



Mayor
Ben White
Mayor Pro Tem
Dave Ruesink
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Agenda
College Station City Council
Regular Meeting
Thursday, September 24, 2009 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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 a change order to Contract #07-273 in the amount of \$191,838.91 to JaCody, Inc. for construction work associated with Police Department Renovations Project.

b. Presentation, possible action, and discussion to approve a Change Order in the amount of \$48,895 to Bleyl & Associates for additional design and surveying work associated with the Southwood 5-7 Utility Rehabilitation Project.

c. Presentation, possible action, and discussion on an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.

- d. Presentation, possible action, and discussion regarding a Resolution approving a contract with Orion Construction in an amount not to exceed \$114,335.00 for the construction of a new, affordable, single-family residence at 4214 Cripple Creek Court using federal HOME Investment Partnership Grant (HOME) funds.
- e. Presentation, possible action, and discussion regarding a Resolution approving a contract with Orion Construction in an amount not to exceed \$112,435.00 for the construction of a new, affordable, single-family residence at 4284 Hollow Stone Drive using federal HOME Investment Partnership Grant (HOME) funds.
- f. Presentation, possible action, and discussion on a change order to Contract #09-222 with Fuqua Construction Inc. in the amount of \$11,000 for the development of the improvements at John Crompton Park pond.
- g. Presentation, possible action and discussion to authorize expenditure of funds for FY'10, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000. List of items posted as attachment to the agenda.
- h. Presentation, possible action, and discussion regarding ratification of a purchase order to repair the centrifuge at the Carters Creek Wastewater Treatment Plant in the amount of \$64,885.
- i. Presentation, possible action, and discussion regarding approval of a purchase order to DXI Industries for the purchase of liquid chlorine for use in our public water supply. The amount of the purchase order is \$77,220.
- j. Presentation, possible action, and discussion regarding approval of a professional services contract with Interra Hydro, Inc., in the amount of \$56,393 for the inspection, condition assessment, and capacity analysis of the Northeast Sewer Trunkline.
- k. Presentation, possible action, and discussion regarding a Services Contract with Professional Floor Service and Janitorial for janitorial services for all City offices for an annual expenditure of \$198,343.44.
- l. Presentation, possible action, and discussion on the first renewal of bid #08-84 to Brazos Paving Inc. in an amount not to exceed \$411,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.
- m. Presentation, possible action, and discussion on a resolution approving a testing and inspecting contract #09-293 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$62,000.00 for the Rock Prairie Road Landfill.
- n. Presentation, possible action, and discussion on obtaining approval for a three month renewal of Excess Liability/Workers Compensation to Star National Insurance Co. for \$69,066 Property/Boiler and Machinery to Affiliated FM for \$22,843 Crime Coverage to Federal Insurance Co. for \$1,140 and EMT Liability to Western World Insurance Co. for \$1,200.
- o. Presentation, possible action and discussion regarding an Interlocal Agreement (ILA) between the City of College Station and Public Employee Benefits Alliance (PEBA) for annual membership.

p. Presentation, possible action, and discussion to authorize additional funds for professional legal services provided by Coats Rose Ryman and Lee for the Weingarten Realty lawsuit through September 30, 2009. The amount requested to be approved will be presented at the meeting.

q. Presentation, possible action, and discussion to approve an agreement in an amount not to exceed \$60,000 with the legal firm of Andrews Kurth LLP to perform legal work in connection with the creation of a new Texas local government corporation to own and control the Twin Oaks Landfill and authorization for the Mayor to execute the agreement.

Regular Agenda

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

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

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

1. Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3202 which will amend the budget for the 2009-2010 Fiscal Year in the amount of \$8,094,128 providing annual 12 month appropriation for the Brazos Valley Solid Waste Management Agency (BVSWMA).
2. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from A-O Agricultural-Open to a Planned Development District 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road.(Case #09-00500161)
3. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance, Section 7.11.B "Categories of Outdoor Storage and Display" of the Code of Ordinances of the City of College Station, Texas regarding outdoor displays of merchandise in non-residential districts.
4. Public hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12, "Unified Development Ordinance", Section 6.2.C, "Use Table" of the Code of Ordinances of the City of College Station, Texas related to types of uses permitted in the C-3 Light Commercial zoning district.

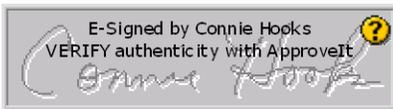
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, September 24, 2009 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 21st day of September, 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 . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 21, 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 . Council meetings are broadcast live on Cable Access Channel 19.

September 24, 2009
Consent Agenda Item No. 2a
Project Number GG0402
Change Order for the Police Department Renovations

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a change order to Contract #07-273 in the amount of \$191,838.91 to JaCody, Inc. for construction work associated with Police Department Renovations Project.

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

Summary: This change order serves to update final quantities on items related to the P.D. Renovations Project. During the construction activities a number of changes due to unforeseen conditions and requests from P.D. staff resulted in changes to the original scope resulting in increases in items including, but not limited to, new thermostats, relocation of sprinkler heads, additional counter surfaces and shelving units, locks for shelving and storage units, additional light fixtures, dispatch renovations, door hinges, power receptacles, emergency power receptacles, additional plumbing fixtures and additional painting requirements. Also, during the renovation of the dispatch area, the existing Halon fire suppression system was found to be in a nonoperable condition and was also out of code requirements. Facilities maintenance and the P.D. staff recommended that the system be replaced with a new fire suppression system that meets all current code requirements. The total cost of this change order is \$191,838.91.

Budget & Financial Summary: Funds are budgeted and available in the General Government Capital Improvement Projects Fund as part of the Police Department Renovations Project. The current project budget is \$3,686,000.00. Funds in the amount of \$3,245,295 have been expended or committed to date, leaving a balance of \$440,705 for this change order and future expenses.

