



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Lynn McIlhaney  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Monday, May 18, 2009 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**Presentation of Ellis & Associates' Gold International Aquatic Safety Award.**

**Recognition of Lifetime Achievement for Aquatic Excellence for Aquatics Supervisor Vera Vowell Solis.**

**Presentation of Vintage Street Signs to the City Council from the Historic Preservation Committee.**

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 regarding the authorization for the Mayor to execute the renewal of two utility easements located on the Texas A&M University System property.

b. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures, not to exceed \$100,000, with proceeds from debt for the Birmingham Road and Longmire Drive intersection improvements project.

c. Presentation, possible action and discussion on a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the Discovery Drive Extension project.

- d. Presentation, possible action, and discussion to approve a Change Order for the College Park-Breezy Heights Rehabilitation Project Design Contract.
- e. Presentation, possible action, and discussion regarding a resolution approving a construction contract with H&B Construction, in the amount of \$84,612.62 for street lighting installations on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave to Longmire and from Holleman to Luther and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- f. Presentation, possible action and discussion regarding the adoption of an amendment for the Code of Ordinances Chapter 8 Sections 4- 8, amending The Emergency Management Plan, and Section 12, renumbering the Reserve Police Force, and the approval of a resolution adopting the Basic Emergency Management Plan.
- g. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Office of Domestic Preparedness of the U.S. Department of Homeland Security in Cooperation with the U.S. Fire Administration for funding from the Assistance to Firefighters Grant Program in the amount of \$686,732 and agreeing to provide the local match of \$171,683.
- h. Presentation, possible action, and discussion on consideration of an ordinance amendment to Ch. 15: Impact Fees which would update land use assumptions, capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02.
- i. Presentation, possible action and discussion regarding a resolution approving a Municipal Maintenance Agreement with the State of Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of College Station.
- j. Presentation, possible action, and discussion regarding the second renewal of an annual contract for the purchase of water meters from Badger Meter, Inc. for the estimated cost of \$131,880.
- k. Presentation, possible action, and discussion regarding rejection of the low bid (because the internal chambers are not large enough to meet specifications) and approval of the water meter purchase contract with Badger Meter, Inc in the amount of \$241,361.90.
- l. Presentation, possible action, and discussion regarding Change Order No. 6 to the construction contract (Contract No. 08-044) with JaCody, Inc. in the amount of \$29,961.76 for the CSU Meeting & Training Facility.
- m. Presentation, possible action, and discussion regarding a change order to the professional services contract with Mitchell & Morgan, L.L.P. for the Koppe Bridge Lift Station Project in an amount not to exceed \$62,635.00.
- n. Presentation, possible action, and discussion regarding a resolution awarding a professional services contract for the design of the Victoria Avenue Project to Bleyl & Associates in an amount not to exceed \$272,000.00, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

o. Presentation, possible action, and discussion on a change order to Contract 09-024 with Malcolm Pirnie, Inc. in the amount of \$13,902, for the design of the Well 8 Collection Line.

p. Presentation, possible action, and discussion regarding action to ratify a change order for Construction Contract 08-116 with Acklam Construction for the construction of the Memorial Cemetery and the Aggie Field of Honor Project GG-9905 in the amount of \$64,164.02.

q. Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 09 and authorizing the City's quarterly payments of \$15,719.52 for an annual total of \$62,878.08.

r. Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2009.

s. Presentation, possible action, and discussion regarding an ordinance repealing and terminating the Northgate Tax Increment Reinvestment Zone (TIRZ #16).

t. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.

u. Presentation, possible action, and discussion on a termination amendment to an existing Advanced Funding Agreement (AFA) with the Texas Department of Transportation for the State Highway 30 Widening Project , and a Resolution of the City Council of College Station, Texas, approving a new Advance Funding Agreement with the Texas Department of Transportation (TxDOT) and the City of Bryan, to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the BVSWMA Twin Oaks Landfill site for the purpose of providing safe ingress and egress from said facility in an amount not to exceed \$656,750.

v. Presentation, possible action, and discussion regarding rejection of the bid received in response to RFP #09-36 for the sale of City property at 1124 Carolina.

w. Presentation, possible action, and discussion of approval of a resolution authorizing the City Council to order a municipal runoff election to be held on June 13, 2009 for the purpose of electing a councilmember to City Council Place 4, and providing for the Mayor to sign the notice of election designating the hours and polling place locations.

### **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

*On Behalf of the Citizens of College Station, Home of Texas A&M University, We will continue to Promote and Advance the Community's Quality of Life*

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 amending the Comprehensive Land Use Plan from Single-Family Residential, Medium Density and Floodplain to Planned Development for 14.27 acres located at 2429 Earl Rudder Freeway South north of the intersection of State Highway 6 Frontage Road and Raintree Drive.
2. Public hearing, presentation, possible action, and discussion regarding an amendment of 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 3.38 acres from A-O, Agricultural-Open, to R-1, Single-Family Residential at 5400 St. Andrews Drive and more generally located in the Pebble Creek Subdivision.
3. Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, the Unified Development Ordinance, Section 7.4.E "Exempt Signs," Section 7.4.X "Signs for Permitted Non-residential Uses in Residential or Agricultural Districts" and Section 11.2 "Defined Terms", of the Code of Ordinances.
4. Presentation, possible action, and discussion for a resolution to recommend Dave Coleman, Water Services Department Director, to fill a vacant Municipal representative position as a voting member on the Region G Water Planning Group.
5. Presentation, possible action, and discussion authorizing payment from the Brazos Valley Solid Waste Management Agency (BVSWMA) Fund for payment to the City of Bryan for FY08/FY09 Compost Facility losses in the amount of \$356,871.
6. Adjourn.

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

APPROVED:

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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 Monday, May 18, 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.

*On Behalf of the Citizens of College Station, Home of Texas A&M University, We will continue to Promote and Advance the Community's Quality of Life*

Posted this 15<sup>th</sup> day of May, 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 May 15, 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.

**May 18, 2009**  
**Consent Agenda Item No. 2a**  
**Texas A&M University Systems Easement Renewal**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of College Station Electric Utility

**Agenda Caption:** Presentation, possible action, and discussion regarding the authorization for the Mayor to execute the renewal of two utility easements located on the Texas A&M University System property.

**Recommendation(s):** Staff recommends Council authorize the Mayor to sign the easement document.

**Summary:** Easement locations are Luther Street for TAMU No. 1 Oil Well and University Dr for Texas A&M University Service Center, Building 3400. These easements cover existing electric distribution lines.

Section 85.26 of the Texas Education Code, limits Texas A&M University to the grant of an easement for not more than 10 years after which time the Board may renew the easement. Texas A&M has requested the renewal of the listed easements.

**Budget & Financial Summary:** NA

**Attachments:**

1. Easement Oil Well No. 1 Luther St (available in City Secretary's Office)
2. Easement Building 3400 TAMU Service Center (available in City Secretary's Office)

**May 18, 2009**  
**Consent Agenda Item No. 2b**  
**Debt Reimbursement Resolution for Birmingham Road**  
**and Longmire Drive Intersection Improvements Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures, not to exceed \$100,000, with proceeds from debt for the Birmingham Road and Longmire Drive intersection improvements project.

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

**Summary:** It is anticipated that General Obligation long term debt will be issued for this project. On projects for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure on the project. The resolution is typically adopted at the time the contract is awarded, but as the purchases for this project will be made through a blanket concrete purchase order that was approved by Council on October 6, 2008, this resolution is being brought forward separately.

**Budget & Financial Summary:** The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This long term debt, not to exceed \$100,000, is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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 \$100,000, 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 18th DAY OF MAY, 2009.

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

ATTEST:

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

(Seal)

APPROVED:



Jeffrey A. Lynch  
McCain, Parkhurst & Horton L.L.P.  
Bond Counsel

**Exhibit "A"**

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

**Traffic System Safety Improvements at the Birmingham Road and Longmire Drive intersection**

**May 18, 2009**  
**Consent Agenda Item No. 2c**  
**Discovery Drive Extension Project Advanced Funding Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the Discovery Drive Extension project.

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

**Summary:** The project will require the City of College Station to work within the Texas Department of Transportation (TXDOT) right-of-way at the intersection of Discovery Drive and Raymond Stotzer Parkway (FM 60). TXDOT requires an AFA for any roadway connection or roadway work performed within TXDOT right-of-way. The City of College Station is paying \$2,000,000 toward the design and construction of the Discovery Drive project.

As requested by Texas A&M University, the project has been divided into two phase. The first construction package will include modifications to the signal at Discovery Drive and Raymond Stotzer and the construction of Discovery Drive to the TIPS Building. The second phase will potentially include a new traffic signal at the Raymond Stotzer and the Large Animal Clinic and new sidewalks from Agronomy to Discovery Drive.

**Budget & Financial Summary:** There are no payments to TXDOT associated with this AFA. The current project budget for the Discovery Drive Extension in the amount of \$2,000,000 is for design and construction. \$392,357 has been expended or committed to date, leaving a balance of \$1,607,643.

**Attachments:**

1. AFA
2. Location map

CSJ: 0506-01-095  
District: 17 (Bryan)  
Code Chart 64: 09050 (City of College Station)  
Project: CC 506-1-95

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 001112 authorizes the State to undertake and complete a highway improvement project; and,

**WHEREAS**, the Local Government is undertaking a municipal project to extend Discovery Drive, which will become a Texas A&M University maintained minor collector, hereinafter called the "Local Project"; and,

**WHEREAS**, a portion of the Local Project will be constructed within the right of way of FM 60 (University Drive), a state-maintained highway; such portion to include the construction of the street intersection, hereinafter called the "Improvements"; and,

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

**WHEREAS**, this Agreement is required in order for the Local Government 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 and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

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

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

**Article 3. Right of Access**

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

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

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

**Article 5. Responsibilities of the Parties**

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

**Article 6. Document and Information Exchange**

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

**Article 7. Funds**

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

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

The Local Government will be responsible for all work on the Local Project. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will inspect all work performed hereunder that affects the operation and future maintenance of FM 60 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, at any time before the date the Local Government lets its contract, if the State determines that the performance of the Local Project is not in the best interest of the State.

**Article 12. Notices**

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

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

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

**Article 13. Sole Agreement**

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

**Article 14. Successors and Assigns**

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

**Article 15. Amendments**

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

CSJ: 0506-01-095  
District: 17 (Bryan)  
Code Chart 64: 09050 (City of College Station)  
Project: CC 506-1-95

**Article 16. State Auditor**

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

**Article 17. Insurance**

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

**Article 18. Signatory Warranty**

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

**Article 18. Debarment**

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**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.

CSJ: 0506-01-095  
District: 17 (Bryan)  
Code Chart 64: 09050 (City of College Station)  
Project: CC 506-1-95

**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

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

Carla A. Robinson  
City Attorney

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## ATTACHMENT A

### Improvements Budget and Description

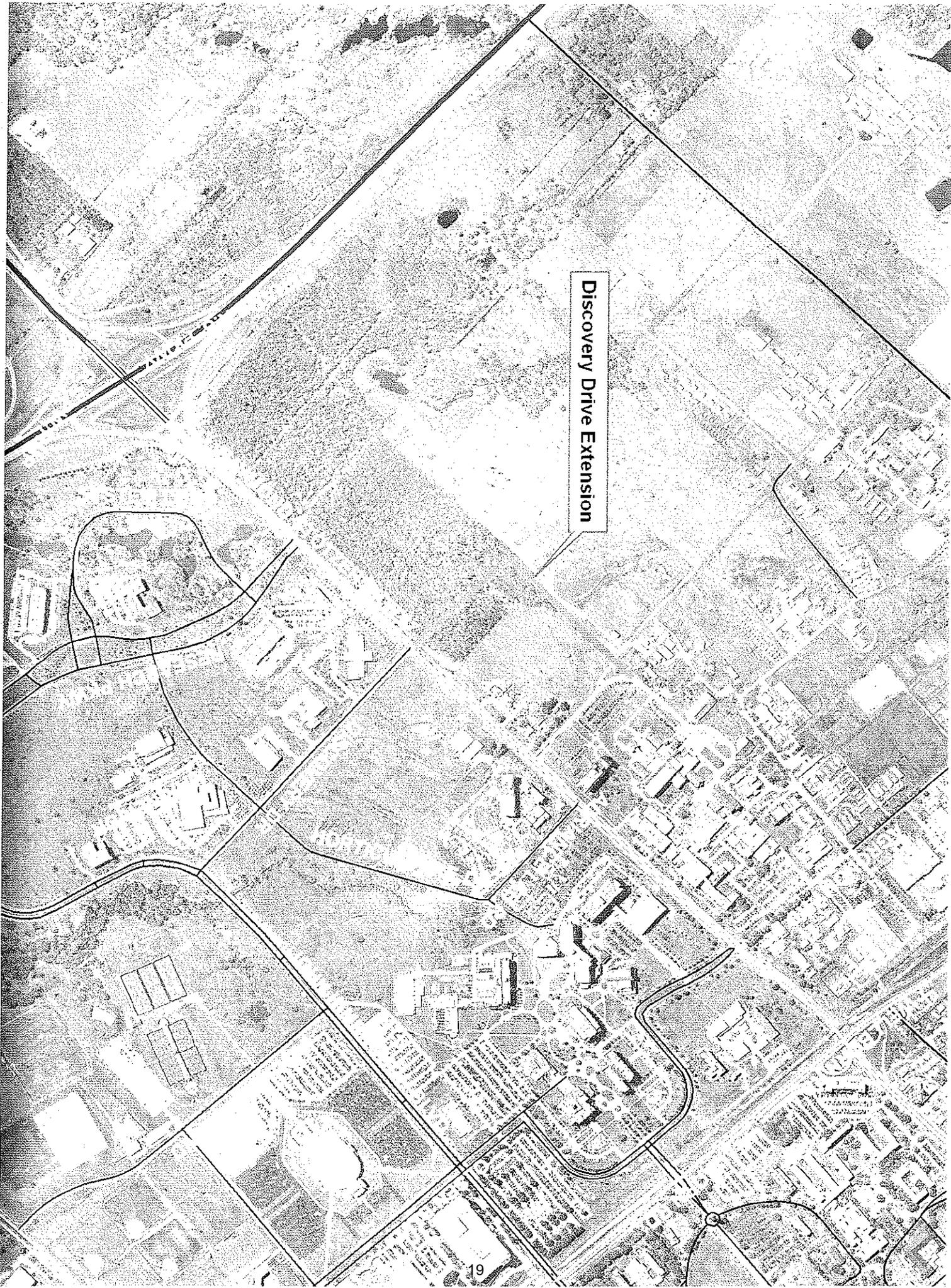
The Local Government will pay for the cost of constructing the Improvements at the intersection of Discovery Drive, a city street, with FM 60 (University Drive), a state-maintained highway. The Local Government's participation is 100% of the cost of the Improvements. The Local Government's estimated cost of this work is \$189,300, including preliminary engineering, construction items and engineering and contingencies. The Local Government has estimated the project to be as follows:

#### Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>CONSTRUCTION COSTS</b>							
Land	\$0	0%	\$0	0%	\$0	100%	\$0
PS&E	\$1,000	0%	\$0	0%	\$0	100%	\$1,000
<b>Subtotal</b>	<b>\$1,000</b>	<b>0%</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$1,000</b>
Construction	\$188,300	0%	\$0	0%	\$0	100%	\$188,300
Direct State Costs (including plan review, inspection and oversight)	Waived	0%	N/A	0%	N/A	100%	N/A
Indirect State Costs (no local participation required except for service projects)	N/A	0%	N/A	0%	N/A	100%	N/A
<b>TOTAL</b>	<b>\$189,300</b>		<b>\$0</b>		<b>\$0</b>		<b>\$189,300</b>

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.



Discovery Drive Extension



Discovery Drive Extension

**May 18, 2009**  
**Consent Agenda Item No. 2d**  
**College Park-Breezy Heights Rehabilitation Project**  
**Change Order No. 3 to Contract 05-147**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve a Change Order for the College Park-Breezy Heights Rehabilitation Project Design Contract.

**Recommendation(s):** Staff recommends approval of the Change Order No. 3 to Contract 05-147 with Goodwin-Lasiter, Inc. for design services to expand curb & gutter replacement and milling and overlaying of streets related to the College Park-Breezy Heights Rehabilitation Project in the amount of \$36,000.00.

**Summary:** The College Park-Breezy Heights Rehabilitation Project will bring street and utility upgrades to one of the oldest neighborhoods in the City of College Station. At the April 9, 2009 Council meeting, Council was presented with a proposed plan to use remaining streets funds in the project budget to expand the curb & gutter replacement and street milling and overlaying program to include areas that were not originally included in the project when bids were solicited for construction. This change order will allow the engineer to conduct survey and other related work to provide the City with needed material quantity estimates so that negotiations for the added work may be made with the contractor.

**Budget & Financial Summary:** The current budget for the College Park-Breezy Heights Rehabilitation Project is \$5,843,045. Funds in the amount of \$4,696,109 have been expended or committed to date, leaving a balance of \$1,146,936. The original engineering contract amount was \$433,600.00 and Change Order No.1 added an additional \$6,600.00. Change Order No. 2 added an additional \$32,500.00. Change Order No. 3 will increase the contract by \$36,000.00 for a revised total of \$508,700.00.

**Attachments:**

1. Change Order No. 3
2. Location Map of the College Park-Breezy Heights Rehabilitation Project.

CHANGE ORDER NO. 3

Contract No. 05-147

DATE: 6 April 2009

P.O.# 050662

PROJECT: College Park/Breezy Heights Rehabilitation

**OWNER:**

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

**ENGINEER:**

Goodwin-Lasiter Inc.  
1509 Emerald PWKY, Suite 101  
College Station, TX 77845  
Ph: (979) 696-6767  
Fax: (979) 695-2685

**PURPOSE OF THIS CHANGE ORDER:**

A. Upon bidding of the project, the Streets Division of the Public Works Department approached the CIP Department with the request to examine replacing curb and gutter segments and milling and overlaying streets in the project area with excess funds remaining in the streets budget for the project. This includes partially or in whole the following streets: Hereford, Park Place, Bell, Kerry, Ayshire, West Dexter, Old Jersey, Luther, Montclair, Eleanor, Thompson, Edward and Fairview (for a more detailed breakdown see the attached proposal from the design engineer, Goodwin-Lasiter). The scope of work covered in this change order is as follows: Review of the existing topographic survey information along the streets for spot locations where the slope of the curb and gutter is less than the required 0.6% needed for adequate drainage. Obtaining additional survey information, as needed, to verify the slope of the back of curb and the gutter. Preparation of construction plans for curb and gutter replacement with transitions to existing grades. The development of quantities for a change order for the construction contractor including quantities for a 2-inch mill and overlay.

For additional details and information please see the attached documentation from Goodwin-Lasiter, Inc.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
3	LS	Mill & Overlay and Curb & Gutter	\$36,000.00	0	1	\$36,000.00
					TOTAL	\$36,000.00

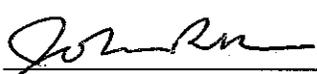
THE NET AFFECT OF THIS CHANGE ORDER IS 8.30% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$433,600.00		
Change Order No. 1	\$6,600.00	1.52%	CHANGE
Change Order No. 2	\$32,500.00	7.50%	CHANGE
Change Order No. 3	\$36,000.00	8.30%	CHANGE
REVISED CONTRACT AMOUNT	\$508,700.00	17.32%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	360 Days
Time Extension No. 1	10 Days
Revised Contract Time	370 Days

Completion Date

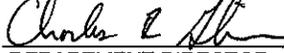
APPROVED

 4/14/09  
A/E CONTRACTOR Date

  
CITY ATTORNEY Date

 4/6/09  
PROJECT MANAGER Date

DIRECTOR OF FISCAL SERVICES Date

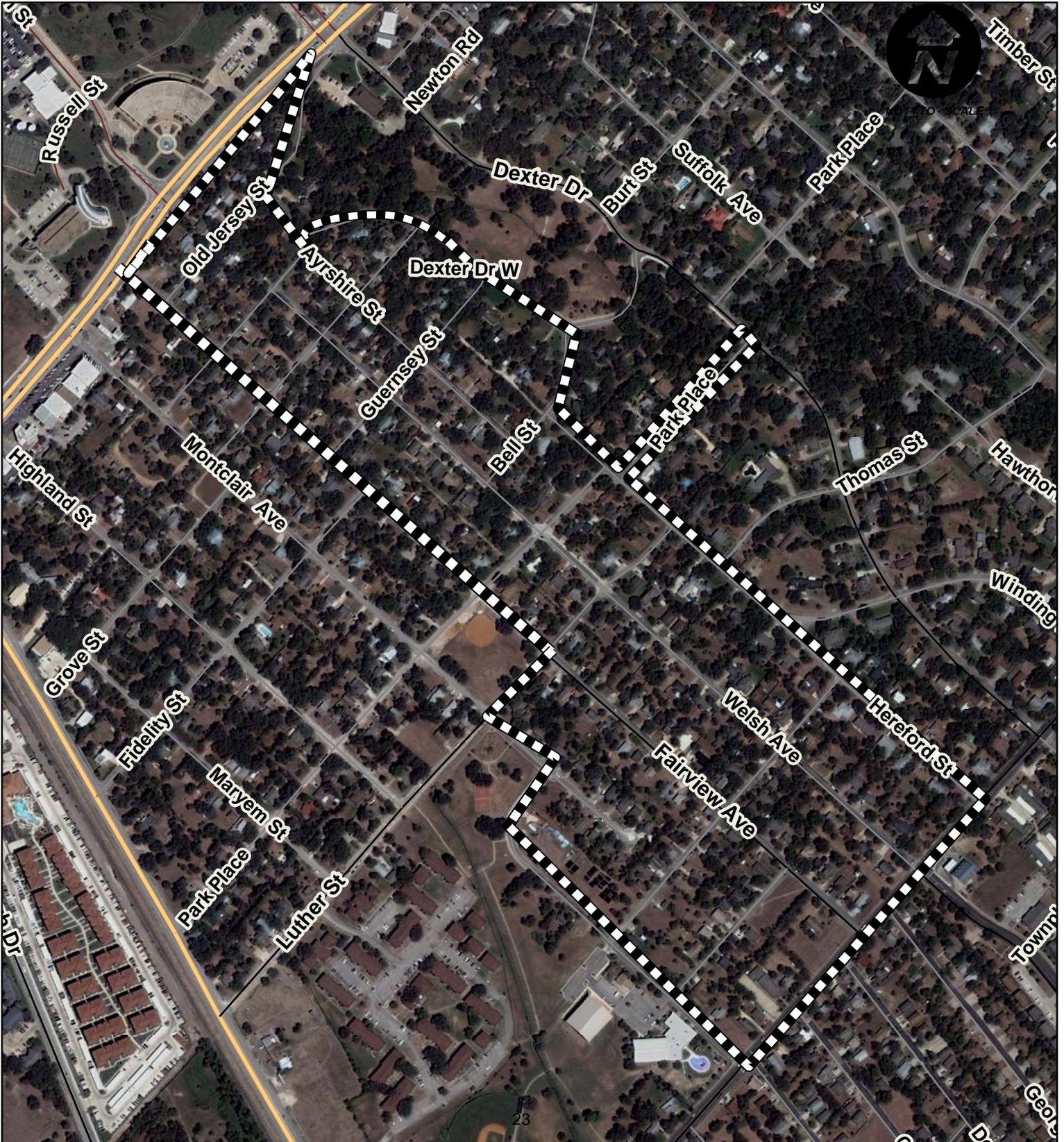
 6-April-09  
DEPARTMENT DIRECTOR Date

MAYOR Date

CITY SECRETARY Date

CITY MANAGER Date

# College Park/Breezy Heights Rehabilitation Project Location Map



**May 18, 2009**  
**Consent Agenda Item No. 2e**  
**Harvey Mitchell Parkway (2818) Street Lighting**  
**From Texas Ave to Longmire and from Holleman to Luther and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds from Debt**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of Department of Electric Utility

**Agenda Caption:** Presentation, possible action, and regarding a resolution approving a construction contract with H&B Construction, in the amount of \$84,612.62 for street lighting installations on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave to Longmire and from Holleman to Luther and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends award to the lowest responsible bidder meeting specifications, H&B Construction and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This contract (Contract 09-105) is for the installation of street lighting on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave to Longmire and from Holleman to Luther. There will be a total of 42 street light poles and fixtures installed on the project.

Sealed competitive bids were received with nine (9) bidders responding to the bid with H&B Construction being the lowest bid meeting specification.

**Budget & Financial Summary:** Funds are budgeted for this project in the City of College Station's Electric Utility Capital Improvement Projects Budget. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution
2. Bid Tabulation
3. Project Location Map
4. 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 INSTALLATION OF STREET LIGHTING PROJECT ON HARVEY MITCHELL PARKWAY (F.M. 2818) FROM TEXAS AVE. TO LONGMIRE AND FROM HOLLEMAN TO LUTHER AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Installation of Street Lighting Project on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave. to Longmire and from Holleman to Luther; and

WHEREAS, the selection of H&B Construction, Ltd., is being recommended as the lowest responsible bidder for the construction services related to the Installation of Street Lighting Project on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave. to Longmire and from Holleman to Luther; 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 H&B Construction, Ltd., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with H&B Construction, Ltd., for \$84,612.62 for the labor, materials and equipment required for the improvements related to the Installation of Street Lighting Project on Harvey Mitchell Parkway (F.M. 2818) from Texas Ave. to Longmire and from Holleman to Luther.

PART 3: That the funding for this Project shall be as budgeted from the College Station Utilities Capital Improvement Project Fund, Electric Department, in the amount of \$84,612.62.

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

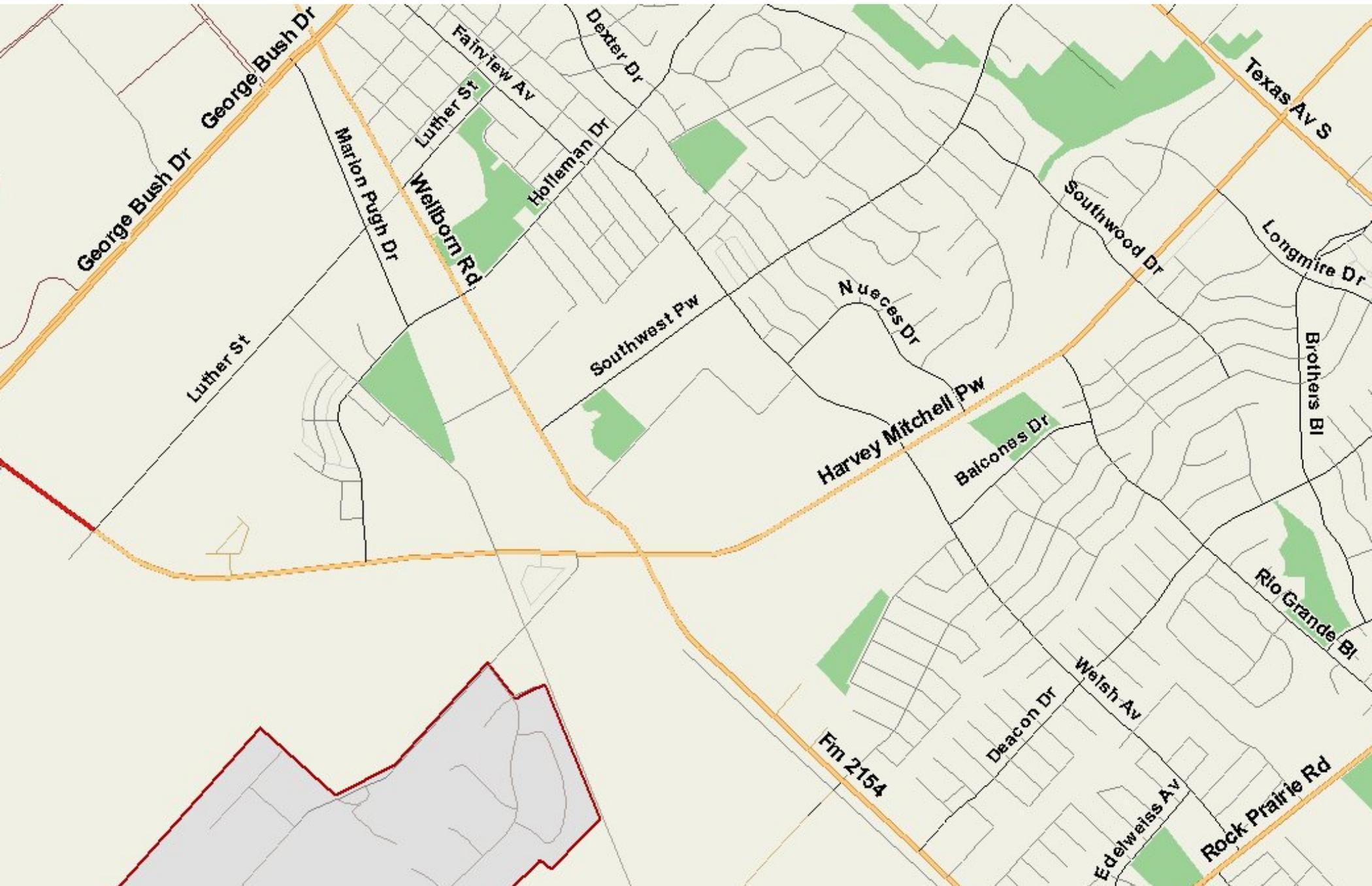
APPROVED:

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



City of College Station - Purchasing Department  
 Bid Tabulation for #09-22  
 "Streetlighting"  
 Open Date: Wednesday, March 25, 2009 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Bayer Construction Electrical Contractors, Inc.	H&B Construction, Ltd.	Highway Intelligent Traffic Systems, Corp.	MasTec North America, Inc.	Pike Energy Solutions	Republic ITS	Quanta Utility Services, LLC	TLT Construction Company, Inc.	U.S. Utility
				TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT	TOTAL BID AMOUNT
Section M	1	lot	Miscellaneous Assembly Units	\$490.00	\$386.12	\$768.81	\$2,101.12	\$461.09	\$343.00	\$467.95	\$245.00	\$576.73
Section SL	1	lot	Streetlighting Assembly Units	\$53,844.00	\$37,695.00	\$94,030.86	\$50,188.32	\$77,316.54	\$82,446.00	\$28,182.00	\$42,420.00	\$45,622.34
Section UD	1	lot	Underground Conductor Assembly Unites	\$11,201.15	\$10,918.00	\$12,938.92	\$9,694.40	\$8,171.48	\$13,578.72	\$9,561.60	\$13,811.20	\$33,776.08
Section UM	1	lot	Underground Miscellaneous Assembly Units	\$9,959.50	\$9,167.30	\$13,216.46	\$13,046.59	\$7,000.47	\$10,816.68	\$9,173.00	\$11,797.90	\$24,843.60
Section UR	1	lot	Underground Excavation Assembly Units	\$23,922.00	\$26,446.20	\$24,063.97	\$54,953.28	\$26,448.12	\$58,766.22	\$54,990.48	\$52,560.00	\$51,015.72
<b>Total Bid Amount</b>				<b>\$99,416.65</b>	<b>\$84,612.62</b>	<b>\$145,019.02</b>	<b>\$129,983.71</b>	<b>\$119,397.70</b>	<b>\$165,950.62</b>	<b>\$102,375.03</b>	<b>\$120,834.10</b>	<b>\$155,834.47</b>
<b>Executed 5% Bidder's Bond</b>				✓	✓	✓	✓	✓	✓	✓	NO	Check No. 023298622
<b>Certification from bid package</b>				✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Acknowledged Addendum 1</b>				✓	✓	✓	✓	✓	✓	✓	✓	✓
<i>Total number of Calendar Days to substantial completion</i>				120	90	60	60	80	150	75	56	75



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 \$100,000, 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 18th DAY OF MAY, 2009.**

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

ATTEST:

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

(Seal)

Exhibit "A"

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

Street Light Installation on Harvey Mitchell Parkway from Texas Avenue to Longmire and from Holleman Drive to Luther Street

APPROVED:



Robert A. Hays  
McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

**May 18, 2009**  
**Consent Agenda Item No. 2f**  
**Emergency Management Plan**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the adoption of an amendment for the Code of Ordinances Chapter 8 Sections 4-8, amending The Emergency Management Plan, and Section 12, renumbering the Reserve Police Force, and the approval of a resolution adopting the Basic Emergency Management Plan.

