCIATED HYDROCARBONS WITHIN THE  
CITY OF COLLEGE STATION, TEXAS

(ORDINANCE NO. 1916, OCTOBER 10, 1991)

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**Please refer to attached Exhibit "A".**
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11. Well surface casing and cementing program.  
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**Dean Broussard – Operations Superintendent  
6933 N. US Hwy 77  
La Grange, TX 78945  
979-255-3048**
  
15. Legal description of the property to be used for the oil or gas operation, the parcel, and the production unit (plat description or metes and bound bearings) and name of the geologic formation as used by the Railroad Commission. Property recorded by plat should reference subdivision, block and lot numbers.  
**Legal description: 192.97 acre (net) tract – Parcel 3, Vol. 8479, Pg. 93, of the Official Records of Brazos County, Texas,, located in the S. W. Robertson Survey, A-202, College Station, Brazos County, Texas. Tax Parcel # R15978 (see site plan plat - Exhibit "A", for additional information), Giddings Austin Chalk Gas Field.**
  
16. Mineral Lessee name and address.  

<b>Carol McCullough Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean McCullough Stephen 2514 Memorial Drive Bryan, TX 77802</b>
--	--
  
17. Surface owner name and address.  

<b>Carol McCullough Anderson and Fred G. Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean Stephen Family No. Two L.P. 2514 Memorial Drive Bryan, TX 77802</b>
---	---

18. Name and address of an individual representing the owner/applicant designated to receive notice.

**Fred Deitsch**  
**615 E. Blue Bell Rd.**  
**Brenham, TX 77833**

19. Evidence of insurance information as required by Ordinance No. 1916.

- (a) Commercial General Liability \$500,000
- (b) Automobile Liability \$500,000
- (c) Worker's Compensation \$100,000

**Please refer to attached Exhibit "H".**

20. Survey of production unit at a scale of 1 per 300 or greater by a Texas certified surveyor including:

- (a) Lengths and bearings of all boundary lines for production.
- (b) Exact acreage of the production unit.
- (c) Exact location of the well within production unit with distances of a minimum of two adjacent boundary line of the production unit.
- (d) Length of maximum diagonal within the production unit.

**Please refer to attached Exhibit "I" (2 pages).**

21. Owner and address of each parcel of property within one thousand feet (1000') of the proposed drill site.

**Please refer to attached Exhibit "J".**

22. Copies of all reports required by the Department of Water Resources and Commission.

**Please refer to attached Exhibit "K".**

23. Statement under oath signed by applicant that the information submitted in the application is true and correct.

**"I, Lloyd Bruce, Operations Manager, Western Division, do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas, for the Application of Permit, is true and correct."**

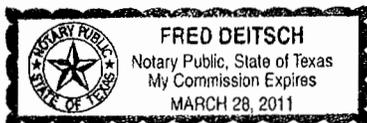
Date: 8/7/09

Lloyd Bruce  
Lloyd Bruce Operations Manger  
Western Division

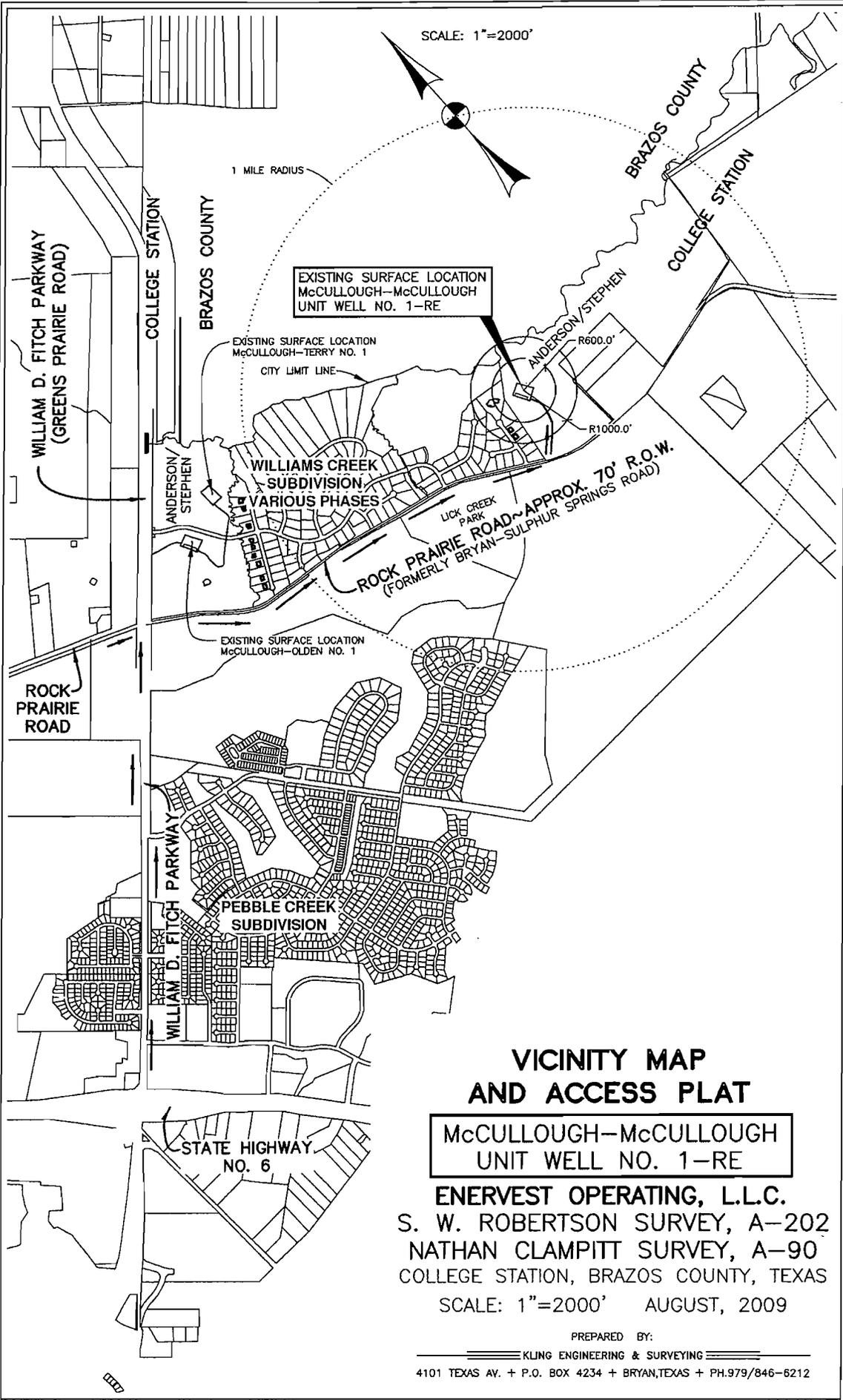
STATE OF TEXAS §

COUNTY OF HARRIS §

Sworn to and subscribed before me this 7<sup>th</sup> day of August, 2009, by the above named Lloyd Bruce, who is personally known to me.



Fred Deitsch  
Fred Deitsch  
Notary Public in and for the State of Texas



**VICINITY MAP  
AND ACCESS PLAT**

**McCULLOUGH-McCULLOUGH  
UNIT WELL NO. 1-RE**

**ENERVEST OPERATING, L.L.C.**  
S. W. ROBERTSON SURVEY, A-202  
NATHAN CLAMPITT SURVEY, A-90  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' AUGUST, 2009

PREPARED BY:

KLING ENGINEERING & SURVEYING

4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH.979/846-6212

BOND RIDER NO. 2

Attaching to and forming part of Indemnity Bond No. RLB0011114, executed January 3, 2008, on behalf of EnerVest Operating, LLC as Principal, in favor of the City of College Station as Obligee, in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00).

It is understood and agreed that effective April 17, 2009, the following well list is amended as attached.

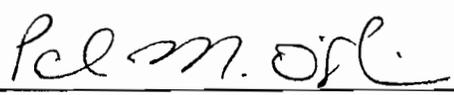
All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 17<sup>th</sup> day of April 2009.

EnerVest Operating, LLC  
Principal

By:   
Mark Houser - President

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046  
Surety

By:   
Paul M. O'Sullivan, Attorney-in-Fact



RLI Surety  
A division of RLI Insurance Company

RLB0011114

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$450,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
                          ) SS  
County of Peoria  )



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

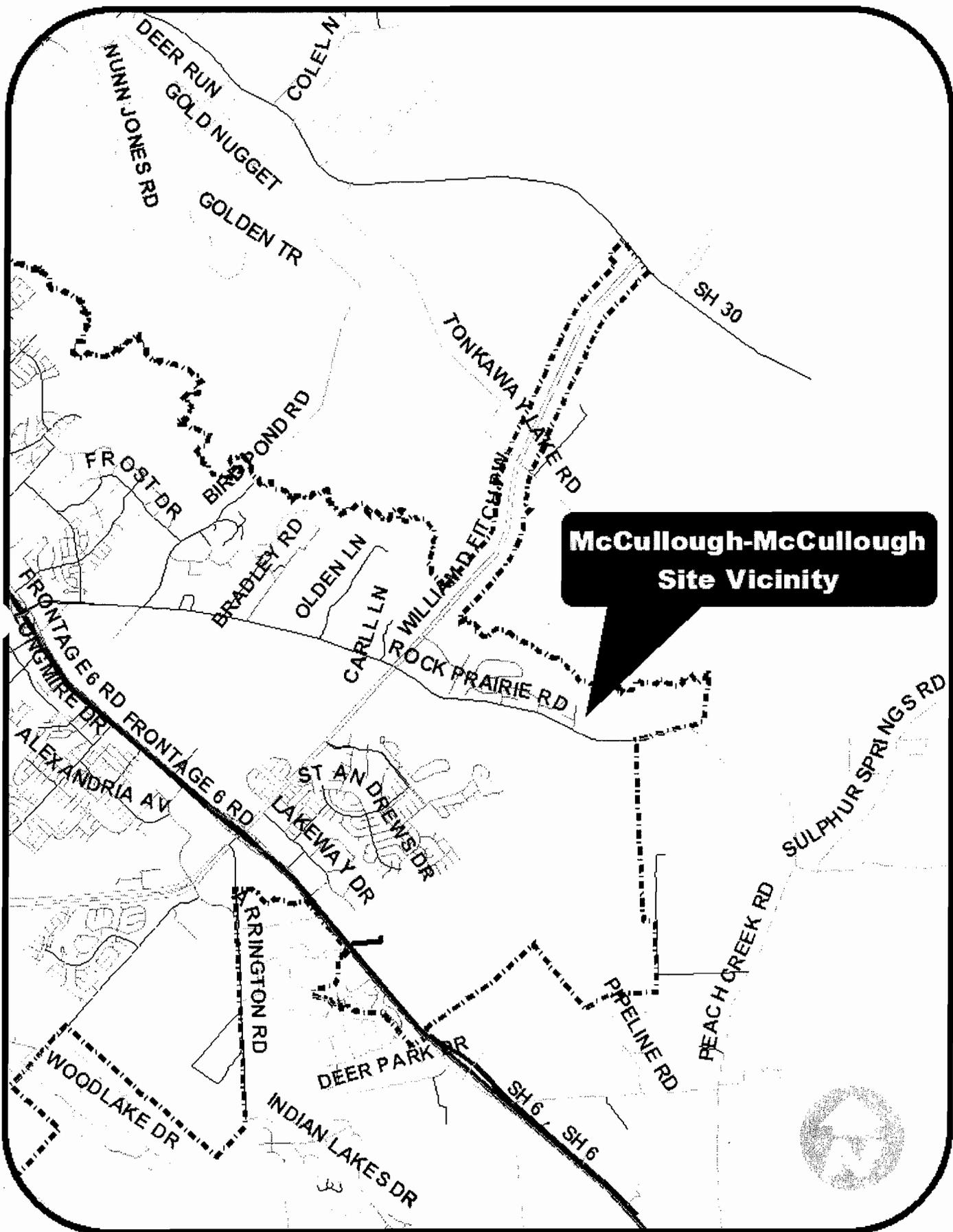
On this 17 day of April 2009 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



Well List  
Indemnity Bond – City of College Station (5/09 – 5/10)

	<u>API #</u>	<u>Permit #</u>
Akin-Foxfire 1	42-041-31795	94-0001
Akin, J.M. 1	42-041-30595	Not assigned
Boriskie-Diversified Unit 1	42-041-31606	93-806
Brazos Coal Ltd-Raceway Unit 1	42-041-31586	Not assigned
Brazos Coal Ltd-Terry "B" Unit 1RE	42-041-31729	99-807
Brazos Coal Ltd-Terry "C" Unit 1	42-041-31690	92-819
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Freeman-Creagor Unit 1	42-041-31791	93-826
Jones et al, Eugenia 1	42-041-31489	91-804
Kinman 1	42-041-31794	Not assigned
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McCullough-Terry Unit 1	42-041-31710	93-803
Olden-Olden Unit 1	42-041-31545	91-822
Olden-Paull Unit 1	42-041-31643	92-813
Ritchey, W.S, #1	42-041-31777	93-820
Terry Unit, H.L. 1	42-041-31548	93-809
Terry-Terry Unit 2	42-041-32007	08-400001
Thompson-Marsh Unit 1	42-041-31748	93-811
Waltman 1	42-041-31843	94OW05



**McCullough-McCullough  
Site Vicinity**

1 inch = 5,000 feet

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS GRANTING AN OIL AND GAS HIGH IMPACT PERMIT FOR THE McCULLOUGH-McCULLOUGH UNIT, WELL NO. 1-RE NEAR ROCK PRAIRIE ROAD APPROXIMATELY 1,370 FEET NORTH OF ROCK PRAIRIE ROAD, AND LOCATED WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station, Texas, has reviewed an application for an Oil & Gas Rural Permit ("Permit") submitted by Enervest Operating, LLC for the McCullough-McCullough Unit, Well No. 1-RE; and

WHEREAS, Council has reviewed the Project Review Committee report and other related information relating to the afore-described proposed rural gas well located near Rock Prairie Road approximately 1,370 feet north of Rock Prairie Road within the City of College Station (the "City"); and

WHEREAS, pursuant to Chapter 4, Section 13.J Council is required to make certain findings and determinations in granting a permit for an oil and gas operations located within the City; and

WHEREAS, the City Council of the City of College Station, Texas, now desires to make such determinations and to grant such permit; now, therefore,

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

- PART 1: That the City Council hereby acknowledges receipt of an application, Project Review Committee report and other related information relating to an Oil and Gas Rural Permit to Enervest Operating, LLC for the McCullough-McCullough Unit, Well No. 1-RE located near Rock Prairie Road approximately 1,370 feet north of Rock Prairie Road. A copy of such paperwork and the exact location of said proposed well are attached hereto as Exhibits "A" and "B", respectively.
- PART 2: That the City Council hereby makes the following determinations with respect to said proposed Permit:
1. That the following amount and type of security instrument has been issued: a bond rider to an Indemnity Bond, on behalf of applicant, in favor of the City in a total amount of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) attached hereto as Exhibit "C";
  2. That the operations proposed under the Permit are reasonable under the circumstances and conditions prevailing in the area;
  3. That the operations proposed under the Permit are consistent with the health, safety, and welfare of the public when and if conducted in accordance with the permit conditions to be imposed; and
  4. That the impact upon adjacent property and the general public of operations conducted in compliance with the Permit conditions are reasonable and justified, balancing the following factors:

- (1) The right of the owner(s) of the mineral estate to explore, develop, and produce the minerals.
- (2) The availability of alternate drill sites, both presently and at other times during the lease term.
- (3) The date of acquisition by the various owners of the surface and mineral estates.