Attachments:

1. Change Order No. 10

OWNER:
 City of Colago Station
 P.O. Box 0900
 Colago Station, Texas 77842

CONTRACTOR:
 JaCody, Inc.
 11070 SH 30 Suite 400 Ph: (070) 774-5012
 Colago Station TX 77840 Fax: (070) 774-5802

PURPOSE OF THIS CHANGE ORDER:

A. Final Quantity Adjustment: This change order adjusts final quantities for line items included in the P.D. Renovations Project. During the course of the project some items were known to have quantities that were going to increase and decrease in number, but the final quantity of these items would be unknown until the construction. This change order makes those final adjustments to the contractors contra.

B. New Fire Suppression System: During renovations to the dispatch area, the current Halon Fire Suppression System was discovered to no longer be functional property. Facilities Maintenance in conjunction with the Police Department recommended that the fire suppression system be replaced to maintain code compliant protection in the dispatch area. The new system to be installed is a FM200 fire suppression system.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Set of reverse hi channel letters, white LED illumination, silver to match shade structures. Copy: "Colago Station", 12" letters, "Police Department", 18" letters, capital letters. Font is Futura. Direct mount installation	\$5,030.52	0	1	\$5,030.52
2	EA	Addition of hands free battery operated faucet on the Forensic Room sink beside the existing sink faucet	\$650.00	0	1	\$650.00
3	LS	Raise receptacles of Chief's office	\$431.25	0	1	\$431.25
4	EA	Rewire tv receptacle at conference room to emergency power	\$201.25	0	1	\$201.25
5	LS	Deletion of rope lighting in hallway	\$207.50	0	1	\$207.50
6	EA	Change existing thermostats to new	\$320.70	0	27	\$8,022.52
7	LS	Phase #1 add restroom grilles and ductwork in NW corner	\$1,008.05	0	1	\$1,008.05
8	EA	Direct acting thermostat, two mounting brackets, two covers and tubing	\$431.25	0	1	\$431.25
9	EA	Relocation of Sprinklers	\$118.83	0	110	\$13,071.30
10	LS	Solid Surface Counter, Room 203, Reception area	\$6,230.45	0	1	\$6,230.45
11	EA	Shelves for Evidence and supply rooms	\$109.25	0	2	\$218.50
12	EA	Extra shelving for hall cabinets	\$24.15	0	12	\$289.80
13	EA	Locks for hall cabinets	\$20.33	0	12	\$243.96
14	EA	Additional lights in Evidence Room; Parabolic Fixtures	\$115.00	0	6	\$690.00
15	EA	Install 3 light wells at flag poles	\$670.83	0	3	\$2,012.40
16	LS	Installation of "Colago Station Police Department" letters on northside of building	\$977.50	0	1	\$977.50
17	LS	Rubber Stair treads and risers for stairs	\$460.00	0	1	\$460.00
18	LS	Rubber tile in fire area	\$1,201.02	0	1	\$1,201.02
19	LS	Carpet tiles in dispatch, breakroom and locker room	\$2,240.12	0	1	\$2,240.12
20	LS	Metal hinge door in lobby	\$923.45	0	1	\$923.45
21	LS	Laminato in elevator to match millwork	\$3,130.88	0	1	\$3,130.88
22	LS	Installation of transformer and bypass switch	\$6,037.50	0	1	\$6,037.50
23	EA	Installation of five quad receptacles below floor of phone room	\$287.00	0	5	\$1,437.50
24	EA	Add receptacle for microwave	\$230.00	0	1	\$230.00
25	EA	Add receptacle for countertop gfi	\$258.75	0	1	\$258.75
26	EA	Add 240/40 AMP circuit for cooktop	\$373.75	0	1	\$373.75
27	LS	Plastic laminato and solid surface countertops for dispatch	\$45,811.93	0	1	\$45,811.93
28	LS	Breakroom cabinets in communications	\$3,587.57	0	1	\$3,587.57
29	LS	Electrical parts and labor for dispatch renovations	\$11,028.50	0	1	\$11,028.50
30	LS	Data work for dispatch renovations	\$17,260.02	0	1	\$17,260.02
32	EA	Install sink for dispatch	\$1,482.35	0	1	\$1,482.35
33	LS	Additional Painting in communications	\$2,707.03	0	1	\$2,707.03
34	LS	Additional framing and SR in communications	\$1,170.00	0	1	\$1,170.00
35	LS	Replace Halon System with FM200 Fire Suppression System	\$43,120.00	0	1	\$43,120.00
36	LS	Connect Wet Pipe Sprinkler in Dispatch Ceiling	\$3,920.00	0	1	\$3,920.00
37	LS	Fire Suppression Fan Test	\$2,884.00	0	1	\$2,884.00
TOTAL						\$191,838.91

THE NET AFFECT OF THIS CHANGE ORDER IS AN 8.54% INCREASE

ORIGINAL CONTRACT AMOUNT	\$2,247,034.00	
Change Order No. 1	\$3,845.35	0.16% CHANGE
Change Order No. 2	\$23,057.84	1.07% CHANGE
Change Order No. 3	\$4,238.00	0.19% CHANGE
Change Order No. 4	\$28,528.68	1.27% CHANGE
Change Order No. 5	\$4,337.50	0.19% CHANGE
Change Order No. 6	\$1,074.99	0.05% CHANGE
Change Order No. 7	\$31,538.05	1.40% CHANGE
Change Order No. 8	\$22,488.73	1.00% CHANGE
Change Order No. 9	\$1,283.75	0.06% CHANGE
Change Order No. 10	\$191,838.91	8.54% CHANGE
REVISED CONTRACT AMOUNT	\$2,560,575.50	13.92% TOTAL CHANGE

ORIGINAL CONTRACT TIME	270 Days
Time Extension No. 1	30 Days
Time Extension No. 2	71 Days
Time Extension No. 3	60 Days
Revised Contract Time	240 Days
	071 Days