**Recommendation(s):** Staff recommends acceptance of the resolution and amended ordinance.

**Summary:** The legislature of the State of Texas passed the Texas Disaster Act of 1975, Codified as Chapter 418 of the Texas Government Code; and providing for an emergency management system embodying all aspects of pre-disaster preparedness and post-disaster response.

The Emergency Management Plan was established by City Ordinance No. 1585, dated April 11, 1985 and amended May 18, 2009 to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism.

The Resolution and Basic Emergency Management Plan is an on-going program for indentifying and recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. The Basic Emergency Management Plan is on file with the City Secretary.

It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.

The Reserve Police Force section is renumbered and moved to section 12. The substance remained the same for this section.

**Budget & Financial Summary:** None

**Attachments:**

Amended Chapter 8 "Personnel" Sections 4-8 and 12 Ordinance No. \_\_\_\_\_  
Resolution Number \_\_\_\_\_

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

AN ORDINANCE AMENDING CHAPTER 8, "PERSONNEL", 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 8, "Personnel", 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 this ordinance or any rule, order, declaration, or ordinance adopted under the Emergency Management Plan is an offense and punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days upon conviction thereof, and each offense shall be deemed to be a separate violation and punishable as a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

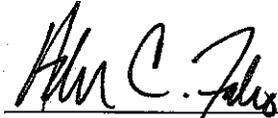
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**Exhibit A**

That Chapter 8 "Personnel" Sections 4 – 8 and 12 of the Code of Ordinances of the City of College Station Texas is hereby amended and is to read as follows:

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

**Emergency Management Plan**

**Section 4. Emergency Management Plan: Definitions**

(1) "Division of Emergency Management" shall mean an office managed by the Emergency Management Coordinator to operate the day to day operations of emergency management functions of the city.

(2) "Emergency Management Coordinator" shall mean a person designated to serve as an assistant to the Emergency Management Director for emergency purposes as authorized by Chapter 418 of the Government Code.

(3) "Emergency Management Director" shall mean the Mayor or the Mayor Pro Tem in the Mayor's absence as authorized by Chapter 418 of the Government Code.

(4) "Emergency Management Plan" shall mean any plan including this ordinance to provide for disaster mitigation, preparedness, response, and recovery.

(5) "Mayor" shall mean the Mayor of the City or the Mayor Pro Tem in the Mayor's absence and is the Emergency Management Director as authorized by Chapter 418 of the Texas Government Code, as amended (Herein after referred to as Chapter 418).

(6) "Volunteer" shall mean a person or entity contributing service, equipment, supplies or facilities without remuneration or without a formal agreement or contract for hire.

**Section 5. Emergency Management Plan: Purpose**

(1) The purpose of this ordinance is set out of the City's Emergency Management Plan as required by Chapter 418 of the Texas Government Code. The Division of Emergency Management shall be the coordinating agency for all activity in connection with the Emergency Management Plan; and during a period of attack or natural disaster, Emergency Management Plan will be the instrument through which the Mayor may exercise the authority and discharge the responsibility vested in him by state law through this ordinance.

(2) By the enactment of an Emergency Management Plan the City of College Station intends to further the health, safety and welfare of the residents of College Station in the event of an emergency disaster, major public disturbance, or other calamity.

(3) It shall be unlawful to tamper with or damage any warning systems or equipment.

**Section 6. Emergency Management Plan: Duties of the Mayor**

The Mayor as deemed necessary in the interest of the public health, safety, and welfare, shall have all the authority as authorized by Government Code Chapter 418 and is hereby authorized to perform all actions as permitted under Chapter 418 including:

- (1) Serve as the Emergency Management Director for the City.
- (2) Serve as the Governor's agent in the administration and supervision of duties and to exercise the powers granted to the Governor on an appropriate local scale.
- (3) Establish wage, price, rent controls and other economic stabilization methods.
- (4) Establish a curfew during day or night affecting categories of persons that may be designated and establish limitations on utility use in a disaster area.
- (5) Control the ingress and egress of people and occupation of premises of disaster areas and establish other security measures.
- (6) Suspend or limit the sale, distribution, dispensing or transportation of alcoholic beverages, firearms, explosives, ammunition, and all other combustible products and require the closing of those businesses or parts businesses that sell, distribute, dispense or transport these items.
- (7) Appoint volunteers to act at the direction of the Mayor or his designee to provide any necessary services.
- (8) Order the closing of bars, lounges, private clubs, liquor stores or any business establishments having a liquor, beer, or wine permit, gasoline stations, theaters, and public buildings. The Mayor shall also have the power to prohibit the sale of beer, wine and intoxicating liquor and the sale, distribution or gift of gasoline or other flammable liquid or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.
- (9) Establish blockades, close any and all streets, alleys, sidewalks, bike paths, public parks, or public ways.
- (10) Require that goods and services shall not be sold for more money than was charged on the date of the disaster.
- (11) Have the power and authority to suspend or modify ordinances of the City of College Station that would in any way prevent, hinder or delay necessary action in coping with a disaster.
- (12) Supervise of the development of emergency management plans for the City and all agreements deemed necessary for the implementation for such plans.

**Section 7. Emergency Management Plan: Penalty Provisions**

That any person, firm, or corporation violating this ordinance or any rule, order, declaration, or ordinance adopted under the Emergency Management Plan is an offense and punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days upon conviction thereof, and each offense shall be deemed to be a separate violation and punishable as a separate offense.

**Section 8. Emergency Management Plan: Liability and Responsibility of the City**

The City assumes no liability for injury or death of volunteers in the performance of their duties as volunteers except that which is imposed by State law or any provision in a City ordinance or resolution of the City Council. The City employees assigned to duty as part of the Emergency Management Program shall retain all of the rights, privileges, and immunities of City employees, and shall receive the compensation incident to their regular employment.

**Reserve Police Force****Section 12. Reserve Police Force**

(1) There is hereby established a police reserve force for the City of College Station, Texas.

(2) Members of the police reserve force shall be appointed and relieved at the discretion of the Chief of Police and shall serve as police officers during the actual discharge of official duties. The police reserve force shall not exceed in number the total number of regular police officers authorized.

(3) Members of the police reserve force shall serve at the discretion of the Chief of Police and may be called into active service at any time the Chief of Police considers it necessary to have additional police officers to preserve the peace and enforce the law.

**(4) Compensation and Benefits of Reserve Police Officers**

(a) Members of the police reserve force may serve without compensation. Uniforms and uniform compensation may be provided to the reserve police officers at the discretion of the Chief of Police. The uniform compensation shall be based solely upon time served by the member of the police reserve while in training for or in the performance of official duties.

(b) The City of College Station may provide hospital and medical assistance to members of the police reserve force who sustain injury in the course of performing official duties, in the same manner as provided by the City of College Station for its full-time police officers, and reserve officers shall be eligible for death benefits as provided in state law; provided, however, that nothing in this section shall be construed to authorize or permit a member of the police reserve force to become eligible for participation in any

pension fund created pursuant to state law, to which regular officers may become a member by payroll deductions or otherwise.

(c) Reserve police officers shall act only in a supplementary capacity to the regular police force and shall in no case assume the full-time duties of regular police officers.

**(5) Minimum Standards for Reserve Police Officers**

(a) Reserve police officers must comply with the minimum training standards established by the Texas Commission on Law Enforcement Officers Standards and education minimum standards established for all reserve law enforcement officers identical to the standards so established which must be fulfilled before a person appointed as a reserve law enforcement officer may carry a weapon or otherwise act as a peace officer. The Chief of Police shall establish qualifications and standards of training for members of the police reserve force and shall establish rules and regulations governing reserve police officers.

(b) The Chief of Police may establish minimum physical, mental, educational, and moral standards as used by the regular police department, but in no case shall the standards be less than that established by the Texas Commission on Law Enforcement Officers Standards and Education.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND ADOPTING THE BASIC EMERGENCY MANAGEMENT PLAN FOR THE CITY OF COLLEGE STATION.**

**WHEREAS**, the legislature of the State of Texas passed The Texas Disaster Act of 1975, Codified as Chapter 418 of the Texas Government Code; and

**WHEREAS**, the City Council of the City of College Station has passed by Ordinance No. \_\_\_\_\_ an Emergency Management Plan, which is the framework for a comprehensive plan for the mitigation, preparedness, and response and recovery phases of emergency management.

**WHEREAS**, the City Council finds the preparation of emergency management plans are required and authorized by State law and the designation of the office of the Director of Emergency Management for the City of College Station is required; and now, therefore,

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

**PART 1:** There exists the Office of Emergency Management Director of the City of College Station. The Director of such office shall be the Mayor of the City.

**PART 2:** The Director of the Office of Emergency Management shall appoint an Emergency Management Coordinator, who shall serve at the discretion of the Director as the Director's assistant.

**PART 3:** The Director shall be responsible for preparing a program of comprehensive emergency management within the City. The Director may delegate authority for execution of this duty to the Coordinator, but the ultimate responsibility for the preparation shall remain with the Director. The Director, in preparing the plan, shall be required to include:

**A.** An on-going survey of actual or potential major hazards, which threaten life and property within the City.

**B.** An on-going program for indentifying and recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.

**PART 4:** As a part of the Director's responsibility in hazard mitigation, the Director shall supervise the development of an Emergency Management Plan for the City of College Station and shall recommend that plan for adoption by the City Council, along with any and all Mutual Aid Plans and Agreements, which are deemed essential for the implementation of such Emergency Management Plan. The Director shall create a survey

of the availability of existing personnel, equipment, supplies, and services, which could be used during a disaster, as well as a continuing study for the need for amendments and improvements in the Emergency Management Plan.

**PART 5:** The Director shall bring to the City Council an Emergency Management Plan to be reviewed and adopted by the Council. The Basic Emergency Management Plan is attached hereto as **Exhibit A**.

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

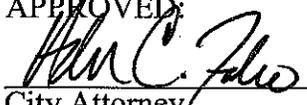
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**May 18, 2009**  
**Consent Agenda Item No. 2g**  
**Homeland Security Program Grant**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution accepting from the Office of Domestic Preparedness of the U.S. Department of Homeland Security in Cooperation with the U.S. Fire Administration for funding from the Assistance to Firefighters Grant Program in the amount of \$686,732 and agreeing to provide the local match of \$171,683.

**Recommendation(s):** Staff recommends approval of the application and acceptance of the grant if awarded from the Office of Domestic Preparedness and recommends the City Council to authorize and designate the Fire Chief or their designee, to sign agreements with the Office of Domestic Preparedness 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 Office of Domestic Preparedness who is responsible to administer the grant funds under the Assistance to Firefighters Grant Program, 44 CFR Part 152, for the purpose of making funds available for local projects that qualify under the list of eligible categories. The City of College Station desires to apply for (2) Assistance to Firefighters Grants during this current application period which ends on May 20, 2009. One Grant request is for the purchase of a full size Hazardous Materials Response vehicle. This vehicle will replace a small pick-up truck and undersized trailer that is currently being used. The second Grant request is for the purchasing and upgrading of our fire department self contained breathing apparatus which do not currently meet the new requirements and standards as outlined in NFPA 1981 on Self Contained Breathing Apparatus.

**Budget & Financial Summary:** This is an equipment grant request and the City of College Station is required to provide matching funds in the amount of \$108,000 for the Haz-mat response vehicle and \$63,683 for the SCBA upgrades and replacements. If the Grant request is approved there will be additional funds requested in future budgets for O&M for the vehicle and SCBA equipment obtained from the Grant.

**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 APPLICATIONS WITH THE OFFICE OF DOMESTIC PREPAREDNESS OF THE U.S. DEPARTMENT OF HOMELAND SECURITY IN COOPERATION WITH THE U.S. FIRE ADMINISTRATION FOR FUNDING FROM THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND FUNDING FOR LOCAL MATCHING FUNDS.

WHEREAS, the Office of Domestic Preparedness receives and administers grant funds under the Assistance to Firefighters Grant Program, 44 CFR Part 152, for the purpose of making funds available for local projects that qualify under the list of eligible categories; and

WHEREAS, the City Council of the City of College Station desires to apply for two (2) Assistance to Firefighters Act grants for acquisition of a response vehicle and equipment to enhance service delivery to citizens, now therefore

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

PART 1: That the City Council hereby approves the grant applications for \$432,000.00 for the purpose of purchasing a response vehicle and for \$254,732.00 for the purpose of purchasing and upgrading self contained breathing apparatus.

PART 2: That the City Council hereby agrees to provide the local match contributions of \$108,000.00 and \$63,683.00, respectively, as required by the Act.

PART 3: That the City Council hereby authorizes and designates the Fire Chief for the City of College Station Fire Department, or his designee, to sign agreements with the Office of Domestic Preparedness for these grants on behalf of the City of College Station.

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

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

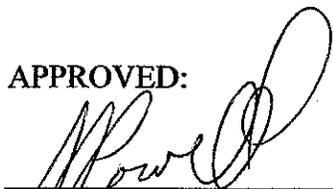
ATTEST:

APPROVED:

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

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

APPROVED:

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

**May 18, 2009**  
**Consent Agenda Item No. 2h**  
**Update of Steeplechase-Wellborn Sewer Impact Fee Area 03-02**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on consideration of an ordinance amendment to Ch. 15: Impact Fees which would update land use assumptions, capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02.

**Recommendation(s):** The Planning and Zoning Commission which serves as the Impact Fee Advisory Committee recommended approval of the Report containing the updated land use assumptions, capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02. Staff also recommends approval of the ordinance adopting the update.

**Summary:** A public hearing was conducted at the April 23, 2009 City Council Regular Meeting regarding the proposed land use assumptions, capital improvements plan, and the imposition of updated water and wastewater impact fees in Steeplechase-Wellborn Sewer Impact Fee Service Areas 03-02. This item tonight is to consider the adoption of this update through an ordinance amendment to Ch. 15: Impact Fees.

The "Steeplechase Wastewater Impact Fees" Report was prepared by our consultant Rimrock Consulting Company. This report contains the technical data which is the basis for the 2008-2018 fee calculation: land use and planning data, unit usage statistics and capital improvements plan. Actual fee calculation is shown in Section 3.0 of the report, specifically note Tables 3-2. Current fees and proposed maximum fee calculated in the subject report are provided below.

	<b>03-02 Steeplechase Wastewater</b>
<b>Current Fee*</b>	\$300.00
<b>Proposed Fee*</b>	\$357.74

\* per Living Unit Equivalent (LUE)

A summary of the Wastewater Impact Fees Report is provided in the referenced 5-Year Update Report. Note the above "Proposed Fees" are the maximum fee allowed based on the updated analysis, however Council may chose to enact a fee less than the maximum. Also note that the Planning and Zoning Commission serves as the Impact Fee Advisory Committee as defined by ordinance. As attested to by the Chairman of the planning and Zoning Commission on the attached 5-year Update Report, on February 5, 2009 the Advisory Committee unanimously recommended the report be forwarded to City Council and supported the information in the report to update the impact fees.

**Budget & Financial Summary:** This update report justifies the maximum impact fee for Service Area 03-02 to be increased to \$357.74/LUE from the current fee of \$300.00/LUE. By state law the fees cannot be greater than the proposed fee. The future revenue possible to be recovered if the maximum fee is adopted is \$942,644.90, assuming 2,838 LUEs at full build-out less the 203 LUEs existing. This would increase the recovery \$152,144.90 from the current fee. To date only \$7,216.03 has been collected.

**Attachments:**

1. Ordinance
2. Steeplechase Wastewater Impact Fees Report (Available at City Engineer's Office)
3. 5-Year Update Report Memo – 03-02 Steeplechase Wastewater Impact Fee

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

AN ORDINANCE AMENDING CHAPTER 15, "IMPACT FEES", 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 15, "IMPACT FEES", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A", "B", "C", and "D", 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

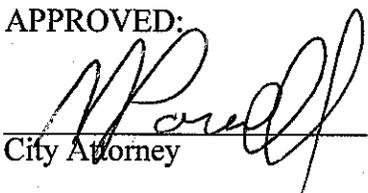
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

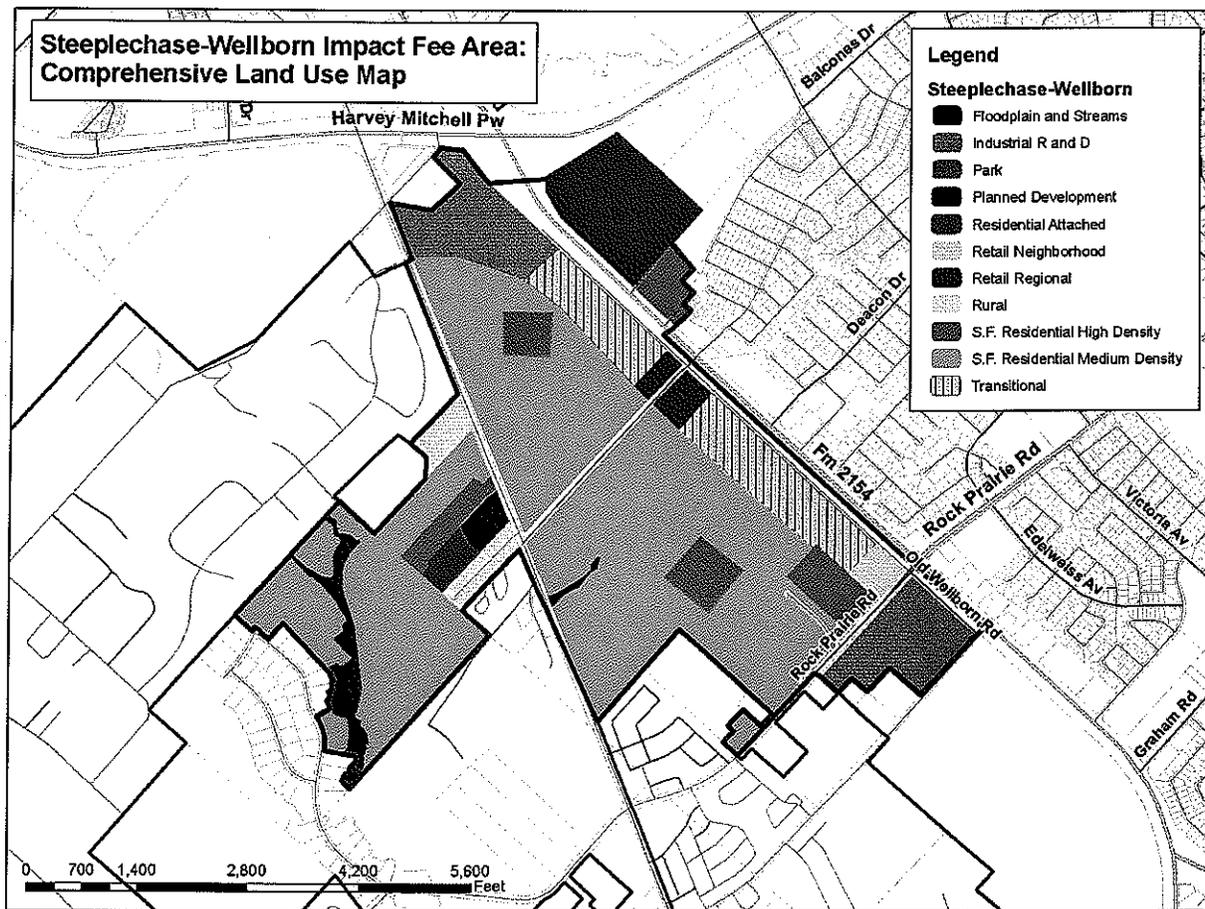
APPROVED:

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

**EXHIBIT "A"**

That Chapter 15, "IMPACT FEES", Exhibit A "Land Use Assumptions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Steeplechase-Wellborn Impact Fee Area 03-02 Figure and Table 2-1E: Population and Land Use Projections for Area 03-02 Steeplechase-Wellborn as set out hereafter to read as follows:

**Steeplechase-Wellborn Impact Fee Area 03-02 Figure**



**Table 2-1E: Population and Land Use Projections for Area 03-02 Steeplechase-Wellborn**

LAND USE	2008		2018		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Floodplain & Streams	18.90	2.44%	19.66	2.54%	20.41	2.64%
Industrial R & D	12.25	1.58%	41.61	5.37%	70.96	9.16%
Park	0.00	0.00%	10.02	1.29%	20.04	2.59%
Residential Attached	0.00	0.00%	6.49	0.84%	6.49	0.84%
Retail Neighborhood	0.00	0.00%	8.72	1.13%	11.62	1.50%
Retail Regional	12.17	1.57%	35.44	4.58%	58.70	7.58%
Rural	8.96	1.16%	12.96	1.67%	16.96	2.19%
Single Family Residential High Density	0.00	0.00%	34.16	4.41%	34.16	4.41%
Single Family Residential Medium Density	25.33	3.27%	301.25	38.91%	415.17	53.62%
Transitional	0.00	0.00%	31.16	4.02%	62.32	8.05%
Undeveloped	639.22	82.56%	215.36	27.81%	0.00	0.00%
<b>Subtotal Land Uses (a)</b>	<b>716.83</b>	<b>92.58%</b>	<b>716.83</b>	<b>92.58%</b>	<b>716.83</b>	<b>92.58%</b>
<b>TOTAL GROSS ACRES</b>	<b>774.26</b>	<b>100.00%</b>	<b>774.26</b>	<b>100.00%</b>	<b>774.26</b>	<b>100.00%</b>
Population	350		5,796		7,370	
Population per Urban Acres	4.51		11.56		10.28	
Population per Total Acres	0.45		7.49		9.52	

Source: College Station Staff, November 2008; 3.07 persons per residential unit used for population figures.

(a) ROW not included.

**EXHIBIT "B"**

That Chapter 15, "IMPACT FEES", Exhibit B "Capital Improvements Programs", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Table 4-1: Capacity Demand for Each New LUE for Area 03-02 Steeplechase-Wellborn, Table 4-2: Conversion of Land Uses to Living Units Equivalent for Area 03-02 Steeplechase-Wellborn, Table 4-3: LU|E Equivalencies for Various Types and sizes of Meters for Area 03-02 Steeplechase-Wellborn, Table 4-4: Estimation of Living Units Equivalent for Area 03-02 Steeplechase-Wellborn, Table 4-5: CIP Inventory and Costing for Area 03-02 Steeplechase-Wellborn, and Table 5: Categorization of Utility Debt for Area 03-02 Steeplechase-Wellborn, as set out hereafter to read as follows:

**Table 4-1 - CAPACITY DEMAND FOR EACH NEW LUE for Area 03-02 Steeplechase-Wellborn  
CITY OF COLLEGE STATION**

AREA	BASIS	CAPACITY PER LUE FOR WATER/SEWER LINES
Area 03-02 Steeplechase-Wellborn Sewer Line	Peak Day	1,068 gallons daily

**Table 4-2 - CONVERSION OF LAND USES TO LIVING UNITS  
EQUIVALENT for Area 03-02 Steeplechase-Wellborn  
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)
	Sewer
Floodplain & Streams	1.00
Industrial R & D	1.62
Institutional	2.10
Office	2.87
Park	1.00
Residential Attached	13.60
Retail Neighborhood	3.77
Retail Regional	4.07
Rural	0.00
Single Family Residential High Density	13.00
Single Family Residential Low Density	0.40
Single Family Residential Medium Density	4.50
Transitional	0.00

(a) Source: City of College Station, 2\_13\_08 Densities \_ Update Report\_Impact Fees.DOC.

**Table 4-3 - LUE EQUIVALENCIES FOR VARIOUS TYPES AND SIZES OF WATER METERS for Area 03-02 Steeplechase-Wellborn**

METER TYPE	METER SIZE	CONTINUOUS DUTY MAXIMUM RATE (gpm)	RATIO TO 5/8" METER
SIMPLE	5/8" x 3/4"	10	1.000
SIMPLE	3/4"	15	1.500
SIMPLE	1"	25	2.500
SIMPLE	1 1/2"	50	5.000
SIMPLE	2"	80	8.000
COMPOUND	2"	80	8.000
TURBINE	2"	100	10.000
COMPOUND	3"	160	16.000
TURBINE	3"	240	24.000
COMPOUND	4"	250	25.000
TURBINE	4"	420	42.000
COMPOUND	6"	500	50.000
TURBINE	6"	920	92.000
COMPOUND	8"	800	80.000
TURBINE	8"	1600	160.000
COMPOUND	10"	1150	115.000
TURBINE	10"	2500	250.000
TURBINE	12"	3300	330.000

SOURCE: AWWA Standards C700, C701, C702, C703.

**Table 4-4 - ESTIMATION OF LIVING UNITS EQUIVALENT for Area 03-02 Steeplechase-Wellborn  
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	ESTIMATED LUEs		
		2008	2018	Buildout
Floodplain & Streams	1.00	19	20	20
Industrial R & D	1.62	20	67	115
Park	1.00	0	10	20
Residential Attached	13.60	0	88	88
Retail Neighborhood	3.77	0	33	44
Retail Regional	4.07	50	144	239
Rural	0.00	0	0	0
Single Family Residential High Density	13.00	0	444	444
Single Family Residential Medium Density	4.50	114	1,356	1,868
Transitional	0.00	0	0	0
<b>Totals</b>		<b>203</b>	<b>2,162</b>	<b>2,838</b>
Population per LUE		1.73	2.68	2.60

**Table 4-5 - CIP INVENTORY AND COSTING for Area 03-02 Steeplechase-Wellborn  
CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY			2008-2018 CAPITAL COST	2008-2018 COST PER LUE
		TOTAL CUSTOMERS	2008-2018 GROWTH	POST-2018 GROWTH		
<b>MAJOR COLLECTION LINES</b>						
<b>EXISTING FACILITIES</b>						
Sanitary Sewer Facilities	\$1,130,147	100.00%	7.13%	69.04%	\$780,268	23.83%
<i>Subtotal Existing Facilities</i>	<b>\$1,130,147</b>	<b>100.00%</b>	<b>7.13%</b>	<b>69.04%</b>	<b>\$780,268</b>	<b>23.83%</b>
<b>FUTURE FACILITIES</b>						
None		%				
<i>Subtotal Future Facilities</i>	\$0	0.00%	0.00%	0.00%	\$0	0.00%
<b>TOTAL COLLECTION LINES</b>	<b>\$1,130,147</b>	<b>100.00%</b>	<b>7.13%</b>	<b>69.04%</b>	<b>\$780,268</b>	<b>23.83%</b>
<b>CONSTRUCTION COST TOTAL</b>	<b>\$1,130,147</b>					<b>\$398.12</b>

**Table 5 - CATEGORIZATION OF UTILITY DEBT for Area 03-02 Steeplechase-Wellborn  
CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	BOND ISSUE		FACILITY CAPACITY		OUTSTANDING DEBT
	DATE	TOTAL ISSUE	TOTAL	FOR CURRENT CUSTOMERS	
<b>MAJOR COLLECTION</b>					
Sanitary Sewer Facilities	2004	\$1,000,000	100.00%	7.13%	\$43.74
<i>Subtotal Wastewater Collection</i>		\$1,000,000			\$43.74
<b>OUTSTANDING DEBT TOTAL</b>		\$1,000,000			\$43.74

**EXHIBIT "C"**

That Chapter 15, "IMPACT FEES", Exhibit C "Maximum Impact Fees", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Table 6-3E: Maximum Impact Fees for Various Water Meter Sizes for Area 03-02 Steeplechase-Wellborn as set out hereafter to read as follows:

**Table 6-3E - MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES For AREA 03-02 Steeplechase-Wellborn**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$357.74
SIMPLE	3/4"	1.500	\$536.61
SIMPLE	1"	2.500	\$123.80
SIMPLE	1_1/2"	5.000	\$1,788.70
SIMPLE	2"	8.000	\$2,861.92
COMPOUND	2"	8.000	\$2,861.92
TURBINE	2"	10.000	\$3,577.40
COMPOUND	3"	16.000	\$5,723.84
TURBINE	3"	24.000	\$8,585.76
COMPOUND	4"	25.000	\$8,943.50
TURBINE	4"	42.000	\$15,025.08
COMPOUND	6"	50.000	\$17,887.00
TURBINE	6"	92.000	\$32,912.08
COMPOUND	8"	80.000	\$28,619.20
TURBINE	8"	160.000	\$57,238.40
COMPOUND	10"	115.000	\$41,140.10
TURBINE	10"	250.000	\$89,435.00
TURBINE	12"	330.000	\$118,054.20

**EXHIBIT "D"**

That Chapter 15, "IMPACT FEES", Exhibit D "Impact Fees Charged", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Table 6-3E: Maximum Impact Fees for Various Water Meter Sizes for Area 03-02 Steeplechase-Wellborn as set out hereafter to read as follows:

**Table 6-3E - MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES For AREA 03-02 Steeplechase-Wellborn**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$357.74
SIMPLE	3/4"	1.500	\$536.61
SIMPLE	1"	2.500	\$123.80
SIMPLE	1_1/2"	5.000	\$1,788.70
SIMPLE	2"	8.000	\$2,861.92
COMPOUND	2"	8.000	\$2,861.92
TURBINE	2"	10.000	\$3,577.40
COMPOUND	3"	16.000	\$5,723.84
TURBINE	3"	24.000	\$8,585.76
COMPOUND	4"	25.000	\$8,943.50
TURBINE	4"	42.000	\$15,025.08
COMPOUND	6"	50.000	\$17,887.00
TURBINE	6"	92.000	\$32,912.08
COMPOUND	8"	80.000	\$28,619.20
TURBINE	8"	160.000	\$57,238.40
COMPOUND	10"	115.000	\$41,140.10
TURBINE	10"	250.000	\$89,435.00
TURBINE	12"	330.000	\$118,054.20



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960  
College Station, Texas 77842  
Phone 979.764.3570 / Fax 979.764.3496

**MEMORANDUM**

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**DATE:** January 29, 2009  
**TO:** Planning and Zoning Commission  
**FROM:** Alan Gibbs, P.E., City Engineer  
**SUBJECT:** 5-Year Update Report – 03-02 Steeplechase Wastewater Impact Fee

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The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the advisory committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all the associated construction is complete. As titled, this Update Report addresses 03-02 Steeplechase Wastewater Impact Fee. The remaining four impact fees 92-01, 97-01, 97-02B, and 99-01 underwent the 5-year update in 2008 where each of fees was likewise amended.