PART 3: That based upon the above the City Council hereby grants said Permit and authorizes the City Manager or his designee to take any and all reasonable action to issue same.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_

APPROVED:

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

09.400001



**EXHIBIT A**

**APPLICATION FOR PERMIT**

TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS WITHIN THE CITY OF COLLEGE STATION, TEXAS

(ORDINANCE NO. 1916, OCTOBER 10, 1991)

ORIGINAL \$2,000

RURAL   
URBAN   
HIGH IMPACT   
SEISMIC

Please provide the following information for your permit request:

1. Applicant's name and address.

**Enervest Operating, LLC  
1001 Fannin Street, Suite 800  
Houston, TX 77002-6707**

2. Name and address of drilling company.

**Nabors Drilling USA LP  
515 West Greens Road, Suite 1000  
Houston, TX 77067**

3. Name and address of Operator.

**Enervest Operating, LLC  
1001 Fannin Street, Suite 800  
Houston, TX 77002-6707**

4. Proposed name of well.

**McCullough-McCullough Unit Well No. 1-RE**

5. Proposed depth of well.

**Enervest Operating, LLC intends to drill a re-entry well, the McCullough-McCullough Unit Well No. 1-RE and drill a 4234' updip lateral (ST# 2) to depth of 12,500' in the Giddings Austin Chalk Gas Field.**

6. Location and description of all improvements and structures within one thousand (1000 ft) of the well.

**Please refer to attached Exhibit "A".**

7. Site plan of proposed operation, showing location of all improvements and equipment. (13 copies)

**Please refer to attached Exhibit "B".**

8. Area Map showing proposed transportation route and roads for equipment, chemicals, or waste products used or produced by the oil or gas operation, and all natural features of the site. (13 copies)

**Please refer to attached Exhibit "C".**

## EXHIBIT A

9. Description of type, kind, size and amount of major equipment used before completion and re-working.  
**Please refer to attached Exhibit "D".**
10. Description of surface equipment after drilling and completion.  
**Please refer to attached Exhibit "A" & "E".**
11. Well surface casing and cementing program.  
**Please refer to attached Exhibit "F".**
12. Copies of Railroad Commission forms and drilling permit.  
**Please refer to attached Exhibit "G".**
13. Security instrument consisting of an irrevocable letter of credit, indemnity bond, or certificate of deposit, as required by this ordinance and in an amount determined by the City Council within 30 days after Council approval.  
**Enervest Operating LLC is committed to providing the required security instrument in the amount determined by the City Council within 30 days after Council approval of this permit application.**
14. Name of representative with supervisory authority over all oil or gas operation site activities and phone number where he can be reached twenty-four (24) hours a day.  
**Dean Broussard – Operations Superintendent  
6933 N. US Hwy 77  
La Grange, TX 78945  
979-255-3048**
15. Legal description of the property to be used for the oil or gas operation, the parcel, and the production unit (plat description or metes and bound bearings) and name of the geologic formation as used by the Railroad Commission. Property recorded by plat should reference subdivision, block and lot numbers.  
**Legal description: 192.97 acre (net) tract – Parcel 3, Vol. 8479, Pg. 93, of the Official Records of Brazos County, Texas,, located in the S. W. Robertson Survey, A-202, College Station, Brazos County, Texas. Tax Parcel # R15978 (see site plan plat - Exhibit "A", for additional information), Giddings Austin Chalk Gas Field.**
16. Mineral Lessee name and address.  

<b>Carol McCullough Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean McCullough Stephen 2514 Memorial Drive Bryan, TX 77802</b>
--	--
17. Surface owner name and address.  

<b>Carol McCullough Anderson and Fred G. Anderson 2504 River Forest Drive Bryan, TX 77802</b>	<b>Jean Stephen Family No. Two L.P. 2514 Memorial Drive Bryan, TX 77802</b>
---	---

**EXHIBIT A**

18. Name and address of an individual representing the owner/applicant designated to receive notice.

**Fred Deitsch  
615 E. Blue Bell Rd.  
Brenham, TX 77833**

19. Evidence of insurance information as required by Ordinance No. 1916.

- (a) Commercial General Liability \$500,000
- (b) Automobile Liability \$500,000
- (c) Worker's Compensation \$100,000

**Please refer to attached Exhibit "H".**

20. Survey of production unit at a scale of 1 per 300 or greater by a Texas certified surveyor including:

- (a) Lengths and bearings of all boundary lines for production.
- (b) Exact acreage of the production unit.
- (c) Exact location of the well within production unit with distances of a minimum of two adjacent boundary line of the production unit.
- (d) Length of maximum diagonal within the production unit.

**Please refer to attached Exhibit "I" (2 pages).**

21. Owner and address of each parcel of property within one thousand feet (1000') of the proposed drill site.

**Please refer to attached Exhibit "J".**

22. Copies of all reports required by the Department of Water Resources and Commission.

**Please refer to attached Exhibit "K".**

23. Statement under oath signed by applicant that the information submitted in the application is true and correct.

**"I, Lloyd Bruce, Operations Manager, Western Division, do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas, for the Application of Permit, is true and correct."**

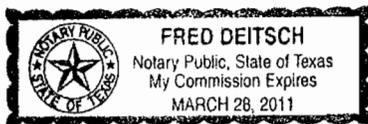
Date: 8/7/09

Lloyd Bruce  
Lloyd Bruce Operations Manger  
Western Division

STATE OF TEXAS §

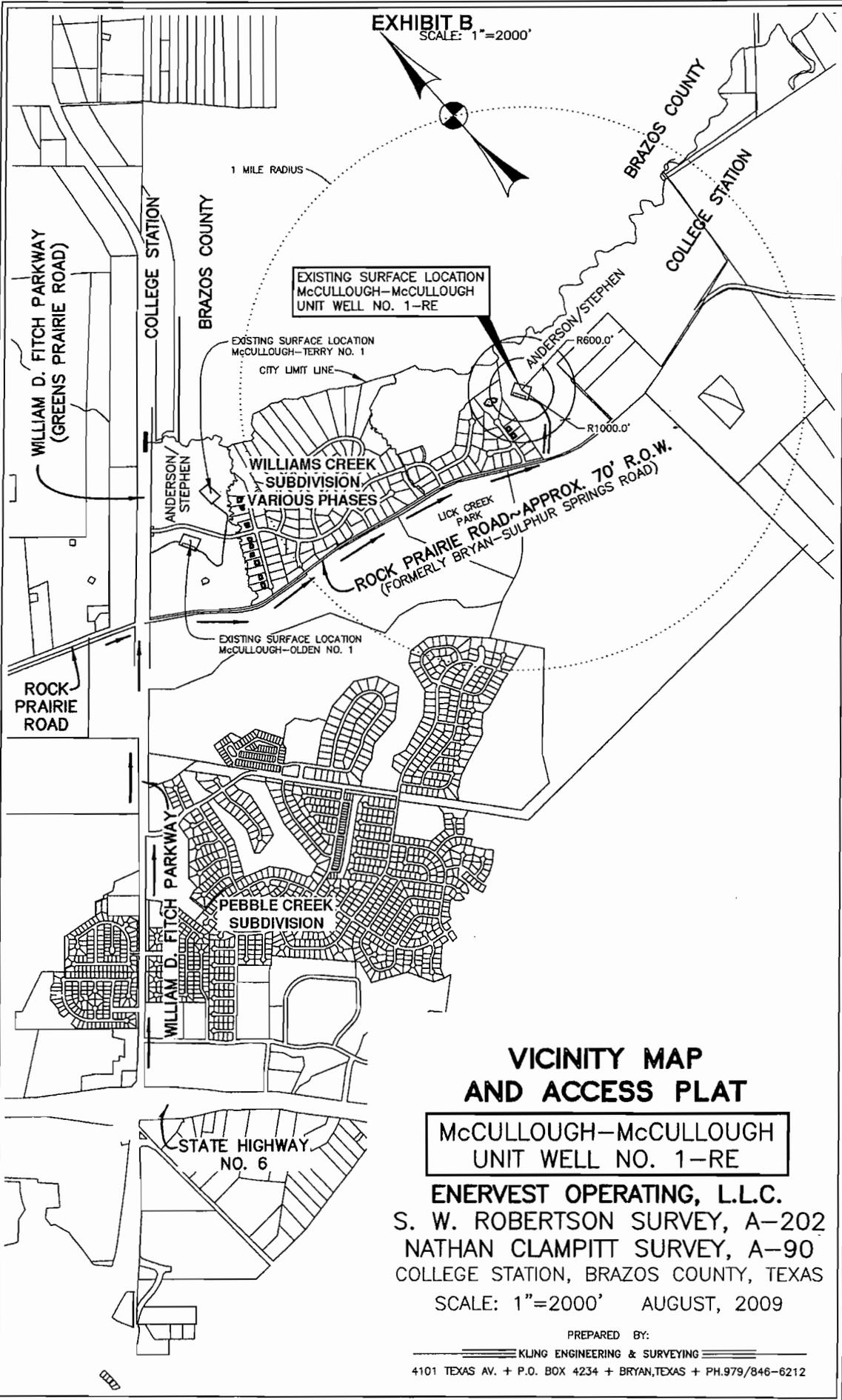
COUNTY OF HARRIS §

Sworn to and subscribed before me this 7<sup>th</sup> day of August, 2009, by the above named Lloyd Bruce, who is personally known to me.



Fred Deitsch  
Fred Deitsch  
Notary Public in and for the State of Texas

**EXHIBIT B**  
SCALE: 1"=2000'



**VICINITY MAP  
AND ACCESS PLAT**

**McCULLOUGH-McCULLOUGH  
UNIT WELL NO. 1-RE**

**ENERVEST OPERATING, L.L.C.**  
S. W. ROBERTSON SURVEY, A-202  
NATHAN CLAMPITT SURVEY, A-90  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=2000' AUGUST, 2009

PREPARED BY:

KLING ENGINEERING & SURVEYING  
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH.979/846-6212

## EXHIBIT C

### BOND RIDER NO. 2

Attaching to and forming part of Indemnity Bond No. RLB0011114, executed January 3, 2008, on behalf of EnerVest Operating, LLC as Principal, in favor of the City of College Station as Oblgee, in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00).

It is understood and agreed that effective April 17, 2009, the following well list is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 17<sup>th</sup> day of April 2009.

EnerVest Operating, LLC

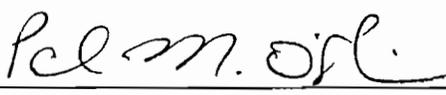
Principal

By: 

Mark Houser - President

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: 

Paul M. O'Sullivan, Attorney-in-Fact



EXHIBIT C

RLB0011114

RLI Surety  
A division of RLI Insurance Company

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$450,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY



Michael J. Stone  
PRESIDENT

State of Illinois )  
                          ) SS  
County of Peoria   )

On this 17 day of April 2009 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



## EXHIBIT C

Well List  
Indemnity Bond – City of College Station (5/09 – 5/10)

	<u>API #</u>	<u>Permit #</u>
Akin-Foxfire 1	42-041-31795	94-0001
Akin, J.M. 1	42-041-30595	Not assigned
Boriskie-Diversified Unit 1	42-041-31606	93-806
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Thompson-Marsh Unit 1	42-041-31748	93-811
Waltman 1	42-041-31843	94OW05

**December 10, 2009**  
**Regular Agenda Item No. 1**  
**2009 International Building Codes and 2008 National Electrical Code Adoption**

**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 adopting Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, approving the 2009 International Codes with related amendments and the 2008 National Electrical Code with related amendments for use in College Station.

**Recommendation(s):** The Construction Board of Adjustment and Appeals considered the aforementioned codes at a series of public meetings during September, October, and November of this year and recommend approval of the codes and amendments as presented. Staff also recommends approval.

**Summary:** This ordinance adopts the latest edition of the family of International Building Codes (I-Codes) and the latest edition of the National Electrical Code (NEC) for use in College Station. This ordinance also addresses some housekeeping items by deleting sections of Chapter 3 that have been relocated to the Unified Development Ordinance.

The City of College Station currently uses the 2006 edition of the I-Codes and the 2005 edition of the NEC. The International Code Council and National Fire Protection Association issue updated code editions every three years. The changes included in the latest code editions help clarify intent, improve energy efficiency, and strengthen requirements designed to safeguard the public health, safety and general welfare.

As mentioned above, the code review process incorporated several public meetings. Staff also presented an overview of the changes contained in the International Residential Code to representatives of the local Homebuilders Association, involved local design professionals in the review of the International Building Code, and consulted the Energy Systems Lab regarding changes to the Energy Conservation Code.

The adoption of the 2006 I-Codes and the 2005 NEC is a key component of Planning and Development Services' Business Plan and advances the Green College Station Action Plan.

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

**Attachments:**

1. Ordinance *(on file in City Secretary's Office for viewing)*
2. Summary of code changes
3. A copy of the 2008 National Electrical Code and the 2009 International Codes are available in the City Secretary's Office

## **2009 International Codes and 2008 National Electrical Code**

### **Summary of Significant Changes**

#### **2009 International Building Code**

The *International Building Code* (IBC) applies to the construction, alteration, movement, enlargement, replacement, repair, use and occupancy, location, maintenance, and removal or demolition of buildings and structures. The IBC establishes the minimum requirements to safeguard the public health, safety and general welfare through structural strength, proper exits, and sanitation. The IBC is also designed to provide safety for firefighters and emergency responders from fire and other hazards associated with the buildings environment.

The 2009 IBC continues to establish minimum regulations for building systems using prescriptive and performance-related provisions. The code changes in this cycle result in technical consistency with the other *International Codes*.

#### New to the 2009 IBC

310.1 Residential Group R (The classification of several residential uses have been modified through the inclusion of specific allowances for small transient uses, live/work units, and small residential care facilities.)