SUBSTANTIAL COMPLETION DATE: 22-Oct-08
 Revised Substantial Completion Date: 27-Nov-09

APPROVED

 A/E CONTRACTOR Date: 9/7/09

 CONSTRUCTION CONTRACTOR Date: 9/8/09

 PROJECT MANAGER Date: 9/8/09

 DEPARTMENT DIRECTOR Date: 8-Sept-09

 CHIEF FINANCIAL OFFICER Date: _____

 CITY ATTORNEY Date: _____

 CITY MANAGER Date: _____

 CITY SECRETARY Date: _____

 MAYOR Date: _____

September 24,2009
Consent Agenda Item No. 2b
Change Order to Southwood 5-7 Utility Rehabilitation Project

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion to approve a Change Order in the amount of \$48,895 to Bleyl & Associates for additional design and surveying work associated with the Southwood 5-7 Utility Rehabilitation Project.

Recommendation(s): Staff recommends approval of this Change Order.

Summary: Upon review of the preliminary design documents, staff identified additional work be added to the project scope. The work includes the relocation of the existing sanitary sewer on Comal Street, the replacement of residential water distribution main along Lawyer and Sabine Streets, a sewer shed analysis to verify the required pipe sizes given the changes in the system since the original study was done in the mid 1990s, replacement of the existing 30-inch corrugated metal storm drain pipes and the 39-inch by 64-inch arched pipe along Nueces Street. In addition to this work, there is the associated survey, tree protection and the construction material testing that accompanies the increase in scope.

Budget & Financial Summary: Funds in the amount of \$1,507,500 are budgeted for this project in the Water Capital Improvement Projects Fund and \$1,794,000 is budgeted for this project in the Wastewater Capital Improvement Projects Fund. \$449,750.91 has been expended or committed to date, leaving a balance of \$2,851,749.09 for this change order and future expenses.

Attachments:

1. Change Order No. 1
2. Location Map of the Southwood 5-7 Utility Rehabilitation Project.

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

CONTRACTOR:
Bleyl & Associates
100 Nugent St, Suite 210 Ph: (936) 441-7833
Conroe, TX 77301-3833 Fax: (936) 760-3833

PURPOSE OF THIS CHANGE ORDER:

Upon review of the preliminary design documents for the above noted project, College Station Utilities requested the following additional items be added to the project scope of work:

A. Relocation of the existing sanitary sewer beginning at its junction at the trunkline on Comal Street, upstream to a manhole on the north side of Southwest Parkway. Approximately 400 linear feet will be directly replaced. The existing line that runs in an easement between will be relocated onto Lawyer and Shadowood Drive. Private service lines will be rerouted similar to Hondo, Medina, Leona Streets, etc. Replacement for a second segment from the trunkline south approximately 175 feet along Comal to the end of the existing line.

B. Replace residential water distribution mains along Lawyer and Sabine Streets beginning at the 12-inch main along Southwest Parkway running south and terminating at a blow off in each cul de sac.

C. Perform a sewer shed analysis to size each of the trunkline segments.

D. Replacement of the existing 30-inch corrugated metal storm drain pipes (2 locations) and the existing 39-inch by 64-inch arched pipe along Nueces Street.

E. Additional Survey work, tree protection planning and materials testing for construction are also included in the scope of this change order.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Comal Sewer Relocation	\$18,715.00	0	1	\$18,715.00
2	LS	Sabine/Lawyer Waterline	\$11,155.00	0	1	\$11,155.00
3	LS	Local Sewer Analysis	\$2,375.00	0	1	\$2,375.00
4	LS	CMP Replacement	\$2,800.00	0	1	\$2,800.00
5	LS	Additional Survey Work	\$10,800.00	0	1	\$10,800.00
6	LS	Additional Tree Protection Plan	\$1,400.00	0	1	\$1,400.00
7	LS	Additional Materials Testing	\$1,650.00	0	1	\$1,650.00
TOTAL						\$48,895.00