The following is a **current status** report for 03-02 Steeplechase Wastewater Impact fee:

03-02 Sanitary Sewer (Steeplechase) (715 acres) \$300.00/LUE  
This fee was initially implemented in June 2003 at \$300.00/LUE and has not been revised. This CIP was constructed in two phases of sanitary sewer line

construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last 6 months are \$606.38 for total collected amount of \$7,216.03 (per Account #253-0000-101.00-00).

Attached is the “Steeplechase Wastewater Impact Fee Study” report prepared by our consultant Rimrock Consulting Company. This report contains the technical data which is the basis for the 2008-2018 fee calculation: land use and planning data, unit usage statistics and capital improvements plan.

Note that this update proposes to increase the Steeplechase Impact Fee area 138 acres which includes Great Oaks Subdivision, Las Palomas Subdivision and remaining portion of Oakland Ridge Subdivision. The proposed service area is depicted in the report in Figure 2-1. The tracts of land proposed to be added to the service area were annexed into the city limits in 2008 and each are planned to be served by city sanitary in future.

Table 2-3 of the report provides densities in LUEs per acre that that the committee participated in revising in 2008. Staff has since analyzed data for the land uses to reflect how development has occurred in recent years to arrive at the proposed conversion of land uses to living units equivalents.

Actual fee calculation is shown in Section 3.0 of the report, specifically note Table 3-2. Current fee and proposed maximum fee calculated in the subject report are provided below.

	<b>03-02 Steeplechase Wastewater</b>
<b>Current Fee*</b>	\$300.00
<b>Proposed Fee*</b>	\$357.74

\* per Living Unit Equivalent (LUE)

To proceed with this 5-year fee update, the Advisory Committee needs to act on the following:

- 1) Notify and recommend to City Council in writing that the fees be updated in accordance with “Water and Wastewater Impact Fees” Report by Rimrock Consulting Co.

Should the Advisory act to perform the preceding item, the following actions are needed to complete this process:

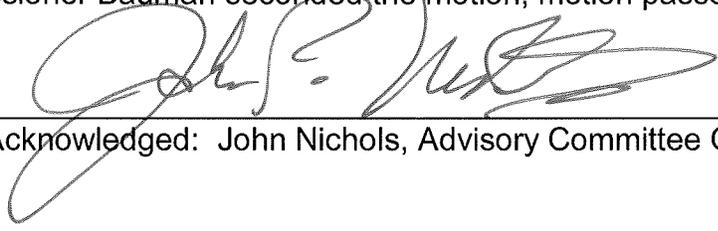
- 2) Staff prepares notices for the public hearing.
- 3) City Council conducts the public hearing and acts on the fee update by ordinance amendment.
- 4) Mayor sends compliance letter to the Attorney General.

Attachments:

- 1) Exhibit of Proposed Additional Areas to the Steeplechase Impact Fee Service Area
- 2) "Steeplechase Wastewater Impact Fees" Rimrock Consulting Co. January 2009 Report

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The above memo was presented by Alan Gibbs to the Advisory Committee at the Planning and Zoning Commission Meeting on February 5, 2009. Minutes from the meeting reflect, "Commissioner Greer motioned to recommend approval of the 5-Year Update Report and give the chairman authorization to sign the written certification. Commissioner Bauman seconded the motion, motion passed (7-0)."



---

Acknowledged: John Nichols, Advisory Committee Chair

**May 18, 2009**  
**Consent Agenda Item No. 2i**  
**TxDOT Maintenance Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding a resolution approving a Municipal Maintenance Agreement with the State of Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of College Station.

**Recommendation(s):** Staff recommends that Council approve the resolution approving the maintenance agreement authorizing the Mayor to execute the agreement.

**Summary:** This maintenance agreement describes both the City's and the State's responsibilities for the maintenance of each of the State Highways within the City of College Station. The highways are divided into "controlled access" and "non-controlled access" highways. The controlled access highway is SH 6 (Earl Rudder Freeway). All of the other State Highways are classified as non-controlled access highways.

The agreement is renewed every 3 years. This agreement is the same as the last except that SH 40 (William D. Fitch) is added to the inventory of non-controlled access highways.

**Budget & Financial Summary:** The largest financial impact of this agreement is in the area of right-of-way mowing. The Street & Drainage Maintenance division's right-of-way mowing operation covered approximately 4,693 curb miles in FY 2008 at a cost of just under \$100,000. The addition of SH 40 will increase that to 5,500 curb miles each year bringing the annual cost to \$116,000.

**Attachments:**

1. Resolution
2. Maintenance Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF COLLEGE STATION AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

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

- PART 1: That the Municipal Maintenance Agreement, dated May 18, 2009, between the State of Texas and the City of College Station for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of College Station is hereby approved, and;
- PART 2: That the City Council hereby authorizes Mayor Ben White to execute said agreement on behalf of the City of College Station and to transmit same to the State of Texas for appropriate action.
- PART 3: That this resolution shall take effect immediately from and after its passage.

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

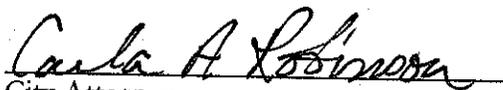
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



# MUNICIPAL MAINTENANCE AGREEMENT

Form 1038  
(Rev. 12/08)  
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of \_\_\_\_\_ (population \_\_\_\_\_, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

### WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

**WHEREAS**, the City has requested the State to assist in the maintenance and operation of State highways within such City:

### AGREEMENT

**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, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

## COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

## GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

#### **NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

#### **State's Responsibilities (Non-Controlled Access)**

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### **City's Responsibilities (Non-Controlled Access)**

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

#### **CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

### **State's Responsibilities (Controlled Access)**

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

### **City's Responsibilities (Controlled Access)**

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

**TERMINATION**

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, the City of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_

CITY OF \_\_\_\_\_

BY \_\_\_\_\_

(Title of Signing Official)

THE STATE OF TEXAS

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

BY \_\_\_\_\_

(District Engineer)

\_\_\_\_\_ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

**NOTE:** To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

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

**ATTEST:**

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

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

**APPROVED:**

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

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

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

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

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

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

COLLEGE STATION  
EXHIBIT "A"  
NON-CONTROLLED ACCESS HIGHWAYS

- BS 6-R-----From North City Limits, South to junction SH 6
- FM 2818-----From North City Limits, Southeast to junction SH6
- FM 2347-----From Easterwood Airport, East to junction BS6-R
- FM 60-----From West City Limits, to junction SH 47
- FM 60-----From junction FM 2818, Northeast to East City Limits
- SH 30-----From junction BS6-R, East to East City Limits
- FM 2154-----From North City Limits, South to South City Limits. (Except out 0.3  
South of FM 2818 to North Graham Road.)
- SH 308-----From University Drive intersection, North to North City Limits
- SH 40-----From SH 6 to FM 2154

**COLLEGE STATION  
EXHIBIT "B"  
CONTROLLED ACCESS HIGHWAYS**

**SH 6-----From North City Limits, South to South City Limits**  
**FM 60-----From SH 47, East to FM 2818**

May 18, 2009

Consent Agenda Item No. 2j

Annual Water Meter Purchase Contract Renewal

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding the second renewal of an annual contract for the purchase of water meters from Badger Meter, Inc. for the estimated cost of \$131,880.

**Recommendation:** Staff recommends approval.

**Summary:** Badger Meter, Inc. has agreed to renew the original bid's terms and conditions. This is the second annual renewal term of three possible renewals, and staff recommends continuing to purchase meters from this manufacturer based on the reasonable price and the exceptional quality of the product. The estimated contract cost of \$131,880 is based on the expected number and type of water meters that will need to be purchased over the course of the next year, and actual cost will depend on those quantities.

Please note, this is one of two items on this agenda for purchase of water meters. This item will renew the annual contract to purchase water meters as needed over the course of the year, and the other item is requesting approval of a contract to purchase 4,000 meters all at once, for the water meter replacement program. The annual contract existed before the water meter replacement program was initiated, and the two are kept separate for accounting purposes. Also, if the replacement program was terminated, this annual contract would still be required.

**Budget & Financial Summary:** Funds for this item are budgeted in the Water Capital Improvement Projects Fund.

**Attachments:**

Renewal letter



April 1, 2009

Ms. Pamela G. Stokke-Ceci  
Assistant Secretary  
Badger Meter, Inc.  
4545 W. Brown Deer Road  
Milwaukee, WI 53223

Dear Ms. Stokke-Ceci:

RE: 2<sup>nd</sup> Renewal of Bid No. 07-74  
Annual Price Agreement for Water Meters

Dear Ms. Stokke-Ceci:

The City of College Station appreciates the services provided by Badger Meter, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of one year, June 1, 2009 through May 31, 2010 for the amount of \$131,880.00.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Monday, April 13, 2009.

Should you have any questions, please contact me via phone at (979) 764-3558 or e-mail at [ldavis@cstx.gov](mailto:ldavis@cstx.gov).

Sincerely,

Lisa D. Davis, C.P.M  
Buyer

Attachment

**SPECIFICATIONS FOR  
ANNUAL BLANKET ORDER  
FOR CITY WATER METERS**

**BID #07-74**

**By  
PARTICIPATING ENTITIES**



City of College Station  
1101 Texas Avenue  
College Station, TX 77840  
[www.cstx.gov](http://www.cstx.gov)



City of Bryan  
P.O. Box 1000  
Bryan, TX 77805  
[www.bryantx.gov](http://www.bryantx.gov)

**BID OPENING DATE: Friday, April 27, 2007 @ 2:00 P.M. CST**

**City of College Station  
Purchasing Department  
Alan Degelman, C.P.M.  
Buyer  
1101 Texas Avenue  
College Station, TX 77840**

\*\*\*\*\*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew bid No. 07-74 for water meters in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning June 1, 2009 through May 31, 2010.

**BADGER METER, INC.**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Pamela G. Stokke-Ceci, Assistant Secretary  
**CITY OF COLLEGE STATION**

04/03/09  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
Mayor

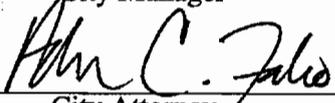
\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

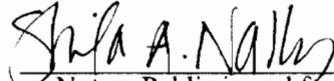
\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 3rd day of April, 2009,  
by Pamela G. Stokke-Ceci in his/her capacity as Assistant Secretary of  
BADGER METER, INC., a Wisconsin Corporation, on behalf of said corporation.

  
Notary Public in and for the  
State of Wisconsin  
My Commission Expires: 11/14/10

STATE OF TEXAS  
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
by \_\_\_\_\_, in the capacity as Mayor of the City of College Station, a  
Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

**May 18, 2009**  
**Consent Agenda Item No. 2k**  
**Water Meter Replacement Program Purchase Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding rejection of the low bid (because the internal chambers are not large enough to meet specifications) and approval of the water meter purchase contract with Badger Meter, Inc in the amount of \$241,361.90.

**Recommendation:** Staff recommends rejection of the low bid and approval of the contract with Badger, because the latter will provide a water meter with a larger chamber that meets specifications.

**Summary:** The Water Meter Replacement Program was approved by City Council last year, in order to replace water meters on a seven year cycle and reduce "unbilled" water. Due to the City's high water pressure, water meters will typically begin to underestimate water usage after seven years, which reduces revenue to the Water Fund. This purchase contract will initiate the second year of the water meter replacement program, which replaces 4,000 meters per year and is estimated to pay back the investment many times over.

As shown on Bid Tab #09-58, Badger Meter was the second low bidder at \$241,361.90. The lowest bidder was HD Supply Waterworks at \$238,055.00. However their meter, Neptune, did not meet the product specifications set forth in the bid package. The specifications in the bid package constitute the terms of the contract and must be met. Specifically, the Neptune meters internal chambers were not large enough to meet the specification, and this is critical to achieve smooth water flow through the meter for accurate readings and a longer service life. Also, the Neptune touch pads are not compatible with the touch readers used by our meter readers. Therefore, staff is recommending rejection of the low bid, and award to the second lowest responsible bidder based on previous product experience and Badger Meter's adherence to strict bid specifications and quality standards.

Please note, this is one of two items on this agenda for purchase of water meters. This item will purchase 4,000 meters all at once, and the other item is requesting approval of the annual contract for purchasing water meters as needed over the course of the year. The annual contract existed before the water meter replacement program was initiated, and the two are kept separate for accounting purposes.

**Budget & Financial Summary:** Funds for the Water Meter Replacement program are budgeted in the Water Capital Improvement Projects Fund.

**Attachments:**  
Bid Tab



ITB 09-58  
Purchase of Water Meters  
Open Date: Tuesday, April 14, 2009 @ 2:00

Item No.	Qty (Estimate)	UOM	Description	Aqua Metric (Schertz, TX)		Badger Meter, Inc. (Milwaukee, WI)		Hersey Meters (Cleveland, NC)		ACT Pipe and Supply (Bryan, TX)		HD Supply Waterworks (College Station, TX)		Municipal Water Works Supply, LP (Royse City, TX)		U.S. Metering & Technology, Inc. (Rockdale, TX)	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	2000	EA	5/8" x 3/4" WATER METER	\$ 38.43	\$ 76,860.00	\$ 36.55	\$ 73,100.00	\$ 38.40	\$ 76,800.00	\$ 33.60	\$ 67,200.00	\$ 35.28	\$ 70,560.00	\$ 32.50	\$ 65,000.00	\$ 45.00	\$ 90,000.00
2	400	EA	1" WATER METER	\$ 85.45	\$ 34,180.00	\$ 82.55	\$ 33,020.00	No Bid	\$ -	\$ 83.15	\$ 33,260.00	\$ 82.00	\$ 32,800.00	\$ 85.26	\$ 34,104.00	\$ 101.50	\$ 40,600.00
3	200	EA	1-1/2" WATER METER	\$ 246.84	\$ 49,368.00	\$ 185.59	\$ 37,118.00	\$ 192.00	\$ 38,400.00	\$ 229.00	\$ 45,800.00	\$ 189.00	\$ 37,800.00	\$ 307.00	\$ 61,400.00	\$ 230.00	\$ 46,000.00
4	150	EA	2" WATER METER	\$ 363.94	\$ 54,591.00	\$ 246.75	\$ 37,012.50	\$ 292.00	\$ 43,800.00	\$ 289.00	\$ 43,350.00	\$ 268.00	\$ 40,200.00	\$ 377.00	\$ 56,550.00	\$ 316.00	\$ 47,400.00
5	10	EA	2" COMPOUND WATER METER TR/PL	\$ 1,225.83	\$ 12,258.30	\$ 1,033.25	\$ 10,332.50	\$ 1,339.00	\$ 13,390.00	\$ 1,079.00	\$ 10,790.00	\$ 1,050.00	\$ 10,500.00	No Bid	\$ -	\$ 1,262.00	\$ 12,620.00
6	200	EA	5/8" x 3/4" WATER METER TR/PL	\$ 75.64	\$ 15,128.00	\$ 83.32	\$ 16,664.00	\$ 80.00	\$ 16,000.00	\$ 84.80	\$ 16,960.00	\$ 72.00	\$ 14,400.00	No Bid	\$ -	\$ 94.00	\$ 18,800.00
7	100	EA	1" WATER METER TR/PL	\$ 119.78	\$ 11,978.00	\$ 162.28	\$ 16,228.00	No Bid	\$ -	\$ 136.60	\$ 13,660.00	\$ 146.00	\$ 14,600.00	No Bid	\$ -	\$ 150.50	\$ 15,050.00
8	50	EA	1 1/2" WATER METER TR/PL	\$ 273.28	\$ 13,664.00	\$ 259.09	\$ 12,954.50	\$ 253.00	\$ 12,650.00	\$ 283.00	\$ 14,150.00	\$ 246.50	\$ 12,325.00	No Bid	\$ -	\$ 278.50	\$ 13,925.00
9	10	EA	3" HYDRANT METER	\$ 383.23	\$ 3,832.30	\$ 493.24	\$ 4,932.40	No Bid	\$ -	\$ 479.00	\$ 4,790.00	\$ 487.00	\$ 4,870.00	\$ 463.55	\$ 4,635.50	\$ 563.00	\$ 5,630.00
<b>GRAND TOTAL</b>				<b>\$271,859.60</b>	<b>\$271,859.60</b>	<b>\$ 241,361.90</b>	<b>\$ 241,361.90</b>	<b>\$ 201,040.00</b>	<b>\$ 201,040.00</b>	<b>\$ 249,960.00</b>	<b>\$ 249,960.00</b>	<b>\$ 238,055.00</b>	<b>\$ 238,055.00</b>	<b>\$ 221,689.50</b>	<b>\$ 221,689.50</b>	<b>\$290,025.00</b>	<b>\$290,025.00</b>
<b>DELIVERY (Calendar Days)</b>				<b>21</b>	<b>21</b>	<b>28 - 30 days</b>	<b>28 - 30 days</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>21</b>	<b>21</b>	<b>7-21</b>	<b>7-21</b>	<b>30</b>	<b>30</b>
<b>PROMPT PAYMENT DISCOUNT</b>				<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>2%</b>	<b>2%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

**NOTES**

Aqua Metrics

»MFG: Sensus

»Bidder submitted an alternate bid for Item No. 5: Sensus C-2 Compound Meter, \$866.67 each, Total \$8,666.70

Badger Meter, Inc.

»MFG: Badger

Hersey Meters

»MFG: Hersey

ACT Pipe and Supply

»MFG: Performance Meter, Inc.

HD Supply Waterworks

»MFG: Neptune

Municipal Water Works Supply, LP

»MFG: Infinity

U.S. Metering and Technology, Inc.

»MFG: Elster/AMCO

**May 18, 2009**  
**Consent Agenda Item No. 2L**  
**Change Order No. 6 to the CSU Meeting & Training**  
**Facility Construction Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding Change Order No. 6 to the construction contract (Contract No. 08-044) with JaCody, Inc. in the amount of \$29,961.76 for the CSU Meeting & Training Facility.

**Recommendation(s):** Staff recommends approval of Change Order No. 6 to the JaCody, Inc. contract in the amount of \$29,961.76.

**Summary:** This change order is for the installation of a firewall that would partition the building into two separate fire areas since the building is not sprinkled. The sprinkler system was part of the original design but later removed in an attempt to bring the project closer to budget, and an additional fire hydrant was installed to address fire coverage. The architect classified the building incorrectly, which impacted the building's occupancy load. In order to obtain sufficient capacity for each room's intended use without a sprinkler system, the building had to be broken into separate fire areas. This was achieved by installing 90-minute rated fire doors on the east wing corridor and a 2-hour rated firewall between the lobby and east wing. Fire rated windows will also be installed in the lobby tower.

This change order also includes installation of receptacles on the Auditorium tables for data and power to be plugged in on the table tops of each seat instead of below the table.

**Budget & Financial Summary:** This change order is a net change of 1.59% of the original contract amount. Funds in the amount of \$2,500,000 are currently budgeted for this project in the Electric Utility Capital Improvement Projects Fund. Funds in the amount of \$2,522,767.62 have been expended or committed to date. To cover this overage, in addition to this change order and additional anticipated future final expenses, it is proposed that \$75,000 be transferred from funds budgeted in electric distribution capital. These funds were budgeted for the Dowling Road substation, but the budget is available due to delays. The budget for the Dowling Road substation will be included in the FY10 CIP.

**Attachments:**

- 1.) Change Order #6
- 2.) Project Location Map

CHANGE ORDER NO. 6  
P.O.# 080352

Contract No. 08-044 DATE: April 30, 2009  
PROJECT: CSU Meeting and Training Facility, WF0847168

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

CONTRACTOR:  
JaCody, Inc.  
10770 HWY 30, Suite 400 Ph: (979) 774-5613  
College Station, Texas 77845 Fax: (979) 774-5693

PURPOSE OF THIS CHANGE ORDER:

- To install a 90 min rated fire door between the lobby area and east wing corridor
- To install 45 min rated windows in the lobby tower
- To install a 2 hour rated firewall between the lobby and east corridor and on the southeast wall of the lobby that includes the display case
- Additional time for a 2 week extension
- Five (5) additional duplex receptacles on each row (table) Mockett Part #PCS24 black mounted on top of table, (8) additional data connections (Cat5e) on each row, total (5) table top duplex receptacles, (10) data receptacles per table.
- Mount both double duplex on interior vertical portion of desk @ approx 28" AFF for the (5) additional duplex table-top receptacles to plug in.
- Raise cabinet height above the sink in the kitchen
- Power receptacles in ceiling of IT room above the equipment racks

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	6'0"x7'0" Hollow Metal Frame, 1 pair 90 min plastic laminate doors, hinges, closers, magnetic door holder, stops and surface vertical rod exit devices, power and low voltage to fire panel.	\$5,661.20	0	1	\$5,661.20
2	EA	Demo existing 2 windows in tower and reinstall with Firelite glass with a 45 minute rating, into a steel frame.	\$2,952.88	0	2	\$5,905.76
3	LS	Wall on eastern part of bldg between lobby and corridor, changed to 2 hour rated firewall, extending to cover southeast wall with the display case.	\$5,699.00	0	1	\$5,699.00
4	EA	2 week extension	\$2,500.00	0	2	\$5,000.00
5	LS	Mockett duplex receptacles mounted on table top with additional data connections	\$6,325.00	0	1	\$6,325.00
6	LS	Double duplex mounted on vertical interior of desk 28" AFF	\$531.30	0	1	\$531.30
7	LS	Move elevation 9 in room 111 upper cabinets up 6"	\$379.50	0	1	\$379.50
8	EA	Add (2) 125V outlet boxes, each with four NEMA L5-20 outlets	\$230.00	0	2	\$460.00
<b>TOTAL</b>						<b>\$29,961.76</b>

THE NET AFFECT OF THIS CHANGE ORDER IS 1.59% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$1,883,978.00	
Change Order No. 1	\$3,818.00	0.20%
Change Order No. 2	\$2,718.50	0.14%
Change Order No. 3	\$18,425.00	0.98%
Change Order No. 4	\$156,468.00	8.31%
Change Order No. 5	\$1,799.73	0.10%
Change Order No. 6	\$29,961.76	1.59% CHANGE
REVISED CONTRACT AMOUNT	<u>\$2,097,168.99</u>	11.32% TOTAL CHANGE

ORIGINAL CONTRACT TIME	300 Days
Time Extension No. 1	120 Days
Time Extension No. 2	14 Days
Revised Contract Time	<u>434 Days</u>

APPROVED

*[Signature]* 5/4/09  
A/E CONTRACTOR Date

*[Signature]* 5.5.07  
CONSTRUCTION CONTRACTOR Date

*[Signature]* 5/5/09  
PROJECT MANAGER Date

N/A  
CITY ENGINEER Date

*[Signature]* 5/5/07  
DEPARTMENT DIRECTOR Date  
FOR CRG

*[Signature]*  
CITY ATTORNEY Date

\_\_\_\_\_  
DIRECTOR OF FISCAL SERVICES Date

\_\_\_\_\_  
MAYOR Date

\_\_\_\_\_  
CITY SECRETARY Date

\_\_\_\_\_  
CITY MANAGER Date

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

# CSU Meeting and Training Facility Site Map



**May 18, 2009**  
**Consent Agenda Item No. 2m**  
**Koppe Bridge Lift Station Design Change Order No. 1**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to the professional services contract with Mitchell & Morgan, L.L.P. for the Koppe Bridge Lift Station Project in an amount not to exceed \$62,635.00.

**Recommendation(s):** Staff recommends Council approval of the change order in an amount not to exceed \$62,635.00.

**Summary:** This project provides for the construction of a lift station and force main sanitary sewer from the existing Meadow Creek Package Plant to the Castlegate subdivision. This will allow the Meadow Creek Package Plant to be taken out of service. The initial scope of services included the design of the force main to the Creek Meadow lift station. Due to the lack of capacity in the existing force main from Creek Meadow to Castlegate, the need for additional storage at Creek Meadow, and the lack of outlet capacity at the existing sanitary sewer manhole at Castlegate, a new force main will be designed from Meadow Creek to a connection to a different sanitary sewer manhole at Castlegate.

**Budget & Financial Summary:** Funds in the amount of \$400,000 are currently budgeted for this project in the Wastewater Capital Improvement Projects Fund. Funds in the amount of \$72,482.84 have been expended or committed, leaving a balance of \$327,517.16. It is anticipated; however, that the cost of the construction of the lift station, the length of force main sewer from Meadow Creek to Creek Meadow, and the additional length of force main sewer from Creek Meadow to Castlegate will considerably exceed the amount currently budgeted. The FY10 budget for this project will be proposed at \$1,250,000.

**Attachments:**

1. Change Order No. 1
2. Mitchell & Morgan letter
3. Location Map

CHANGE ORDER NO. 1

Contract No. 09-086

DATE: 04/22/2009

P.O.# 090468 PROJECT: Koppe Bridge Lift Station Project WF1097963/001

**OWNER:**

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

**CONTRACTOR:**

Mitchell & Morgan, L.L.P.  
511 University Dr. Suite 204  
College Station, Texas 77840  
Ph: (979) 260 - 6963  
Fax: (979) 260 - 3564

**PURPOSE OF THIS CHANGE ORDER:**

A. Change in scope of services to include design of force main from Meadowcreek to the Castlegate subdivision.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Revise scope of services to include all elements necessary to design a lift station and force main from Meadowcreek subdivision to the Castlegate subdivision and that will not require additional storage at Creekmeadow subdivision. Also, this scope includes material testing during the construction phase.	\$62,635.00	0	1	\$62,635.00
					TOTAL	\$62,635.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 103.19% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$60,700.00	
Change Order No. 1	\$62,635.00	103.19% CHANGE
REVISED CONTRACT AMOUNT	\$123,335.00	103.19% TOTAL CHANGE

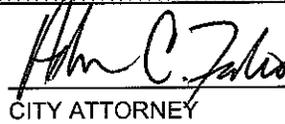
ORIGINAL CONTRACT DESIGN TIME	180 Days
Change Order No. 1	57 Days
Revised Contract Design Time	237 Days

SUBSTANTIAL COMPLETION DATE	N/A
Revised Substantial Completion Date	N/A

APPROVED

 \_\_\_\_\_  
A/E CONTRACTOR

23 APR 09

 \_\_\_\_\_  
CITY ATTORNEY

N/A \_\_\_\_\_  
CONSTRUCTION CONTRACTOR

\_\_\_\_\_   
DIRECTOR OF FISCAL SERVICES

 \_\_\_\_\_  
PROJECT MANAGER

4/27/09

\_\_\_\_\_   
MAYOR

N/A \_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_   
CITY SECRETARY

 \_\_\_\_\_  
DEPARTMENT DIRECTOR

28-Apr-09

\_\_\_\_\_   
CITY MANAGER



20 Apl 09

Donald Harmon  
City of College Station  
Public Works  
PO Box 9960  
College Station, TX 77842

***RE: Change Order to Koppe Bridge Lift Station Proposal***

Dear Donald,

As stated in the original proposal for this project (dated 11/20/08), Mitchell & Morgan agreed to only submit a change order when a major modification to the original scope was proposed. Based upon the conclusions drawn from the work performed in the Conceptual Phase of this project we have all agreed that a major modification is warranted.