403.4.4 Emergency responder radio coverage (High-rise buildings must be provided with a complying emergency responder radio communication system.)

403.4.6 Smoke removal (A means of smoke removal by natural or mechanical ventilation is now mandated for all high-rise buildings.)

403.5.2 Additional exit stairway (An additional exit stairway is now required in high-rise buildings more than 420 feet in height so that egress capacity will be maintained through the time that full evacuation is complete.)

703.6 Marking and identification (Fire walls, fire barriers, and other walls required to have protected openings or protected penetrations must now be identified above the ceiling where a concealed space is created.)

704.13 Sprayed fire-resistant materials (SFRM) (The application of sprayed fire-resistant materials is now specifically regulated to minimize the potential for materials to be dislodged.)

914 Emergency Responder Safety Features (Requirements currently in the IFC requiring the identification of shaftway hazards and location of fire protection systems are now included in the IBC.)

1007.6.3 Two-way communication (A means of two-way communication is now also required in multi-story buildings in which areas of refuge are not provided.)

1024 Luminous Egress Path Markings (Photoluminescent or self-luminous exit path markings are now required in exit enclosures and exit passageways of specified high-rise buildings in order to delineate the exit path.)

### Changes to the 2009 IBC

308.5.1 Adult care facility (Adult care facilities in which the occupants are physically capable of responding to an emergency are now classified as Group R-3 occupancies regardless of the number of people being accommodated.)

406.2.4 Vehicle barrier systems (Where vehicle barriers are required in parking garages the required minimum height of the barriers has been increased from 24 inches to 33 inches.)

Table 503 Allowable Building Heights And Area (For Type IIB and IIIB construction, the tabular allowable building heights have been reduced for Group B, M, S-1, and S-2 occupancies.)

506.5 Mixed occupancy area determination (The method of calculating allowable area for multi-story buildings has been clarified where mixed-occupancy conditions occur.)

Table 508.4 Required Separation Of Occupancies (Hours) (The minimum required fire-resistance rating between a Group I-2 and any adjoining occupancy based on the separated occupancies method has been increased to provide at least a 2-hour separation.)

509.5, 509.6 Group R-1 and R-2 buildings of Type IIA and IIIA construction (The special height increases allowed for Group R-2 occupancies in buildings of Type IIA and Type IIIA construction have been extended to Group R-1 occupancies.)

603.1 Allowable materials (The use of fire-retardant-treated wood within the roof construction is now permitted in all buildings of Type IB construction.)

902.1 Definitions (The definition of fire area has been modified to include any unenclosed floor area that has a roof or floor above.)

1005.1 Minimum required egress width (The allowance for a reduction in the minimum required calculated means of egress width because of the presence of an automatic sprinkler system has been eliminated.)

1007.3 Stairways (Areas of refuge are no longer mandated as required elements of accessible means of egress in those buildings equipped throughout with an automatic sprinkler system.)

1009.12 Handrails (Within dwelling units and sleeping units of Group R-2 and R-3 occupancies, a handrail is now required only for stairs having four or more risers.)

1010.9.1 Curb, rail, wall, barrier (The minimum required height of 4 inches for a curb used as edge protection at the side of ramps and ramp landings has been clarified.)

1011.1 Where required (Exit signs are now required within exits and at intervening doors within exits to clearly indicate the direction of means of egress travel.)

1013.2 Height (Fixed seating adjacent to a guard is now considered a walking surface and the minimum height of the guard is to be measured from that surface rather than from the floor.)

1013.3 Opening limitations (The permitted maximum size of openings in the upper portion of guards has been reduced from 8 inches to 4 3/8 inches.)

1018.4 Dead ends (The permissible length of a dead-end corridor has been extended to 50 feet in Group E, I-1, M, R-1, R-2, R-4, S, and U occupancies if the building is provided throughout with an NFPA 13 automatic sprinkler system.)

1103.2.3 Employee work areas (The maximum size of those employee work areas specifically exempted from all accessibility requirements has been increased from 150 square feet to 300 square feet.)

1509.2.4 Type of construction (The use of fire-retardant-treated wood is now specifically permitted for penthouse construction and equipment enclosures in one-and-two-story buildings of Type I construction and all buildings of Type II, III, IV, and V construction.)

Table 1704.4 Required Verification And Inspection Of Concrete Construction (Continuous special inspection is now required for cast-in-place bolts installed in concrete where strength design is used, and periodic special inspection is now mandated for anchor posts (installed in hardened concrete.)

## 2009 International Residential Code

The *International Residential Code (IRC)* is a stand alone code that regulates the construction of detached one-and-two family dwellings and townhouses not more than three stories in height. There have been significant changes made to the IRC since the initial 2000 edition. This overview is intended to highlight many of the changes contained in the 2009 edition.

### New to the 2009 IRC

R202 – Definitions (Attic, Habitable. A finished or unfinished area, not considered a story, complying with all of the following requirements:

1. The occupiable floor area is at least 70 square feet
2. The occupiable floor area has a ceiling height of at least 7 feet and no portion of the required floor area may have a ceiling height of less than 5 feet.
3. The occupiable space is enclosed by the roof assembly above, and the floor-ceiling assembly below.

R310.1 – Emergency escape and rescue required (A new defined term in the 2009 IRC, a *habitable attic* is occupiable space between the uppermost floor-ceiling assembly and the roof assembly. The requirements for emergency escape and rescue openings in the 2006 IRC was dependent on the use of the space as a sleeping room. With this change, all habitable attics meeting the definition, wether finished or unfinished and for any use, require an emergency escape and rescue opening.)

R315 – Carbon Monoxide Alarms (Carbon monoxide alarms are now required in new dwelling units constructed under the 2009 IRC. Because the source of unsafe levels of carbon monoxide in the home is typically from faulty operation of fuel-fired furnace or water heater, or from the exhaust of an automobile, this new requirement applies only to homes containing fuel-fired appliances or having an attached garage. The alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.)

R602.10.4 Continuous sheathing (The continuous sheathing method of bracing has undergone extensive revision and expansion to provide more flexibility in the design and construction of dwellings. The code now recognizes the practice of mixing intermittent bracing methods with the continuous sheathing method.)

M1411.6 Locking access port caps (Requires refrigerant access ports that are located outdoors to be equipped with a locking cap to limit unauthorized access.)

M1503.4 Makeup air required (The requirement establishes a maximum exhaust limit for domestic kitchen exhaust systems before makeup air is required. Because of the potential effects of negative pressure on other systems in the home, makeup air is required for any exhaust system that exceeds 400cfm.)

M1601.6 Independent garage HVAC systems ( A new section stating that furnaces and air-handling systems that supply air to living spaces shall not supply air to or return air from a garage.)

P2503.6 Shower liner test (Requires shower pan liners to be made water-tight. This code addition will mandate that testing will be conducted by water, which will provide visual assurance that leaks are not present.)

P2901.1 Potable water required (The code now provides greater clarification that lines that convey nonpotable water shall be identified by the color purple.)

P3005.2.6 Base of stacks (A cleanout is now required at the base of each sanitary drainage stack. Alternative locations near the stack or outside the building are no longer permitted.)

P3201.2 Trap seals and trap seal protection (A new requirement was added specifying that traps requiring a trap primer must have the discharge of the trap primer entering above the trap liquid seal.)

### Changes to the 2009 IRC

R305.1 – Minimum height (The code still allows lower ceiling heights adjacent to fixtures in bathrooms under stairs or other spaces with sloped ceilings that do not impede the functionality of the space. However, the provision for maintaining a ceiling height of 6 feet 8 inches at the location of the fixtures, such as a lavatory or water closet, was unclear and overly restrictive. The change clarifies that the prescribed ceiling height is measured at the center of the required clearance area in front of the fixture. The area above the fixture may be lower, accommodating a sloped ceiling, provided the fixture is usable.)

R311.7.4 – Stair treads and risers (The minimum tread depth shall be 10 inches. The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch.)

R602.10 Wall bracing (The wood frame wall bracing provisions have been entirely rewritten to provide technical accuracy and clarity. New language clarifies how braced wall lines are measured and when mixing of bracing methods is permitted.)

R703.7.3 Lintels (Steel lintels supporting masonry veneer above openings now require a shop coat of rust-inhibitive primer or other protection against corrosion.)

G2420.5 Appliance shutoff valve (This section has been reorganized to clarify the shutoff valve location requirements. When a manifold piping configuration is installed, a new provision permits the shutoff valve to be located at the manifold and not greater than 50 feet from the appliance.)

G2447.5 Vertical clearance above cooking top (Clearance requirements for household cooking appliances have been added to state kitchen wall cabinets must be positioned at least 30 inches above the surface of the range or cook top. Reduced clearances are permitted for the installation of listed appliances or fire-resistant insulating material below the wall cabinets and above the cooking appliances.)

P2719.1 Floor drains (A new limitation for location of floor drains was added. Floor drains cannot be located under or have access blocked by permanently installed appliances.)

## 2009 International Plumbing Code

The *2009 International Plumbing Code (IPC)* contains many changes that provide clarity of content and resolve common interpretation problems. The scope of the 2009 IPC continues to encompass the initial design of the plumbing system, the installation and construction of plumbing systems, and the maintenance of operating systems. All plumbing systems which are provided for utilization by and for the general safety and well-being of the occupants of a building are intended to be governed by the code. Plumbing installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

### New in the 2009 Edition

312.9 Shower liner test (Requires shower pan liners to be made water-tight. This code addition will mandate that testing will be conducted by water, which will provide visual assurance that leaks are not present.)

403.4.1 Directional signage (Directional signage indicating the route to the nearest public facility is now required to be clearly and conspicuously posted in accordance with the International Building Code. The signage shall be posted and located in a major corridor or aisle near the entrance of the facility.)

502.5 Clearance for maintenance and replacement (This code addition provides assurance that service and replacement of water heaters can take place without having obstructions interfere with those operations.)

### Changes to 2006 Edition

Table 403.1 Minimum Number of Required Plumbing Fixtures (Buildings of Group I-4 occupancy for adult day care and child care are now required to have a bathtub or a shower for bathing.)

Table 403.1 Minimum Number of Required Plumbing Fixtures (Drinking fountains are not required for an occupancy load of fifteen (15) or fewer. This change sets the minimum number of sixteen (16) occupants before a drinking fountain is required.)

410.2 Prohibited location (The code now clarifies that no drinking water outlets shall be located in public restrooms, to prevent contamination.)

412.2 Floor drains (This code change prohibits floor drains from being installed in locations where they are not serviceable. It also recognizes an exception where floor drains are located under refrigerated display cases, which occurs on a regular basis.)

417.2 Water supply riser (The change provides assurance that the shower arm receiver fitting will be properly anchored. This will avoid connection failures caused by installation stress of the shower arm.)

419.1 Approval (The inclusion of this performance standard in the code allows the use of vitreous china, waterless urinals based on code acceptance standards.)

504.6 Requirements for discharge piping (The code change clarifies that a relief valve serving a water heater or storage tank may discharge into a pan serving the device.)

608.8 Identification of nonpotable water (The code now provides greater clarification that lines that convey nonpotable water shall be identified by the color purple.)

## **2009 International Fuel Gas Code**

The *2009 International Fuel Gas Code* (IFGC) consolidates all code changes from the fuel gas related installations into one convenient document. It is a compilation of fuel gas related text from the International Mechanical Code, the International Plumbing Code, and the National Fuel Gas Code. The code is designed to complement the family of International Codes, including the International Mechanical Code, the International Plumbing Code, the International Fire Code, and the *International Building Code*. The IFGC regulates fuel gas distribution piping systems, gas-fired appliance installation and gas-fired appliance venting systems for structures other than one-and-two family dwellings. Fuel gas installations associated with one-and-two family dwellings are regulated by the International Residential Code.

### New in the 2009 Edition:

202 Definitions (The definition for appliance and equipment have been clarified to differentiate their function.)

404.6 Piping in solid floors (This new section gives specific directions for treatment at the termination ends of conduit for gas piping installed in a conduit embedded in concrete.)

404.8 Isolation (LP-Gas fuel gas systems assembled using metallic piping now require a dielectric fitting to electrically isolate the underground piping from aboveground pipe that enters into a building.)

### Changes to the 2006 Edition

306.3, 306.4 Appliances in attics, Appliances under floors (Attics and underfloor spaces used for the installation of appliances now must meet the IFGC access requirements for maintenance and replacement.)

404.1 Prohibited locations (Requirements prohibiting the installation of fuel gas piping in any vertical shaft used as an air duct or laundry chute have been clarified.)

404.4 Underground penetrations prohibited (The IFGC no longer permits fuel gas piping to penetrate the foundation walls when the piping is installed below grade.)

408.4 Sediment trap (The requirement for sediment traps have been revised to address their location and design.)

409.5 Appliance shutoff valve (This section has been reorganized to clarify the shutoff valve location requirements. When a manifold piping configuration is installed, a new provision permits the shutoff valve to be located at the manifold and not greater than 50 feet from the appliance.)

411.1.3.1 Maximum length (The maximum length for appliance connectors has increased from 3 feet to 6 feet.)

614.6 Domestic clothes dryer exhaust ducts (Except where determined by the manufacturer's installation instructions, the maximum prescribed length for gas dryer exhaust duct has increased from 25 feet to 35 feet.)

## **2009 International Mechanical Code**

The latest code change cycle resolved common interpretation problems and provided clarity of content to the 2009 *International Mechanical Code* (IMC). The code was also changed to reflect current design, construction and inspection methods. In order to keep the IMC up to date on new technology, requirements to assist designers, installers and inspectors as the demand for new energy sources increase. Mechanical installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

### New in the 2009 Edition:

110 Temporary Equipment, Systems and Uses (Provides administrative provisions to deal with mechanical systems within temporary structures or systems that will exist for only a limited time. Examples would include systems to heat the building during the construction process.)

307.2.2 Drain pipe materials and sizes (The code will now specify a specific pipe size for condensate drains based upon the refrigeration capacity of the equipment. Previously the code specified only the minimum size for condensate lines but did not indicate when a larger line was needed.)

504.8 Common exhaust systems for clothes dryers located in multistory structures (Due to the length limitations for dryer exhaust ducts, the termination of the ducts and compliance with the code requirements is difficult in multi-story buildings. This new section provides specific requirements that help to address how the ducts can be gathered into a common exhaust and address the shaft requirements that effect them.)

505.2 Makeup air required (The requirement establishes a maximum exhaust limit for domestic kitchen exhaust systems before makeup air is required. Because of the potential effects of negative pressure on other systems in the home, makeup air is required for any exhaust system that exceeds 400cfm.)