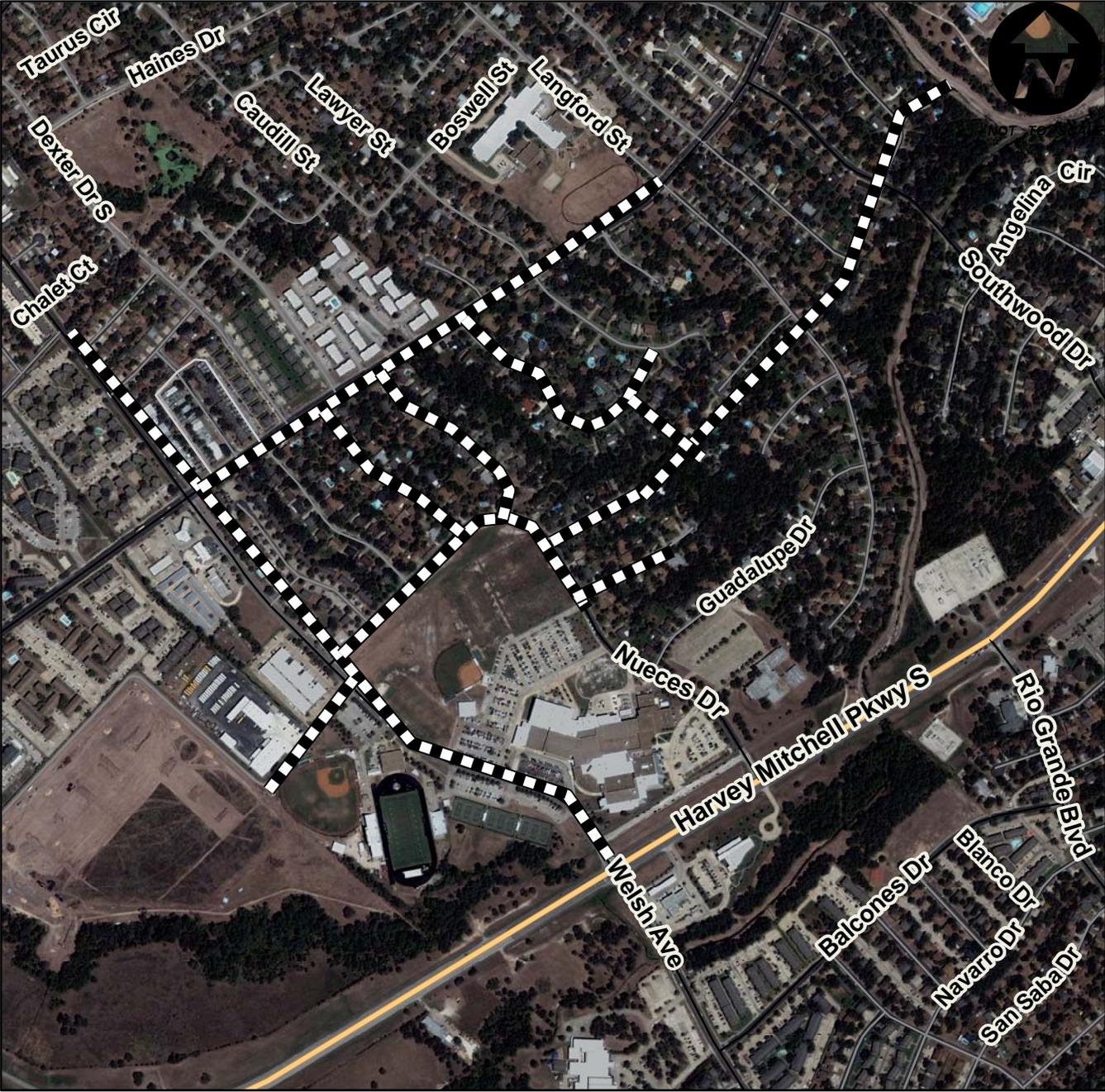
THE NET AFFECT OF THIS CHANGE ORDER IS AN 11.43% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$427,882.00	
Change Order No. 1	\$48,895.00	11.43% CHANGE
REVISED CONTRACT AMOUNT	\$476,777.00	11.43% TOTAL CHANGE
ORIGINAL CONTRACT TIME	135 Days	
Time Extension No. 1	0 Days	
Revised Contract Time	135 Days	
SUBSTANTIAL COMPLETION DATE	30-Nov-09	

APPROVED

	9/2/09		
A/E CONTRACTOR	Date	CITY ATTORNEY	Date
	9/2/09		
PROJECT MANAGER	Date	CHIEF FINANCIAL OFFICER	Date
	8-Sept-09		
DEPARTMENT DIRECTOR	Date	MAYOR	Date
		CITY SECRETARY	Date
		CITY MANAGER	Date

Southwood 5-7 Utility Rehabilitation Project Location Map



September 24th
Consent Agenda Item No. 2c
Approval of a Contract Amendment for the Mayor's Council on Physical Fitness
Grant Contract

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.

Recommendation(s): Staff recommends approval of the Contract Amendment as proposed.

Summary: In March of 2008, a grant proposal was submitted to the Governor's Advisory Council on Physical Fitness for the establishment of a Mayor's Council on Physical Fitness (MCPF). This was a seed money grant with no City matching funds required. The City received notification the last week of April 2008 that the City had been awarded a grant for the inventory/assessment/evaluation Phase I work. A contract for the grant in the amount of \$23,280 was routed to the City Manager's Office, signed and returned to Texas Department of State Health Services (DSHS).

The initial charge of the MCPF and the related Phase I work plan was to complete an assessment of available fitness opportunities open to the public in the community. The focus of this initial assessment was walkability around elementary schools and selected park facilities. Additionally, an inventory and identification of exercise and fitness opportunities for the community was included in this Phase I work plan. A contract amendment for the Phase II work plan increases the contract amount by \$50,000 for a total contract of \$73,280, and was approved by the City Council on January 8th 2009. These funds were used to develop a fitness festival at Wolf Pen Creek Amphitheater, weekly run/walk activities and Veterans Park and Athletic Complex and install exercise equipment at Thomas Park and Wolf Pen Creek.

The Phase III work plan is to continue to implement public awareness of the opportunities and benefits of fitness related activities. As a requirement of this grant extension, the City of College Station and the Mayors Council on Physical Fitness will agree to mentor new communities via, phone, fax, and e-mail as they develop a Mayoral Fitness Council and Work Plan. DSHS has requested that the Phase III work plan be considered as a contract amendment instead of as a new contract since it is a continuation of the original state grant process. Given that this grant is a state grant, it is exempt from the competitive bidding procedures, and the standard 25% increase in contract amount requirements do not apply. The original contract is on file in the City Secretary's office.

Budget & Financial Summary: This is a reimbursement state grant in an amount not to exceed \$80,780. There is no City match required. A contingency transfer may be required to cover initial grant related expenditures prior to reimbursement from the state. Future funding for these activities would need to be addressed as a part of the City's normal budget process.

Attachments:

1. Texas Department of State Health Services Contract - on file in the City Secretary's Office
2. Texas Department of State Health Services Contract Amendment to the Mayor's Council on Physical Fitness Grant Contract.

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and CITY OF COLLEGE STATION (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2008-027726 (Contract) in accordance with this Amendment No. 001A : DPIS/Governor's Advisory Council Physical Fitness, effective 11/01/2008.