**Conceptual Phase Conclusions**

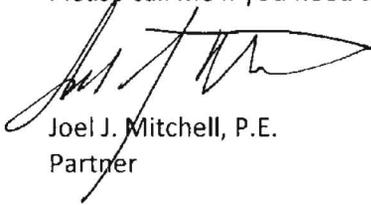
The research performed as part of the Conceptual Phase points to several areas of change, namely;

- Additional wet well storage at the Creek Meadow (CM) Lift Station as originally discussed would generate additional maintenance for CoCS utility forces and requires a variance from TCEQ. This option is the least attractive to CoCS utilities representatives.
- The CM Lift Station firm pumping capacity (0.70 cfs) is currently much less than the predicted peak flow (2.11 cfs) into the lift station (TCEQ requires firm pumping capacity=peak inflow). To rectify this situation, avoid any TCEQ variance process, as well as accommodate the increased flow that will come from the Meadow Creek (MC) Lift Station, two (2) items that were not originally anticipated will now need to occur as part of this project:
  - A parallel Forcemain will be required because the existing force main from CM to Castlegate does not have sufficient capacity for the Creek Meadows Subdivision without a variance, and is therefore not sufficient for the additional MC flows. The current CM pumps and Forcemain were originally sized to discharge only that which the downstream gravity system could accommodate.
  - Because the downstream sanitary sewer gravity system which currently accepts the discharge from the CM Lift Station is not sized to accept the peak flow from the CM Lift Station, a new sewer system which will have capacity will need to be designed and constructed as part of this project.

As a result of these conclusions, the following change order scope of services is submitted.

Because we need to extend the topo survey, geotechnical investigation, and environmental assessment, we need to go back into the conceptual phase. I am happy to end the conceptual design with the completion of those components. I have revised the schedule as shown in Attachment A.

Please call me if you need any other changes or wish to discuss this proposal.

A handwritten signature in black ink, appearing to read 'Joel J. Mitchell', with a stylized flourish at the end.

Joel J. Mitchell, P.E.  
Partner

## Exhibit A

### Change Order Scope of Services

#### ***Additional Services***

##### **Preliminary Design**

As part of the Preliminary Design, Mitchell & Morgan will add the following work product:

- *Sanitary Sewer Study*

Mitchell & Morgan will perform a Sanitary Sewer Study for the project. This study will check the capacity of all existing major sanitary sewer lines located within the Castlegate Subdivision, which will ultimately accept the flow from the CM and MC Lift Stations. All of these sanitary sewer lines to the 18" sanitary sewer line under SH40 (see attached graphic) will be included in the study. The available capacity calculations will be based upon as-built lengths and slopes obtained from City construction plan records. No on-the-ground survey to verify flow lines and lengths will be performed. The sewer sheds will be defined as all areas which gravity drain to the new sanitary sewer line as well as to the CM Lift Station and the MC Lift Stations. All areas which are not currently developed will be assessed a sanitary sewer flow rate based upon the proposed land use on the Draft 2009 Comprehensive Plan.

- *New Force Main & 12" Gravity Sanitary Sewer Line*

Based upon the results of the Sanitary Sewer Study, Mitchell & Morgan will design improvements necessary to discharge the MC Lift Station to a gravity system. Preliminary calculations indicate that the existing large gravity sanitary sewer lines within the Castlegate Subdivision will be adequate to accept this flow. However, a new 6" force main extension and a new 12" gravity sanitary sewer line will be required from MC lift station along Green's Prairie Trail and Green's Prairie Road and along the western edge of the Castlegate Subdivision to the western end of Victoria Avenue in the Castlegate Subdivision. Based upon these preliminary calculations, Mitchell & Morgan will add to the original scope of services, the design of approximately 8,050 linear feet of 6" & 8" force main and approximately 1,850 linear feet of 12" gravity sanitary sewer line. Note that the original scope required only 6,500 l.f. of pipe where the revised scope contains 14,500 l.f. of pipe. If the Sanitary Sewer Study shows any different results that would require additional sewer design/replacement, we will contact the City immediately before commencing the design of this 6" force main and 12" gravity sanitary sewer.

To complete the design of the force main and sanitary sewer we will need to add additional survey work for the new line alignment from CM along Greens Prairie Road Castlegate and along the western boundary of Castlegate to Victoria Avenue. This survey work will include all topo and boundary as well as preparation of the necessary easement documents. This scope of services does not include title work for the easements which would identify encumbrances such as blanket easements or other easements that may have superior rights. We have assumed that the clearing of encumbrances on the easement area will be a task performed by the City.

We will also add 8 more soil borings along the new route to gather data to anticipate any unusual soil conditions that might constitute unforeseen conditions for the contractor.

We will also prepare an Environmental Assessment (not a Phase I ESA) which will consist of walking the proposed alignment and identifying any items that would be of concern to the proposed construction. A letter itemizing the results from this work will be prepared and submitted to the City.

### ***Deleted/Changed Services***

Because of these changes there are several items that will be deleted or changed in the original scope of services. These are as follows:

- *Modifications of Existing Wet Wells*

The modifications to the existing wet wells at the CM Lift Station as originally stated will not be required. We will retain the design of an odor control system at the MC lift station.

- *Survey*

The original scope required topographic survey for the entire length of the 6,500' force main and boundary and easements on a portion of that alignment. The topo survey requirements must be extended for the additional length of the project and the new easements.

- *Soils investigation*

The original scope outlined a soils investigation for the 6,500' force main and bores. The soil investigation must be extended to cover the additional length of the project.

- *Environmental Assessment*

The original scope outlined a Phase I ESA which was incorrect. As discussed an Environmental Assessment (EA) as previously described was performed for this project. This EA must be extended to cover the additional length of the project.

- *Timeline*

The timeline outlined in the original Scope of Services is obviously not applicable any longer given these changes.

- *Construction Testing*

Construction testing has been added at a unit rate of \$35 per field moisture density test (for an estimated 300 tests) and \$175 per Proctor samples with classification tests (for an estimated 8 tests ).

Phase	Days	Start Date	End Date
Change Order Notice to Proceed	1	24-Apr-09	
Conceptual Design	130	20-Jan-09	30-May-09
Preliminary Design	46	30-May-09	15-Jul-09
Final Design	50	29-Jul-09	17-Sep-09
Bidding	28	18-Sep-09	16-Oct-09
Council Approval / Signature	45	17-Oct-09	1-Dec-09
Construction	160	2-Dec-09	11-May-10

**Exhibit B**

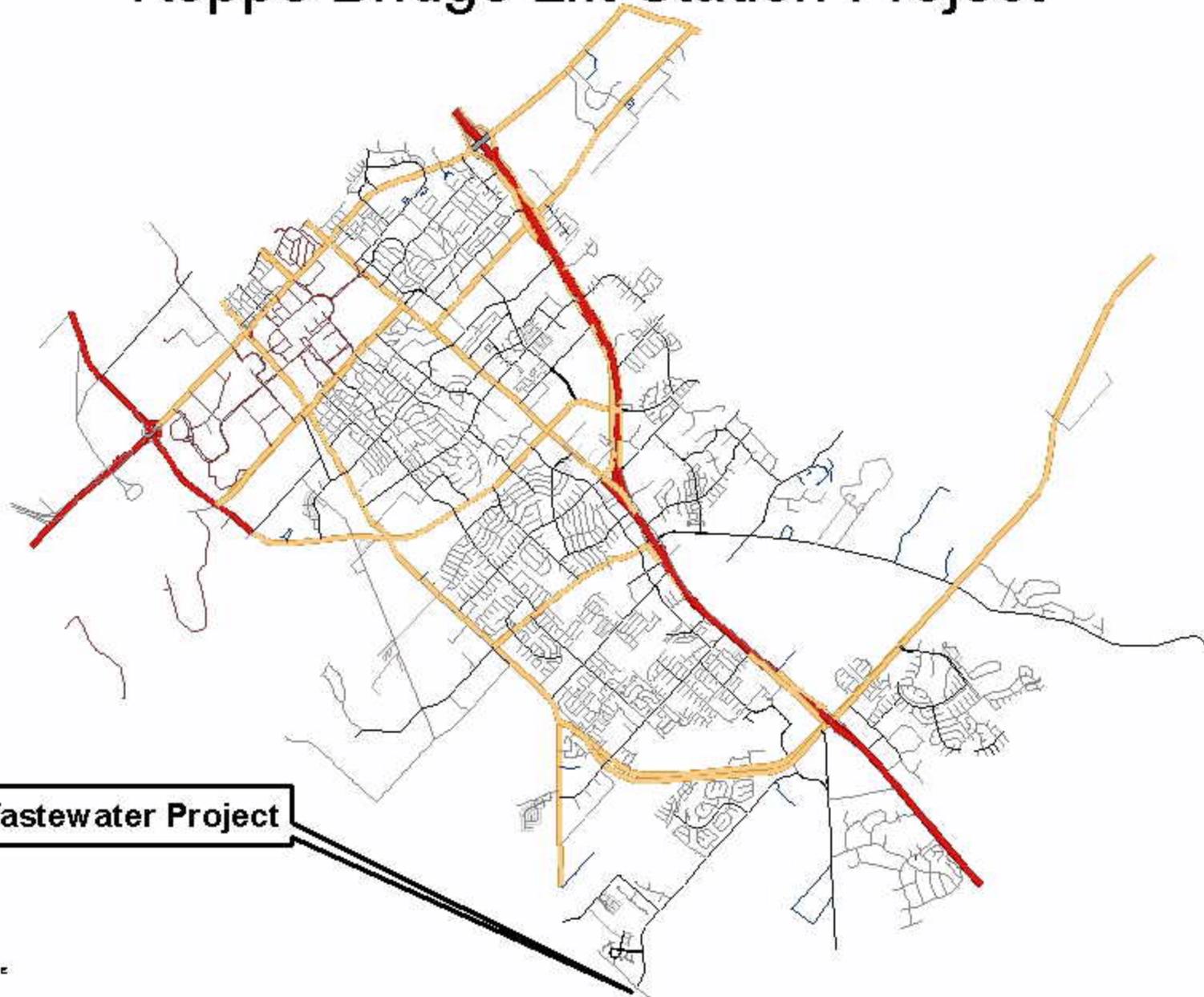
**Payment Terms**

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

<b>Billing Schedule</b>	<b>Original Scope</b>	<b>Revised Scope</b>
Conceptual Design Phase	\$ 29,055.00	\$ 68,853.33
Preliminary Design Phase	\$ 17,105.00	\$ 21,648.33
Final Design Phase	\$ 11,110.00	\$ 15,653.33
Construction Phase	\$ 3,430.00	\$ 17,180.00
Total	\$ 60,700.00	\$ 123,335.00

# Koppe Bridge Lift Station Project



**May 18, 2009**  
**Consent Agenda Item No. 2n**  
**Victoria Avenue Design Contract 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 regarding a resolution awarding a professional services contract for the design of the Victoria Avenue Project to Bleyl & Associates in an amount not to exceed \$272,000.00, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the professional services contract to Bleyl & Associates and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The Victoria Avenue Project will extend Victoria Avenue from north of the Southern Plantation intersection south to the intersection of SH 40. A water line will be extended along Victoria Avenue to SH 40, and a sanitary sewer line section will be cased under the proposed roadway.

**Budget & Financial Summary:** This project was approved as part of the 2008 General Obligation Bond authorization. Funds in the amount of \$2,455,000 were approved for the Streets portion of the project and are projected in the Streets Capital Improvement Projects Fund. In addition, funds in the amount of \$228,375 and \$25,556 are projected in the Water Capital Improvement Projects Fund and Wastewater Capital Improvement Projects Fund, respectively, for a total project budget of \$2,708,931. Appropriations in the amount of \$175,000 have been budgeted in FY09 for the Streets portion of the project. Additional appropriations in the amount of \$125,000 for the Streets portion of the project, \$15,000 for the Water portion of the project and \$5,000 for the Wastewater portion of the project will be included on the next FY09 budget amendment. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution
2. 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 PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE VICTORIA AVENUE PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the Victoria Avenue Project; and

WHEREAS, the selection of Bleyl & Associates 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 Bleyl & Associates is the most highly qualified provider of the engineering services for the Victoria Avenue Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Bleyl & Associates\_\_ for an amount not to exceed \$272,000.00 for the engineering services related to the Victoria Avenue Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund and the Utility Revenue Bond Fund in the amount of \$272,000.00.

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

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

ATTEST:

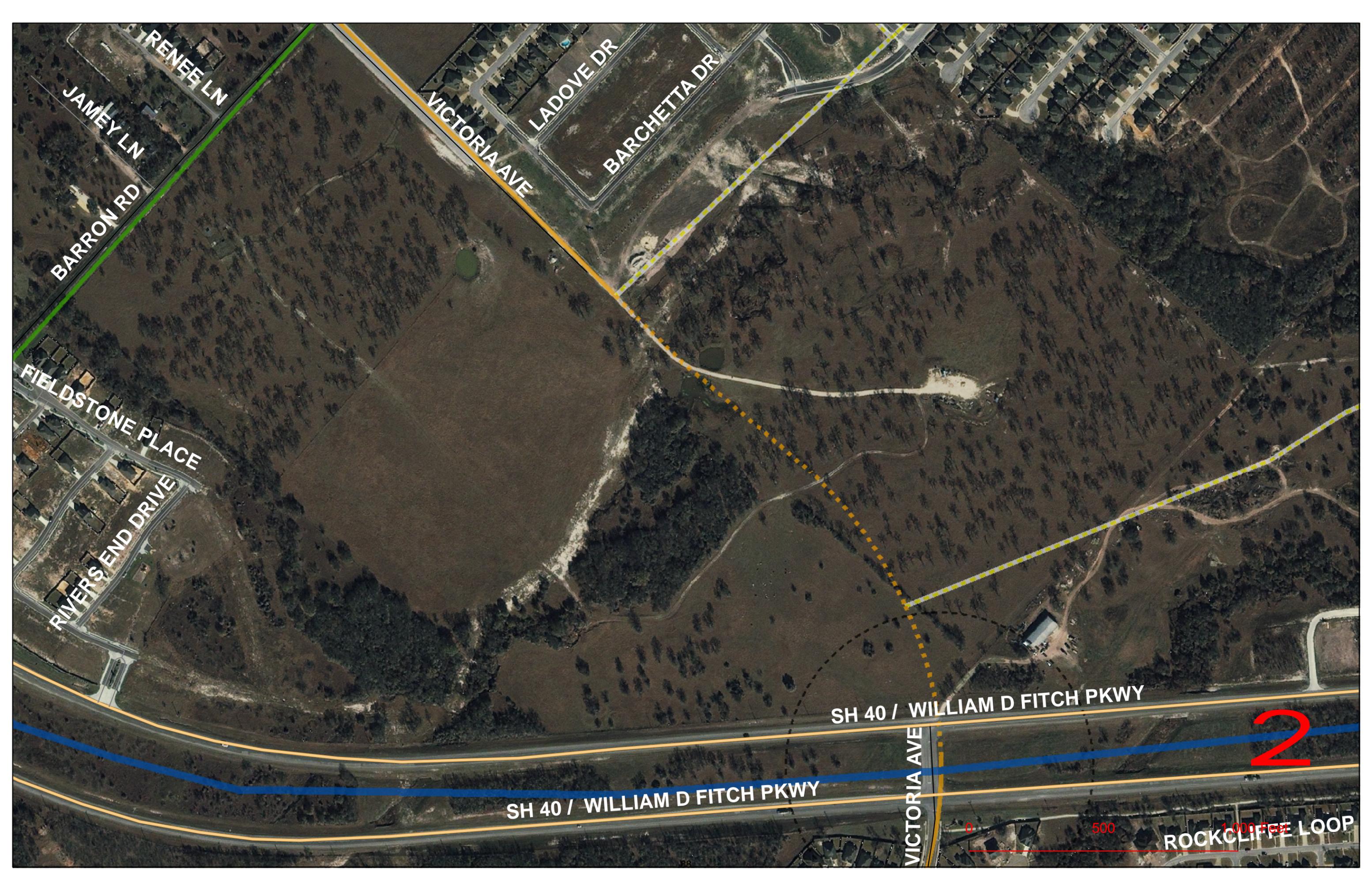
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

Carla A. Robinson  
City Attorney



TRENEE LN  
JAMEY LN  
BARRON RD

VICTORIA AVE  
LADOVE DR  
BARCHETTA DR

FIELDSTONE PLACE  
RIVERS END DRIVE

SH 40 / WILLIAM D FITCH PKWY

SH 40 / WILLIAM D FITCH PKWY

VICTORIA AVE

ROCKCLIFFE LOOP

2

0 500 1,000 Feet

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 \$2,710,000, 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 18th DAY OF MAY, 2009.

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

ATTEST:

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

(Seal)

APPROVED:



---

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

**Exhibit "A"**

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

**Victoria Avenue Street Extension from Southern Plantation Drive to State Highway 40, to include new water line and rehabilitation of existing sewer line**

**May 18, 2009**  
**Consent Agenda Item No. 2o**  
**Project Number WF1097967**  
**Well #8 Collection Line Change Order**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a change order to the Construction Contract 09-024 with Malcolm Pirnie, Inc. in the amount of \$13,902, for the design of the Well 8 Collection Line.

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

**Summary:** Design is 50% complete. Malcolm Pirnie, Inc. was recently informed by the Texas Historical Commission (THC) that they will need to perform an archaeological survey for the Well 8 Collection Line project site in accordance with the Antiquities Code of Texas. The notice by the THC was in response to the inquiry submitted by Malcolm Pirnie, Inc. as part of their contract for Well 8 Collection Line. The THC determined that the areas adjacent to the proposed river and stream crossings are likely to contain archaeological deposits and is requiring a professional archaeologist survey the route prior to any ground disturbances.

**Budget & Financial Summary:** Change Order No. 1 will increase the contract amount by \$13,902 for a revised contract total of \$287,862. Funds in the amount of \$3,600,000 are currently budgeted for this project in the Water Capital Improvement Projects Fund. \$274,467.64 has been expended or committed to date, leaving a balance of \$3,325,532.36.

**Attachments:**

- 1.) Change Order
- 2.) Project Location Map

CHANGE ORDER NO. 1  
P.O.# 090239

Contact # 09-024  
PROJECT: Well No. 8 Collection Line

DATE: April 6, 2009

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

**CONTRACTOR:**  
Malcolm Pirnie, Inc.  
12400 Coit Road, Suite 1200  
Dallas, Texas 75251  
Ph: (972) 934-9711  
Fax: (972) 934-3662

**PURPOSE OF THIS CHANGE ORDER:**

A. Malcolm Pirnie, Inc. was recently informed by the Texas Historical Commission (THC) that they will need to perform an archaeological survey for the Well 8 Collection Line project site in accordance with the Antiquities Code of Texas. The notice by the THC was in response to the inquiry submitted by Malcolm Pirnie, Inc. as part of their contract for Well 8 Collection Line. The THC determined that the areas adjacent to the proposed river and stream crossings are likely to contain archaeological deposits and is requiring a professional archaeologist survey the route prior to any ground disturbances.

\*\*\*\*\* (Please use accounting information at end of this change order.) \*\*\*\*\*

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Archaeological Survey	\$13,902.00	0.0	1.0	\$13,902.00
<b>TOTAL</b>						<b>\$13,902.00</b>

THE NET AFFECT OF THIS CHANGE ORDER IS A 5.07% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$273,960.00		
Change Order No. 1	\$13,902.00	5.07%	CHANGE
<b>TOTAL:</b>	<b>\$287,862.00</b>	<b>5.07%</b>	<b>CHANGE</b>

APPROVED

A/E CONTRACTOR

Date

CHIEF FINANCIAL OFFICER

Date

PROJECT MANAGER

Date

CITY MANAGER

Date

DEPARTMENT DIRECTOR

Date

CITY ATTORNEY

Date

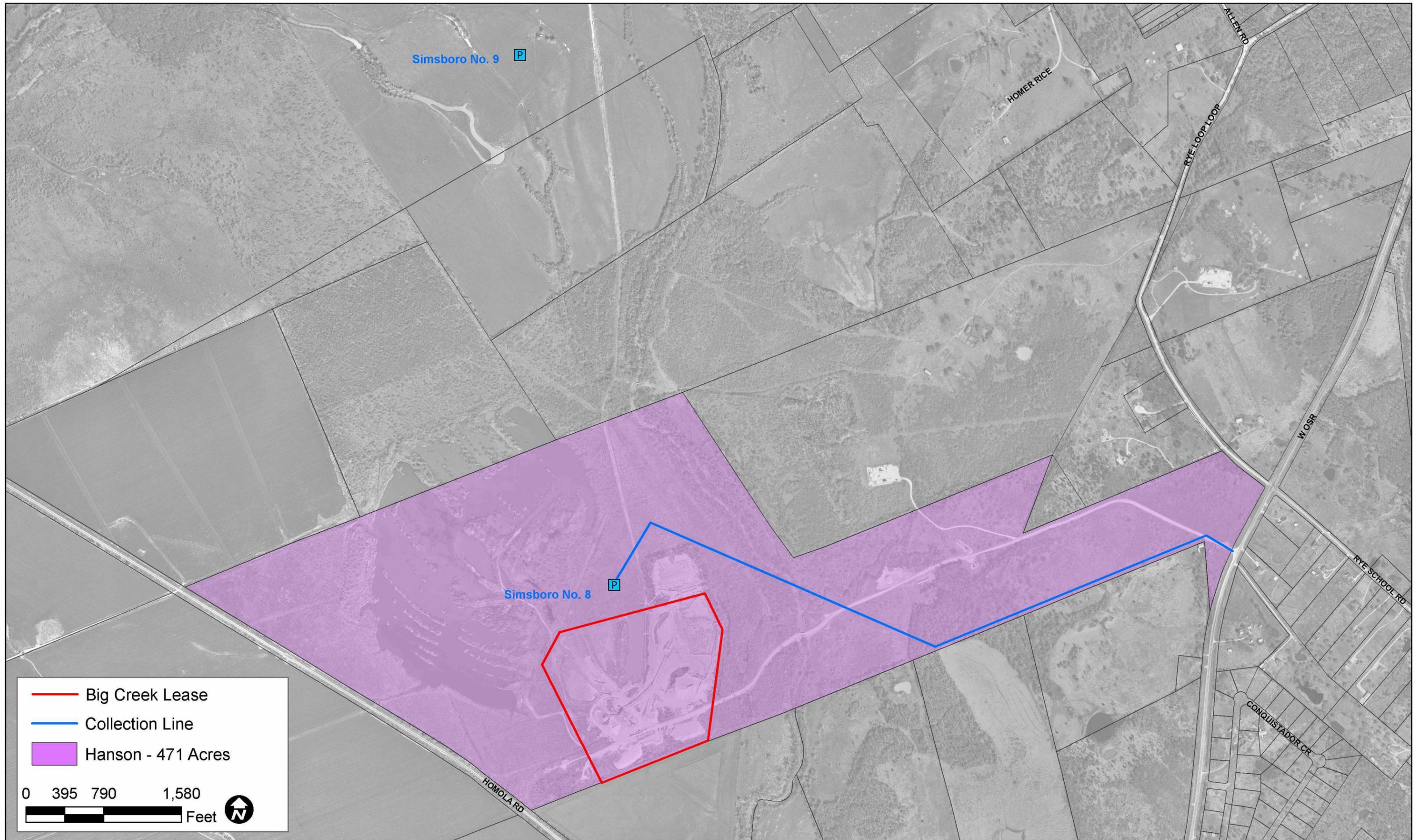
MAYOR

Date

CITY SECRETARY

Date

Item	Accounting Information	Original Contract	Change Order #1	Contract
1	WSWOC 212-9111-973,55-01	\$273,960.00	\$13,902.00	\$287,862.00
<b>TOTAL</b>		<b>\$273,960.00</b>	<b>\$13,902.00</b>	<b>\$287,862.00</b>



— Big Creek Lease  
— Collection Line  
■ Hanson - 471 Acres

0 395 790 1,580  
Feet 

**May 18, 2009**  
**Consent Agenda Item No. 2p**  
**Change Order #6 for the Memorial Cemetery and**  
**Aggie Field of Honor Construction Contact**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding action to ratify a change order for Construction Contract 08-116 with Acklam Construction for the construction of the Memorial Cemetery and the Aggie Field of Honor Project GG-9905 in the amount of \$64,164.02.

**Recommendation(s):** Staff recommends approval of the change order for \$64,164.02 to Acklam Construction, Inc. on the Memorial Cemetery and the Aggie Field of Honor Construction Contract.

**Summary:** The City Council authorized negotiation of a Professional Services Contract to Jacobs Engineering, Inc. (formally named Edwards and Kelsey at the time) on April 12, 2007. The construction contract for \$7,072,579.00 was approved by City Council 04-16-08. The following change order is for the following: grading and excavation changes to maintain a minimum of 1% slope, landscape modifications, relocate sink in mechanical room of the Information Center to meet electrical code, fabricate special framework for niches for metal ash urns, add service disconnect to transformer, add special matching color caulking at perimeter of all cast in place concrete letters a Spirit Gate, add five painted bollards at slab near pond, add special matching color silicone caulking at perimeter floor slab expansion joints, add outlet for drinking fountain and pour concrete footing edging at entrance planter.

**Budget & Financial Summary:** Funds in the amount of \$9,930,000 are currently budgeted for the Memorial Cemetery project in the General Government Capital Improvement Projects Fund. Funds in the amount of \$9,551,510.95 have been expended or committed to date, leaving a balance of \$378,489.05 for this change order and future unencumbered expenses.

**Attachments:**

1. Change Order No. 6
2. Location Map

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

**CONTRACTOR:**  
Acklam Construction, Inc.  
18932 Highway 6 South Ph: (979) 690-8500  
College Station, TX 77847 Fax: (979) 690-8510

**PURPOSE OF THIS CHANGE ORDER #6**

- A. This proposal includes grading and excavation changes to maintain a minimum of 1% slope at the City Memorial Loop, Area East of Spirit Gate Loop, Spirit gate Loop, Area East of Spirit Gate Loop and the Walk Path to AFOH Columbarium. It also includes inlet modifications and installation of underground conduit. All excavated material to remain on site.
- B. Landscaping modifications per revised landscape drawings L-102, L-103, L-105 and L-106 all dated 3/4/09.
- C. Relocate floor sink in mechanical room including all necessary saw cutting, trenching and backfill, piping and floor sink materials and concrete patching. Purpose of drain relocation was to comply with electrical code requirement.
- D. Provide stiffeners spanning between the two opposing columbarium units that will provide adequate rigidity to the structure so as not to require any attachment on the back side of the columbarium. Manufacture of niches to fabricate bracing to fit in 6' by 6' opening for metal ashe urns.
- E. Add service disconnect next to transformer per added note no. 7 on electrical plans of Jacobs.
- F. Add special matching color caulking at perimeter of all cast in place concrete letters at Spirit Gate per new Spirit Gate Details from Jacobs.
- G. Add five each removable painted bollards at slab near pond per revised drawing C-128.
- H. Add special matching color silicone caulking at exterior perimeter floor slab expansion joints. Caulking to match grout tile joints.
- I. Add outlet for drinking fountain.
- J. Excavate, form and pour concrete footing edging at entrance planter as directed and laid out by Parks Department.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
A		<b>This proposal includes grading and excavation changes to maintain a minimum of 1% slope.</b>				
A1		City Memorial Loop				
A1a	LS	Surveying	\$1,500.00			\$1,500.00
A1b	LS	Strip and stockpile topsoil	\$2,000.00			\$2,000.00
A1c	CY	Excavation	\$5.45		1210	\$6,594.50
A1d	LS	Re-Spread topsoil	\$2,000.00			\$2,000.00
A1e	LS	Inlet Modification	\$3,500.00			\$3,500.00
A2		Spirit Loop Gate				
A2a	LS	Surveying	\$2,000.00			\$2,000.00
A2b	LS	Strip and stockpile topsoil	\$2,000.00			\$2,000.00
A2c	CY	Excavation	\$5.45		2086	\$11,368.70
A2d	LS	Re-spread topsoil	\$2,000.00			\$2,000.00
A2e	EA	Inlet Modifications (2 ea)	\$2,250.00		2	\$4,500.00
A2f	LS	College Station Electric, Inc.	\$1,993.75			\$1,993.75
A3		Area East of Spirit Gate Loop				
A3a	LS	Grading	\$1,000.00			\$1,000.00
A3b	LF	Curb Cut/Modification	\$300.00		2	\$600.00
A4		Walk Path to AFOH Columbarium				
A4a	LS	Surveying	\$100.00			\$100.00
A4b	LS	Excavation / Grading	\$400.00			\$400.00
A4c		Plus 10% for subcontract				\$4,155.70
<b>Total adjustment for change in work=</b>						<b>\$45,712.65</b>
B		<b>Landscape modifications per revised landscape drawings L-102, L-103, L-105 and L-106 all dated 3/3/09.</b>				
B1	LS	Brazos Valley Nursery	-\$602.00			-\$602.00
<b>Total adjustment for change in work=</b>						<b>-\$602.00</b>
C		<b>Relocate floor drain in mechanical room</b>				
C1	LS	Curry Plumbing Co., Inc.	\$1,734.00			\$1,734.00
C2	LS	Concrete Painting	\$70.00			\$70.00
		Plus OH & P and Labor Burden	\$23.90			\$23.90
		Plus 10% of subcontract				\$173.40
<b>Total adjustment for change in work=</b>						<b>\$2,001.30</b>
D		<b>Manufacture of niches to fabricate bracing to fit in 6' by 6' opening for metal ashe urns.</b>				
D1		Architarium	\$218.00		18	\$3,924.00
		Plus 10% for Subcontract				\$392.40
<b>Total adjustment for change in work=</b>						<b>\$4,316.40</b>

E		<b>Add service disconnect next to transformer per added note no. 7 on electrical plans of Jacobs.</b>				
E1	LS	College Station Electric	\$2,918.91			\$2,918.91
		Plus 10% for Subcontract				\$291.89
<b>Total adjustment for change in work=</b>						<b>\$3,210.80</b>
F		<b>Add special matching color caulking at perimeter of all cast in place concrete letters at Spirit Gate per new Spirit Gate Details from Jacobs.</b>				
F1	LF	Caulking	\$3.85		305	\$1,174.25
		Plus OH & P and Labor Burden				\$326.04
<b>Total adjustment for change in work=</b>						<b>\$1,500.29</b>
G		<b>Add five each removable painted bollards at slab near pond per revised drawing C-128.</b>				
G1	EA	Core Pavement				\$1,440.00
G2	EA	Excavation	\$15.00		5	\$75.00
G3	EA	Concrete @ sleeve	\$100.00		5	\$500.00
G4	LS	Bollard/Sleeve Mat'l	\$2,002.00			\$2,002.00
G5	EA	Painting	\$65.00		5	\$325.00
G6	LS	Clean-up and Haul-off	\$55.00			\$55.00
		Plus OH & P and Labor Burden				\$526.61
		Plus 10% for Subcontract				\$176.50
<b>Total adjustment for change in work=</b>						<b>\$5,100.11</b>
H		<b>Add special matching color silicone caulking at exterior perimeter floor slab expansion joints. Caulking to</b>				
H1	LF	Caulking	\$6.50		\$102.00	\$663.00
		Plus OH & P and Labor Burden				\$236.17
<b>Total adjustment for change in work=</b>						<b>\$899.17</b>
I		<b>Add outlet for drinking fountain.</b>				
I1		College Station Electric	\$232.18			\$232.18
		Plus 10% for Subcontract				\$23.22
<b>Total adjustment for change in work=</b>						<b>\$255.40</b>
J		<b>Excavated, formed and poured concrete footing edging at entrance planter as directed and laid out by Parks Department.</b>				
J1		Palomares Construction, Inc.				\$1,609.00
		Plus 10% for Subcontract				\$160.90
<b>Total adjustment for change in work=</b>						<b>\$1,769.90</b>
<b>TOTAL</b>						<b>\$64,164.02</b>

**THE NET EFFECT OF THIS CHANGE ORDER IS A 0.91% INCREASE**

ORIGINAL CONTRACT AMOUNT	\$7,072,579.00		
Change Order No. 1	(\$3,438.72)	-0.05%	CHANGE
Change Order No. 2	\$86,160.50	1.22%	CHANGE
Change Order No. 3	\$69,259.47	0.98%	CHANGE
Change Order No. 4	\$1,230.00	0.02%	CHANGE
Change order No. 5	\$73,557.30	1.04%	CHANGE
Change Order No. 6	\$64,164.02	0.91%	CHANGE
REVISED CONTRACT AMOUNT	\$7,363,511.57	4.11%	TOTAL CHANGE

ORIGINAL CONTRACT DAYS

240 Days

Time Extension No. 1 (C.O. #1)	10 Days
Time Extension No. 2 (C.O. #2)	14 Days
Time Extension No. 3 (C.O. #3, Item A2)	4 Days
Time Extension No. 4 (C.O. #3, Item A4)	3 Days
Time Extension No. 5 (C.O. #3, Item A5)	4 Days
Time Extension No. 6 (C.O. #3, Item A6)	34 Days
Time Extension No. 7 (C.O. #3, Item A10)	12 Days
Time Extension No. 8 (C.O. #5, Item A)	5 Days
Time Extension No. 9 (C.O. #5, Item B)	5 Days
Time Extension No. 10 (C.O. #5, Item C)	10 Days
Time Extension No. 11 (C.O. #5, Item D)	3 Days
Time Extension No. 12 (C.O. #5, Item E)	3 Days
Time Extension No. 13 (C.O. #5, Item G)	2 Days
Time Extension No. 14 (C.O. #5, Item H)	6 Days
Time Extension No. 15 (C.O. #5, Item I)	3 Days
Time Extension No. 16 (C.O. #5, Item K)	2 Days
Time Extension No. 17 (C.O. #5, Item L)	2 Days
Time Extension No. 17 (C.O. #6, Item A)	7 Days
Time Extension No. 17 (C.O. #6, Item D)	2 Days
Time Extension No. 17 (C.O. #6, Item E)	2 Days

Revised Contract Time

133 Days

SUBSTANTIAL COMPLETION DATE

February 8, 2009

Revised Substantial Completion Date

June 21, 2009

APPROVED

*[Signature]* 4/28/09  
A/E CONTRACTOR Date

\_\_\_\_\_  
DIRECTOR OF FISCAL SERVICES Date

*[Signature]* 4/28/09  
CONSTRUCTION CONTRACTOR Date

*[Signature]*  
CITY ATTORNEY Date

*[Signature]* 4/28/09  
PROJECT MANAGER Date

\_\_\_\_\_  
MAYOR Date

*[Signature]* 5-May-09  
CIP DIRECTOR Date

\_\_\_\_\_  
CITY SECRETARY Date

\_\_\_\_\_  
CITY MANAGER Date

**May 18, 2009**  
**Consent Agenda Item No. 2q**  
**Brazos Valley Wide Area Communications System FY 09 Budget**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 09 and authorizing the City's quarterly payments of \$15,719.52 for an annual total of \$62,878.08.