506.4.2 Type II terminations (This section provides termination requirements for Type II commercial hood exhaust, which previously had not been addressed by the code.)

507.9 Clearances for Type I hoods (Cementitious wallboard has been added to the exception for clearances from a Type I hood. Therefore, this material will be exempt from the 18 inch clearance to combustibles requirement.)

603.4.1 Minimum fasteners (This new section will provide a required method of joining sections of round ducts. The section requires a minimum of three (3) screws at each joint.)

1101.10 Locking access port caps (Requires refrigerant access ports that are located outdoors to be equipped with a locking cap to limit unauthorized access.)

### Changes to the 2009 Edition:

304.6 Public garages (The distance above the floor of a public garage and the bottom of an appliance will now be determined by the height of the vehicle entry door.)

918.6 Prohibited sources (Unconditioned attics and crawl spaces are now specifically prohibited as sources of outdoor or return air for forced air heating systems.)

## 2009 International Energy Conservation Code

The International Energy Conservation Code (IECC) establishes regulations for the design of energy-efficient residential and commercial buildings and structures, as well as portions of factory and industrial occupancies designed for human comfort. The State of Texas is divided into a number of climate zones which are used in determining applicable requirements for residential and commercial energy efficiency. Insulation, window and skylight requirements for the thermal envelope for both residential and commercial buildings are based on the climate zones. The performance criteria for compliance with residential energy efficiency requirements using simulated energy analysis are also addressed. **Overall, the 2009 IECC should result in a 15% increase in energy efficiency when compared to the 2006 edition.**

### New in the 2009 Edition

402.2.3 Access hatches and doors. (Access doors from conditioned spaces to unconditioned spaces (e.g., attics, crawl spaces) shall be weatherstripped and insulated to a level equivalent to the insulation on the surrounding surfaces.)

402.3.3 Glazed fenestration exemption. (Up to 15 square feet of glazed fenestration per dwelling unit shall be permitted to be exempt from U-factor and SHGC requirements.)

403.1.1 Programmable thermostat. (At least one thermostat per dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of the day.)

403.2.1 Insulation (Prescriptive). (Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum of R-6. The exception states that ducts located completely inside the building envelope are not required to be insulated to a minimum of R-8.)

403.9.1 Pool heaters. (All pool heaters shall be equipped with a readily accessible on-off switch to allow shutting off the heater without adjusting the thermostat setting. Pool heaters fired by natural gas shall not have continuously burning pilot light.)

404.1 Lighting equipment (Prescriptive). (A minimum of fifty percent of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps.)

## 2009 International Property Maintenance Code

The 2009 *International Property Maintenance Code* (IPMC) continues to emphasize protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of existing buildings. Providing a safe means of egress, preventing hazardous structural conditions and reducing health hazards by providing a clean, sanitary environment are the key components of the code. The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following areas:

- Administration, enforcement and penalties associated with the code
- Determination and assignment of responsibility for code compliance among the owner, operator and occupant of a property
- Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health and comfort
- Regulating the use of existing dwelling through the establishment of occupancy limitations
- Maintenance of means of egress and fire safety, with appropriate references to the *International Fire Code*

### New in the 2009 Edition

108.1.5 Dangerous *structure or premises* (Section was added to the code to provide a list of conditions that establish an important baseline to utilize when evaluating a structure)

108.2.1 Authority to disconnect service utilities (When hazards to public health, safety or welfare are created by an unsafe building pose an imminent danger the code official has the authority to order disconnection.)

108.6 Abatement methods (This new section makes it clear that the owner, operator or occupant is the party responsible to take action to abate hazardous systems or conditions.)

108.7 Record (A report is required to be filed on each investigation of unsafe conditions, stating the occupancy of the structure and the nature of the unsafe condition.)

604.3.1 Abatement of electrical hazards associated with water exposure (Electrical equipment that has been exposed to water can present a hazard. This new section addresses that issue along with the following subsection which lists all the different types of systems and components that are susceptible to water damage.)

604.3.2 Abatement of electrical hazards associated with fire exposure (Electrical equipment that has been exposed to fire can present a hazard. It is often difficult to establish just how badly an electrical system has been damaged by fire and heat. This section defines the scope as pertaining to electrical systems that have been exposed to fire.)

## 2008 National Electrical Code

The *National Electrical Code* (NEC) is published by the National Fire Protection Association and updated every three years. The City of College Station is currently operating under the 2005 Edition of the NEC. The 2008 NEC contains several changes when compared to the 2005 NEC, most of which are designed to provide clarity for existing code provisions. The following highlights some of the new additions and significant changes included in the latest edition.

### New in the 2008 Edition

210.8 Ground-Fault Circuit-Interrupter Protection for Personnel. (The exceptions permitting receptacles that were not readily accessible and single or duplex receptacles for two appliances within a dedicated space for each appliance to not have a GFCI-protection for personnel in garages and unfinished basements were deleted.)

210.12 (B) Dwelling Units. This revision now requires AFCI protection for all 120-volt, single phase, 15 and 20 ampere branch circuits supplying outlets installed in dwelling units in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sun rooms, recreation rooms, closets, hallways, or similar rooms or areas.

210.52 (E)(3) Balconies, Decks, and Porches. (A new section has been added requiring a receptacle to be installed on any porch, deck, or balcony where accessible from inside the dwelling unit.)

406.11 Tamper-Resistant Receptacles in Dwelling Units. (A new section has been added to require all receptacles in dwelling units to be tamper-resistant receptacles.)

410.10 (D) Bathtub and Shower Areas. (This revision clarifies that light fixtures located within the actual outside dimension of the bathtub or shower to a height of 8ft vertically from the top of the bathtub rim or shower threshold have to be marked for installation in "damp" locations or, if subject to shower spray, marked for installation in "wet" locations.)

**December 10, 2009**  
**Regular Agenda Item No. 2**  
**Ordinance Adopting 2009 Fire and Life Safety Codes**

**To:** Glenn Brown, City Manager

**From:** Eric Hurt, Fire Marshal

**Agenda Caption:** Presentation, possible action, and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2009 International Fire Code with related amendments and the 2009 NFPA Life Safety Code.

**Recommendation:** Staff recommends approval of the 2009 International Fire Code and the 2009 NFPA Life Safety Code.

**Summary:** The City of College Station currently uses the 2006 edition of the International Fire Code and the 2006 NFPA Life Safety Code. The International Code Council and NFPA issue updated code editions every three years. The changes included in the 2009 edition of the International Fire Code will help clarify intent and provide for the use of the latest fire protection systems and provide updated life safety protection requirements. The adoption of the 2009 International Fire Code and the 2009 NFPA Life Safety Code is also a key component of the Planning and Development Vision Statement, and the Core Values to promote the health, safety and general well being of the community as outlined in the City of College Station Strategic Business Plan.

**Budget & Financial Summary:** Funds are budgeted in the fire department budget to cover implementation of this ordinance.

**Attachments:**

1. Ordinance Chapter Six (Fire Protection) - Exhibit "A " on file in the City Secretary's Office.

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

AN ORDINANCE AMENDING CHAPTER 6, "FIRE PROTECTION", 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 6, "Fire Protection", 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

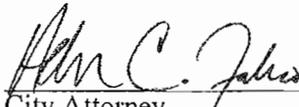
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 6, "Fire Protection", Section 1, "Fire Prevention Code", of the Code of Ordinances of the City of College Station, Texas, is hereby replaced in its entirety, as set out hereafter to read as follows:

**SECTION 1: FIRE PREVENTION CODE****A. INTERNATIONAL FIRE CODE ADOPTED**

- (1) The 2009 edition of the International Fire Code, including Appendix Chapters B, C, D, E, F, G, H, I and J as published by the International Code Council. Said Code is hereby adopted to the same extent as though such Code were copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.
- (2) The Life Safety Code Handbook, specifically the 2009 Edition published by the National Fire Protection Association, a copy of which is on file in the office of the City Secretary of the City of College Station, Texas, is hereby adopted and designated as the life safety code of the City of College Station. Said code is adopted to the same extent as though such code was copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.

**B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE**

The International Fire Code, as referred to above is hereby amended as follows:

- (1) Section 101 (General) is amended by adding Section 101.6 to read as follows:  
Section 101.6 (Emergency Vehicle Egress):  
No part of any commercial structure will be located outside the limits of a one hundred fifty foot (150') arc from a point where fire apparatus can operate. Fire apparatus will operate on surfaces designed for such and may utilize public right-of-way, approved fire lanes and/or drive access ways to meet this one hundred and fifty foot limit but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences, through ditches or across paved areas which are not designed and maintained as fire lanes".
- (2) Section 108 is amended by deleting the section in its entirety.
- (3) Section 109.3 (Violation Penalties) is amended by deleting the section in its entirety and replacing with the following:  
Section 109.3 (Violation Penalties)  
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine as described in Chapter 1 section 5 of the College Station Code of Ordinances.
- (4) Section 202 (General Definitions) is amended by adding "Tutorial Services" under the definition of "Occupancy Classification Assembly Group A-3".
- (5) Section 308.1.4 (Open Flame Cooking Devices) is amended by deleting exception 2 & 3.
- (6) Section 501.4 (Timing of Installation) is amended by adding the following text at the end of the section: "There shall be no combustible, flammable or ignitable materials placed on

site, lot or subdivision where waterlines, fire hydrants and/or all weather access roads capable of supporting emergency vehicles with an imposed load of at least 75,000 pounds as required by this code or other adopted code or ordinances are completed, accepted and inservice."

- (7) Section 503.2.1 (Dimensions) is amended by replacing "13 feet 6 inches" with "14 feet".
- (8) Section 503.2.5 (Dead Ends) is amended by replacing "150 feet" with "100 feet".
- (9) Section 503.3 (Marking) is amended by deleting the section in its entirety and replacing with the following:

Section 503.3 (Marking)

The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by engineering shall mark and maintain said fire lanes in the following manner:

All curbs and curb ends shall be painted red with four inch (4") white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE". Wording may not be spaced more than fifteen feet (15') apart.

In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option #1: A sign twelve inches (12") wide and eighteen inches (18") in height shall be mounted in a conspicuous location at each entrance to the property. (See Diagram No. 1 for specifications on colors and lettering.)

Option #2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous eight inch (8") red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red. Red stripes and curbs will contain the wording "FIRE LANE - NO PARKING- TOW AWAY ZONE", painted in four inch (4") white letters. ("Figure A" in Ordinance No 1630 illustrates striping on drive surface behind parking spaces.)

In those cases where curb markings are not possible or where signs would in the Fire Official's opinion work more effectively, the Fire Marshal may require signs in lieu of curb markings.

The use of the color red to mark or stripe any curb or parking area (other than fire lanes) is prohibited within the City of College Station."

- (10). Section 503 is amended by adding Sections 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs), 503.3.2 (Destruction of Fire Lane and Tow-Away Signs), 503.3.3 (Abandonment or Closing) and 503.3.4 (Authority Under Emergency Conditions) to read as follows:

503.3.1 (Fire Lane Signs; Tow-Away Zone Signs)

The owner, manager, or person in charge of any building to which fire lanes have been approved by the Engineering Division shall post and maintain appropriate signs in conspicuous places along such fire lanes stating "No Parking - Fire Lane". Such signs shall be twelve inches (12") wide and eighteen inches (18") high, with a companion sign twelve inches (12") wide and six inches (6") high stating "Tow-Away Zone".

Any "No Parking - Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and border in red. Drawings and samples of such signs may be obtained from the Fire Department of the City of College Station. Standards for mounting, including but not limited to, the height above the grade at which such signs are to be mounted, shall be as adopted by the Fire Official of College Station.

Section 503.3.2 (Destruction of Fire Lane or Tow-Away Signs)

It is hereby unlawful for any person without lawful authority to attempt or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.3 (Abandonment or Closing)

No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the Fire Official of the City of College Station.

Section 503.3.4 (Authority Under Emergency Conditions)

The Fire Marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

- (11). Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended by deleting the section in its entirety and replacing with the following:

Section 503.4 (Obstruction of Fire Apparatus Access Roads)

No person shall park, place, allow, permit, or cause to be parked, placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

- (12). Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.4.1 (Obstructing Fire Lanes) and 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions) to read as follows:

Section 503.4.1 (Obstructing Fire Lanes)

Any motor vehicle, trailer, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

The records of the State Highway Department or the County Highway License Department showing the name of the person to whom the Texas highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Section 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions)

The Fire Official or any member of the Fire Department designated by the Fire Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense.

No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the Municipal Court for any provision by the redemption of the obstruction from the storage facility."

- (13). Section 505.1 (Address Numbers) is amended by deleting the section in its entirety and replacing with the following:

Section 505.1 (Address Numbers)

An official building number placed pursuant to this ordinance must be at least four inches (4") high, and have at least a one-half inch (1/2") stroke in the main body of the number,

and be composed of a durable material and of a color which provides a contrast to the background. The number shall be mounted a minimum of thirty-six inches (36") and a maximum of thirty feet (30') in height measured from ground level. Buildings located more than fifty feet (50') from the curb of a street shall have numbers at least five inches (5") in height. For the purpose of this ordinance, durable materials for use in numbering shall include, but not be limited to wood, plastic, metal, weather-resistant paint, weather-resistant vinyl, or weather-resistant numbers designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing two inch (2") high numbers on both sides of a U.S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four inches (4") in height.

- (14) Section 505 (Premise Identification) is amended by adding Sections 505.1.1 (Building Complex Identification), 505.1.2 (Rear Access Identification), 505.1.3 (Alley Premise Identification) and 505.1.4 (Building Complex Diagrams) to read as follows:

505.1.1 (Building Complex Identification)

A building complex composed of multiple structures shall have an official suite/unit number assigned to each building as well as a street address number. If there is sufficient street frontage, each unit or building may be assigned a separate official street address number. The official street address number of each structure as designated by the Building Official must be prominently posted on the building so that it is visible from the nearest public street. Each number designated by the Building Official for each individual suite/unit must be conspicuously posted on the suite/unit.

505.1.2 (Rear Access Identification)

Commercial buildings with rear access shall also display the business name and designated street address and suite/unit number on the rear access door.

505.1.3 (Alley Premise Identification)

Residential structures that provide for rear vehicular access from a dedicated public alley shall conspicuously post the designated numbers that comply with the size requirements above so that it is visible to the alley.

505.1.4 (Building Complex Diagrams)

The owner of a building complex which contains an enclosed shopping mall shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Official of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager of structure shall so advise the Fire Official in writing of the change.