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2008-027726 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

The purpose of this Amendment is to add additional funds for Phase II activities and to extend contract through 08/31/2009.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. changes from ~~001~~ to 001A

Contract Term End Date changes from: ~~10/31/2008~~ to 08/31/2009

SECTION I. STATEMENT OF WORK, a new paragraph is added after first paragraph:

This project is composed of two (2) phases:

SECTION I. STATEMENT OF WORK, second paragraph, second bullet, is revised as follows:

Phase II, with an additional ~~one (1) year~~ ten (10) month term, to develop and implement a community-wide campaign to enhance access to and awareness of opportunities for physical activity within the community.

SECTION I. STATEMENT OF WORK, third paragraph, is revised as follows:

This project is authorized by the General Appropriations Act, Article II, Department of State Health Services, Rider 84, 80th Legislature, Regular Session, 2007.

SECTION I. STATEMENT OF WORK, is revised to include new text at fourth and fifth paragraphs:

Any material, developed by the contractor but paid for with state funds must include the following language with the referenced date representing the date of creation:

© Department of State Health Services, 2008, all rights reserved. Funding for this project was provided by a grant from the Department of Health and Human Services, which reserves a

royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the copyrighted material.

SECTION II. PERFORMANCE MEASURES, new language is added at second paragraph:

The Contractor shall:

SECTION II. PERFORMANCE MEASURES, second paragraph, third bullet, is revised as follows:

Complete Phase II activities and performance measures as outlined in the **approved Work Plan attached as Exhibit A.**

SECTION V. PAYMENT METHOD, is revised to include:

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VIII., BUDGET is revised as per the attached.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Phone: _____

Bob.Burnette@dshs.state.tx.us

Email: _____

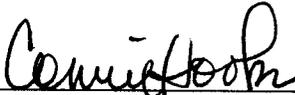
CITY OF COLLEGE STATION

By: 

MAYOR

Date: 1.22.09

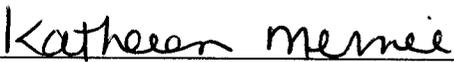
ATTEST:



CITY SECRETARY

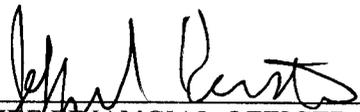
Date: 1-22-09

APPROVED:



CITY MANAGER

Date: 1-16-09



CHIEF FINANCIAL OFFICER

Date: 1-13-09



CITY ATTORNEY

Date: 1-14-09

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: DPIS/Governor's Advisory Council Physical Fitness

CONTRATOR: CITY OF COLLEGE STATION

CONTRACT NO: 2008-027726

CONTRACT TERM: 05/01/2008 THRU: 08/31/2009

BUDGET PERIOD: 05/01/2008 THRU: 08/31/2009

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$15,000.00	\$15,000.00	\$0.00
Fringe Benefits	\$2,280.00	\$2,280.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$500.00	\$500.00	\$0.00
Contractual	\$3,000.00	\$11,000.00	\$8,000.00
Other	\$2,500.00	\$44,500.00	\$42,000.00
Total Direct Charges	\$23,280.00	\$73,280.00	\$50,000.00
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$23,280.00	\$73,280.00	\$50,000.00
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$23,280.00	\$73,280.00	\$50,000.00
Total Reimbursements Limit	\$23,280.00	\$73,280.00	\$50,000.00
JUSTIFICATION			
This amendment is to extend the contract end date to 8/31/09 and to add additional funds to cover activities required for Phase II of the project.			

Financial status reports are due: 08/29/2008, 12/01/2008, 03/02/2009, 06/01/2009, 10/30/2009

CITY OF COLLEGE STATION
PHASE II GOVERNOR'S ADVISORY COUNCIL ON PHYSICAL FITNESS

EXHIBIT A

Contractor shall conduct a community-wide campaign to enhance access to and awareness of opportunities for physical activity within the community by using existing resources to target the wellness and fitness needs identified during the Phase I assessment.

Contractor shall submit a report of accomplishments to the DSHS Program Coordinator by September 1, 2009.

Contractor shall promote awareness of wellness and fitness opportunities by:

1. Promoting the Mayor's Council of Physical Fitness (MCPF) by sponsoring a city wide contest to develop a memorable and easily identifiable slogan for the MCPF.
2. Developing a page on the City of College Station's Web site (www.cstx.gov), which will provide fitness and nutrition tips and links, to provide information to the public on a 24 hour a day, 7 day a week schedule.
3. Utilizing the City of College Station's municipal cable channel, Channel 19, to provide information on activities and events to the public.
4. Promoting public information through the use of free Public Service Announcements (PSA's) on radio, television and in the newspaper.
5. Producing and distributing informational brochures to inform the public of fitness events and opportunities.
6. Increasing the number of College Station participants in Texas Round Up/Get Fit Texas Campaign by 5% by publishing information on Texas Round Up/Get Fit Texas Campaign aimed at improving health wellness and fitness.
7. Distributing program information on the Texercise Campaign through senior organizations throughout the city.
8. Increasing the number of College Station participants in Walk Across Texas by 5% by partnering with is the Walk Across Texas Program through the Agricultural Extension Service.

9. Utilizing resources from the National Recreation and Park Association's (NRPA) Step Up to Health Program to provide information on ways to increase physical activity.

Contractor shall provide the following opportunities for physical activity:

1. Develop ongoing physical fitness programs.
2. Develop a "Walking Health Fair", at one of the City's major hiking/biking trails in the Wolf Pen Creek Corridor, which would include information on the benefits of physical fitness and possible free health screenings.
3. Partner with some of the already developed events in College Station, and increase participation in these events by 5%.
4. Develop a 5K run or bike rally that would give people an opportunity to participate in a series of events and measure their progress.

September 24, 2009
Consent Agenda Item No. 2d
New Affordable Housing Construction Contract for 4214 Cripple Creek Court

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution approving a contract with Orion Construction in an amount not to exceed \$114,335.00 for the construction of a new, affordable, single-family residence at 4214 Cripple Creek Court using federal HOME Investment Partnership Grant (HOME) funds.