**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. In accordance with the BVWACS ILA an Operating Budget for FY 09 was adopted by the Governing Board.

The BVWACS Parties are billed quarterly by BVCOG for expenses associated with BVWACS operations. Three quarterly payments of \$15,719.52 have been authorized by the City Manager, and paid for FY 09. The final quarterly installment for FY 09 will exceed the \$50,000 threshold and will require Council approval.

**Budget & Financial Summary:** Funding for the entire BVWACS FY 09 Operating Budget are included in the Information Technology FY 09 Budget.

**Date: May 18, 2009**  
**Consent Agenda Item No. 2r**  
**Item Title: Click It or Ticket/Selective Traffic Enforcement Program Grant**

**To:** Glenn Brown, City Manager

**From:** Michael Ikner, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2009.

**Recommendation(s):** Approval of a resolution authorizing the City to enter into the Click It or Ticket Selective Traffic Enforcement Program grant contract for fiscal year 2009.

**Summary:** The Texas Department of Transportation has made available funds to compensate police officers, on an overtime basis, to conduct a two week occupant protection enforcement effort during the Memorial Day Holiday period of May 18, 2009 through May 31, 2009.

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

**Budget & Financial Summary:** The City of College Station has been approved for \$7,790 for this two week period. These are federal funds that are administrated by the Texas Department of Transportation with 100% of all expenses, for this project, being reimbursed to the City.

**Attachments:**

1. Authorization Letter
2. Grant Agreement
3. City's Compensation Policy
4. City's Seat Belt Policy
5. Fringe Benefits Costs Breakdown
6. Resolution

**\*The entire packet is located in the City Secretary's Office and is available for review if needed.**

**May 18, 2009**  
**Consent Agenda Item No. 2s**  
**Dissolution of Northgate Tax Increment Reinvestment Zone #16**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance repealing and terminating the Northgate Tax Increment Reinvestment Zone (TIRZ #16).

**Recommendation(s):** Staff recommends dissolution of the Northgate TIRZ.

**Summary:** On February 26, 2009, City Council gave direction to draft an ordinance that would repeal and terminate Tax Increment Reinvestment Zone #16. This reinvestment zone was originally established by Ordinance #2907 for the purpose of funding a hotel/convention center in the Northgate District.

At Council's direction staff has prepared an ordinance which provides for the following:

- Repeals TIRZ #16
- Dissolves the Tax Increment Fund and reallocates the balance back to the City of College Station General Fund
- Dissolves the TIRZ #16 Board of Directors

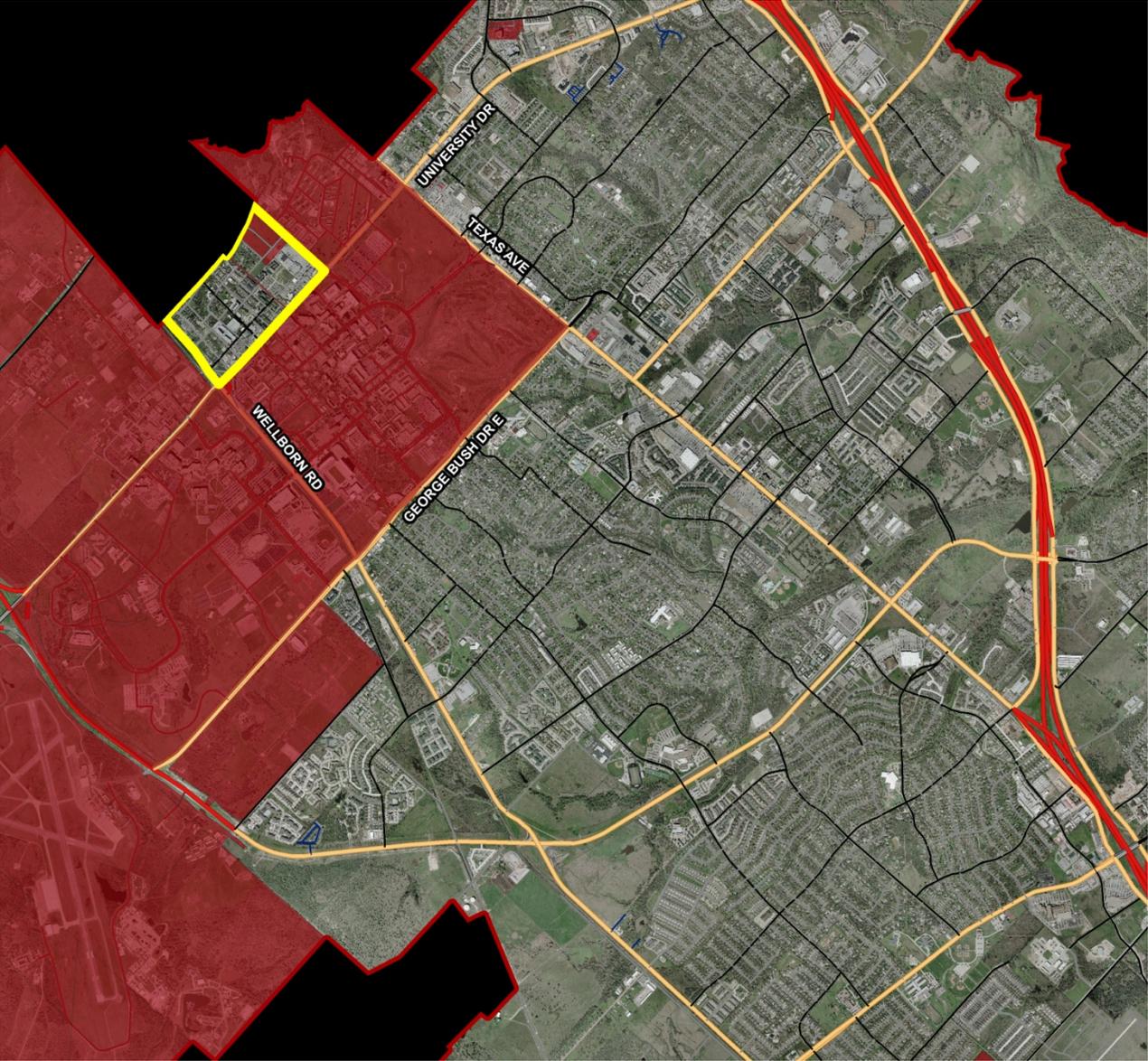
If approved, staff will notify the appropriate individuals and entities.

**Budget & Financial Summary:** Upon approval, the \$53,837.13 collected thus far by the Northgate TIRZ will be allocated back to the City's General Fund.

**Attachments:**

- 1) Ordinance Repealing Ordinance #2907
- 2) Location Map

Attachment #3 – Northgate Tax Increment Reinvestment Zone #16



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

**AN ORDINANCE REPEALING AND TERMINATING REINVESTMENT ZONE NUMBER SIXTEEN (16), A TAX INCREMENT REINVESTMENT ZONE FOR TAX INCREMENT FINANCING ESTABLISHED BY ORDINANCE NO. 2907 DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR SUCH ZONE.**

**WHEREAS**, on June 22, 2006, the City Council approved Ordinance No. 2907 which created Tax Increment Reinvestment Zone Number Sixteen (16) pursuant to CHAPTER 311 ET. SEQ., TEX. TAX CODE ANN;

**WHEREAS**, on June 22, 2006, the City Council approved Ordinance No. 2907 establishing a Board of Directors for the zone;

**WHEREAS**, the City of College Station and Brazos County entered into a Participation Agreement (hereinafter referred to as "Agreement") from which Brazos County has since withdrawn per a letter dated September 22, 2008; and

**WHEREAS**, on October 23, 2008 the City purchased land not within the Tax Increment Reinvestment Zone for the purposes of constructing a hotel/convention center; now, therefore,

**WHEREAS**, Council has directed staff to move forward with the construction of a convention center on the referenced land; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION:**

- PART 1:** The City Council hereby makes the following findings:
  - 1. No tax increment bonds have been issued for this zone.
  - 2. \$53,837.13 of tax increment has been collected thus far.
  
- PART 2:** That the City hereby terminates Tax Increment Reinvestment Zone Number Sixteen (16) as described in Ordinance No. 2907, and the ordinance creating said zone is hereby repealed and terminated and shall be null and void and have no further force and effect.
  
- PART 3:** That the City hereby dissolves and terminates the Tax Increment Fund and the Board for the referred Zone.
  
- PART 4:** That the entirety of the tax increment collected will be transferred to the City of College Station General Fund.

Ordinance No. \_\_\_\_\_

Page 2

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**May 18, 2009**  
**Consent Agenda Item No. 2t**  
**Authorization to Disburse Grant Funding to Reynolds and Reynolds, Inc.**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.

**Recommendation(s):** In fulfillment of the City's contractual obligation, staff recommends approval of a \$45,000 payment to Reynolds and Reynolds, Inc. for performance in 2008.

**Summary:** On, December 14, 2006 the City Council unanimously approved an Economic Development Agreement with Reynolds and Reynolds, Inc. to provide Retention and Expansion and Payroll Grants for economic performance at their 200 Quality Circle campus in the Business Center at College Station. The term of this agreement is ten (10) years and the total maximum amount of all applicable grants is \$550,000. This payment represents the second annual disbursement; Reynolds and Reynolds received \$45,000 in grant allocation in 2008.

The Retention and Expansion component of the existing Agreement requires Reynolds and Reynolds to maintain real and personal property of at least \$24 million and maintain an annual payroll of \$18 million. As a performance incentive, the Agreement provides for Reynolds and Reynolds to receive a Retention and Expansion Grant in an amount of \$30,000 and a Payroll Grant of \$5,000 for each \$1 million increment in additional payroll over the \$18 million base.

Based on the Statement of Compliance as recently submitted by Reynolds and Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$38,735,026 and, as such, is eligible for a Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$21,325,577 and, as such, is eligible for a combined Payroll Grant of \$15,000.

**Budget & Financial Summary:** Funding in the amount of \$45,000 is budgeted and available in the City's Economic Development Fund.

**Attachments:**

Statement of Compliance – Reynolds & Reynolds, Inc. - 2008



April 24, 2009

Mayor Ben White  
City of College Station  
Post Office Box 9960  
College Station, Texas 77842

**RE: 2008 Economic Development Agreement Performance**

Dear Mayor Ben White:

In accordance with Article IV §(1), (2), (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007 between the City of College Station, Brazos County, Research Valley Partnership and Reynolds & Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2008 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. William W. Matteson, CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$18,327,380 and Personal Property valuation of \$20,407,646 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant, in the amount of \$30,000.

Further, per the attached documentation as provided by Mr. William W. Matteson, our CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$21,325,577 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$15,000.

I, the undersigned, being an authorized representative of Reynolds & Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2008 payment of \$45,000 from the City of College Station, Texas.

200 Quality Circle Dr.  
College Station, Texas 77845-4468  
979.595.2600  
fax 979.595.2624  
www.reyrey.com

Carlan M Cooper  
Signature of Contract Signee

Exec VP  
Title

County of Brazos,  
State of Texas

I, Jackie Cobb, certify that Carlan Cooper signed the above statement in my presence on 4-29, 2009.

Jackie Cobb  
Notary Public

Seal:



**RECEIVED AND REVIEWED**

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2008, payment of \$45,000 from the City of College Station, Texas.

Bob Malaise  
Signature

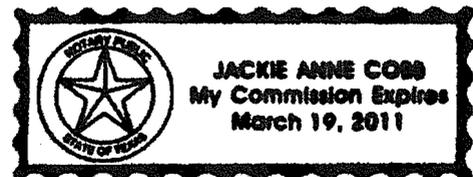
VP of Economic Development Services  
Title

County of Brazos,  
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the above statement in my presence on 5-1, 2008<sup>9</sup>

Jackie Cobb  
Notary Public

Seal:



**May 18, 2009**  
**Consent Agenda Item No. 2u**  
**A Resolution Approving an Advanced Funding Agreement with the Texas Department of Transportation for the State Highway 30 Widening Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a termination amendment to an existing Advanced Funding Agreement (AFA) with the Texas Department of Transportation for the State Highway 30 Widening Project , and a Resolution of the City Council of College Station, Texas, approving a new Advance Funding Agreement with the Texas Department of Transportation (TxDOT) and the City of Bryan, to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the BVSWMA Twin Oaks Landfill site for the purpose of providing safe ingress and egress from said facility in an amount not to exceed \$656,750.

**Recommendation(s):** Staff recommends approval of the termination amendment and Resolution in the amount of \$656,750.

**Summary:** In order to issue a driveway permit for the Twin Oaks Landfill, the Texas Department of Transportation (TxDOT) is requiring BVSWMA to design and construct improvements on State Highway 30 in order to ensure safe vehicle ingress and egress to the facility. Improvements will consist of 3330 feet or 0.63 miles of deceleration and acceleration lanes, signage, and related infrastructure. BVSWMA's participation rate will be at 100%, and no right-of-way acquisition or utility relocation will be required for this project. TxDOT has waived direct state costs such as plan review, inspection, and construction oversight expenses related to this project.

In May 2008, the College Station City Council approved a TXDOT AFA for the State Highway 30 Widening Project, however due to the BVSWMA litigation, all contracts over \$50,000 must be now be approved by both College Station and Bryan City Councils. This action will terminate the existing AFA and approve a new agreement that will include the City of Bryan. **This item will also require the approval of the Bryan City Council.**

**Budget & Financial Summary:** Funding for this Advance Funding Agreement in the amount of \$656,750 is available in the BVSWMA Capital Improvements Fund.

**Attachments:**

1. Advance Funding Agreement Termination Amendment
2. Resolution
3. Advance Funding Agreement

CSJ: 0212-04-031  
District: Bryan (17)  
Code Chart 64: 09050 (City of College Station)  
Project: CC 212-4-31  
CFDA: N/A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT No. 1**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting 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**, the State and the Local Government executed a contract on June 26, 2008, to effectuate their agreement to design and construct additional lanes on SH 30 adjacent to the proposed Brazos Valley Solid Waste Management Agency (BVSWMA) landfill site for the purpose of providing safe ingress and egress from said facility; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Description of Amended Items**

In accordance with **Article 8, Section a., Termination** of this Agreement, the Advance Funding Agreement for a Local Government to Construct an On-System Improvement with 50% to 100% Local Funds executed between the City of College Station and the Texas Department of Transportation on June 26, 2008, is hereby terminated in writing with the mutual consent of the parties.

**Article 2. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Date

**ATTEST:**

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

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

**APPROVED:**

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

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

Carla A Robinson  
City Attorney

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

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

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

**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.

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF STATE HIGHWAY 30 ADJACENT TO THE PROPOSED BVSWMA LANDFILL SITE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of College Station is required to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the proposed BVSWMA landfill site for the purpose of providing safe ingress and egress from said facility (the "Project"); and

WHEREAS, the City and the State have agreed upon a plan to widen State Highway 30 adjacent to the proposed BVSWMA landfill site; and

WHEREAS, detailed construction plans have been prepared; and

WHEREAS, the City will bid the Project to contract, administer and inspect the construction, and fund the construction of the Project; and

WHEREAS, the Texas Department of Transportation permits construction to be performed in their rights-of-way following the execution of an Advanced Funding Agreement between the City of College Station and the Texas Department of Transportation; and

WHEREAS, there will be no funding or reimbursements from the Texas Department of Transportation for any of the Project costs; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION THAT:**

- PART 1:** The matters set forth in the preamble are true and correct.
- PART 2:** The City Council of the City of College Station agrees to execute an Advanced Funding Agreement with the Texas Department of Transportation, which will permit the City to perform work within the State right-of-way.
- PART 3:** The City Council of the City of College Station hereby authorizes the Mayor to execute said Advanced Funding Agreement on behalf of the City of College Station, Texas and to transmit the same to the State of Texas for appropriate action.

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

Page 2

PART 4: This Resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council of the City of College Station, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED:

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

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

APPROVED:

*Carla A Robinson*  
City Attorney

CSJ: 0212-04-031  
District: Bryan (17)  
Code Chart 64: 06100 (Bryan)  
09050 (College Station)  
Project: CC 212-4-31  
CDFA: N/A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
FOR A LOCAL GOVERNMENT TO  
CONSTRUCT AN ON-SYSTEM IMPROVEMENT  
WITH 50% to 100% LOCAL FUNDS**

**THIS AGREEMENT (the 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 Cities of Bryan and College Station, acting by and through their duly authorized officials, hereinafter called the "Local Governments."

**WITNESSETH**

**WHEREAS**, Transportation Code, Section 201.209 authorizes the State and a Local Government to enter into agreements to increase the efficiency and effectiveness of government within the scope of their authorized duties; and,

**WHEREAS**, Texas Transportation Code, Section 222.052 allows a Local Government to contribute funds for the development and construction of the public roads and state highway system; and,

**WHEREAS**, the Local Governments have provided for the design and construction of additional lanes on SH 30 adjacent to the proposed Brazos Valley Solid Waste Management Agency (BWSWMA) landfill site (the Project) to improve the safety and operations of the public roads and state highway system as approved by a resolution or ordinance which is attached hereto and made a part hereof as Attachment "A"; and,

**WHEREAS**, on November 16, 2006, the Texas Transportation Commission passed Minute Order 110753, authorizing the State to enter into the necessary agreements with the Local Governments to allow the Local Governments to make such improvements at their own cost;

**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, it is agreed as follows:

**AGREEMENT**

- 1. Period of the Agreement.** This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided herein.
- 2. Scope of Work.** The Local Governments will fund and develop the Project described as the design and construction of additional lanes on SH 30 adjacent to the proposed BWSWMA landfill site for the purpose of providing safe ingress and egress from said facility. The project is at the location described in Project Location Map, attached hereto and made a part hereof as Attachment "B".

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### 3. Right of Way.

Right-of-way and real property acquisition shall be the responsibility of the Local Governments. Title to right-of-way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Governments are the owners of any part of the project site under this Agreement, the Local Governments shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Governments, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- A. The Local Governments shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Governments to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State and be free and clear of all encroachments. The Local Governments shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Governments shall be responsible for securing any additional real property required for completion of the Project.
- B. In the event real property is donated to the Local Governments after the date of the State's authorization, the Local Governments will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Governments' appraisal, determine the fair market value and credit that amount towards the Local Governments' financial share. If donated property is to be used as a funding match, it may not be provided by the Local Governments. The State will not reimburse the Local Governments for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
- C. The Local Governments shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Governments acquiring the real property. Tracings of the maps shall be retained by the Local Governments for a permanent record.
- D. The Local Governments agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Governments representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.

Expenses incurred by the Local Governments in performing this work may be eligible for reimbursement after the Local Governments have received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

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- E. Condemnation shall not be used to acquire real property for this Project.
- F. Reimbursement for real property costs will be made to the Local Governments for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Governments for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Governments will not hold title, a separate agreement between the owners of the real property and the Local Governments must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 4. Project Funding.

- a. The Local Governments shall provide 100% (one hundred percent) of the necessary funds for development of the Project, including but not limited to: survey; right-of-way acquisition; required utility work; environmental assessment and remediation; preliminary and final design work; all costs associated with advertising and letting the Project to contract; all construction bid item costs; all construction contract management costs; all construction bid item change order costs, should they become necessary; and all construction bid item material and equipment testing costs. An Estimated Project Budget is attached as Attachment C.
- b. 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.

#### 5. Project Responsibilities. The Local Governments are responsible for all aspects of the Project unless otherwise indicated in this Agreement.

##### a. Utilities.

The Local Governments shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Governments' failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Governments will not be reimbursed with federal or state funds for the cost of required utility work. The Local Governments must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Governments shall provide, at the State's request, a certification stating that the Local Governments have completed the adjustment of all utilities that must be adjusted before construction is completed.

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The Local Governments will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- i. per agreement;
- ii. per all applicable statutes or rules, or;
- iii. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

**b. Environmental Assessment and Mitigation.**

- i. The Local Governments must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- ii. The Local Governments are responsible for preparing the appropriate environmental documents necessary to obtain environmental clearance.
- iii. The Local Governments are responsible for the identification and assessment of any environmental problems associated with the Project.
- iv. The State is responsible for coordination with the applicable resource agencies and for obtaining the final environmental clearance.
- v. The Local Governments are responsible for the cost of the mitigation or remediation of any environmental problems identified during the process of securing the environmental clearance of the Project.
- vi. The Local Governments are responsible for providing any public meetings or public hearings, if required.
- vii. The Local Governments shall provide the State with written certification that identified environmental problems have been mitigated or remediated in accordance with the terms of the environmental documents and the coordination with the applicable resource agencies.

**c. Compliance with Texas Accessibility Standards and ADA.**

The Local Governments shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**d. Preliminary Engineering.**

- i. The Local Governments will be responsible for the preparation of all the engineering contract documents required for the construction of the Project.
- ii. The Local Governments shall prepare the preliminary engineering, specifications and estimates (PS&E) to be let by the Local Governments in accordance with the latest AASHTO or State standards or the Local Governments' standards, as approved by the State. The Local Governments 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.

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iii. The Local Governments shall submit the completed PS&E to the State for review and approval. The Local Governments 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.

**e. Bidding.**

The Local Governments shall have its own construction contract letting and award procedures approved by the State or the Local Governments shall agree to use the applicable Local Governments Project Procedures provided by the State at the following website: <http://theState-webdev/business/localgov.htm>. The Local Governments shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws.

The Local Governments shall notify the State once the project is advertised for bids. Once the bid tabulations have been received, the Local Governments shall obtain approval from the State prior to awarding the contract to the successful bidder. The Local Governments must submit a right of way certification stating that right of way acquisition is complete or no right of way is needed before the State will approve the bid.

**f. Construction.**

- i. The State will be responsible for auditing and construction oversight.
- ii. The Local Governments shall notify the State before actual construction work on State right of way begins. Said notification shall include, but is not limited to: invitation to all pre-letting and pre-construction meetings; invitation to all work-in-progress meetings; and a minimum of 3 workdays notice prior to performing major items of work (such as placing or modifying traffic control plans, pouring any concrete items, and/or performing any work items on the existing or proposed traffic signal system) on the Project.
- iii. The Local Governments shall submit all change order plan work and associated items to the State for their review and approval prior to enacting any change order associated with the Project. The Local Governments or their engineer will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved PS&E.

The Local Governments shall test (or cause to be tested) all construction bid item materials and equipment in accordance with the State testing standards. The Local Governments shall provide written results of the various tests to the State within 3 workdays following the completion of each test. In cases where a material or an equipment test indicates that the material or equipment fails to meet the state standards, the Local Governments shall recommend a course of corrective action to the State. The State shall have the authority to accept or reject the corrective action. If the corrective action plan is rejected by the State, the Local Governments shall continue to seek-out a corrective action plan until it develops one that is acceptable to the State. All costs associated with material and/or equipment corrective actions shall be borne solely by the Local Governments.

- iv. The Local Governments shall inspect all construction bid item work to ensure that it is performed in accordance with applicable state standards and specifications.

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- v. The Local Governments shall submit all concrete mix designs to the State for approval prior to use on the project.
- vi. The State shall have and retain oversight of all inspection of all items of work performed within the State right-of-way.

The State shall periodically inspect the project's signs, barricades and traffic control plan to ensure compliance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). The State shall attend all pre-work and pre-construction meetings.

- 6. **Final Inspection.** The Local Governments shall request by letter within fifteen (15) days of physical completion of the work that the local state office perform its final inspection and acceptance.
- 7. **Project Maintenance.** The Local Governments shall be responsible for maintenance of its own local public roads after completion of the Project and the State shall be responsible for maintenance of the state highway system after completion of the Project.
- 8. **Termination of this Agreement.** This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:
  - a. Agreement is terminated in writing with the mutual consent of the parties;
  - b. Agreement is terminated because the Local Governments has breached the contract.
  - c. The Local Governments elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Governments agrees to reimburse the State for its reasonable actual costs incurred during the Project.

If the Agreement is terminated then the Local Governments must reimburse the State for all Project costs incurred by the State.

- 9. **Amendments.** Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project must be enacted through a mutually agreed upon, written amendment.
- 10. **Remedies.** This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.
- 11. **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, addressed to such party at the following addresses:

<b>Local Governments:</b>		<b>State:</b>
Glenn Brown City Manager City of College Station P.O. Box 9960 College Station, TX 77842	David Watkins City Manager City of Bryan P.O. Box 1000 Bryan, TX 77805	Robert (Bob) A. Appleton, P.E. Director of Transportation Planning and Development Texas Department of Transportation 1300 North Texas Avenue Bryan, Texas 77903-2760

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All notices shall be deemed given on the date so delivered or so deposited in the regular mail, unless otherwise provided herein. Any party may change the above address by sending written notice of the change to the other parties. Any 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 parties.

12. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.
13. **Responsibilities of the Parties.** The State and the Local Governments 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.
14. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Governments shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State.  
  
Upon the completion of the Project, the Local Governments shall transmit the original as-built construction plans to the State for its permanent records. The Local Governments will also furnish the State an electronic copy of this information in a Microstation format.
15. **Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Governments shall furnish the State with satisfactory proof of this compliance.
16. **Sole Agreement.** This Agreement constitutes the sole and only Agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.
17. **Retention of Records and Inspection.** The Local Governments shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The Local Governments shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The Local Governments shall make such materials available to the State, the Local Governments, or their duly authorized representatives for verification, review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.
18. **Insurance**

If this agreement authorizes the Local Governments 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

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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.

19. **Debarment Certification:** 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 Local Governments certify that they are 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.
20. **Signatory Warranty.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in triplicate counterparts.