- (15) Section 507.5.1 (Where Required) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.1 (Where Required)

Public fire hydrants of the City of College Station standard design shall be installed as part of the water distribution system for subdivisions and/or site developments. The Engineering Division shall approve the appropriate hydrant locations accessible to fire fighting apparatus and within the maximum distances described in the following sections:

- (16) Section 507.5.2 (Inspection, Testing and Maintenance) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.2 (Inspection, Testing and Maintenance)

Public fire hydrants shall be installed in single-family and duplex districts zoned R-1, R-1A and R-2 at such locations that no part of any structure shall be more than five hundred feet (500') from a fire hydrant as measured along the right-of-way of a public street as the fire hose is laid off the fire truck.

- (17) Section 507.5.3 (Private Fire Service Mains and Water Tanks) is amended by deleting the section in its entirety and replacing with the following:

Section 507.5.3 (Private Fire Service Mains and Water Tanks)

Private fire hydrants shall be installed in districts other than single-family and duplex districts zoned R-1, R-1A or R-2 at such locations that no part of any structure, aboveground tanks or fueling stations, shall be more than three hundred feet (300') from a fire hydrant as measured along the right-of-way of a public street or along an approved fire lane as the fire hose is laid off the fire truck.

- (18) Section 903.2 (Where required) is amended by adding the following text at the end of the section:

In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

1. Where the total building area exceeds 12,000 square feet in area.
2. Where the height exceeds two stories, regardless of area.

- (19) Section 903.2.4 (Group F-1) is amended by deleting item #3.
- (20) Section 903.2.7 (Group M) #2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting #3 in its entirety.
- (21) Section 903.2.8 (Group R) is amended by deleting the section in its entirety.
- (22) Section 903.2.9 (Group S-1) is amended by deleting items #2 and #3.
- (23) Section 907.6.2.3.2 (Employee work areas) is amended by deleting the section in its entirety and replacing with the following:
- Section 907.6.2.3.2 (Employee work areas)  
Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification."
- (24) Section 2204.1 (Supervision of Dispensing) is amended by deleting the section in its entirety and replacing with the following:
- Section 2204.1 (Supervision of Dispensing)  
The dispensing of flammable or combustible liquids into the fuel tank of a vehicle or into an approved container shall be under the supervision of a qualified attendant except service stations not open to the public. Such stations may be used by commercial, industrial governmental or manufacturing establishments for fueling vehicles in connection with their business."
- (26) Section 2204.3 (Unattended Self-Service Motor Fuel Dispensing Facilities) is amended by deleting the section in its entirety.
- (27) Section 2204.3.1 (General) is amended by deleting the section in its entirety.
- (28) Section 2204.3.2 (Dispensers) is amended by deleting the section in its entirety.
- (29) Section 2204.3.3 (Emergency Controls) is amended by deleting the section in its entirety.
- (30) Section 2204.3.4 (Operating Instructions) is amended by deleting the section in its entirety.
- (31) Section 2204.3.5 (Emergency Procedures) is amended by deleting the section in its entirety.
- (32) Section 2204.3.6 (Communications) is amended by deleting the section in its entirety.
- (33) Section 2204.3.7 (Quantity Limits) is amended by deleting the section in its entirety.

- (34) Section 3406.6.1.2 (Leaving Vehicle Unattended) is amended by deleting the section in its entirety and replacing with the following:

Section 3406.6.1.2 (Leaving Vehicle Unattended)

At no time while discharging flammable, combustible or ignitable liquids shall the driver or operator be out of sight and reach of the discharge valves. If at any time while discharging flammable, combustible or ignitable liquids, the driver or operator must leave the vehicle for any reason, he or she shall shut down all valves until his or her return and shall be totally responsible for any and all spillage. When the delivery hose is attached to the vehicle it is presumed to be discharging flammable, combustible or ignitable liquids.

- (35) Section 4603 (Fire Safety Requirements for Existing Buildings) is amended by deleting this section in its entirety.
- (36) Appendix D Section D103.4 (Dead Ends) and Table D103.4 are amended by replacing "150 feet" with "100 feet".

C. AMENDMENTS TO NFPA LIFE SAFETY CODE:

- (1) Section 24.3.5.1 is amended by deleting the section in its entirety.
- (2) Section 43.6.4.1 is amended by deleting this section in its entirety and replacing with the following:
- Section 43.6.4.1  
In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.
- (3) Section 43.6.4.2 is amended by deleting the section in its entirety.
- (4) Section 43.6.4.4 is amended by replacing "up to and including the highest rehabilitation work area floor" with "highest floor".

## SECTION 2: FIRE LIMITS

A. AREA LIMITS DESCRIBED

The fire limits referenced in any code or ordinance adopted by the City of College Station shall be construed to be the following described area.

- (1) (a) Beginning at the south corner of Farm Highway No. 60 and Old Highway No. 6, Block 8 Boyett Addition;
- Thence northeast along center of Farm Highway No. 60 through Blocks 8,1, and 2 to east corner of Tauber Street and Farm Highway No. 60;
- Thence northwest approximately one hundred eighty-nine feet (189');
- Thence southwest to east corner of Block 1, Lot 21, to corner of Main and Patricia Streets;
- Thence northwest approximately fifty feet (50');
- Thence southwest approximately one hundred ninety feet (190') which includes Lots 21 to 26 inclusive, also Block 1, Boyett Addition;
- Thence northwest approximately one hundred fifty feet (150') to the Church Avenue;

Thence southwest approximately fifty-two feet (52') to Patricia Street which includes Lots 18 to 27 and 28, Block 1, Boyett Addition;

Thence southwest on Patricia Street to Old Highway No. 6;

Thence southeast approximately two hundred feet (200') along center of Old Highway No. 6 to the place of beginning.

(b) Save and except the area described as follows:

Beginning at the intersection of the northwest right-of-way line of the University Drive and the northeast right-of-way line of Boyett Street;

Thence northwest along the northeast right-of-way line of Boyett Street to the southeast right-of-way line of Patricia Street.

Thence northeast along the southeast right-of-way line of Patricia Street approximately two hundred thirty-five feet (235');

Thence southeast through Lot. No. 11, Block No. 1, Boyett addition, twenty-five feet (25') from and parallel to the line between Lot No. 11 and Lot No. 12 to the northwest right-of-way line of University Drive;

Thence southwest along the northwest right-of-way line of University Drive to the place of beginning and being all of Lot No. 13, all of Lot No. 12, and the southwest twenty-five feet (25') of Lot No. 11, Block No. 1, Boyett Addition.

(2) Beginning at the corner of George Bush Drive and Montclair Street, Block 8, West Park Addition;

Thence southwest along centerline to Highlands Street, which includes Lots 1 to 13 inclusive;

Thence southeast along centerline of Highlands Street, one hundred feet (100') to alley;

Thence northeast to east corner of Lot No. 1, Block No. 8, Montclair Avenue;

Thence northwest one hundred feet (100') to place of beginning.

**B. FIRE MARSHAL TO INVESTIGATE ALL FIRE**

The Fire Marshal shall investigate the cause, origin, and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall begin within twenty-four (24 ) hours, not including Sunday, of the occurrence of such fire. The Fire Marshal shall keep in his office a record of all fires together with all facts, statistics, and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this section.

**C. FIRE MARSHAL TO TAKE TESTIMONY AND FURNISH EVIDENCE**

The Fire Marshal, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing; and if he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with such fire, he shall cause such person to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

D. MARSHAL TO SUMMON WITNESSES

The Fire Marshal shall have the power to summons witnesses before him to testify in relation to any matter which is by the provisions of this section a subject of inquiry and investigation, and may require the production of any book, paper, or document deemed pertinent thereto. The said Fire Marshal is hereby authorized and empowered to administer oaths and affirm to any persons appearing as witnesses before him.

E. UNLAWFUL TO DISOBEY ANY LAWFUL ORDER OF FIRE MARSHAL

Any witness who refuses to be sworn, or who refuses to appear to testify, or who disobeys any lawful order of said Fire Marshal, or who fails or refuses to produce any book, paper, or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the Fire Marshal in the matter of said investigation or inquiry, after being summonsed to give testimony in relation to any matter under investigation as aforesaid, shall be deemed guilty of a misdemeanor; and it shall be the duty of the Fire Marshal to cause all such offenders to be prosecuted. Provided, however, that any person so convicted shall have the right of appeal. Upon conviction, such person shall be punished in accordance with Chapter 1, Section 5 of this Code of Ordinances.

F. INVESTIGATIONS BY FIRE MARSHAL MAY BE PRIVATE

All investigations held by or under the direction of the Fire Marshal may, in his discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

G. FIRE MARSHAL MAY ENTER BUILDINGS WHERE FIRE HAS OCCURRED

The Fire Marshal shall have the authority at all times of day or night, when necessary, in the performance to the duties imposed upon him by the provisions of this section, to enter upon and examine any building and premises adjoining or near the same, which authority shall be exercised only with reason and good discretion.

H. FIRE MARSHAL TO MAKE PERIODIC INSPECTIONS AND REPORTS, AGGRIEVED PERSONS MAY APPEAL

The Fire Marshal, upon complaint of any person having an interest in any building or property adjacent and without any complaint, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within the city, and it shall be his duty, to enter upon and make or cause to be entered and made, a thorough examination of all mercantile, manufacturing, and public buildings, together with the premises belonging thereto. Whenever he shall find any building or other structure which, for want of repair, or by reason of age, or dilapidated condition, or for any cause, is especially liable to fire, he shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of said building or premises. Provided, however, that if said owner or occupant deems himself aggrieved by such order, he may, within five (5) days, appeal to the Construction Board of Adjustments and Appeals, who shall investigate the cause of the complaint and unless by his authority the order is revoked, such order shall remain in force and be forth with complied with by said owner or occupant.

I. UNLAWFUL TO MAINTAIN FIRE HAZARDS

Any owner or occupant of a building or other structure or premises, who shall keep or maintain the same when, for want of repair, or by reason of age or dilapidated condition, or for any cause, it is especially liable to fire and which is so situated as to endanger buildings or property of others, or is especially liable to fire and which is so occupied that fire would endanger other persons or their property therein, shall, upon conviction, be punished in accordance with Chapter 1, Section 5 of this Code of Ordinances.

J. OWNERS WHO MAINTAIN HAZARDS GUILTY OF MISDEMEANOR

Any owner or occupant of any building, structure, or other premises, who shall keep or maintain the same with an improper arrangement of a stove, range, furnace, or other heating appliance of any kind whatever, including chimneys, flues, and pipes with which the same may be connected so as to be dangerous in the matter of fire, or health, or safety of persons or property of others; or who shall keep or maintain any building, other structure, or premises with any improper arrangement of a lighting device or system, or with a storage of explosives, petroleum, gasoline, kerosene, chemicals, vegetable products, ashes, combustibles, inflammable materials, refuse, or with any other condition which shall be dangerous in character to the persons, health, or property of others; or which shall be dangerous in the matter of promoting, augmenting, or causing fires; or which shall create conditions dangerous to firemen or occupants of such building, structure, or premises other than the maintainer thereof, shall be punished in accordance with Chapter 1, Section 5 of this Code of Ordinances.

K. VIOLATORS TO BE NOTIFIED BEFORE PROSECUTION

No prosecution shall be brought under Subsections I and J of this section until the order provided for in Subsection H be given and the party notified shall fail or refuse to comply with the same.

L. RECOVERY OF PENALTIES

The penalties provided for herein shall be recovered by the City in the same manner as provided by law for the enforcement of fines, forfeitures, and punishments for offenses against the city.

**SECTION 3: ARSON REWARD**

**A. AMOUNT AUTHORIZED**

The Mayor of the City of College Station is hereby authorized and empowered to offer a reward of not less than Two Hundred Fifty Dollars (\$250.00) payable to the person or persons who shall be responsible for the arrest and conviction of any person committing in said city the crime of arson as same is defined by the Penal Code of the State of Texas.

**B. PROCEDURE FOR PAYMENT**

Whenever the Mayor shall be informed that any fire occurring in said city was of an incendiary origin, he shall call for a report of same by the City Fire Marshal, and if said Fire Marshal shall report that such fire was caused by the commission of the crime of arson, it shall become the duty of said Mayor to offer the reward above described, which reward shall be in the form of a proclamation duly issued by said Mayor under his official signature and attested by the seal of the city, and shall be posted up in a conspicuous place, one (1) of which shall be at the city office in said city in accordance with the regulations of the Texas Fire Insurance Department. Upon the information being given by any person who shall cause the arrest and conviction of such persons so guilty of a specific crime of arson for which said reward shall be offered, and after the indictment of said person or persons, the person so giving such information shall be entitled to receive from said city such reward.

(Ordinance No. 2529 of November 1, 2001)

**December 10, 2009**  
**Regular Agenda Item No. 3**  
**UDO Amendment – Landscaping & Tree Protection**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance", Section 7.5 "Landscaping and Tree Protection" of the Code of Ordinances of the City of College Station, Texas and discussion of riparian area protection.

**Recommendation(s):** The Planning and Zoning Commission considered this item at their November 19<sup>th</sup> meeting and recommended approval (6-0) with amendments that have been incorporated into the version of the Ordinance under consideration.

**Summary:** At the direction of the City Council, Staff was asked to bring forth a tree preservation ordinance. Guidance to the contents and extent of this ordinance was provided by Council at their November 5, 2008 and April 23, 2009 Workshop meetings. Further consideration and guidance was provided during the public hearing at Council's Workshop meeting on May 19, 2009.

The proposed amendment would require that new single-family and townhouse lots plant two (2) trees of two (2) inch caliper or larger in the front yard. Acceptable tree species for planting include those species listed on the City's Tree Planting List. Currently, new single-family lots are exempt from the requirements of Section 7.5 of the Unified Development Ordinance and as such are not required to plant any trees.

Two additional changes are proposed with the amendment, including providing a greater point credit for trees that are designated to be preserved and barricaded during development and an additional point credit for landscape plans prepared by qualified landscape professionals. Currently, all duplex, multi-family, and non-residential developments are required to meet the landscaping requirements of Section 7.5, which includes minimum landscaping point requirements.

Staff held several stakeholder meetings, with the last meeting taking place on November 2, 2009. At the meeting members of the Homebuilder's Association, Brazos Land and Development Forum and local residents were asked to give feedback on the proposed ordinance. In general, feedback from developers was favorable toward the proposed ordinance with a few citizens expressing concern over the lack of preservation requirements.

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

**Attachments:**

1. Ordinance
2. Draft Minutes

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 7.5 "LANDSCAPING AND TREE PROTECTION" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance", Section 7.5, " Landscaping and Tree Protection", 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: Should any part of this ordinance be held illegal or invalid for any reason, the holding shall not affect the remaining sections or portion of sections or provisions of this ordinance.
- 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 10th day of December, 2009.