Recommendation(s): Staff recommends approval of the Resolution awarding the contract to the lowest responsible bidder meeting the City of College Station's Bid Documents and Contract Requirements, Orion Construction in an amount not to exceed \$114,335.00.

Summary: In continuing to incorporate innovation and further grow the opportunities available to our more economically-challenged residents, the Economic and Community Development Department, in response to Council direction, has amended the City's new housing construction program to provide more geographically-diverse housing opportunities in the community. Instead of building homes exclusively in more traditional lower-income areas of the community, this new programming direction calls for the construction of affordable housing in some of our newest subdivisions located in the southern part of the community. This programming change will add a new aspect of economic diversity to some of our newer neighborhoods and serve to further integrate hard-working, but economically-disadvantaged, families into other areas of the city.

On Friday, August 28, 2009, three (3) bid proposals were received in response to Bid No. 09-88 for the construction of a new, single-family residence at 4214 Cripple Creek Court. All bids were considered. A copy of the bid tabulation for the project is attached for reference. Twenty-seven (27) vendors requested bid packets and plans for this project during the bid period.

Once construction is complete, the resulting new home will be sold to an income-eligible homebuyer meeting the City's program requirements. Federal HOME grant funds will be used to construct the dwelling and may also be used to provide down-payment assistance to the buyer. This project will allow the City to obligate federal funds that must be reserved by the end of this fiscal year.

NOTE: Per Down Payment Assistance (DAP) program requirements, a lien will be placed on the property to keep the property from being leased or rented. The lien will ensure that the property remains "owner-occupied" for the duration of the mortgage loan and will also require that the buyer repay the loan upon sale of the property.

Budget & Financial Summary: The estimated sales price of the project is \$161,700.00. Funding for this project will come entirely from the City's federal HOME funds, as allocated in the current fiscal year's Economic and Community Development budget. HOME grant funds may only be used for affordable housing projects and activities. With the exception of staff program delivery costs, the majority of this project's costs will quickly be returned to the Economic and Community Development budget when an eligible buyer ultimately purchases the property.

Attachments:

1 - Resolution – 4214 Cripple Creek Court

2 - Bid Tabulation – 4214 Cripple Creek Court

3 - Project Location Map – 4214 Cripple Creek Court

4 – Photo of Comparable Home Constructed by the City –1218 Carolina, 1124 Carolina

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS APPROVING A CONTRACT FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of a new, single-family residence located at 4214 Cripple Creek Court, College Station, Brazos County, Texas; and

WHEREAS, the selection of Orion Construction is being recommended as the lowest responsible bidder for the construction of the residence; 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 Orion Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Orion Construction in an amount not to exceed \$114,335.00 for the labor and materials required for the improvements related to the construction of the residence.

PART 3: That the funding for this Project shall be as budgeted from the College Station Economic and Community Development Fiscal Year 2009 Budget, in an amount not to exceed \$114,335.00.

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:



City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #09-88
"New Single Family Construction of 4214 Cripple Creek Court"
Open Date: Friday, August 28, 2009 @ 2:00 p.m.

				Orion Construction (College Station, TX)	Formby Construction (College Station, TX)	OCC Construction (College Station, TX)
ITEM	QTY	UNIT	DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
CONSTRUCTION BASE BID						
1	1	Lump Sum	Construction of New Home at 4214 Cripple Creek Court, College Station, TX	\$114,335.00	\$115,000.00	\$123,619.00
ALTERNATE BID ITEMS						
A.1	1	Lump Sum	Granite Countertops (full bullnose) Kitchen	\$2,300.00	\$2,600.00	\$2,860.00
A.2	1	Lump Sum	Tile Backsplash Kitchen (Standard 6x6)	\$719.00	\$650.00	\$820.00
A.3	1	Lump Sum	Trim Pack (3-1/2" Casing / 4-1/2" Baseboard)	\$230.00	\$200.00	\$360.00
A.4	1	Lump Sum	Crown Molding (115') Coffered Ceilings	\$497.00	\$265.00	\$250.00
Total Alternate Bid Items				\$3,746.00	\$3,715.00	\$4,290.00

Attachment 3: Location Map- 4214 Cripple Creek Court



Attachment 4: Photos of Comparable Homes Constructed by the City

1218 Carolina



1124 Carolina



September 24, 2009
Consent Agenda Item No. 2e
New Affordable Housing Construction Contract for 4284 Hollow Stone Drive

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution approving a contract with Orion Construction in an amount not to exceed \$112,435.00 for the construction of a new, affordable, single-family residence at 4284 Hollow Stone Drive using federal HOME Investment Partnership Grant (HOME) funds.

Recommendation(s): Staff recommends approval of the Resolution awarding the contract to the lowest responsible bidder meeting the City of College Station's Bid Documents and Contract Requirements, Orion Construction in an amount not to exceed \$112,435.00.

Summary: In continuing to incorporate innovation and further grow the opportunities available to our more economically-challenged residents, the Economic and Community Development Department, in response to Council direction, has amended the City's new housing construction program to provide more geographically-diverse housing opportunities in the community. Instead of building homes exclusively in more traditional lower-income areas of the community, this new programming direction calls for the construction of affordable housing in some of our newest subdivisions located in the southern part of the community. This programming change will add a new aspect of economic diversity to some of our newer neighborhoods and serve to further integrate hard-working, but economically-disadvantaged, families into other areas of the city.

On Wednesday, August 26, 2009, two (2) bid proposals were received in response to Bid No. 09-87 for the construction of a new, single-family residence at 4284 Hollow Stone Drive. All bids were considered. A copy of the bid tabulation for the project is attached for reference. Twenty-six (26) vendors requested bid packets and plans for this project during the bid period.

Once construction is complete, the resulting new home will be sold to an income-eligible homebuyer meeting the City's program requirements. Federal HOME grant funds will be used to construct the dwelling and may also be used to provide down-payment assistance to the buyer. This project will allow the City to obligate federal funds that must be reserved by the end of this fiscal year.