**THE LOCAL GOVERNMENTS**

CITY OF BRYAN	CITY OF COLLEGE STATION
Name _____	Name _____
<u>D. Mark Conlee, Mayor, City of Bryan</u> Printed Name and Title	<u>Ben White, Mayor, City of College Station</u> Printed Name and Title
Date _____	Date _____
ATTEST:	ATTEST:
_____ Mary Lynne Stratta, City Secretary	_____ Connie Hooks, City Secretary
Date: _____	Date: _____
APPROVED:	APPROVED:
_____ City Manager	_____ City Manager
Date: _____	Date: _____
_____ City Attorney	<u>Carla A Robinson</u> City Attorney
Date: _____	Date: _____
_____ Chief Financial Officer	_____ Chief Financial Officer
Date: _____	Date: _____

**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.

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Resolution or Ordinance**  
**City of College Station**

**ATTACHMENT A**  
**Resolution or Ordinance**  
**City of Bryan**

**ATTACHMENT B**  
**Project Location Map**  
**Showing Project**



# ATTACHMENT C

## Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>PRELIMINARY ENGINEERING COSTS</b>							
Preliminary Engineering (Includes environmental documents, right-of-way documents, utility layouts and the complete PS&E)	\$36,000	0%	\$0	0%	\$ 0	100%	\$36,000
<b>CONSTRUCTION, CONSTRUCTION ENGINEERING AND CONTINGENCIES</b>							
Construction	\$603,750	0%	\$0	0%	\$ 0	100%	\$603,750
Construction Management (Includes preparing the contract documents, advertising for bids, awarding the contract, construction management, inspection and testing)	\$17,000	0%	\$0	0%	\$0	100%	\$17,000
Direct State Costs (including plan review, inspection and oversight)	Waived	n/a	\$0	n/a	\$0	n/a	\$0
Indirect State Costs (no local participation required except for service projects)	n/a	n/a	\$0	n/a	\$0	n/a	\$0
<b>TOTAL</b>	<b>\$656,750</b>		<b>\$0</b>		<b>\$0</b>		<b>\$656,750</b>

**May 18, 2009**  
**Consent Agenda Item No. 2v**  
**1124 Carolina Street Rejection of Bids**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding rejection of the bid received in response to RFP #09-36 for the sale of City property at 1124 Carolina

**Recommendation(s):** Staff recommends rejection of the currently held bid for 1124 Carolina Street.

**Summary:** On February 3, 2008 staff released a Request for Bid for the sale of City property located at 1124 Carolina, College Station to individuals, households, or families at or below 80% of the area median income.

Staff evaluated the bid submitted as of the February 23, 2009 deadline and it failed to accomplish the principal requirement of selling this property to an individual, household, or family at or below 80% of the area median income. This requirement is mandated by the U.S. Department of Housing and Urban Development regulations.

Staff, therefore, recommends rejection of the currently held bid for sale of City property located at 1124 Carolina Street.

**Budget & Financial Summary:** The subject property at 1124 Carolina was constructed in 2007 utilizing HOME Investment Partnership Program grant funds in the amount of \$81,815.00. The minimum bid specified in ITB #09-36 was \$99,300.00. The sole bid received was \$103,500.00. Recaptured funds from the future sale of 1124 Carolina will be utilized for further affordable housing activities in the City of College Station.

**Attachments:** No attachments

**May 18, 2009**  
**Consent Agenda Item No. 2w**  
**Resolution authorizing the City Council to order a municipal runoff election to be held on June 13, 2009 and providing for Notice of Election**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion of approval of a resolution authorizing the City Council to order a municipal runoff election to be held on June 13, 2009 for the purpose of electing a councilmember to City Council Place 4, and providing for the Mayor to sign the notice of election designating the hours and polling place locations

**Recommendation:** Staff recommends approval.

**Summary:** The City Charter requires a runoff election if no candidate for a particular office receives more than 50 percent of the votes cast for the office. City Council at its February 26th regular meeting authorized the date of June 13<sup>th</sup> for a runoff election.

The runoff election will include two early voting locations and seven Election Day locations.

Early Voting: City Hall Council Chambers and CSISD Administration Building

June 1-5, 2009, 8:00 am – 5:00 pm

June 8-9, 7:00 am – 7:00 pm

Election Day Polling Locations:

City Hall: Precincts 10A, 10B, 24, 34

College Station Conference Center: Precincts 9, 20, 21

A&M Consolidated High School: Precincts. 2C, 8, 31, 32, 35A, 35B

Lincoln Center: Precincts 33, 64, 72, 74

Aldersgate Methodist Church: Precinct 40

Pebble Creek Elementary: Precincts 41, 68

Rock Prairie Elementary: Precincts 2B, 39, 80

**Budget & Financial Summary:** The estimated cost of the runoff election is approximately \$30,000. Funds are available in the General Fund contingency account to cover these expenditures.

**Attachments:**

Resolution

Notice of Election

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

A RESOLUTION AUTHORIZING THE CITY COUNCIL TO ORDER A MUNICIPAL RUNOFF ELECTION TO BE HELD ON JUNE 13, 2009, FOR THE PURPOSE OF ELECTING ONE CITY COUNCILMEMBER TO PLACE 4 BY THE QUALIFIED VOTERS OF THE CITY OF COLLEGE STATION; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; ESTABLISHING PAY RATES FOR ELECTION WORKERS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF VOTING MACHINES; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized to order a runoff election to be held on the 13<sup>th</sup> day of June, 2009, for the purpose of electing a City of College Station Councilmember for Place 4 by the qualified voters of the City of College Station; now, therefore,

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

- PART 1: That the polls for said election shall be open from 7:00 am until 7:00 pm.
- PART 2: That the City Secretary is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct said election.
- PART 3: That the Office of the City Secretary shall perform all duties normally performed by the County Clerk in general elections with respect to early voting, giving notice of the election, and preparing the official ballots.
- PART 4: That the election precincts, voting places, and election officers of said election shall be as follows:

<u>Polling Location</u>	<u>City Precincts consisting of County Voting Precincts</u>	<u>Election Officers</u>
College Station Conference Center 1300 George Bush Drive	9, 20, 21	Terri Stewart, Judge Joe Callaway, Alternate
College Station City Hall 1101 Texas Avenue	10A, 10B, 24, 34	Steve Milam, Judge Doris Milam, Alternate
A&M Consolidated High School 1801 Harvey Mitchell Parkway S	2C, 8, 31, 32, 35A, 35B	Jean McDermott, Judge Janet Ray, Alternate
Lincoln Center 1000 Eleanor	33, 64, 72, 74	Andre Mae Steen, Judge Anne Steen, Alternate
Aldersgate Methodist Church 2201 Earl Rudder Freeway South	40	Jean Hall, Judge Bill Donaldson, Alternate
Pebble Creek Elementary 200 Parkview Drive	41, 68	Dixie Tracy, Judge Vincente Gonzales, Alternate
Rock Prairie Elementary 3400 Welsh Avenue	2B, 39, 80	Gene Charleton, Judge Maggie Charleton, Alternate

PART 5: In addition to the presiding judge and alternate judge for each precinct herein above designated, the respective presiding judge for each precinct and the Early Ballot Board as herein provided, shall be authorized to appoint a sufficient number of clerks as they may deem necessary to assist then in said election, provided, however, that the number of clerks appointed by said presiding judge for each polling place shall not be less than two, including the alternate judge also serving as a clerk.

- PART 6: That the judges and clerks shall be compensated at the rate of nine dollars (\$9.00) per hour. The judge who delivers the returns of the election shall be paid an additional twenty-five (\$25.00) provided he/she returns unused ballots, election supplies, and ballot boxes when he/she makes delivery of the returns of the election.
- PART 7: Direct recording election voting devices shall be used for voting at the foregoing election precincts and electronic county devices and equipment shall be used for counting the ballots t said election. Optical scan balloting materials shall be used for mail balloting.
- PART 8: Early voting shall be conducted by the Office of the City Secretary in the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas, and in the College Station School District Administration building, 1812 Welsh. Early voting by personal appearance for the runoff election shall commence on June 1, 2009 at 8:00 am and end at 7:00 pm on Tuesday, June 9, 2009. No voting will be held on Saturday, June 6 and Sunday, June 7.
- PART 9: An Early Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance. Kay Parker is duly appointed as Presiding Judge of said Board, and she shall appoint such other members as provided in the Texas Election Code, Section 87.002(b).
- PART 10: The Council Chambers located in the College Station City Hall is hereby established as the Central Counting Station to receive and tabulate votes and ballots cast in said election.
- PART 11: The following persons are hereby authorized and approved as persons employed and designated to handle the ballots, operating the tabulating equipment, count the ballots, and be present in the Central Counting Station:
- a. Presiding Judge – Kay Parker
  - b. City Secretary - Connie Hooks
  - c. Tabulation Supervisor – Tracy Price and Kerry Mullins
  - d. Clerks named by Presiding Judge
  - e. Consultant for Texas Voting Systems, Inc. and/or Hart Intercivic
- PART 12: A committee is hereby established of the following persons to hold three computer accuracy tests. The first test shall be conducted at least 48 hours before the count of voted ballots. The second test shall be conducted immediately prior to the start and the third test immediately subsequent to the count of voted ballots to ascertain that the computer will accurately count the votes cast for the offices to be voted upon in said election:
- a. Kay Parker
  - b. Tracy Price
  - c. Kerry Mullins
  - d. Connie Hooks
  - e. Consultant for Texas Voting Systems, Inc., and/or Hart Intercivic
- PART 13: All resident, qualified voters of the City of College Station shall be permitted to vote for City Councilmember Place 4.
- PART 14: The City Manager or his designee is hereby authorized to negotiate and execute an election services contract with Texas Voting Systems for services in connection with the City of College Station runoff election. In addition, the City Manager or his designee is hereby authorized to negotiate and execute a contract with Brazos County for the purpose of leasing necessary equipment to conduct this election.

PART 15: In accordance with Section 123.001 of the Texas Election Code, the Hart Intercivic Direct Recording Electronic Voting System, Optical Scan Voting System and Electronic Management System for Brazos County, Texas and certified by the Secretary of State on January 3, 2002, and subsequent certifications each year, and identified as eSlate is hereby adopted for the runoff election.

PART 16: The runoff election shall be held in accordance with the requirements for bilingual elections as set forth in the Voting Rights Act amendments for 1975 (42USC 1973aa-1a) and in Section 272.001 of the Election Code. All election forms and materials shall be printed in both English and Spanish, and bilingual oral assistance shall be made available within the requirements of the law.

PART 17: The Mayor of the City of College Station is hereby authorized to sign an official NOTICE OF RUNOFF ELECTION listing the precincts and polling place locations for this election. A copy of the NOTICE OF RUNOFF ELECTION, when published in a newspaper of general circulation in English and Spanish, shall serve as proper notice of the City's election.

PART 18: That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 18<sup>th</sup> day of May, 2009,

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

  
City Attorney

## NOTICE OF RUNOFF ELECTION

### TO THE REGISTERED VOTERS OF THE CITY OF COLLEGE STATION, TEXAS.

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on Saturday, June 13, 2009 for voting in a runoff election to elect a College Station City Councilmember Place 4.

#### LOCATION OF POLLING PLACES:

##### City/County Precincts

10A, 10B, 24, 34

2C, 31, 32, 35A, 35B

2B, 39, 80

40

41, 68

9, 20, 21

33, 64, 72, 74

##### Polling Locations

College Station City Hall  
1101 Texas Avenue

A&M Consolidated High School  
1801 Harvey Mitchell Parkway

Rock Prairie Elementary  
3400 Welsh Avenue

Aldersgate Methodist Church  
2201 Earl Rudder Freeway S

Pebble Creek Elementary School  
200 Parkview

College Station Conference Center  
1300 George Bush Drive

Lincoln Center  
1000 Eleanor

Early Voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance shall commence on Monday, June 1, 2009 and conclude on June 9, 2009.

Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance.

The Early Voting Clerk for said election shall be the City Secretary. She shall determine the number of election workers to hire and their assignments at the early voting polling locations.

The early voting polling place by personal appearance shall be at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas and College Station Independent School District Building, 1812 Welsh, College Station, Texas.

8:00 am to 5:00 pm June 1-5, 2009  
7:00 am to 7:00 pm June 8-9, 2009

Applications for ballot by mail shall be received no later than 5:00 pm on June 5, 2009 in the office in the office of: Connie Hooks, Early Voting Clerk, P.O. Box 9960, College Station, Texas 77842 979-764-3541 [chooks@cstx.gov](mailto:chooks@cstx.gov).

PASSED AND APPROVED this 18<sup>th</sup> day of May, 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

O:\group\council\election09\notice of runoff election.doc

**May 18, 2009**  
**Regular Agenda Item No. 1**  
**2429 Earl Rudder Freeway South Comprehensive Plan Amendment**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single-Family Residential, Medium Density and Floodplain to Planned Development for 14.27 acres located at 2429 Earl Rudder Freeway South north of the intersection of State Highway 6 Frontage Road and Raintree Drive.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended denial. Staff also recommended denial.

**Summary:**

**REVIEW CRITERIA**

1. **Changed or changing conditions in the subject area or the City:** The subject property was designated as Mixed Use and Floodplain and Streams in the original 1997 Comprehensive Plan. The Comprehensive Plan defines Mixed Use as:

Areas which encourage mixing of compatible land uses such as retail/commercial, office, parks, multifamily, and attached single-family. These uses are developed together in a manner that allows interaction between the uses and that allows each use to support the other uses. The residential uses provide the patrons for the office and commercial uses. The layout of these land uses must take into consideration pedestrian linkages, landscape buffers between the uses, shared site improvements and vehicular circulation. The success of these mixed uses areas is directly related to the sensitive master planning of the site layout.

The East Bypass Small Area Action Plan retained the Mixed Use designation but recommended that Planned Development districts (PDD) be used in areas shown as Mixed Use to help mitigate the development impacts on surrounding properties. In 2003, the Mixed-Use Opportunity Study was adopted which removed Mixed Use from the Land Use Plan. The Study changed the designation from Mixed Use to Single-Family Residential, Medium Density on a portion of the subject tract and retained the Floodplain and Streams designation on the remainder. The Single-Family designation was selected as the most appropriate land use for this area based on the findings of the East Bypass Small Area Action Plan.

The proposed update to the Comprehensive Plan designates the property as Suburban Commercial and Natural Areas - Reserved. The Suburban Commercial designation is for commercial activity that caters primarily to nearby residents versus the larger community or region. Designated areas are generally small in size and adjacent to major roads. Design of structures in these areas are intended to be compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family uses. The proposed Natural Areas - Reserved designation is intended for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers, as well as recreation facilities, in some instances.

The requested change to Planned Development for a mix of hotel, condominiums, restaurant, and office use would be most compatible with the Urban or Urban Mixed Use designations in the proposed Comprehensive Plan update - not the proposed Suburban Commercial. Planned Development is not proposed as a land use designation the new Comprehensive Plan.

Although there has been change to the designation on this property three times since the adoption of the 1997 Plan, the surrounding areas have developed in accordance with the Plan. There are no changed conditions since the most recent 2003 amendment to warrant a change to the land use plan.

2. **Compatibility with the remainder of the Comprehensive Plan:** The property is situated between floodplain in Wolf Pen Creek (designated a Priority 5 suburban greenway in the Greenways Master Plan) and the Raintree Subdivision. The City has attempted to purchase a portion of this property in the past year in order to preserve the floodplain on this tract. In addition to the protection and preservation of open space, the greenway also serves as a buffer over 600 feet in width between existing retail and residential land uses. Placing regional-oriented commercial, like a hotel, and its associated traffic adjacent to residential uses is contrary to the adopted policies in the Comprehensive Plan to protect, preserve, and enhance existing and future neighborhoods by minimizing intrusive and incompatible land uses and densities.

The property has frontage on State Highway 6 lending itself towards non-residential uses. However, given its adjacency to an established single-family neighborhood, office or neighborhood retail would be more appropriate along this portion of the highway frontage. There are also concerns from the neighborhood about additional commercial traffic along the frontage road, and access from Appomattox Drive. Subdivision regulation requirements will require that Appomattox be extended unless waivers are granted through the platting process.

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

**Attachments:**

1. Draft Planning and Zoning Commission Meeting Minutes, April 16, 2009
2. Ordinance



**DRAFT MINUTES  
PLANNING AND ZONING COMMISSION  
Regular Meeting  
Thursday, April 16, 2009,  
at 7:00 p.m.  
City Hall Council Chambers  
1101 Texas Avenue  
College Station, Texas**

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**COMMISSIONERS PRESENT:** John Nichols, Paul Greer, Doug Slack, Winnie Garner, and Hugh Stearns

**COMMISSIONERS ABSENT:** Thomas Woodfin & Noel Bauman

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Matt Robinson and Matthew Hilgemeier, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, Director Bob Cowell, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Staff Assistant Brittany Caldwell

8. Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment from Single Family Residential, Medium Density and Floodplain and Streams to Planned Development for 14.27 acres located at 2429 Earl Rudder Freeway South generally located north of Raintree Drive. **Case #09-00500064 (LK)**

Commissioner Garner recused herself.

Jennifer Prochazka, Senior Planner, presented the Comprehensive Plan Amendment and recommended denial.

There was general discussion regarding the Comprehensive Plan Amendment.

Commissioner Stearns expressed concern about traffic.

Chairman Nichols opened the public hearing.

Jane Kee, 511 University Drive, stated that a Planned Development District would protect the neighborhood.

Alton Ofczarzak, 4816 Close Quarters, stated that the plan was suitable for the area and neighborhood and the goal was to protect the neighborhood.

Sorell Boyd, 7704 Sherman Court, College Station, Texas; Henry Wittner, Raintree HOA Representative; John and Sherry Ellison, 2705 Brookway, College Station, Texas; John Tilton, 7705 Sherman Court, College Station, Texas. Some of the concerns of the citizens were the traffic and the inappropriateness of a large hotel and restaurant by the neighborhood.

Chairman Nichols closed the public hearing.

Commissioner Stearns stated that a hotel of the size they are proposing is not appropriate because of its proximity to the neighborhood.

**Commissioner Stearns motioned to recommend denial. Commissioner Greer seconded the motion, motion passed (4-0).**

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

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE LAND USE PLAN FOR THE AREA GENERALLY LOCATED NORTH OF THE RAINTREE SUBDIVISION AT 2429 EARL RUDDER FREEWAY SOUTH, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Land Use Plan" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

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

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

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

  
City Attorney

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

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

The 14.27 acres generally located at 2429 Earl Rudder Freeway South is amended from Single-Family Residential, Medium Density and Floodplain to Planned Development, as shown on the attached Exhibit "B".

**Purpose Statement:**

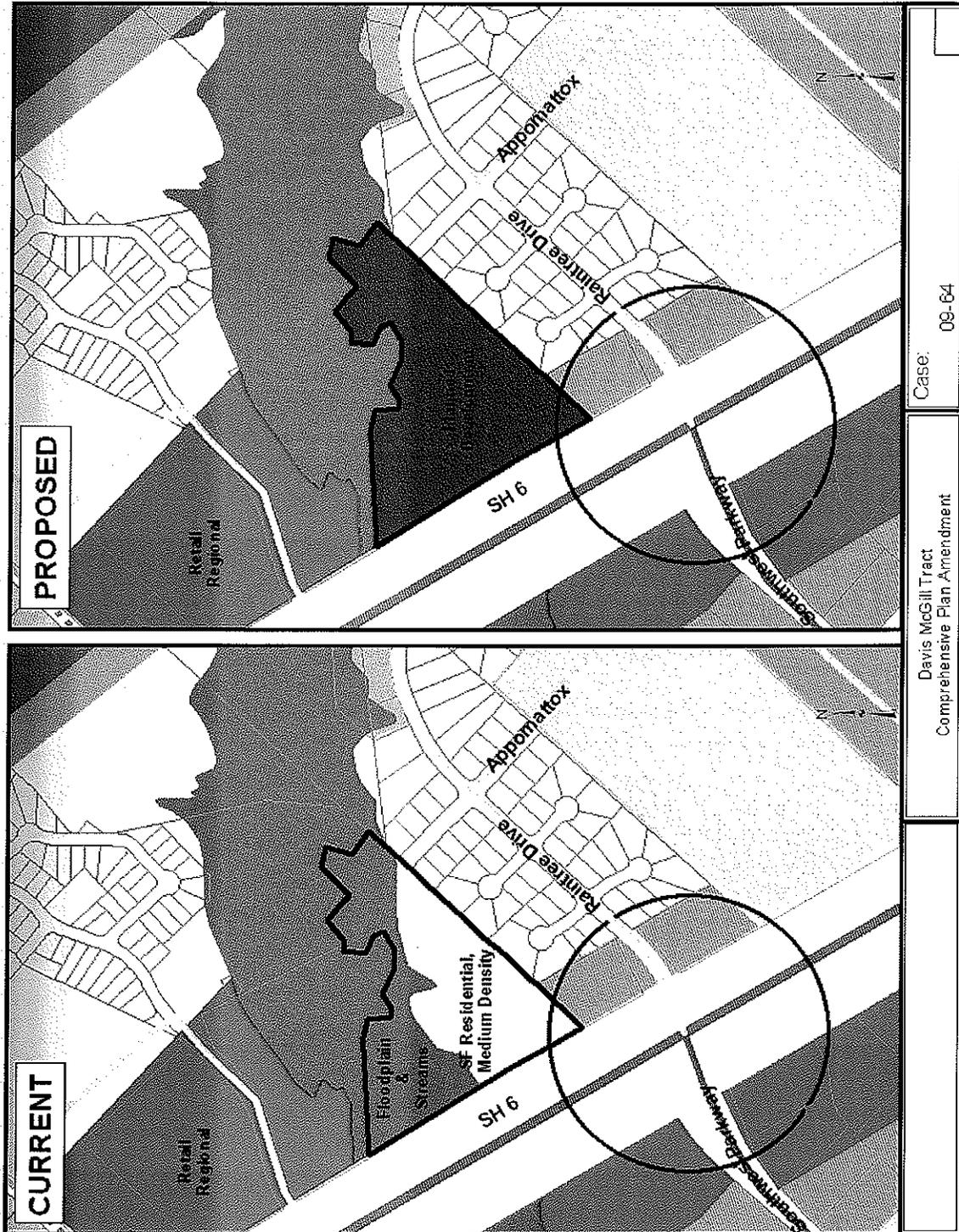
This request for a PD land use is to enable the development of this tract to include commercial uses. The type, scale and design of the uses and overall project will be determined through the use of the PDD/P-MUD zoning district.

Anticipated uses are restaurants without drive-thru facilities, professional offices, medical clinics, banks or pharmacies with drive-thru options, as well as other neighborhood retail uses or personal service shops that could serve the surrounding east by-pass area. Another possible use is a small-scale hotel with possible condominium space and meeting space, the location, size and height to be determined by the PDD/P-MUD zoning district.

These uses are all options for development. Final commercial uses will be set through the concept plan process. The location, type and density of buffering will include input from residents whose lots are directly adjacent to the tract. Vehicular access is not desired through the neighborhood but will be oriented to the By-Pass. Through this land use designation and ultimate rezoning the developer will work to configure a greenway that will be mutually beneficial to the health, welfare, and safety of the City.

Through the PD land use and subsequent PDD/P-MUD districts the developer will work toward the City's goals of open-space preservation, neighborhood protection and quality infill development.

Exhibit "B"



**May 18, 2009**  
**Regular Agenda Item No. 2**  
**5400 St. Andrews Dr. Pebble Creek Ph. 9I - Rezoning**

**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 amendment of 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 3.38 acres from A-O, Agricultural-Open, to R-1, Single-Family Residential at 5400 St. Andrews Drive and more generally located in the Pebble Creek Subdivision.

**Recommendation(s):** The Planning and Zoning Commission recommended approval of the amendment by a vote of 5 to 0 at their April 16th, meeting.

**Summary:**

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The Comprehensive Land Use Plan calls for the majority of the subject property to be Single-Family Residential, Medium Density. This land use designation is considered appropriate for the proposed request of R-1, Single-Family Residential. However, a portion of the property is classified as Floodplains and Streams on the Land Use Plan, and as such the existing zoning designation of A-O, Agricultural Open is appropriate. The Land Use Plan calls for the limited development of specific floodplains to allow for connections between selected parks, recreation areas and residential areas by a system of linear parkways or greenways. In general, the floodplains are proposed to be linked together by open space connections as part of the open space system. This includes a greenway trail proposed along that tributary of Alum Creek. In addition, the intent of the Land Use Plan is to provide for development that maintains the environmental and natural qualities of College Station, while being sensitive to floodplains and treed areas. As such, the creation of a dense, non-rural residential development in a flood-prone area would not be consistent with the Land Use Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed request would be a continuation of the Pebble Creek Subdivision to the north, that is currently zoned and developed for single-family residences. Adjacent property to the south is zoned A-O, Agricultural Open and is currently undeveloped with a portion of floodplain that runs through the property. The proposed rezoning would be considered compatible to the adjacent land uses. While the M-1, Light Industrial zoning district to the west is not directly adjacent to the majority of the subject property, the floodplain that runs through and between the two properties could serve as a buffer area. Currently, that portion of the M-1 property is undeveloped.
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 Comprehensive Land Use Plan calls for a majority of the subject property to be utilized as Single-Family Residential, Medium Density. As such, a rezoning to R-1, Single-Family

Residential would be considered appropriate. However, a portion of the property lies within the floodplain and the existing A-O, Agricultural Open zoning designation is appropriate.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current zoning limits the potential for development to agricultural, low-intensity residential, or open space uses. A portion of the subject property lies within floodplain limits and as such is not considered suitable for medium density single-family development. The A-O, Agricultural Open designation would be appropriate for the portion of the property located within the floodplain.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant is seeking to enhance the marketability of the property through the proposed zone change. The applicant intends to market the property for single-family residences. Flood insurance will be required by most lenders for tracts that have FEMA-designated floodplain within their property lines.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing water and sewer mains to serve this property. Birkdale Drive extends the through the eastern edge of the property and is classified as a minor collector on the Thoroughfare Plan. Birkdale Drive is required for platting. The subject tract is located in the Alum Creek Drainage Basin. There is FEMA regulated Special Flood Hazard Area located on a portion of this tract. Development of this tract will be required to meet the City's Storm Water Design Guidelines.

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

**Attachments:**

1. **Background Information**
2. **Aerial**
3. **Draft Planning and Zoning Commission Meeting Minutes, April 16, 2009**
4. **Ordinance**

**NOTIFICATIONS**

Advertised Commission Hearing Date: April 16, 2009

Advertised Council Hearing Dates: May 18, 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:

- Pebble Creek HOA
- Pebble Creek Gardens HOA
- Pebble Creek Patio HOA

Property owner notices mailed: 6  
 Contacts in support: None at time of staff report  
 Contacts in opposition: None at time of staff report  
 Inquiry contacts: 0

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Single-Family Residential, Medium Density	R-1, Single-Family Residential	Vacant, Single-family residences
South	Floodplains & Streams, Industrial R&D	A-O, Agricultural Open	Undeveloped, floodplain
East	Floodplains & Streams, Single-Family Residential Medium Density	A-O, Agricultural Open	Undeveloped, floodplain
West	Single-Family Residential, Medium Density, Floodplains & Streams, Industrial R&D	R-1, Single-Family Residential, M-1, Light Industrial	Single-family residences, undeveloped

**DEVELOPMENT HISTORY**

**Annexation:** 1994  
**Zoning:** A-O, Agricultural Open at time of Annexation  
**Final Plat:** Unplatted  
**Site development:** Undeveloped



Case: 09-047

REZONING

PEBBLE CREEK PH 9I

DEVELOPMENT REVIEW





**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 16, 2009,**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** John Nichols, Paul Greer, Doug Slack, Winnie Garner, and Hugh Stearns

**COMMISSIONERS ABSENT:** Thomas Woodfin & Noel Bauman

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Matt Robinson and Matthew Hilgemeier, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, Director Bob Cowell, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman John Nichols called the meeting to order at 7:00 p.m.

**Regular Agenda**

2. Public hearing, presentation, possible action, and discussion regarding a Rezoning of 3.38 acres from A-O, Agricultural-Open, to R-1, Single-Family Residential at 5400 St. Andrews Drive and more generally located in the Pebble Creek Subdivision. **Case #09-00500047 (MR)**

Matt Robinson, Staff Planner, presented the Rezoning and recommended approval to change a portion of the property to R-1, Single-Family Residential, but recommended denial of the request to change the portion that is designated as being within the floodplain limits.

There was general discussion regarding the floodplain.

Chairman Nichols opened the public hearing.

Davis Young, 4500 Pebble Creek Parkway, stated that he wanted straight lot lines and also said that he would be unable to plat the property unless it was all zoned R-1, Single-Family Residential. He said that he does not want paths or sidewalks directly behind the lots if the floodplain is not rezoned.

Chairman Nichols closed the public hearing.

Commissioner Garner asked what the regulations were in the floodplain.

Carol Cotter, Senior Assistant City Engineer, stated that you cannot impede flow with a fence, etc.

**Commissioner Garner motioned to approve the rezoning as requested by the applicant. Commissioner Slack seconded the motion, motion passed (5-0).**

3. Adjourn.

**Commissioner Stearns motioned to adjourn the meeting. Commissioner Greer seconded the motion, motioned passed (5-0).**

**Meeting adjourned at 9:15 p.m.**

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 4.2, "OFFICIAL ZONING MAP", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

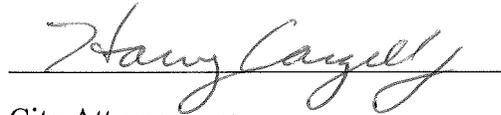
APPROVED:

\_\_\_\_\_  
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 A-O, Agricultural Open to R-1, Single Family Residential:

3.38 Acres  
S.W. Robertson Survey, A-202  
College Station, Brazos County, Texas

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE S.W. ROBERSTON SURVEY, ABSTRACT NO. 202 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF THE 505.19 ACRE TRACT ONE DESCRIBED IN THE DEED FROM YOUNG BROTHERS, INC. CONTRACTORS TO PEBBLE CREEK DEVELOPMENT COMPANY RECORDED IN VOLUME 1671, PAGE 276 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (O.R.B.C.) AND PART OF THE 7.32 ACRE TRACT DESCRIBED IN THE DEED FROM THE CITY OF COLLEGE STATION TO PEBBLE CREEK DEVELOPMENT COMPANY RECORDED IN VOLUME 3229, PAGE 232 (O.R.B.C.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" AND GRAPHICALLY SHOWN IN EXHIBIT "C".