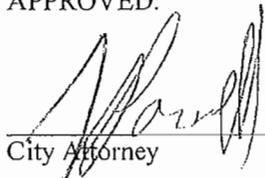
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Section 7.5 "Landscaping and Tree Protection" of Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

**7.5 Landscaping and Tree Protection****A. Purpose and Intent**

The purpose and intent of this Section is to regulate the manner in which land in the City is used and developed, to minimize adverse effects on surrounding property owners or the general public, and ensure that high quality development is maintained throughout the community.

For the purpose of landscaping, College Station, Texas falls within Zone 8 of the United States Department of Agriculture (USDA) Hardiness Zone Map. Also, dwarf plants will not be allowed in required screening or buffer areas.

**B. Application of Section**

The landscaping requirements of this Section apply to all land located in the City of College Station proposed for site development with the exception of those zoned NG-1, NG-2, and NG-3. The requirements also do not apply to single-family, duplex, or townhouse uses, except as follows:

1. The requirements of this Section have limited application to properties developed for duplexes, as follows:
  - a. A minimum of 200 points of landscaping as calculated in this Section shall be provided for each new duplex unit;
  - b. Where parking is provided in the front yard, an eight-foot landscaped setback shall be required between the property line and the nearest side of the parking pad. This eight-foot setback area must be landscaped and contain a three-foot high screen consisting of a continuous berm, hedge, or wall. In addition, an eight-foot landscaped setback shall be required between the dwelling unit and the nearest side of the parking pad; and
  - c. The maintenance and completion requirements of this Section also apply to duplex uses. Every development must employ an irrigation system. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
2. The requirements of this Section have limited application to properties developed for single-family and townhouse uses, as follows:
  - a. A minimum of two (2) trees of two inches (2") in caliper or larger shall be planted in the front yard of each new single-family and townhouse lot;
  - b. The landscaping requirements of this Section shall apply to manufactured home parks, but not to individual manufactured homes on separate lots.
3. All landscaping/streetscaping requirements under this Section shall run with the land once the development has begun and shall apply against any owner or subsequent owner.
4. The landscaping requirements of this Section apply to all unsubdivided property, improved subdivided lots and to other improved lands where buildings or structures are being added or replaced within the City.
5. Each phase of a multi-phase project shall comply with this Section.

- 6. All plantings must be in accordance with the College Station Plant List, or as deemed appropriate by the USDA for Zone 8 in their Hardiness Zone Map. The plant list is approved and amended as needed by the Administrator.

**C. Landscaping Requirements**

- 1. The landscaping requirements shall be determined on a point basis as follows:
  - a. Minimum Landscape Points required: 30 points per 1,000 square feet of site area;
  - b. The minimum total number of points for any development is 800 points;
  - c. Undeveloped floodplains may be removed from site size calculations; in such case, existing trees within that floodplain shall not be claimed for points; and
  - d. Projects may be phased with the phase lines being drawn 20 feet beyond any new site amenity. The portion left for subsequent phases shall be of developable size and quality.
- 2. Point values will be awarded for any type of canopy tree, non-canopy tree, or shrub, except for those listed on the Non-Point Tree List as prepared by the Administrator. All caliper measurements shall be twelve inches (12") above grade.
  - a. Landscaping points are accrued as follows:

<b>Plant Material Point Values</b>		
Plant Material	Points Accrued (per Plant)	Installed Size Caliper (Inches)
<b>New Plantings</b>		
Canopy Tree	75	1.5 to 2
	150	2.1 to 3.4
	300	3.5 and larger
Non-canopy Tree	40	1.25 and larger
Shrubs	10	Min. 5 gallon
Shrubs, not for screening	1	Min. 1 gallon
<b>Existing Trees with no Barricade Protection Area</b>		
Canopy Tree	40	4 to 14.5
Non-canopy Tree	35	2 and larger
<b>Existing Trees Within Barricade Protection Area</b>		
Canopy Tree	400	Between 4 and 8
	500	8 and larger
Non-canopy Tree	150	Between 2 and 4
	200	4 and larger

- b. To receive landscape points for existing trees, all existing trees must be in good form and condition and reasonably free of damage by insects and/or disease.
- c. To receive additional points for barricaded trees, such trees must be barricaded to the dripline of the tree. A barricade detail must be provided on the landscape plan. Barricades must be in place prior to any activity on the property including, but not limited to, grading. If the required barricades are

not in place prior to any activity and maintained during construction, barricaded points will be forfeited.

3. One hundred percent coverage of groundcover, decorative paving, decorative rock, or a perennial grass is required in parking lot islands, swales and drainage areas, and the parking lot setback unless otherwise landscaped or existing plants are preserved. One hundred percent coverage of groundcover or perennial grass is also required in all unpaved portions of street or highway right-of-way or on adjacent property that has been disturbed during construction. If grass is to be used for groundcover, 100% live grass groundcover is required whether by solid sod overlay or pre-planting and successful takeover of grasses. No point value shall be awarded for ground cover.
4. Every project must expend a minimum of 50% of its point total on canopy trees.
5. For existing plantings, the Administrator may require a health appraisal.
6. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs may be permitted as the Administrator deems appropriate.
7. **Additional Point Credits**  
The following additional point credits will apply to the total landscaping point requirement:
  - a. A 10 percent point credit will be awarded where the irrigation system employed is a recognized water-conserving system.
  - b. A 10 percent point credit will be awarded if 25 percent or more of parking area consists of enhanced paving.
  - c. A 10 percent point credit will be awarded for every 1% of site area devoted to special facilities including water features, public art, or other public features determined by the Administrator.
  - d. A 10 percent point credit will be awarded for landscape plans that are prepared by a landscape architect registered in Texas, an International Society of Arboriculture (ISA) certified arborist or other professional as deemed appropriate by the Administrator.
8. All landscape materials shall be installed in accordance with the current planting procedures established by the most recent addition of *The American Standard for Nursery Stock*, as published by the American Association of Nurserymen.
9. Landscaping must be reasonably dispersed throughout all visible areas of the site.

#### **D. Streetscape Requirements**

1. The streetscaping requirements shall be determined along all major arterials, freeways, and expressways as follows:
  - a. Within 50 feet of the property line along the street, one canopy tree for every 25 linear feet of frontage shall be installed. Two non-canopy trees may be substituted for each one canopy tree;
  - b. Canopy and non-canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired; and
  - c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.
2. The streetscaping requirements shall be determined along all other roadways by the following:

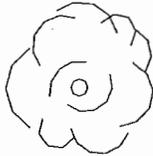
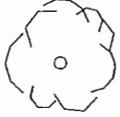
- a. Within 50 feet of the property line along the street, one canopy tree for every 32 feet of frontage shall be installed. Two non-canopy trees may be substituted for one canopy tree;
  - b. Canopy and non-canopy trees must be selected from the Administrator's Streetscape Plant List and may be grouped as desired; and
  - c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.
3. Three hundred additional landscape points shall be required for every 50 linear feet of frontage on a right-of-way. Driveway openings, visibility triangles, and other traffic control areas may be subtracted from total frontage. The additional landscape points can be dispersed throughout the site.
  4. Driveways and areas located within a required visibility triangle shall be excluded from the streetscape requirements in paragraphs 1, 2, and 3 above.
  5. Parking areas adjacent to a right-of-way shall be screened from the right-of-way. Screening is required along 100 percent of the street frontage (such as 10 shrubs for every 30 linear feet of frontage), with the exception of areas within the visibility triangle. Screening may be accomplished using plantings, berms, structural elements, or combinations thereof, and must be a minimum of three feet above the parking lot pavement elevation. Walls and planting strips shall be located at least two feet from any parking area. Where the street and the adjacent site are at different elevations, the Administrator may alter the height of the screening to ensure adequate screening. Fifty percent of all shrubs used for screening shall be evergreen.
  6. Dumpsters, concrete retaining walls where more than six vertical inches of untreated concrete are visible, off-street loading areas, utility connections, and any other site characteristics that could be considered visually offensive must be adequately screened.

**E. Landscape/Streetscape Plan Requirements**

When a Landscape/Streetscape Plan is required, the landscape/streetscape plan shall contain the following:

1. The location of existing property lines and dimensions of the tract;
2. A north arrow and scale;
3. Topographic information and final grading adequate to identify and properly specify planting for areas needing slope protection;
4. Location and dimensions of existing and proposed structures, parking lots and drives, sidewalks, refuse disposal areas, fences, and other features as determined necessary by the Administrator;
5. Location, size, spread, type, and quantity of all proposed landscaping and screening materials, along with common and botanical names;
6. The location of existing and proposed utilities and all easements on or adjacent to the lot;
7. An indication of adjacent land uses, existing development and roadways;
8. An irrigation system plan or a general note indicating that an irrigation system to service all new plantings will be installed by a certified installer before a certificate of occupancy will be issued; and
9. **Landscape information**
  - a. Landscape points required for site and calculations shown in the landscape legend.

- b. A legend showing the size, type (canopy, non-canopy, shrub) and points claimed for proposed landscaping.
- c. Location of landscape plants on plan identified by a symbol defined in a landscape legend (see sample legend below).

City of College Station SAMPLE LEGEND LANDSCAPING POINT CALCULATIONS					
SYMBOL	SIZE	NAME & TYPE	QUANTITY	POINT VALUE	POINT
	8" AND LARGER EXISTING WBARRICADE	LIVE OAK TREE (Quercus Virginiana) Canopy tree	2	300	600
	4" TO 8" EXISTING WBARRICADE	LIVE OAK TREE (Quercus Virginiana) Canopy tree	13	200	2600
	2" TO 14.5" CALIPER EXISTING W/O BARRICADE	LIVE OAK TREE (Quercus Virginiana) Canopy tree	8	35	280
	1.25" CALIPER AND LARGER	TREE CREPE MYRTLE (Lagerstroemia indica) Non-canopy tree	6 (NEW)	40	240
	5 GAL	WAX LEAF LIGUSTRUM (Ligustrum texanum) Shrub	46 (NEW)	10	460
NOTE: Symbols are for reference. Any symbols used must be distinguishable at any scale.					
BARRICADE FOR INDICATED TREES TO BE CONSTRUCTED WITH 48" HIGH ORANGE PLASTIC CONSTRUCTION NETTING AND SECURED TO STEEL T-POSTS. BARRICADE TO BE PLACED IN A CIRCLE AROUND INDICATED TREES A RADIAL DISTANCE OF 1' FOR EVERY 1" CALIPER OF TREE. BARRICADE MUST BE IN PLACE PRIOR TO ANY DEVELOPMENT ACTIVITY AS WELL AS THROUGHOUT THE CONSTRUCTION PROCESS.					
<p>STREETSCAPE:  <math>(136.57' / 50) \times 300 \text{ PTS} = 820 \text{ PTS}</math>  <math>(136.57' / 25) = 6 \text{ CANOPY TREES}</math></p> <p>POINTS PER PROJECT AREA:                  26,416.3 SQUARE FEET OF SITE AREA  <math>26,416.3 / 1,000 = 26.42</math>  <math>26.42 \times 30 = 792.6 = 793 \text{ POINTS}</math></p> <p style="text-align: right;">TOTAL POINTS PROPOSED: 4,180</p>					
TOTAL POINTS REQUIRED: 1,613					

1. **Streetscape Information**
  - a. Streetscape points required for site and calculations shown.
  - b. A table showing the scientific and common plant names, size, type (canopy, non-canopy, and shrub), and points claimed for proposed streetscaping.
  - c. Location of streetscape plants on plan identified by a symbol defined in a landscape legend (see sample legend above).
2. The location and diameter of protected existing trees claimed for either landscape or streetscape requirements, and an indication of how the applicant plans to barricade the existing trees from damage during construction. Barricading shall be

subject to the following requirements:

- a. Prior to land development or redevelopment, or any construction thereof, the developer shall clearly mark all qualifying and significant trees to be preserved;
- b. The developer shall erect a fence around each tree or group of trees to prohibit the placement of debris or fill, or the parking of vehicles within the drip line of any qualifying or significant tree;
- c. During construction, the developer shall prohibit the cleaning of equipment or materials within the drip line of any tree or group of trees that are protected and required to remain. The developer shall not allow to dispose of any waste material such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, or other harmful liquids or materials within the drip line of any tree or groups of trees that are required to remain;
- d. No attachments or wires of any kind shall be attached to any tree, except those used to stabilize or protect such tree;
- e. With grade changes in excess of six inches, a retaining wall or tree well of rock or brick shall be constructed around the tree not closer than one-half the distance between the trunk and the drip line. The mid-point of the retaining wall shall be constructed at the new grade. Grade changes greater than one inch may not be made without the prior approval of the Administrator; and,
- f. All vegetation must be planted in accordance with the visibility triangle referenced in Section 7.1.C, Visibility at Intersections in all Districts.

**F. Maintenance and Changes**

1. Landscaping/Streetscaping shall be maintained and preserved in accordance with the approved Landscape/Streetscape Plan. Replacement of landscaping/streetscaping must occur within 45 days of notification by the Administrator. Replacement material must be of similar character and the same or higher point total as the dead or removed landscaping. Failure to replace dead or removed landscaping, as required by the Administrator, shall constitute a violation of this Section of the UDO for which the penalty provision may be invoked.
2. **Landscaping/Streetscaping Changes to Existing Sites**
  - a. If changes constituting 25 percent or more of the number of canopy and non-canopy trees are proposed, a revised Landscape/Streetscape Plan must be submitted for approval and is required to comply with this Section. Planting must occur pursuant to this approved landscape/streetscape plan within 45 days.
  - b. Revised Landscape/Streetscape Plans shall meet the requirements of the ordinance in effect at the time of the revised Landscape/ Streetscape Plan submittal.
  - c. The replacement of existing canopy and non-canopy trees must be replaced caliper for caliper, or as determined by the Administrator.

**G. Completion and Extension**

The Administrator shall review all landscaping for completion in compliance with this Section and the approved Landscape/Streetscape Plan. Landscaping/ streetscaping shall be completed in compliance with the approved plan before a Certificate of Occupancy will be issued. However, the applicant may receive an extension of four months from the date of the Certificate of Occupancy upon the approval of an application for extension with a bond or letter of credit in the amount of 150 percent of the landscape/streetscape bid, as well as the irrigation required for the project. Failure to complete the landscaping/ streetscaping according to the approved Landscape/Streetscape Plan at the

expiration of the bond or letter of credit shall constitute forfeiting the bond or cashing of the letter of credit. Also, failure to complete the approved landscaping/streetscaping shall constitute a violation of this UDO.

**H. Review and Approval**

Landscape/Streetscape Plans shall be reviewed and approved by the Administrator.

**I. Parking, Storage, or Display**

No parking, storage, or display of vehicles or merchandise shall be allowed in the required landscape/streetscape areas or on required parking islands.