NOTE: Per Down Payment Assistance (DAP) program requirements, a lien will be placed on the property to keep the property from being leased or rented. The lien will ensure that the property remains "owner-occupied" for the duration of the mortgage loan and will also require that the buyer repay the loan upon sale of the property.

Budget & Financial Summary: The estimated sales price of the project is \$161,700.00. Funding for this project will come entirely from the City's federal HOME funds, as allocated in the current fiscal year's Economic and Community Development budget. HOME grant funds may only be used for affordable housing projects and activities. With the exception of staff program delivery costs, the majority of this project's costs will quickly be returned to the Economic and Community Development budget when an eligible buyer ultimately purchases the property.

Attachments:

1 - Resolution – 4284 Hollow Stone Drive

2 - Bid Tabulation – 4284 Hollow Stone Drive

3 - Project Location Map – 4284 Hollow Stone Drive

4 – Photo of Comparable Home Constructed by the City –1218 Carolina, 1124 Carolina

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS APPROVING A CONTRACT FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of a new, single-family residence located at 4284 Hollow Stone Drive, College Station, Brazos County, Texas; and

WHEREAS, the selection of Orion Construction is being recommended as the lowest responsible bidder for the construction of the residence; 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 Orion Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Orion Construction in an amount not to exceed \$112,435.00 for the labor and materials required for the improvements related to the construction of the residence.

PART 3: That the funding for this Project shall be as budgeted from the College Station Economic and Community Development Fiscal Year 2009 Budget, in an amount not to exceed \$112,435.00.

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:



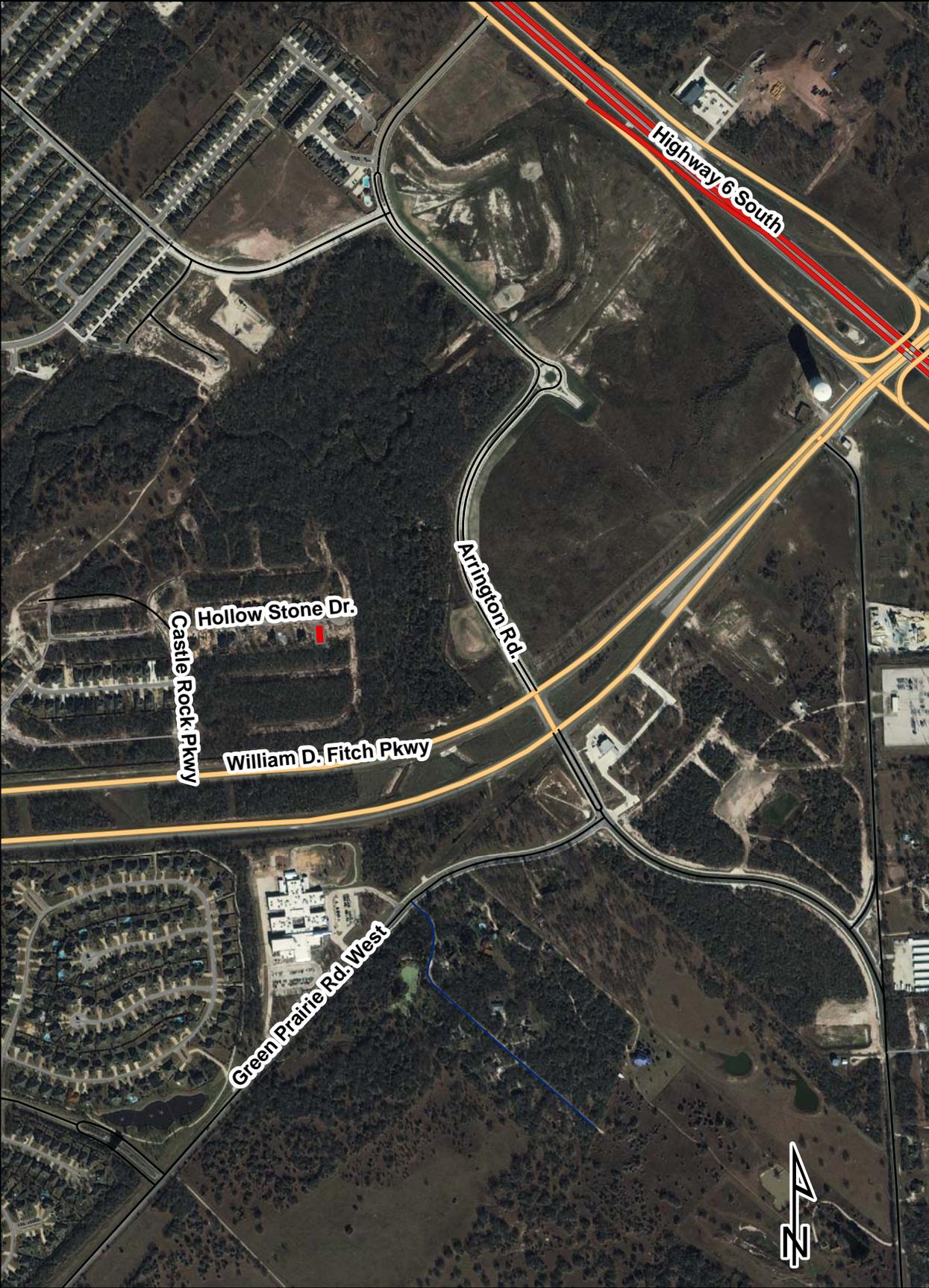
City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #09-87
"New Single Family Construction of 4284 Hollow Stone"
Open Date: Wednesday, August 26, 2009 @ 2:00 p.m.