**EXHIBIT "B"**FIELD NOTES  
PROPOSED R-1 ZONE  
3.38 ACRES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202 in College Station, Brazos County, Texas and being part of the 505.19 Acre Tract One described in the deed from Young Brothers, Inc. Contractors to Pebble Creek Development Company recorded in Volume 1671, Page 276 of the Official Records of Brazos County, Texas (O.R.B.C.) and part of the 7.32 acre tract described in the deed from the City of College Station to Pebble Creek Development Company recorded in Volume 3229, Page 232 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the south corner of Lot 80, Block 25, PEBBLE CREEK, PHASE 8-C subdivision as recorded in Volume 4113, Page 164 (O.R.B.C.), being in the north line of Lot 1, Block 4, THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE recorded in Volume 3764, Page 130 (O.R.B.C.) and being in the south line of the beforesaid 7.32 acre tract;

THENCE: through the interior of the said 7.32 acre and the said 505.19 acre tracts for the following five (5) calls;

- 1) S 71° 39' 20" E for a distance of 261.31 feet for corner,
- 2) N 75° 23' 05" E for a distance of 172.03 feet for corner,
- 3) N 63° 43' 20" E for a distance of 172.59 feet for corner,
- 4) S 86° 58' 01" E for a distance of 763.30 feet for corner,
- 5) N 84° 12' 06" E for a distance of 158.82 feet for corner in the southwest line of Lot 17, Block 53 PEBBLE CREEK, PHASE 9-G subdivision as recorded in Volume 8830, Page 63 (O.R.B.C.),

THENCE: S 16° 15' 49" E along the southwest line of said Lot 17, Block 53 for a distance of 32.01 feet to the southwest corner of said PEBBLE CREEK, PHASE 9-G;

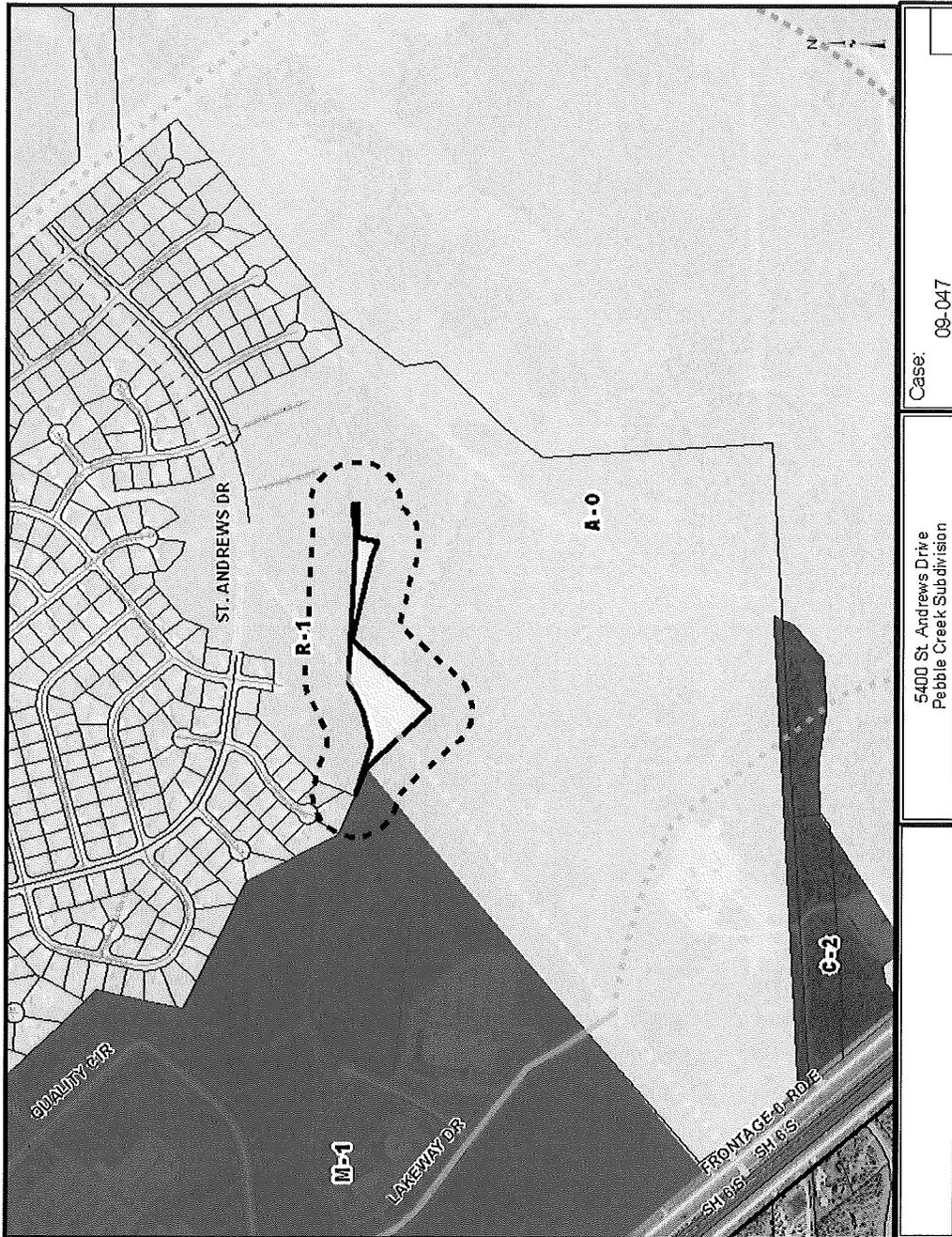
THENCE: through the interior of the said 505.19 acre tract for the following six (6) calls;

- 1) N 88° 36' 39" W for a distance of 162.42 feet for corner,
- 2) 104.17 feet along the arc of said curve having a central angle of 10° 52' 18", a radius of 549.00 feet, a tangent of 52.24 feet and a long chord bearing S 16° 00' 45" W at a distance of 104.01 feet for corner;

- 3) N 68° 36' 20" W for a distance of 80.21 feet for corner,
- 4) N 77° 30' 26" W for a distance of 479.40 feet for corner,
- 5) S 40° 47' 32" W for a distance of 522.60 feet for corner and
- 6) N 41° 48' 43" W for a distance of 428.38 feet to a found 1/2-inch iron rod marking the most southerly corner of the said 7.32 acre tract and the east corner of said Lot 1, Block 4, THE BUSINESS CENTER AT COLLEGE STATON, PHASE THREE for corner;

THENCE: N 67° 31' 22" W along the common line of the said 7.32 acre tract and the northeast line of said Lot 1, Block 4 for a distance of 148.94 feet to the POINT OF BEGINNING and containing 3.38 acres of land, more or less.

EXHIBIT "C"



**May 18, 2009**  
**Regular Agenda Item No. 3**  
**Sign Ordinance Amendment**

**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 amendment to Chapter 12, the Unified Development Ordinance, Section 7.4.E "Exempt Signs," Section 7.4.X "Signs for Permitted Non-residential Uses in Residential or Agricultural Districts" and Section 11.2 "Defined Terms" of the Code of Ordinances.

**Recommendation(s):** The Planning and Zoning Commission heard this item at their April 16, 2009 meeting and recommended approval of the ordinance amendment. Staff also recommends approval.

**Summary:** Staff is aware that there are numerous un-permitted signs being posted to advertise real estate events such as open houses, the Parade of Homes tour, and recreational home tours within the City. This item is an amendment to several sections of the Unified Development Ordinance to provide a legal process for these types of signs to follow. In addition, staff is proposing language to allow attached signage for government facilities in certain locations.

The proposed changes include the following:

- § Section 7.4.E Exempt Signs, is proposed to be amended to provide a regulatory process for real-estate event signs. The amendment includes language relating time limitations, sign removal, signage in the right-of-way, and permitting.
- § Section 7.4.X Signs for Permitted Non-residential Uses in Residential or Agricultural Districts, currently allows for the use of low profile signs. However, staff is proposing that government facilities in such zoning districts be allowed to utilize attached signage as well.
- § Section 11.2 Defined Terms, is proposed to be amended to include a definition for "Home Tour Events."

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

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 7.4.E "EXEMPT SIGNS", SECTION 7.4.X "SIGNS FOR PERMITTED NON-RESIDENTIAL USES AND SIGNS FOR GOVERNMENT FACILITIES IN RESIDENTIAL OR AGRICULTURAL DISTRICTS", AND SECTION 11.2 "DEFINED TERMS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance", Section 7.4.E, "Exempt Signs", Section 7.4.X "Signs for Permitted Non-residential uses and Signs for Government Facilities in Residential or Agricultural Districts", and Section 11.2 "Defined Terms", 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 18<sup>th</sup> day of May, 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**Exhibit "A"****Part I**

That Chapter 12, "Unified Development Ordinance," Section 7.4.E "Exempt Signs", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending sub-Section 7.4.E.14 to read as follows:

14. Home Tour Event signs, as defined by Article 11.2 Terms, with a limit of two (2) events per calendar year.

Such signage shall:

- a. Be in good repair;
- b. Display the name of the group sponsoring the event (if applicable);
- c. Be allowed up to ten (10) consecutive days per event;
- d. Be removed within twenty-four (24) hours of the end of the event;
- e. Comply with the following if located within a right-of-way:
  - 1) Located outside the visibility triangle of intersections as it is defined in Section 7.1.C of the Unified Development Ordinance.
  - 2) Permitted by the State Department of Highways and Public Transportation if located on any state highway or roadway.
  - 3) Be constructed of durable material and no sign shall be greater in size than 3' x 3'.

**Part II**

That Chapter 12, "Unified Development Ordinance," Section 7.4.X "Signs for Permitted Non-residential uses and Signs for Government Facilities in Residential or Agricultural Districts", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section to read as follows:

**X. Signs for Permitted Non-residential uses in Residential or Agricultural Districts**

Signs for non-residential permitted uses in residential or agricultural zoning districts shall comply with Section 7.4.F, Sign Standards, "Low Profile Signs." Signs for government facilities in residential or agricultural zoning districts shall comply with Section 7.4.I, Sign Standards, "Attached Signs."

**Part III**

That Chapter 12, "Unified Development Ordinance," Section 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Section by adding the following term alphabetically to the Section:

**Home Tour Event:** Real estate events such as open houses and Parade of Homes, as well as the touring of occupied residences for the entertainment of a targeted audience such as the Women's Club Home and Garden Tour.

**May 18, 2009**  
**Regular Agenda Item No. 4**  
**Recommendation for Region G Water Planning Group Vacancy**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion for a resolution to recommend Dave Coleman, Water Services Department Director, to fill a vacant Municipal representative position as a voting member on the Region G Water Planning Group.

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

**Summary:** The Brazos G Group is one of 16 regional water planning groups covering the State which are charged with developing regional water plans under Senate Bill 1, passed by the Texas Legislature in 1997. The Region G Group has been working since 1998 to develop a comprehensive regional water plan for its 37-County planning area, which extends generally along the Brazos river from Kent, Stonewall and Knox Counties in the northwest to Washington and Lee Counties in the southeast.

The regional water plans provide for the orderly development, management, and conservation of water resources, and include drought preparation and response. The goal of the planning process is to assure that sufficient water will be available at a reasonable cost to ensure public safety and welfare, further economic development and protect agricultural and natural resources. The water plans identify current water supplies and future estimates of water demands. In cases where future demands are greater than existing supply sources, strategies are evaluated and recommended to meet the identified needs.

The Region G Board is comprised of representatives from a variety of interest groups, including municipalities, agriculture, small businesses, Counties, Water Districts, Environmental, Groundwater Conservation Districts, Industries, the public, River Authorities, electric generating utilities, and water utilities. There are four positions for municipal representatives, and as announced in their press release, 2 of those are vacant.

Staff recommends approval of this resolution, to support Mr. Coleman's nomination package, so that the vital water needs of our area will have adequate representation. If Council approves, staff will seek support from the cities of Bryan and Navasota. Also, please note that the Municipal representatives on Region G are typically City employees, which does not present a problem with "conflicts of interest."

**Budget & Financial Summary:** No budget impacts.

**Attachments:**

Region G Press Release  
Resolution

# BRAZOS G

WATER PLANNING GROUP

## VOTING MEMBERS

Dale Spurgin, Chair  
Scott Diermann, Vice-Chair  
Phillip J. Ford,  
Secretary/Treasurer  
Charles Beseda  
Jon H. Burrows  
Tom Clark  
Alva Cox  
Tim Fambrough  
Terry Kelley  
Mike McGuire  
Gary Newman  
Tommy O. O'Brien  
Gail Peek  
Sheril Smith  
Wiley Stem III  
Mike Sutherland  
Randy Waclawczyk  
Kathleen J. Webster  
Wayne Wilson

## COUNTIES

Bell  
Bosque  
Brazos  
Burleson  
Callahan  
Comanche  
Coryell  
Eastland  
Erath  
Falls  
Fisher  
Grimes  
Hamilton  
Haskell  
Hill  
Hood  
Johnson  
Jones  
Kent  
Knox  
Lampasas  
Lee  
Limestone  
McLennan  
Milam  
Nolan  
Palo Pinto  
Robertson  
Shackelford  
Somervell  
Stephens  
Stonewall  
Taylor  
Throckmorton  
Washington  
Williamson  
Young

BRAZOS RIVER AUTHORITY, Administrative Agent  
P.O. Box 7555 v Waco, Texas 76714-7555  
(254) 761-3100 v Fax (254) 761-3204

April 17, 2009

RECEIVED

APR 20 2009

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

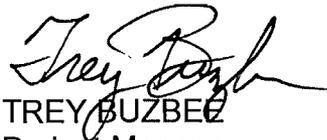
Dear Mayor:

Please find enclosed a notice and application for three (3) Brazos G Regional Water Planning Group voting-member positions. The voting-member positions available include two (2) that will represent Municipalities and one (1) that will represent Water Districts. Details regarding the selection process, requirements of these positions, application instructions, and an overview of the Brazos G Regional Water Planning Group are included in the attached notice.

We request that you provide these materials to qualified applicants in your community that have an interest in regional water planning. Additional applications can be accessed at our website, [www.brazosgwater.org](http://www.brazosgwater.org). Applications will be accepted until 5:00 p.m., Friday, June 19, 2009. Subsequent instructions regarding the selection process will be provided to applicants after this date.

If you have any questions regarding this matter, please contact my office at (254) 761-3168 or via e-mail at [tbuzbee@brazos.org](mailto:tbuzbee@brazos.org). We appreciate your interest in regional water planning.

Sincerely,



TREY BUZBEE  
Project Manager  
Brazos G Regional Water Planning Group

copy: David Coleman

# BRAZOS G

WATER PLANNING GROUP

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## **FOR IMMEDIATE RELEASE – April 17, 2009**

For additional information, call Trey Buzbee, Brazos River Authority, Administrative Agent, at (254) 761-3168 or via e-mail at <info@brazosgwater.org>

### **BRAZOS G REGIONAL WATER PLANNING GROUP (REGION G) SEEKS NOMINATIONS FOR NEW VOTING MEMBERS**

The Brazos G Regional Water Planning Group (Brazos G) is soliciting nominations for three (3) voting members representing various interests in the Brazos G Regional Water Planning Area. Nominations will be accepted until **5:00 pm, Friday, June 19, 2009**. In selecting a voting member for each vacancy, the Brazos G Group will consider a number of factors, including the nominee's qualifications to represent the interest category, willingness to devote the time necessary to participate in the Regional Water Planning process, and willingness to abide by the Bylaws. The Brazos G voting members will strive to achieve geographic, ethnic, and gender diversity. Nominees are invited to visit the Brazos G website at www.brazosgwater.org for additional information including this press release, the new member application form and a current member hometown map.

#### **The three (3) voting member vacancies are defined as follows:**

- Two (2) voting member vacancy representing 'Municipalities' defined by the Texas Water Code, §16.053 (c) "as governments of cities created or organized under the general, home-rule, or special laws of the state"
- One (1) voting member vacancy representing the interest of 'Water Districts' defined by the Texas Water Code, §16.053 (c) as "any districts or authorities, created under authority of either Texas Constitution, Article III, §52(b)(1) and (2), or Article XVI, §59 including districts having the authority to regulate the spacing of or production from water wells, but not including river authorities"

**Terms:** The new voting members shall be filling terms that expire at the last meeting of calendar year 2009; and thereafter, shall be eligible to serve a maximum of five (5) consecutive two-year terms.

**Meetings:** In order to provide a smooth transition into the Brazos G Group, the newly elected voting members will be required to attend all Brazos G meetings, including orientation session(s), prior to their official appointment date which will begin with the last meeting of calendar year 2009.

**Travel Expenses:** Brazos G members are not compensated for their services by the State of Texas. If eligible, travel expenses for voting members may be reimbursed in accordance with rules adopted by the Texas Water Development Board as funds are available.

# BRAZOS G

WATER PLANNING GROUP

## VOTING MEMBER APPLICATION

### (Solicitation for Municipalities & Water Districts Interest Categories)

Announced April 17, 2009

Please print or type applicable information and return by 5:00 PM, Friday, June 19, 2009  
 to: Brazos G RWPG, Attn: Trey Buzbee, Brazos River Authority, P.O. Box 7555, Waco, Texas 76714-7555;  
 or via facsimile at (254) 761-3204; or via electronic email at [info@brazosgwater.org](mailto:info@brazosgwater.org).  
 For questions, call Trey Buzbee at (254) 761-3168.

<b>Full Name:</b>						
<b>Home Address:</b>				<b>City:</b>		
<b>Telephone:</b>	<b>Home:</b>			<b>Business:</b>		
<b>E-mail Address:</b>				<b>State:</b>		<b>Zip:</b>
				<b>Cell:</b>		
				<b>Fax:</b>		
<b>Current Position/Title:</b>					<b># years employed:</b>	
<b>Company Name:</b>						
<b>Company Address:</b>						
<b>City:</b>			<b>State:</b>		<b>Zip:</b>	

**Briefly describe why you wish to serve on the Brazos G RWPG:**

Applicants may have qualifications that fit more than one Interest Category sought. Place an 'X' in the box(s) for each Interest Category that you want to be considered for:

***If you marked both boxes, then place an 'X' in one of the boxes to the right of each Interest Category to state your preference.***

<b>1. Municipalities</b>	→	<b>1<sup>st</sup> Choice:</b>		<b>2<sup>nd</sup> Choice:</b>		<b>No Preference</b>
<b>2. Water Districts</b>	→	<b>1<sup>st</sup> Choice:</b>		<b>2<sup>nd</sup> Choice:</b>		<b>No Preference</b>

**If applicable, describe your qualifications and/or skills that represent the 'Municipalities' Interest Category :**

**If applicable, describe your qualifications and/or skills that represent the 'Water Districts' Interest Category :**

## **INTERESTS REQUIRED FOR THE REGIONAL WATER PLANNING AREA**

*The interests listed in the Texas Water Code, § 16.053 (c) are defined as follows:*

**Public** – defined as those persons or entities having no economic interest in the interests represented by paragraphs (2) through (11) of this subsection other than as a normal consumer

**Counties** – defined as the county governments for the 254 counties in Texas

**Municipalities** – defined as governments of cities created or organized under the general, home-rule, or special laws of the state

**Industries** – defined as corporations, partnerships, sole proprietorships, or other legal entities that are formed for the purpose of making a profit and which produce or manufacture goods or services and which are not small businesses

**Agricultural Interests** – defined as those persons or entities associated with production or processing of plant or animal products

**Environmental Interests** – defined as those persons or groups advocating the conservation of the state's natural resources, including but not limited to soil, water, air, and living resources

**Small Businesses** – defined as corporations, partnerships, sole proprietorships, or other legal entities that are formed for the purpose of making a profit, are independently owned and operated, and have fewer than 100 employees or less than \$1 million in gross annual receipts

**Electric Generating Utilities** – defined as any persons, corporations, cooperative corporations, or any combination thereof, meeting each of the following three criteria: own or operate for compensation equipment or facilities which produce or generate electricity; produce or generate electricity for either wholesale or retail sale to others; and are neither a municipal corporation nor a river authority

**River Authorities** – defined as any districts or authorities created by the legislature which contain areas within their boundaries of one or more counties and which are governed by boards of directors appointed or designated in whole or part by the governor or board

**Water Districts** – defined as any districts or authorities, created under authority of either Texas Constitution, Article III, § 52(b)(1) and (2), or Article XVI, § 59 including districts having the authority to regulate the spacing of or production from water wells, but not including river authorities

**Water Utilities** – defined as any persons, corporations, cooperative corporations, or any combination thereof that provide water supplies for compensation except for municipalities, river authorities, or water districts

### ***Additional Voting Member Interest Category added by Brazos G***

**Districts** – defined as any district or authority created under Section 52, Article III, Section 59, Article XVI, Texas Constitution, that has the authority to regulate the spacing of water wells, the production from water wells, or both

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RECOMMENDING DAVID M. COLEMAN, THE COLLEGE STATION WATER SERVICES DEPARTMENT DIRECTOR, AS A MUNICIPAL REPRESENTATIVE TO THE BRAZOS G REGIONAL WATER PLANNING GROUP.

WHEREAS, The City Council of the City of College Station strives through its *Vision Statements* to provide high quality customer focused basic city services at a reasonable cost, including effective water services;

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Goal #1* that states "College Station should continue to provide the quantity and quality of utilities needed to assure public health, safety, and accommodation of growth";

WHEREAS, The Brazos G Regional Water Planning Group issued a press release on April 17, 2009 seeking nominations for a voting member vacancy representing municipalities, to be submitted by June 19, 2009;

WHEREAS, The City of College Station is one of the major home-rule municipalities in Region G, and the City views the Water Planning Group's decisions, and the Brazos G Regional Water Plan, as vital elements in the future of all municipalities, which requires solid and trusted municipal representation; and

WHEREAS, The City Council is confident the City's Water Services Department Director, David M. Coleman, will fairly and accurately represent the interests of all municipalities within Region G, and the City Council pledges that Mr. Coleman will be given adequate time and resources to fulfill every obligation and duty of Water Planning Group membership; now, therefore,

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

PART 1: That the City Council hereby agrees that membership on the Brazos G Regional Water Planning Group is essential in meeting the City's Utility Goals.

PART 2: That the City Council hereby recommends David M. Coleman, the City's Water Services Department Director, to fill the voting member vacancy representing municipalities with the Brazos G Regional Water Planning Group.

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

**May 18, 2009**  
**Regular Agenda Item No. 5**  
**BVSWMA Compost Loss Payment to City of Bryan**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion authorizing payment from the Brazos Valley Solid Waste Management Agency (BVSWMA) Fund for payment to the City of Bryan for FY08/FY09 Compost Facility losses in the amount of \$356,871.

**Recommendation(s):** Staff makes no recommendation on authorizing payment from the Brazos Valley Solid Waste Management Agency (BVSWMA) Fund for payment to the City of Bryan for FY08/FY09 Compost Facility losses in the amount of \$356,871.

**Summary:** On December 5, 2008 the BVSWMA Policy Advisory Board voted to recommend to the City Councils of College Station and Bryan that the FY2009 BVSWMA compost facility subsidization be increased and reimbursed to the City of Bryan at an amount to be determined by each City Council.

On March 24, 2009, the Bryan City Council approved a BVSWMA budget amendment increasing the compost reimbursement amount for FY08 and FY09 to \$356,871, from the original budgeted amount of \$80,000.00 per fiscal year. This is an increase of \$276,871.

The increase represents \$126,739 in actual FY08 compost losses, \$230,132 in budgeted FY09 compost losses, less the \$80,000 subsidization amount currently budgeted in the FY09 BVSWMA budget. The increase will result in the BVSWMA Fund subsidizing 100% of operating losses at the Bryan Compost Facility.

<u>Bryan Compost Facility</u>	<u>FY08 Actuals</u>	<u>FY09 Budgeted</u>	<u>Total</u>
Revenues	\$430,776	\$480,000	\$910,776
Expenditures	\$557,515	\$710,132	\$1,276,647
Net Income /(Loss)	\$(126,739)	\$(230,132)	\$(356,871)

**Budget & Financial Summary:** The additional funds are not currently expensed in the FY2009 BVSWMA budget and approval of this action will require a future budget amendment in the amount of \$276,871.

**Attachments:**

1. BVSWMA Policy Advisory Board Meeting Minutes – December 5, 2008
2. City of Bryan Council Action Form
3. City of Bryan Budget Amendment Form with Supporting Documentation

**Minutes**  
**Brazos Valley Solid Waste Management Agency**  
**December 5, 2008**  
**City of College Station**  
**Council Chambers**  
**1:30 p.m.**

**Board Members Present:** Mayor Ben White (Chairman), City of College Station Mayor; Mark Conlee, City of Bryan Mayor and Jason Bienski, City of Bryan Council Member.

**Others Present:** Pete Caler, College Station Assistant Director of Public Works/BVSWMA Director; Shelia McQueen, BVSWMA Program Coordinator; Jeff Kersten, City of College Station Chief Financial Officer; Mark Smith, City of College Station Public Works Director; Linda Huff, City of Bryan Public Works Director; Glenn Brown, City of College Station City Manager; Harvey Cargill, City of College Station, City Attorney; Mary Ann Powell, City of College Station First Asst. City Attorney; Samantha Norejo, ABC40 News Anchor; Connie Hooks, City of College Station City Secretary; Mary Lynn Stratta, City of Bryan City Secretary; Janice Hampton, City of Bryan Attorney; Ben Hardeman, City of Bryan Council Member; and Samantha Best, City of College Station Landfill Superintendent, Jay Marcotte, City of Bryan, Assistant Director of Public Works.

**Members Absent:** Bill Pendley, Grimes County Commissioner.

**Agenda Item 1:** Mayor Ben White called the meeting to order at 1:33pm.

**Agenda Item 2:** Presentation, possible action and discussion of the minutes for meeting held on September 9, 2008.

Councilman Bienski made a motion to amend the minutes to reflect City of Bryan changes as presented in hard copy (attached). Motion to approve by Jason Bienski, second Mayor Conlee. The motion passed unanimously.

**Agenda Item 3:** Under advice from the City of Bryan's Austin, TX Attorney Item 3 was removed.

**Agenda Item 4:** Presentation, possible action and discussion regarding a BVSWMA Directors report:

Pete Caler gave the BVSWMA Policy Board of Directors a report of the operational status of the Rock Prairie Road Landfill Facility and the development status of the Twin Oaks Landfill Project. The results of the flyover done in October 2008 of the Rock Prairie Road Landfill, the results showed that 16% more waste was compacted and the landfill has another 24 months of remaining capacity as of November 2008, so long as the operation continues to experience this same level of compaction in the interim.

Pete discussed the composting rebate program which will bring money back into BVSWMA and offset some composting costs. The paperwork for the composting rebate and 10' height increase is under review and awaiting approval from TCEQ.

The special waste rate increase at the Rock Prairie Road Landfill went into effect on November 1, 2008. The quarterly amount of special waste, not including contaminated soil, accepted from August to October 2008 was 2061.95 tons and during the same period in 2007 2915.82 tons were accepted.

The site operating plan is still under review at TCEQ. Mr. Caler stated the SOP must be updated to reflect new rules. He stated there had been no new modifications since the mediated settlement and does not foresee any new modifications in the near future. However, he stated if there are additional modifications, he will notify Linda Huff immediately.

Mr. Caler reported there was a delay with the construction contracts because of bond issues but that has been resolved and the contracts were being routed for signature.

The petroleum pipeline relocation will occur in about 5 years.

Mr. Caler reported on the 404 permit and said that mitigation of fields, streams and lady tresses had to be addressed. He stated that the 404 permit has been issued with certain activities that must be completed by BVSWMMA and that to accomplish this; property in northeast Brazos County must be purchased. He stated the real estate documents for this were being developed, with a survey currently being performed. He estimated that the real estate contract and the conveyance of the conservation easement would go to both councils in January. In response to a question from Mayor Conlee, Mr. Caler explained that the property was on Wixon Creek, just north of Highway 21 and consisted of about 58 acres. Bryan's City Attorney reported she had heard about the potential purchase months ago but no recent communications have been made to the Bryan City Attorney's office about this issue. Mr. Caler responded he would make sure that Ms. Hampton had updated documents to review. In response to a question from Ms. Huff, Mr. Caler reported that BVSWMMA would have to maintain the property and pay monies for conservation monitoring in perpetuity by the appropriate land conservancy.

Pete also brought to our attention that an incorrect statement was made in the Wickson Waterline section of the report. Where it reads "The agreements are being reviewed by both Cities City Attorney offices it should read *College Station Legal department is currently working on an agreement to purchase an easement for \$16,000*". Mr. Cargill said for that amount, only College Station needed to approve the purchase. Mr. Cargill stated this was for the Wixon waterline easement, and it was clarified that College Station Legal Department was working to develop a simple contract to convey the easement directly from the owners to Wixon. Ms. Hampton reported this was the first she had heard of this item, and that pointed out the City of Bryan must approve any transactions involving property and had no input in the amount to be offered for the easement. It was reported that BVSWMMA is paying Wixon to extend the water line.

A preconstruction meeting was held by HDR Engineering for the Twin Oaks Landfill project on November 21, 2008. Attendees were staff member from both Cities, HDR staff, C. Watts and Sons (general contractor) staff and subcontractors.

Mr. Caler reported that both councils would need to approve two service contracts for condemnation services. Bryan staff explained the additional information needed

regarding the contracts. Concern was expressed that Bryan staff had not seen an engagement letter for attorney fees and that no scope of work for the contract was defined. Mr. Caler also reported another upcoming contract was the Rock Prairie Road groundwater contract for both councils to consider, as well as the Twin Oaks phase I testing contract, to be followed by the HDR Twin Oaks permitting construction phase contract.

Mr. Caler then reported that they were trying to develop an electrical easement with Mid South Synergy to get electric service on the property for construction. He then talked about petroleum pipeline that would require relocation because the pipeline runs through portion of the future sectors of Twin Oaks. He stated that the pipeline would have to be relocated in about five years. He stated they were communicating with the pipeline company and working with attorney Ernie Bruchez to work out the agreements so that that when the time comes, it can be moved.