**J. Alternative Compliance Permitted**

Variations to the requirements of this Section may be approved if the landscape/streetscape plan is sealed by a registered landscape architect and approved by the Administrator. Such plans must show reasonable evidence that the requirements as set forth in this Section were used as a guide.

**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**November 19, 2009, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Acting Chairman Scott Shafer, Tom Woodfin, Paul Greer, Doug Slack, Mike Ashfield, and Hugh Stearns

**COMMISSIONERS ABSENT:** Chairman John Nichols

**CITY COUNCIL MEMBERS PRESENT:** John Crompton

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Lauren Hovde, and Matt Robinson, Graduate Civil Engineer Erika Bridges, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Greenways Program Manager Venessa Garza, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Acting Chairman Scott Shafer called the meeting to order at 7:02 p.m.

**Regular Agenda**

2. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

3. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance Section 7.5 Landscaping and Tree Protection to add additional standards and a public hearing, presentation, possible action, and discussion regarding a riparian protection program. **Case #08-00500157 (MR)**

Staff Planner Matt Robinson presented the ordinance amendment and stated that it would require that new single-family and townhouse lots plant two trees of two-inch caliper or larger in the front yard. He stated that two additional changes are proposed with the amendment which includes providing a greater point credit for trees that are designated to be preserved or barricaded during development and an additional point credit for landscape plans prepared by qualified landscape professionals.

There was general discussion regarding the ordinance amendment.

Acting Chairman Scott Shafer opened the public hearing.

Sherry Ellison, 2705 Brookway, College Station, stated that she is glad that more points would be given for barricaded trees, but was disappointed that the ordinance amendment had changed from what it was originally supposed to be.

Acting Chairman Scott Shafer closed the public hearing.

Commissioner Stearns and Woodfin stated that they were disappointed that the ordinance wasn't as strong as it was initially proposed.

**Commissioner Greer motioned to recommend approval of the ordinance amendment with the condition that the tree list be reviewed annually by a registered botanist or horticulturist and the barrier regulation change from being based on caliper size to the drip line of the canopy. Commissioner Slack seconded the motion, motion passed (5-0-1). Commissioner Woodfin recused himself from the vote because he is a registered landscape architect.**

Greenways Program Manager Venessa Garza gave a presentation regarding the riparian protection program.

There was general discussion regarding the program, but no action was taken.

4. Discussion and possible action on future agenda items – A Planning and Zoning Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

There was no discussion.

5. Adjourn.

**Commissioner Stearns motioned to adjourn the meeting. Commissioner Slack seconded the motion, motion passed (6-0).**

The meeting was adjourned at 10:30 p.m.

**Approved:**

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John Nichols, Chairman  
Planning and Zoning Commission

**Attest:**

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Brittany Caldwell, Admin. Support Specialist  
Planning and Development Services

**December 10, 2009**  
**Regular Agenda Item No. 4**  
**Wolf Pointe Center 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 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 rezoning from C-1 General Commercial to a Planned Development District 1.317 acres located at 300 A Holleman Drive East.

**Recommendation(s):** The Planning & Zoning Commission considered this item at their regular meeting on November 19, 2009 and recommended approval unanimously. Staff also recommended approval.

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

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan designates the subject property and the surrounding area as Urban Mixed Use. Urban Mixed Use is described as a designation for "areas that should have the most intense development activities. These areas will tend to consist exclusively of residential, commercial, and office uses in vertical mixed-use structures." The proposed development includes a vertical mixed use structure along the frontage of Holleman Drive and two multi-family structures located toward the back of the property.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Properties located to the east and west of the subject property are zoned C-1 General Commercial and are developed as office buildings. Properties to the south are zoned R-1 Single-Family Residential and developed as single-family structures. All of the surrounding properties are slated for future Urban Mixed Use development.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD zoning includes the following uses: multi-family residential units, professional offices, retail uses, personal service shops, medical clinics, restaurants and drive-thru facilities. Non-residential uses are proposed to be located on the ground floor of the building fronting on Holleman Drive. Two multi-family structures are proposed at the rear of the property and are not proposed to contain non-residential uses due to lack of visibility.

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 property is currently zoned C-1 General Commercial and takes access from Holleman Drive, a major collector on the Thoroughfare Plan. The properties located to the east and west are also zoned C-1 General Commercial and are currently developed as office uses.
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:** C-1 General Commercial zoned property is generally considered marketable in College Station. New commercial lease space was recently built in the area with the Lofts at Wolf Pen Creek project.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject property is located adjacent to an 8-inch water main which runs along the north side of Holleman Drive. The nearest public sanitary sewer manhole is located approximately 150 feet east of the subject property. Public utility extensions will be required as a part of site development. The subject tract is located in the Wolf Pen Creek Drainage Basin; development of the tract will have to meet the City's Storm Water Design Guideline requirements. The subject tract is not located within a FEMA regulated Special Flood Hazard Area. The subject tract is located adjacent to Holleman Drive (2 Lane Major Collector) and will take access from a recently established cross access easement with the adjacent property off Holleman Drive.

#### **REVIEW OF CONCEPT PLAN**

The following uses are proposed with the PDD zoning: multi-family residential units, professional offices, retail uses, personal services shops, medical clinics, restaurants and drive-thru facilities. Non-residential uses are proposed to be located on the ground floor of the building fronting on Holleman Drive. Two multi-family structures are proposed at the rear of the property and are not proposed to contain non-residential uses due to lack of visibility.

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

"The purpose of the PDD zoning district is to allow the development of this tract to include 4,000 square feet of first floor retail, restaurant, and/or office uses facing Holleman, behind and above which will be multi-family units. There will be approximately 36 units housed in one or multiple structures ranging in height with a maximum of three stories."

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

1. **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**

The applicant is requesting a parking requirement of 1 parking space per bedroom for the residential units and a minimum parking requirement of 1 parking space per 250 square feet of non-residential uses.

2. **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**

The applicant is requesting that no interior parking island be required in side or rear parking areas.

**3. Section 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**

The applicant is requesting that no minimum front setback be required from Holleman Drive to allow the mixed-use structure to be located closer to Holleman Drive. Additionally the applicant is requesting a 15-foot rear setback.

**4. Section 7.1.2 "Single-Family Protection" of the Unified Development Ordinance**

The applicant is requesting that the height of the structures not be limited by the adjacent single-family structures to the south. As designated on the Comprehensive Plan, the future use of the property to the south is also high-density Urban Mixed Use, although the property is currently developed as single-family residential.

**5. Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**

The applicant is requesting that no buffer be required adjacent to the single-family development to the south. As designated on the Comprehensive Plan, the future use of the property to the south is also a high-density Urban Mixed Use.

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

- 1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;** The applicant has proposed a mixed-use development including multi-family units, retail, restaurant and office uses. As designated on the Comprehensive Plan, the subject property and the entire surrounding area is proposed to be high-density Urban Mixed Use in the future. A mixed-use environment potentially allows for residents to shop, dine and work where they live, reducing traffic congestion on nearby streets and encouraging a more walkable environment.
- 2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed concept plan is in general conformity with the policies, goals and objectives of the Comprehensive Plan. The Future Land Use and Character Map calls for Urban Mixed Use, which is what is currently proposed on the concept plan.
- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development includes a vertical mixed-use structure on the front of the property adjacent to Holleman Drive and multi-family structures toward the rear of the property. Properties to the east and west are currently developed as office uses and are generally compatible with the proposed development. Properties to the south are currently developed as single-family uses. The applicant has proposed to exclude non-residential uses adjacent the existing single-family. Properties to the south are designated on the Comprehensive Plan for future high-density Urban Mixed Use.
- 4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** All dwelling units will have access to a public street.

5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development includes a provision for public sidewalks along Holleman Drive.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The surrounding area is also designated for future high-density Urban Mixed-Use.
7. **The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** The development of the subject property includes the installation of sidewalks along Holleman Drive. A mixed-use environment potentially allows for residents to shop, dine and work where they live, reducing traffic congestion on nearby streets and encouraging a more walkable environment.

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

**Attachments:**

1. Background Information
2. Small Area Map (SAM) & Aerial
3. Concept Plan
4. Draft Planning & Zoning Commission Minutes – November 19, 2009
5. Ordinance

**BACKGROUND INFORMATION:**

**NOTIFICATIONS**

Advertised Commission Hearing Date: November 19, 2009

Advertised Council Hearing Dates: December 10, 2009

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:

N/A

Property owner notices mailed: 12  
Contacts in support: None as of date of staff report  
Contacts in opposition: None as of date of staff report  
Inquiry contacts: One as of date of staff report

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban Mixed-Use across Holleman Drive, Major Collector	WPC Wolf Pen Creek	Vacant and Multi-Family
South	Urban Mixed-Use	R-1 Single-Family	Single-Family
East	Urban Mixed-Use	C-1 General Commercial	Office
West	Urban Mixed-Use	C-1 General Commercial	Industrial / Office

**DEVELOPMENT HISTORY**

**Annexation:** 1967  
**Zoning:** R-1 Single Family Residential to C-1 General Commercial (1984)  
**Final Plat:** Pooh's Park Final Plat, April 1973  
Pooh's Park Final Plat-Replat, August 14, 2008  
**Site development:** Vacant



REZONING

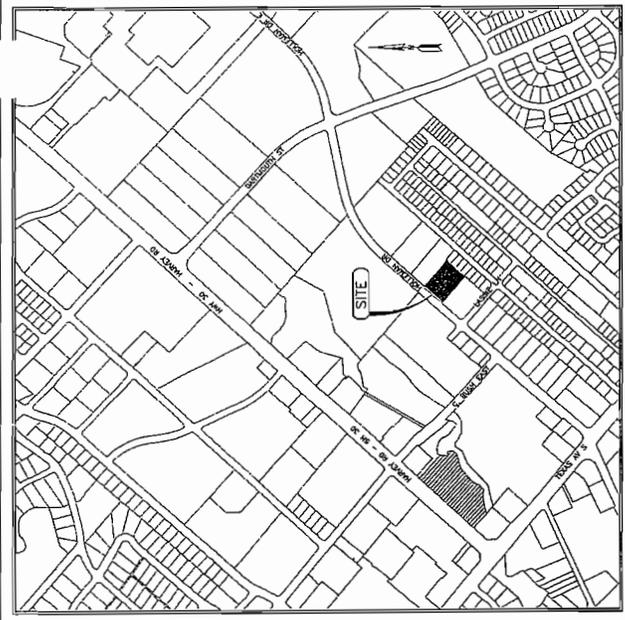
Case: 09-217

WOLF POINTE CENTRE

DEVELOPMENT REVIEW







VICINITY MAP

**PDD Purpose Statement:**  
 Allows development of this infill tract for 4,000 SF of first floor retail, restaurant, office, health studio and/or personal service uses facing Holleman, behind and above which will be multi-family units. There will be approximately 36 units housed in multiple structures ranging in height with a maximum of three (3) stories. The residential density will be approximately 28 units per acre in this mixed use development.

**NOTES:**  
 LOT 2R IS OUTSIDE THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO. 48041C0144 C. DATED JULY 2, 1992.

BUILDING TO BE 3 STORY, 40'-0" TO PEAK.

ALL PARKING TO BE ARTIFICIALLY LIT.

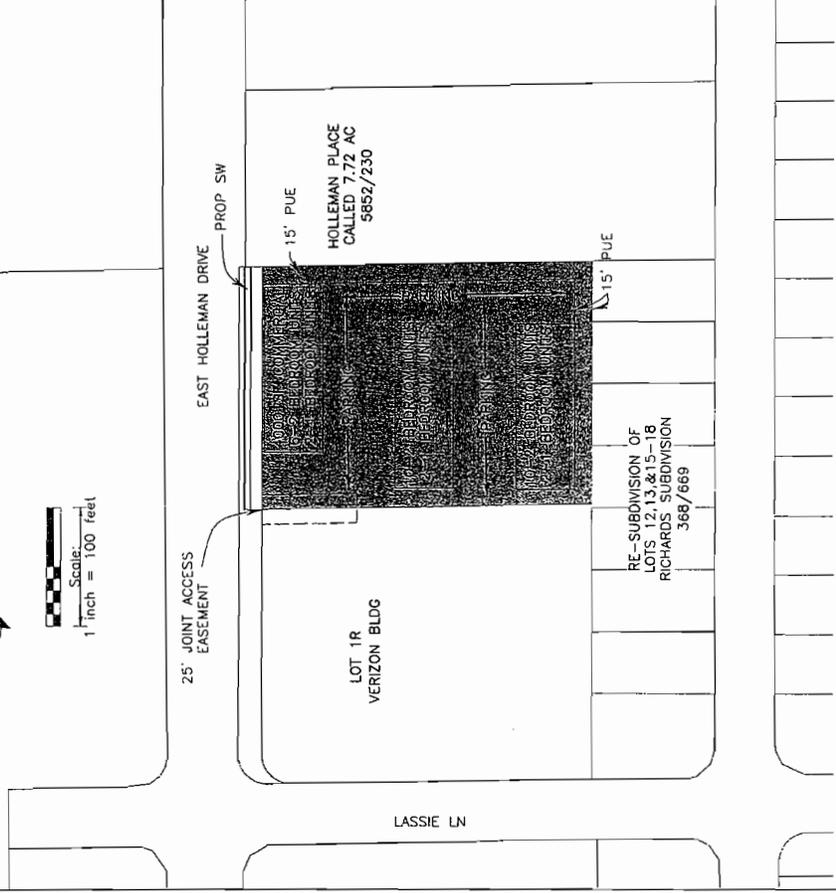
ALL GROUND FLOOR USES IN FACADE FACING HOLLEMAN WILL BE NON-RESIDENTIAL.