No action taken.

**Agenda Item 5: Presentation, possible action and discussion regarding BVSWMMA Operating Budget Administration transfers and an amendment to the FY 09 BVSWMMA Annual Operating Budget General Administration Transfer Line Item.**

City of Bryan submitted their own cost allocation spreadsheet on how funds should be reimbursed to certain employees.

The City of Bryan representatives expressed concern about what they considered to be excessive amounts for administrative transfers to certain departments within the City of College Station, such as City Secretary, Internal Audit, Legal, and Communications. Mr. Kersten reported that the City of College Station had done a cost allocation study to determine the amounts. It was pointed out that the City of Bryan also incurs administrative costs relative to work associated with BVSWMMA but there are no reimbursements to City of Bryan. Mayor White stated that College Station would examine the figures again to determine if they were appropriate.

There was discussion on who owns the City of Bryan Compost Facility. It was determined that the City of Bryan owns the assets and both Cities own the property.

Mayor Mark Conlee made a motion to duplicate the noted reimbursement that the City of College Stations pays to their employees to the City of Bryan employees, second Jason Bienksi. Motion passes 2-1, Mayor White voting against.

**Agenda Item 6: Presentation, possible action and discussion regarding the authorization of payment from the BVSWMMA Fund for a City of Bryan compost Operations Invoice in the amount of \$160,000.00**

Linda Huff mentioned the Bryan Compost Facility had a loss this past FY of \$132,000.00. They receive reimbursement money from TCEQ in the amount of \$50,000. City of Bryan proposed that BVSWMMA pay them \$80,000.00 for 2 years totaling \$160,000.00, since College Station did not make the reimbursement last year, and instead of Bryan being reimbursed by TCEQ that money will go to BVSWMMA. College Station requested updated information on the compost facility operation. Ms. Huff stated

data had been submitted previously on that topic but that additional information would be submitted, and Mr. Brown stated that College Station had agreed to the \$80,000 per year figure. It was pointed out that the compost facility greatly benefits BVSWMMA by keeping these materials out of the landfill, but Bryan alone has been absorbing the loss each year.

Councilmember Bienski made a motion that \$132,000 for 2008 and \$132,000 for 2009 be paid to the City of Bryan, and the \$50,000 yearly rebate be paid back to BVSWMMA, with appropriate information to the cities to justify the payment. The motion was seconded by Mayor Conlee. It was stated that if the numbers were different than those stated in the motion, final approval would be made by the city councils. The motion carried unanimously.

**Agenda Item 7: Presentation, possible action and discussion a proposed BVSWMMA Budget Amendment in the amount of \$80,000.00 for FY 2009.**

This item ties in with Item 6, Mayor Corlee makes a motion to amend the budget by setting the current amount of \$80,000.00 to \$132,000.00 reimbursement to the City of Bryan Compost Facility, second Jason Bienski. This amended amount will be determined by both City Councils. It was stated that should the figure change, the council would approve the correct number to be reimbursed to Bryan for the operating loss at the compost facility. The motion carries unanimously.

**Agenda Item 8: Presentation, possible action and discussion on future agenda items.**

Mayor Ben White suggested meeting in March 2009 or sooner.

Mayor Mark Conlee wants to be educated on the carbon credits and current situation of the carbon credits.

**Agenda Item 9:** Adjourned at 2:36pm.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED:**



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

## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> 4/14/09	<b>DATE SUBMITTED:</b> 3/2/09
<b>DEPARTMENT OF ORIGIN:</b> Fiscal Services	<b>SUBMITTED BY:</b> Charles Cryan

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> DIVERSITY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> 2ND READING	<input type="checkbox"/> EDUCATION
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> GROWTH
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> IMAGE
			<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> PUBLIC SAFETY

**AGENDA ITEM DESCRIPTION:** An ordinance amending Ordinance No. 1792 increasing the Brazos Valley Solid Waste Management Agency (BVSWM) budget operating expenditures and transfer appropriations for Fiscal Year 2009 from \$10,249,353 to \$10,346,438, while maintaining the original adopted revenues of \$7,897,000, and original adopted total capital projects in the combined total of \$7,212,448. Approval of this agenda item will also authorize BVSWM to expend funds to reimburse the City of Bryan in the amount of \$356,871 for the purpose of reimbursing the City of Bryan for losses incurred in FY08 and projected losses for FY09 at the City of Bryan Compost Facility.

**SUMMARY STATEMENT:** An ordinance amending Ordinance No. 1792 increasing the Brazos Valley Solid Waste Management Agency (BVSWM) budget operating expenditures and transfer appropriations for Fiscal Year 2009 from \$10,249,353 to \$10,346,438, while maintaining the original adopted revenues of \$7,897,000, and original adopted total capital projects in the combined total of \$7,212,448.

Approval of this agenda item will also authorize BVSWM to expend funds to reimburse the City of Bryan in the amount of \$356,871 for the purpose of reimbursing the City of Bryan for losses incurred in FY08 and projected losses for FY09 at the City of Bryan Compost Facility.

Budget Amendment #09-BVSWM-2: This budget amendment increases appropriations for Brazos Valley Solid Waste Management Agency (BVSWM) for the purpose of reimbursing the City of Bryan for losses incurred in FY08 and projected losses for FY09 by the City of Bryan Compost Facility.

On December 5, 2008, the BVSWM Policy Board approved a motion recommending a budget amendment that would refund the City of Bryan for the entire Compost Facility deficit for FY08 (\$126,739) and anticipated Compost Facility deficit for FY09 (\$230,132). The amount for FY09 is based on budgeted figures. A true-up of budget vs. actual FY09 expenses will be made during the FY10 budget year. The total to be reimbursed to the City of Bryan for FY08 and FY09 losses is \$356,871. The BVSWM budget currently has \$80,000 in appropriations for this purpose. The Bryan City Council previously amended the budget for another purpose in the amount of \$179,786. Netting the authorized expenditure of \$356,871 by the two amounts already available will increase appropriations in the BVSWM budget by the difference making this budget amendment \$97,085.

In addition to approval of this amendment, Council is also requested to authorize the expenditure of \$356,871 of funds from the BVSWM for the purpose of reimbursing the City of Bryan for losses at the City of Bryan Compost Facility.

Below is a breakdown of the expenses to be reimbursed by BVSWM to the City of Bryan:

	<b>FY 08 Actual</b>	<b>FY 09 Budget</b>	<b>FY 08 &amp; FY 09 Total</b>	
Compost Facility Revenues	\$430,776	\$480,000	\$910,776	
Less: Compost Facility Expenditures*	<u>(\$557,515)</u>	<u>(\$710,132)</u>	<u>(1,267,647)</u>	
	<u>(\$126,739)</u>	<u>(\$230,132)</u>	<u>(\$356,871)</u>	FY 08+ FY 09 loss for Bryan Compost Facility to be Covered by BVSWMA
Less: BVSWMA FY 09 Existing appropriation for this purpose			<u>(\$179,786)</u>	
Less: Approved FY 09 Budget Amendment			<u>(\$80,000)</u>	
BVSMA budget amendment amount			<u><u>(\$97,085)</u></u>	
*Includes \$52,461 of administrative reimbursement				
<b>STAFF ANALYSIS:</b>				
<b>A. PROS:</b> The Compost Facility benefits the landfill by diversion of approximately 20,000 tons of organic waste annually out of the landfill. Approving this ordinance to increase appropriations and authorize expenditures for BVSWMA will allow BVSWMA to reimburse the City of Bryan for Compost Facility losses. Approval of the amendment will allow the City of Bryan Compost Facility to be made whole from losses incurred in the operations and administration of City of Bryan Compost Facility.				
<b>B. CONS:</b> Approval requires transferring funds, which requires an administrative process. Should this amendment not be approved, the City of Bryan will bear the losses associated with the administration and operations of the Compost Facility, therefore reducing the funds available for other Compost Facility and Solid Waste activities.				
<b>STAFF'S RECOMMENDATION (Including Rationale and Justification):</b>				
Staff recommends approval of this budget amendment to increase appropriations (\$97,085) for BVSWMA for the reimbursement to the City of Bryan for administrative and operational losses associated with the City of Bryan Compost Facility. This will allow for the City of Bryan to be made whole for losses incurred at the City of Bryan Compost Facility. Staff also recommends the authorization of these expenditures (\$356,871) from the BVSWMA accounts for this purpose.				
<b>OPTIONS (In Suggested Order of Staff Preference):</b>				
1. Approve amendment and ordinance as proposed to increase appropriations to the BVSWMA budget by \$97,085 and authorize BVSWMA staff to expend funds in the amount of \$356,871 for the purpose of reimbursing the City of Bryan for Compost Facility operational losses for FY08 and FY09.				
2. Authorize BVSWMA staff to expend funds in the amount of \$80,000 and the prior budget amendment funds in the amount of \$179,786, which represents the existing appropriations within the BVSWMA FY09 budget that could be utilized for the purpose of reimbursing the City of Bryan for Compost Facility operational losses.				
3. Modify the amendment / ordinance and approve.				
4. Do not approve the amendment ordinance as requested.				
<b>ATTACHMENTS:</b>				
1. Signed Budget Amendment Form				
2. Budget Amendment Ordinance				
<b>FUNDING SOURCE:</b> Brazos Valley Solid Waste Management Agency (BVSWMA)				
<b>APPROVALS:</b> Charles Cryan, CFO 3/18/09				
<b>APPROVED FOR SUBMITTAL: CITY ATTORNEY</b> Janis Hampton, 03/17/2009				
<b>APPROVED FOR SUBMITTAL: CITY MANAGER</b> Hugh R. Walker for David F. Watkins, 03/19/2009				

Revised 11/08

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

**AN ORDINANCE AMENDING ORDINANCE NO. 1792; INCREASING BUDGET APPROPRIATIONS FOR THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY'S FISCAL YEAR 2009 TOTAL OPERATING EXPENDITURES AND TRANSFERS BUDGET FROM \$10,249,353 TO \$10,346,438; AND MAINTAINING THE ORIGINAL ADOPTED REVENUES OF \$7,897,000, AND ORIGINAL ADOPTED TOTAL CAPITAL PROJECTS IN THE COMBINED TOTAL OF \$7,212,448; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE IS PASSED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, state law requires that municipal budget appropriations be increased when spending exceeds the amount appropriated, and

WHEREAS, the City of Bryan wishes to increase appropriations to facilitate the payment of contractual obligations which were not included in the Fiscal Year 2009 budget upon adoption,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS:

1.

That the City of Bryan City Council approves increases in appropriations in the amount of \$276,871.

2.

That Ordinance No. 1792, the appropriations ordinance for the fiscal year beginning October 1, 2008 and ending September 30, 2009; be amended to reflect total Operating Expenditures and transfers in the combined total amount of \$10,249,353 be increased to \$10,346,438, and maintaining the original adopted revenues of \$7,897,000, and original adopted total capital projects in the combined total of \$7,212,448.

3.

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

4.

That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby, and to this end the provisions of this ordinance are declared to be severable.

5.

That it is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Section 551.001 et seq., Texas Government Code, and that advance public notice of time, place and purpose of said meetings was given.

6.

That this ordinance shall take effect immediately after its second and final reading.

PRESENTED AND GIVEN first reading the 24th day of March, 2009, at a regular meeting of the City Council of the City of Bryan, Texas; and given second reading, passed and approved on the 14th day of April, 2009, by a vote of \_\_\_\_\_ ayes and \_\_\_ nays at a \_\_\_\_\_ meeting of the City Council of the City of Bryan, Texas.

ATTEST:

CITY OF BRYAN:

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

\_\_\_\_\_  
D. Mark Conlee, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Janis K. Hampton, City Attorney

**City of Bryan  
FY2009 Budget Amendment Form**

Budget Amendment # BA09-08 Date Submitted: 12/29/2008  
 Department(s): Solid Waste-Compost Council Meeting Date: \_\_\_\_\_  
BVSWMA Ordinance Number: \_\_\_\_\_

**SUMMARY STATEMENT: (Describe the general purpose of the amendment, describe why this item was not added during the budget process, and describe the public purpose served by this amendment)**

**Budget Amendment #09-08:** This budget amendment will increase revenues for Solid Waste for anticipated reimbursements from the Brazos Valley Solid Waste Management Agency (BVSWMA) for losses incurred in FY08 and projected losses for FY09 by the City of Bryan Compost Facility

On December 5, 2008 the BVSWMA Policy Board approved a motion recommending a budget amendment that would refund the City of Bryan for the entire Compost Facility deficit for FY08 (\$126,739) and anticipated Compost Facility deficit for FY09 (\$230,132). The amount for FY09 is based on budgeted figures. A true-up of budget vs. actual FY09 expenses will be made during the FY10 budget year. The total to be reimbursed to the City of Bryan for FY08 and FY09 losses is \$356,871. The BVSWMA budget currently has \$80,000 in appropriations for this purpose. Additionally, a previous FY09 budget amendment for \$179,786 for the purpose of reimbursing the City of Bryan General Fund for administrative expenses is being restated to be dedicated towards this reimbursement. Therefore, this amendment will increase appropriations to the BVSWMA budget by the difference between the existing budget of \$80,000, plus the previous increase in appropriations being restated for this purpose of \$179,786 and the revised budget amount of \$356,871. This difference is \$97,085 (\$80,000+\$179,786-\$356,871).

Approval of this amendment will authorize an increase in revenues for the City of Bryan Solid Waste Fund by \$276,871 (represents \$126,739 in FY08 actual loss and \$230,132 in FY09 budgeted loss, less the \$80,000 currently budgeted for revenues from BVSWMA). Additionally, this amendment will increase the BVSWMA Compost Facility Fee expense line item by \$276,871 making the total appropriations for this line item in FY09 \$356,871.

Approval of this amendment will reduce City of Bryan General Fund Revenues by \$179,786, due to a restatement in purpose for a previous budget amendment for General and Administrative Reimbursements. Additionally, the BVSWMA Reimb of Admin Costs line item will also be reduced by this same amount due to the restatement of purpose for the previous amendment.

Approval of this amendment will also authorize the expenditure of \$356,871 of funds from the BVSWMA accounts for the purpose of reimbursing the City of Bryan for losses to the City of Bryan Compost Facility.

Below is a breakdown of the expenses to be reimbursed by BVSWMA:

	FY08 Actuals	FY09 Budgeted	FY08 & FY09 Totals	
Compost Facility Revenues	\$ 430,776	\$ 480,000	\$ 910,776	
Less: Compost Facility Expenditures	<u>(557,515)</u>	<u>(710,132)</u>	<u>(1,267,647)</u>	
Compost Facility Net Income/(Loss)	\$ (126,739)	\$ (230,132)	\$ (356,871)	FY08+FY09 loss for Bryan Compost Facility to be covered by BVSWMA
Less: Previous BVSWMA Budget Amendment			179,786	
Less: BVSWMA FY09 Existing appropriations for this purpose			\$ 80,000	
BVSWMA budget amendment amount			\$ (97,085)	(incr)/decr

\*Includes \$52,461 of Administrative Reimb.

Line Item Description:	Dept.	Line Item Account Number:	Rev/Exp	Current Budget	Increase	Decrease	Revised Budget
Compost Facility/BVSWMA	Solid Waste	525-0000-381.15-00	Rev	80,000	276,871		356,871
Compost Facility Fee	BVSWMA	999-9111-929.85-00	Exp	80,000	276,871		356,871
General Fund Balance	Fund	001-0000-381.15-00	Rev			179,786	(179,786)
BVSWMA - Reimb. Admin Costs	BVSWMA	999-9111-917.10-01	Exp	540,853		179,786	361,067
<b>Totals:</b>				<b>\$ 621,067</b>	<b>\$ 553,742</b>	<b>\$ 359,572</b>	<b>\$ 715,237</b>
<b>Total Increase in Appropriations</b>					<b>\$ 97,085</b>	<b>for BVSWMA</b>	

Department Director(s) Signature:  Linda Huff  
 Finance Director:  Charles Cryan  
 City Manager:  David F. Watkins

City of Bryan, Texas  
 Compost Facility  
 Revenues and Expenditures  
 For the Fiscal Year Ended September 30, 2008 & September 30, 2009

	<u>FY08 Actual</u>	<u>FY09 Budgeted</u>
Revenues:		
Compost sales	102,638	100,000
Brush tipping fees	153,474	150,000
Sludge tipping fees	174,664	150,000
Compost Facility Reimb. from BVSWMA	<u>00</u>	<u>80,000</u>
Total revenues	<u>430,776</u>	<u>480,000</u>
Expenditures:		
Personnel services	221,978	227,133
Supplies	52,227	46,031
Maintenance	16,239	30,953
Other operating expenses	100,906	189,007
Depreciation	61,654	60,446
Administrative Transfer	52,461	52,461
Vehicle Replacement Program	<u>52,050</u>	<u>104,100</u>
Total expenditures	<u>557,515</u>	<u>710,132</u>
Net income (loss)	<u>(126,739)</u>	<u>(230,132)</u>
Total FY08 & FY09 net income/(loss)		<u>(356,871)</u>

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Administrative Reimbursement for Solid Waste Fund

FY 2008 & FY 2009

	<u>Total</u>	<u>To Be Allocated</u>	<u>Compost Portion</u>
Executive	\$ 80,700	\$ -	\$ -
Public Information	31,877	-	-
Internal audit	8,863	8,863	1,002
City Secretary	41,239	-	-
City Council	22,701	-	-
legal	40,404	-	-
Fiscal Services	84,402	84,402	9,546
Human Resources	34,158	34,158	3,863
Purchasing	86,306	86,306	9,761
Information Technology	44,996	44,996	5,089
Public Works/Engineering	63,331	-	-
Animal Control	48,586	-	-
Fleet	197,705	197,705.00	22,360
Facilities	7,420	7,420.00	839
	<u>792,688</u>	<u>\$ 463,850</u>	<u>\$ 52,461</u>

# of Compost Employees	4.75
Total Solid Waste Employees	42
% Allocation for Compost	11.31%

**Total Overhead Allocation for Compost** **\$ 52,461**

**Compost Facility  
 FY 2008 Detailed Expense  
 Detail for Project Code SE3100  
 525-4703**

Personnel:			
	11-02	110,135.48	
	11-04	7,103.76	
	11-06	2,131.44	
	11-09	4,940.00	
	11-10	930.73	
	11-11	1,897.14	
	11-20	747.02	
	12-01	17,293.57	
	12-02	7,775.46	47924.46
	12-03	21,143.33	
	12-04	290.43	
	12-05	4,594.97	
	12-06	20.32	
	Depreciation		
	12-08	253.15	
	12-09	1,818.35	
<b>Personnel for SE3100</b>		<b>181,075.15</b>	
<b>25% of Eric's Salary &amp; Benefits</b>		<b>19,121.07</b>	
<b>50% of Cody's Salary &amp; Benefits</b>		<b>21,781.45</b>	
<hr/>			
Supplies	21-01	1,864.69	
Education	21-02	7,137.12	
Postage	21-04	827.43	
Printing	21-05	1,576.95	
Computer Software	21-07	4,344.25	
Gasoline/Diesel	22-01	31,116.36	
Minor Tools	22-05	278.02	
Minor Equipment	22-08	870.86	
Biological Agents	23-06	1,275.50	
Janitorial Supplies	23-11	1,260.07	
Oxygen/Acetylene	23-13	339.89	
Food Supplies	24-01	10.90	
Uniforms	25-01	125.90	
Safety Equipment	27-03	1,199.44	
<b>Total Supplies</b>		<b>52,227.38</b>	
<hr/>			
Vehicle Maint.	31-01	7,765.17	
Heavy Equip Maint.	31-02	4,498.75	
Communication Equip	31-04	364.59	
Pump Maint.	31-12	30.74	
Bldg Maint.	32-01	589.44	
Landscape	33-85	2,990.00	
<b>Total Maintenance</b>		<b>16,238.69</b>	
<hr/>			
Electric	41-01	2,570.09	
Water	41-03	767.96	
Communication	41-06	1,881.08	
Equipment Rental	42-03	2,645.00	
Uniforms Rental	42-05	1,473.25	
Outside Travel	44-01	13.83	
Outside Training	44-02	298.61	
Customer Serv Training	44-03	(1.02)	
Assoc. Dues	50-03	1,129.00	
Lab Testing	50-11	3,414.60	
Contractual Maint	50-22	2,048.09	
Late Pymt Int.	50-28	6.44	
Contractual Services	50-31	81,688.55	
Contract Labor	50-37	2,970.23	
<b>Other Operating Expenses</b>		<b>100,905.71</b>	
<hr/>			
Administrative Transfer	50-16	52,461.44	<b>52,461.44</b>
<hr/>			
VRP Transfer		52,050.00	<b>52,050.00</b>
<hr/>			
Depreciation - Compost		61,654.47	
<b>Depreciation</b>			<b>61,654.47</b>
<hr/>			
<b>TOTAL EXPENSES</b>			<b>\$ 557,515.36</b>

Add to Personnel Exp	% charged to Compost	Gross Pay	Benefits	Compost Expense
Eric	25%	57,628.87	18,855.42	19,121.07
Cody	50%	31,711.46	11,851.44	21,781.45
				<b>40,902.52</b>

Compost

Account Number	FY 09 Budgeted	Detailed Description	Line Item Description	
21-01	\$ 2,300.00	Copy paper, other office sup	office supplies	historical (\$1800/yr)
21-02	\$ 7,725.00	Flyers, give aways, events	education	H&O Show (\$360), PIC (\$1000), Give-a-Ways(\$2500)
21-03	\$ 75.00	Film & Pictures	photographic	prof. picture processing for event/Nomad
21-04	\$ 150.00	Compost Envelopes	postage	historical (\$65/yr)
21-05	\$ 700.00	Educational & Sample Labels	printing	
21-06			copying	
21-07	\$ -	PC Scales	computer software	money in reserve in event PC scales crashes or needs repair
21-08	\$ -		computer equipment	equipment replacement in event of damage
21-11			<\$500	
21-16	\$ 1,500.00	Scale House Computer (\$1000)		
21-17				
22-01	\$ 23,181.00	Gas & Oil	gasoline/diesel & oil	Historic \$18,000
22-03			diesel	
22-05	\$ 1,300.00		minor tools	
22-06	\$ -		hand tools	
22-07	\$ -		power tools	
22-08	\$ 2,000.00		minor equipment	historical \$1800
22-09			laboratory equipment	
23-09			capitalized machine & equipment	
23-05				
23-06	\$ 2,000.00	Fly Parasites	biological agents	historical (\$2200), lowered due to new sludge practices
23-07			odor control agents	
23-08			laboratory chemicals	
23-10	\$ 500.00	ABC Pest Control/Fire Ants	pesticide supplies	\$200 for termite control of scale house, low historical use
23-11	\$ 800.00	Mops/Brooms/Cleaning Sup	janitorial supplies	\$150 oil absorbent rags for spills, historical (\$200/year)
23-13	\$ 300.00		oxygen/acetylene	general facility maintenance and weld jobs
24-01	\$ 400.00	Disaster Relief	food supplies	Gatorade, hot dogs, light lunch
24-02			botanical supplies	
25-01	\$ 400.00	T- Shirts & Caps	uniforms	35 shirts (\$10/shirt \$350), 8 caps (\$50), surplus
25-02			linens	
26-01			service pins/trophies	
27-01				
27-02	\$ 200.00		first aid	
27-03	\$ 2,500.00	Rain Gear/Safety Boots	personnel safety equipment	5 pair boots (\$750), misc
	\$ 46,031.00			
31-01	\$ 18,000.00	Repairs	motor vehicles	SCARAB (historical \$14,500)
31-02			heavy movable equipment	
31-03	\$ 300.00	Chair, Filing Cabinet	office furniture/equipment	
31-04			communication/radar equipment	
31-07		Wind vein barometer	instrumentation/controls	
31-08			computers	used limited use computer for operators/replacement
31-09				
31-10				
31-11	\$ 1,000.00	Loading ramp	small equipment	historical \$0
32-01	\$ 1,500.00	office maintenance	building maintenance	
33-04	\$ 4,653.00	Rock	street & parking areas	Road Maintenance
33-85	\$ 5,500.00	Mowing	landscape	historic \$3,500 (contract covered by Parks)
34-01		Working Garden Fence	fences & gates	
	\$ 30,953.00			
41-01	\$ 3,500.00	Electric	electric	historical (\$1400/yr)
41-02				
41-03	\$ 1,000.00	Building/Pond Water	water	historical (\$600/yr), high budget in case of drought
41-04	\$ -	Wastewater	Septic Tanks	\$220 for each month (12 months)
41-05			garbage	
41-06	\$ 2,500.00	Radio, Cell Phone Allowance	communication	Metrocall \$5/month, Cingular (Eric/Mark Blackberry)
41-07			communication/data lines	
42-01			rental of land	
42-02				
42-03	\$ 7,300.00	Equipment Rental	rental of equipment	new equipment low rental needs, dozer for routine
42-04			rental of office machines	
42-05	\$ 1,600.00	Uniform Rental	rental of uniforms/linens	Historical \$1,500
43-03	\$ 5,000.00	Marketing Compost (Radio and Television Ads)	Professional Services	
44-01	\$ 2,900.00	Compost Camp, SWANA	outside travel	
44-02	\$ -	Compost Camp, SWANA	outside training	
44-03			customer service training	
44-04				
44-05			tuition reimbursement	
			publication of legal notices	
45-01				
46-01	\$ 3,800.00		liability insurance	
46-02			fire & extended coverage	
46-03				
50-03	\$ 1,500.00	Associations	associational dues	US Compost Council STA Program (\$500), TCEQ Testing \$105 x 4
50-05			car allowance	
50-06				
50-08	\$ 600.00	Field Guides & TAC Manuals	publications/subscriptions	
50-11	\$ 5,500.00	STA Compost Testing	laboratory testing	STA Program (~350/sample) semi-annual, misc testing
50-22	\$ 4,400.00		contractual maintenance	Mowing (Greenery)
50-24			freight charges	
50-31	\$ 151,500.00	Scale Cert., Binford, Grinding	contractual services	\$2000 scale cert., grinding and hauling
50-36			contingent services	
50-37				
	\$ 189,007.00			
62-01			buildings	
62-02			others	
64-01			Instruments/radar	
64-02			Motor vehicles	
64-03	\$ -		Heavy movable equipment	
64-04			Fire equipment and hoses	
64-05				
64-06				
64-09				
w/Capital	265,991.00			
w/o Capital	\$ 265,991.00	TOTAL		

Capital

**Depreciation Schedule based on current FY08 assets**

Group	Asset Description	Cost	Model ID	Company ID	Included Date	Total Life	LTD Deprac	Project#	FY08 YTD	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16-24	FY25	Total Depreciated	Last Year to Depreciat
SW	Loaders - Solid Waste	122,900.00	03 939G Cab		11/25/03	10.00	80425.94	SE3100	12,289.98	12,289.98	12,289.98	12,289.98	12,289.98	12,289.98	1,024.16				122,900.00	2013.08
SW	Loaders - Solid Waste	135,000.00	Cat 939G CA		03/29/05	10.00	47250.00	SE3100	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	6,750.00			135,000.00	2014.50
SW	Loaders - Sewer / Wastewater	37,317.86	Kubota R420S1 Loader		08/25/06	5.00	14927.12	SE3100	7,463.58	7,463.58	7,463.58	7,463.58	7,463.58	7,463.58	4,458.72				37,317.86	2011.00
SW	Specialized Equipmt- Compost	76,434.69	SCARAB	REFURBISHMENT & OVERHAUL	11/15/07	17.14	4458.72	SE3100	4,458.72	4,458.72	4,458.72	4,458.72	4,458.72	4,458.72	4,458.72	4,458.72			636.46	2024.14
SW	Welding Equipment- Solid Waste	1,728.21	AC-225		04/22/83		1728.21		0.00										1,728.21	
SW	Vans/ Carryall Veh Solid Waste	9,242.62	2005 Kawasaki Mule		03/21/05	4.00	6087.29	SE3100	2310.86	1,155.33									9,242.62	2008.50
SW	Truck- Heavy Duty Solid Waste	48,421.88	IH 4700 2-1/2 Ton		09/30/87		48421.88		0.00										48,421.88	
SW	Vehicle Heavy Duty Solid Waste	20,153.53	'05 Chevy 2500 truck		05/13/05	5.00	13096.74	SE3100	4030.71	4,030.71	3,022.08								20,153.53	2009.75
SW	Vehicle Light Duty Solid Waste	13,859.00	2003 Ford F 150		10/29/02	10.00	13859.00	SE3100	0.00										13,859.00	2008.75
WT	2 SETS FLAILS FOR SCARAB MODEL	1,054.00	MODEL 24	SCARAB MFG. & LEASING INC.	07/20/99	10.00	974.94	SE3100	105.42	79.06									1,054.00	2008.75
WT	2 SETS FLAILS FOR SCARAB MODEL	1,054.00	MODEL 24	SCARAB MFG. & LEASING INC.	07/20/99	10.00	974.94	SE3100	105.42	79.06									1,054.00	2008.75
WW	Tractors - Sewer / Wastewater	64,550.00	D3G XL M44 Caterpilr		10/16/02		64550.00	SE3100	0.00										64,550.00	
WW	Composting Machine- Sewer / WW	136,750.00	Scarab 14 Hydraulic	Claymar/ Bryan Construction Co	11/30/81	10.00	136750.00		11028.88	11,028.88	11,028.88	11,028.88	11,028.88	11,028.88	1,000.00				136,750.00	2013.00
WW	Composting Machine- Sewer / WW	110,300.00	Scarab 14 Hydraulic		10/17/03	10.00	55150.10	SE3100	6360.00	6,360.00	6,360.00	6,360.00	6,360.00	6,360.00	6,360.00	1,000.00			110,300.00	2014.17
WW	Composting Machine- Sewer / WW	63,600.00	Scarab Turner repair		12/22/04	10.00	24380.00	SE3100	81654.47	80,446.42	56,125.34	55,102.29	55,102.29	55,102.29	55,102.29	55,102.29	55,102.29	55,102.29	955,942.05	