**TRIP GENERATION:**

	TRIP RATES	TRIPS
26-2 BEDROOM UNITS	0.62 TRIPS/UNIT	= 33 TRIPS
6-1 BEDROOM UNITS	0.62 TRIPS/UNIT	= 4 TRIPS
4,000 SF COMMERCIAL	3.75 TRIPS/SF	= 15 TRIPS
		<b>52 TOTAL TRIPS</b>

**VARIATIONS:**

- Parking Required
  - 1 per bedroom - residential uses
  - 1 per 250 SF - non-residential uses
- Interior islands are not required in side or rear parking areas
- No buffer required adjacent to existing single family
- No front setback
- 15' rear setback
- No height restrictions or other neighborhood protection standards



# CONCEPT PLAN

## WOLF POINTE CENTRE

1.317 ACRES  
 LOT 2R

POOH'S PARK SUBDIVISION  
 300 EAST HOLLEMAN DR.  
 CITY OF COLLEGE STATION  
 BRAZOS CO., TEXAS

SCALE 1"=100' November 2, 2008

IPS GROUP  
 511 UNIVERSITY DRIVE E., STE 205  
 COLLEGE STATION, TEXAS 77840  
 (979) 946-9259

BO MILES  
 P.O. BOX 10467  
 COLLEGE STATION, TX 77842  
 (979) 777-4675

MITCHELL & MORGAN, L.L.P.  
 511 UNIVERSITY DRIVE E., STE 204  
 COLLEGE STATION, TEXAS 77840  
 (979) 260-6963

01-217  
 10-25-08  
 10-29-08  
 11-17-08  
 11-17-08



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**November 19, 2009, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Acting Chairman Scott Shafer, Tom Woodfin, Paul Greer, Doug Slack, Mike Ashfield, and Hugh Stearns

**COMMISSIONERS ABSENT:** Chairman John Nichols

**CITY COUNCIL MEMBERS PRESENT:** John Crompton

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Lauren Hovde, and Matt Robinson, Graduate Civil Engineer Erika Bridges, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Greenways Program Manager Venessa Garza, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Acting Chairman Scott Shafer called the meeting to order at 7:02 p.m.

2. Hear Citizens.

None

3. Consent Agenda

- 3.1 Consideration, discussion and possible action on Absence Requests from meetings.

- Mike Ashfield ~ November 19, 2009

- 3.2 Presentation, possible action, and discussion on a Preliminary Plat for Sonoma, consisting of 166 lots on 41.17 acres located at 2755 Barron Rd., generally located between Barron Rd. and William D. Fitch Parkway. **Case #09-00500221 (MR)**

- 3.3 Presentation, possible action, and discussion on a Final Plat for Pebble Creek Center Phase 1, consisting of 1 lot on 0.99 acres located at 1198 William D. Fitch Parkway, generally located at the southwest intersection of William D. Fitch Parkway and Lakeway Drive. **Case #09-00500149 (JP)**

Commissioner Ashfield asked to disregard his absence request for November 19, 2009. His plans had changed and he was able to attend the meeting.

**Commissioner Woodfin motioned to approve Consent Agenda items 3.1 to 3.3. Commissioner Slack seconded the motion, motion passed (6-0).**

#### **Regular Agenda**

4. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

5. Presentation, possible action, and discussion on Variance Requests to Section 8.2.A.10.b “Block Lengths” and Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance, and a presentation, possible action, and discussion on a Preliminary Plat for the Tower Point Subdivision consisting of 48 lots on 128.17 acres located at 951 William D. Fitch Parkway, generally located at the intersection of William D. Fitch Parkway and State Highway 6. **Case #09-00500213 (LH)**

Staff Planner Lauren Hovde recommended approval of the requested block length variances and the sidewalk variances with the condition that alternate means of pedestrian and bicycle connectivity is provided. She stated that these items were previously approved with the September 2009 Preliminary Plat and are being requested again as a housekeeping item. She also recommended approval of the revised Preliminary Plat.

Commissioner Stearns stated that he was uncomfortable with a commercial development being on the perimeter of town because it not only encourages sprawl, but also does not fit into the community.

**Commissioner Greer motioned to approve the variances and revised Preliminary Plat. Commissioner Ashfield seconded the motion, motion passed (5-0-1). Commissioner Stearns abstained from the vote.**

6. Presentation, possible action, and discussion on a Final Plat for the Tower Point Subdivision Phase 3 consisting of 4 lots on 18.09 acres located at 951 William D. Fitch Parkway, generally located northwest of the intersection of William D. Fitch Parkway and State Highway 6. **Case #09-00500216 (LH)**

Staff Planner Lauren Hovde presented the Final Plat and recommended approval with the following conditions:

1. A Public Access Easement be filed that would allow a 30-foot multi-use path through the detention pond lot.
2. A blanket Public Utility Easement be filed.
3. A Declaration of Access be filed.
4. TxDOT driveway and utility permits be approved.
5. Development Permit fee paid.
6. Maximum storm sewer pipe velocity shall be 15-feet per second.
7. Revise the 100-year hydraulic grade line.
8. Plan shall state that sanitary sewer manholes are to be pre-cast.
9. Crosswalks shall be added across private drives to comply with Preliminary Plat condition of providing pedestrian connectivity throughout the development.

**Commissioner Greer motioned to approve the Final Plat with the condition that Staff Review Comments are addressed. Commissioner Ashfield seconded the motion, motion passed (5-0-1). Commissioner Stearns abstained from the vote.**

7. Presentation, possible action, and discussion on a Final Plat for Sonoma Phase 3, consisting of 79 lots on 20.762 acres located at 2755 Barron Rd., generally located between Barron Rd. and William D. Fitch Parkway. **Case #09-00500201 (MR)**

Staff Planner Matt Robinson presented the Final Plat and recommended approval.

There was general discussion regarding the Final Plat.

**Commissioner Slack motioned to approve the Final Plat. Commissioner Greer seconded the motion, motion passed (6-0).**

8. Public hearing, presentation, possible action and discussion regarding a Rezoning from C-1 General Commercial to PDD Planned Development District for 1.317 acres located at 300-A Holleman Drive East. **Case #09-00500217 (JP)**

Senior Planner Jennifer Prochazka presented the Rezoning and recommended approval of the Rezoning, the associated concept plan, and the proposed meritorious modifications. The applicant requested meritorious modifications to the following:

1. Section 7.2.1 “Number of Off-Street Parking Spaces Required” of the Unified Development Ordinance
2. Section 7.2.E “Interior Islands” of the Unified Development Ordinance
3. Section 5.4 “Non-Residential Dimensional Standards” of the Unified Development Ordinance
4. Section 7.1.2 “Single-Family Protection” of the Unified Development Ordinance
5. Section 7.6.F “Buffer Standards” of the Unified Development Ordinance

She also said that staff recommended that at the time of site plan, any proposed lighting located further south on the site than the face of the southernmost building be screened using canopy trees.

There was general discussion regarding the parking.

Acting Chairman Scott Shafer opened the public hearing

Jane Kee, IPS Group, stated that the development would be fire protected and said that she feels like there would be sufficient parking.

Commissioner Woodfin expressed concern regarding a proposed drive-thru facility.

Ms. Kee stated that there would not be a drive-thru facility because of the way the buildings are split.

Acting Chairman Scott Shafer closed the public hearing.

**Commissioner Woodfin motioned to recommend approval of the Rezoning with the condition that a drive-thru facility not be permitted. Commissioner Greer seconded the motion, motion passed (6-0).**

9. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Section 7.9 Non-Residential Architectural Standards and Section 11.2 Defined Terms regarding architectural standards for municipal facilities that are industrial in nature. **Case #09-00500231 (JP)**

Senior Planner Jennifer Prochazka presented the ordinance amendment and stated that the proposed amendment would exempt municipal facilities of an industrial nature from the Non-Residential Architectural Standards contained in the City's Unified Development Ordinance. She said that currently the Unified Development Ordinance includes an exemption for both public and private developments on industrial zoned properties. She also said that the City Council would determine if the facility would need to meet the Non-Residential Architectural requirements.

Commissioner Stearns stated that he was concerned that the proposed amendment would be abused.

Commissioner Woodfin stated that the City needs to meet the same standards as the private sector.

Acting Chairman Scott Shafer opened the public hearing

No one spoke during the public hearing.

Acting Chairman Scott Shafer closed the public hearing.

**Commissioner Ashfield motioned to recommend approval of the ordinance amendment. The motion failed because of lack of a second.**

**Commissioner Woodfin motioned to recommend denial of the ordinance amendment. Commissioner Stearns seconded the motion, motion passed (5-1). Commissioner Ashfield was in opposition.**

10. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance Section 7.5 Landscaping and Tree Protection to add additional standards and a public hearing, presentation, possible action, and discussion regarding a riparian protection program. **Case #08-00500157 (MR)**

Staff Planner Matt Robinson presented the ordinance amendment and stated that it would require that new single-family and townhouse lots plant two trees of two-inch caliper or larger in the front yard. He stated that two additional changes are proposed with the amendment which includes providing a greater point credit for trees that are designated to be preserved or barricaded during development and an additional point credit for landscape plans prepared by qualified landscape professionals.

There was general discussion regarding the ordinance amendment.

Acting Chairman Scott Shafer opened the public hearing.

Sherry Ellison, 2705 Brookway, College Station, stated that she is glad that more points would be given for barricaded trees, but was disappointed that the ordinance amendment had changed from what it was originally supposed to be.

Acting Chairman Scott Shafer closed the public hearing.

Commissioner Stearns and Woodfin stated that they were disappointed that the ordinance wasn't as strong as it was initially proposed.

**Commissioner Greer motioned to recommend approval of the ordinance amendment with the condition that the tree list be reviewed annually by a registered botanist or horticulturist and the barrier regulation change from being based on caliper size to the drip line of the canopy. Commissioner Slack seconded the motion, motion passed (5-0-1). Commissioner Woodfin recused himself from the vote because he is a registered landscape architect.**

Greenways Program Manager Venessa Garza gave a presentation regarding the riparian protection program.

There was general discussion regarding the program, but no action was taken.

11. Public hearing, presentation, possible action, and discussion on Floodplain Related Initiatives: Additional Freeboard, and Parallel Open Space Between Creeks and Roadways. (AG)

City Engineer Alan Gibbs gave a presentation regarding Additional Freeboard and Parallel Open Space Between Creeks and Roadways.

Acting Chairman Scott Shafer opened the public hearing.

Sherry Ellison, 2705 Brookway, was concerned that houses would be permitted to be built in areas where flooding was likely to occur.

Bo Miles, 2917 Camille, was concerned that the ordinance amendment would take away more land, which would limit growth. He was also concerned that it would be hard to live affordably in College Station.

Acting Chairman Scott Shafer closed the public hearing.

Commissioner Woodfin stated that it was not clear what the advantage was for the additional Freeboard and he was concerned about the issue of risk and the additional development cost.

No action was taken.

12. Discussion and possible action on future agenda items – A Planning and Zoning Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

There was no discussion.

13. Adjourn.

**Commissioner Stearns motioned to adjourn the meeting. Commissioner Slack seconded the motion, motion passed (6-0).**

The meeting was adjourned at 10:30 p.m.

**Approved:**

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John Nichols, Chairman  
Planning and Zoning Commission

**Attest:**

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Brittany Caldwell, Admin. Support Specialist  
Planning and Development Services

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B," and as shown graphically in Exhibit "C" and Exhibit "D," 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 10th day of December, 2009

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

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

The following property is rezoned from C-1 General Commercial to PDD Planned Development District: Lot 2R, Block 2, Pooh's Park Subdivision.

**EXHIBIT "B"**

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

"The purpose of the PDD zoning district is to allow the development of this infill tract to include 4,000 square feet of first floor retail, restaurant, office, health studio, and/or personal service uses facing Holleman, behind and above which will be multi-family units. There will be approximately 36 units housed in multiple structures ranging in height with a maximum of three stories. The residential density will be approximately 28 units per acre in this mixed use development."

The structure closest to Holleman on the Concept Plan must be a vertical mixed-use structure with all ground floor uses being non-residential. The primary store fronts shall be oriented to Holleman Drive. At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development Ordinance, including, but not limited to landscape, attached signage, and non-residential architectural standards (for non-residential portion of the building). Through the PDD, the following meritorious modifications have been granted:

1. **Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance**  
The parking requirement shall be 1 parking space per bedroom for the residential units and a minimum parking requirement of 1 parking space per 250 square feet of non-residential uses.
2. **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**  
No interior parking island are required in side or rear parking areas.
3. **Section 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**  
No minimum front setback is required from Holleman Drive to allow the mixed-use structure to be located closer to Holleman Drive. Additionally a 15-foot rear setback has been granted. Side setback will remain 7.5 feet.
4. **Section 7.1.2 "Single-Family Protection" of the Unified Development Ordinance**  
The height of the structures are not limited by the adjacent single-family structures to the south because, as designated on the Comprehensive Plan, the future use of the property to the south is also high-density Urban Mixed Use. The maximum height of the structures is three stories.
5. **Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**  
No buffer is required adjacent to the single-family development to the south because, as designated on the Comprehensive Plan, the future use of the property to the south is also a high-density Urban Mixed Use.





**December 10, 2009**  
**Regular Agenda Item No. 5**  
**Code Coordination Sub-Committee Formation and Appointments**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the establishment of a Code Coordination Sub-Committee of various Boards, Commissions, and Council involved in the implementation and enforcement of the Unified Development Ordinance and other development related regulations and standards and appointment of membership to the same.

**Recommendation(s):** Staff recommends the Council form the sub-committee based on the criteria provided in the attached memo and that Council members and members from the other Boards and Commissions be appointed.

**Summary:** At their annual Council retreat, the Council prioritized the establishment of a "UDO Oversight Committee". At a recent Council meeting, the Council instructed staff to bring this item forward at a future Council meeting for discussion. Staff presented this item to Council in September at which time Council concurred with the staff proposals and asked that the item be brought back for formal ratification and sub-committee appointments.

The attached memo provides the form of the sub-committee, its charge, composition, etc.

It is anticipated that the first meeting of the sub-committee will be held in January 2010.

**Budget & Financial Summary:** NA

**Attachments:**

1. Staff Memo

**November 9, 2009**

**To: City Council**

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

**RE: Establishment of a Code Coordination Sub-Committee**

**Code Coordination Sub-Committee (CCC)**

**Purpose:** Facilitate coordination among the Council, Boards, and Commissions that use/implement City development codes and regulations resulting in an effort to keep the codes and regulations responsive to current needs and methods.

**Scope of Authority:** The Sub-committee is a coordination committee offering analysis and recommendation to the Council regarding adopted codes and regulations. The Sub-committee is not a decision-making body nor is it intended to review specific amendments to codes and regulations, which remain the purview of the P&Z Commission and City Council.

**Membership:** The Sub-committee shall consist of the following members:

- (2) City Council appointees – The Mayor and one other Council Member. The Sub-Committee shall be chaired by the Mayor or his appointee
- The Chair of the Planning & Zoning Commission or his/her designee
- The Chair of the Zoning Board of Adjustment or his/her designee
- The Chair of the Design Review Board or his/her designee
- The Chair of the Landmark Commission or his/her designee

**Meetings:** The Sub-committee shall meet as deemed necessary by the membership but not less than quarterly. One of the meetings shall be concurrent with the annual Comprehensive Plan and UDO reviews conducted by the P&Z Commission and City Council.

**Miscellaneous:** The Sub-Committee shall be supported by the staff of the Planning & Development Services and other City staff as deemed necessary. The Sub-Committee shall develop and maintain Rules of Procedure to govern their operations.