				Orion Construction (College Station, TX)	Formby Construction (College Station, TX)
ITEM	QTY	UNIT	DESCRIPTION	TOTAL PRICE	TOTAL PRICE
CONSTRUCTION BASE BID					
1	1	Lump Sum	Construction of 4284 Hollow Stone, Lot 40, Block 4, Castle Rock, Phase 2A	\$112,435.00	\$118,515.00
ALTERNATE BID ITEMS					
A.1	1	Lump Sum	Granite Countertops (full bullnose) Kitchen	\$2,300.00	\$2,800.00
A.2	1	Lump Sum	Tile Backsplash Kitchen (Standard 6x6)	\$719.00	\$600.00
A.3	1	Lump Sum	Trim Pack (3-1/2" Casing / 4-1/2" Baseboard)	\$230.00	\$500.00
A.4	1	Lump Sum	Crown Molding (115') Coffered Ceilings	\$497.00	\$225.00
Total Alternate Bid Items				\$3,746.00	\$4,125.00

Attachment 3: Location Map- 4284 Hollow Stone Drive



Attachment 4: Photos of Comparable Homes Constructed by the City

1218 Carolina



1124 Carolina



Sept 24, 2009
Consent Agenda Item No. 2f
Change Order to Construction Contract #09-222 for
Construction Improvements at John Crompton Park

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a change order to Contract #09-222 with Fuqua Construction Inc. in the amount of \$11,000, for the development of the improvements at John Crompton Park pond.

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

1. **Summary:** Contract #09-222 with Fuqua Construction Inc. was approved July 20, 2009. The contract is for improvements at John Crompton Park Pond. Construction bids were substantially below the original cost estimate for dredging construction. This change order request will fund additional dredging construction and material expenses.

Budget & Financial Summary: Contract #09-222 is a Standard Form of Construction Contract, and according to City of College Station Purchasing Procedures "written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in this contract to more than \$50,000.00." Changes in excess of this amount must be approved by City Council prior to commencement of the services or work. This project is being funded utilizing parkland dedication funds.

Amount Budgeted:	\$105,500.00
Original Contract Amount:	\$49,191.00
Change Order #1 Amount:	\$11,000.00
Net Percentage Increase:	22.4%
Revised Contract Amount:	\$60,191.00

Original Contract Time:	45 Days
Change order Time Extension:	15 Days
Revised Contract Time:	60 Days

Attachments:

1. Change Order #1

September 24, 2009
Consent Agenda Item No. 2g
Annual Exemptions

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditure of funds for FY'10, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

Recommendation(s): Staff recommends approval of the purchase requests as listed.

Summary: The following are purchases that are exempt from competitive bidding in accordance with Local Government Code 252.022 (a) (7) (A); and other purchases greater than \$50,000 available from one source.

The following purchase requests are available from only one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (A) Items that are available from only one source because of patents, copyrights, secret processes, or other natural monopolies:

U.S. Postmaster (postage - IT/Mail) FY10-\$80,000; FY09-\$60,000

The following purchase requests are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (D) captive replacement parts or components for equipment, computer software and hardware maintenance and equipment lease and maintenance:

Sungard Public Sector (H T E application maintenance) FY10-\$165,000; FY09-\$157,972

EnRoute Emergency System LLC (formerly GEAC) (application software upgrade/maintenance - Public Safety System) FY10-\$140,000; FY09 \$138,996

The following purchase requests are considered professional services and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

Bickerstaff, Heath Attorneys (water issues) FY10-\$75,000; FY09-\$125,000

Mathews & Freeland (CCN/BRA/groundwater issues) FY10-\$125,000; FY09-\$65,000

Terracon (geotechnical testing services) FY10-\$65,000; FY09-\$75,000

Joe Orr Surveying (land surveying) FY10-\$100,000; FY09-\$100,000

The following purchases are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a) (7) (c) gas, water, and other utility service.

City of Bryan (utilities for Wells and Pump Station) FY10-\$1,200,000; FY09-\$1,200,000

Verizon (local phone services) FY10-\$100,000; FY09-\$100,000

The following purchases are made pursuant to interlocal agreements with various agencies:

ILA with City of Bryan for Library services:

Bryan Public Library (operational expenses for CS Public Library) FY10-\$981,181;
FY09-\$995,701

ILA with Grimes County for Twin Oaks Landfill:

Grimes County (host fees/royalty payments) FY10-\$180,000; FY09-\$250,000

ILA with Brazos Valley Wide Area Communications System:

BV Council of Governments (managing entity for BVWACS) FY10-\$140,000; FY09-\$62,878

Collaborative Agreement between Texas A&M University and nine other entities for Brazos Valley Community Network (BVCNet) Project:

Texas A&M University FY10-\$13,000; FY09-\$13,000

ILA with the Texas Procurement and Support Services (State Contract):

AT&T Wireless (DIR)(wireless phone/data) FY10-\$85,000; FY09-\$76,000

ILA with Purchasing Solutions Alliance (Program of BVCOG)

Office Max (office supplies) FY10-\$62,000; FY09-\$61,000

The following purchase requests are for mandated state fees to the Texas Commission on Environmental Quality (TCEQ), and the Brazos Valley Groundwater Conservation District.

TCEQ (quarterly disposal and permitting fees - BVSWMMA) FY10-\$420,000; FY09-\$400,000

TCEQ (inspections/assessments, permitting fees - W/WW) FY10-\$100,000; FY09-\$75,000

BV Groundwater Conservation District FY10-\$200,000; FY09-\$175,000

Budget & Financial Summary: Funds are either available and budgeted for each of the listed purchase requests in the fiscal year 2009-2010 budget in various funds of the City or if necessary will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments: None

September 24, 2009
Consent Agenda Item No. 2h
Ratification of the repairs to the Carters Creek Centrifuge

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding ratification of a purchase order to repair the centrifuge at the Carters Creek Wastewater Treatment Plant in the amount of \$64,885.

Recommendation: Staff recommends that Council ratify the purchase order.

Summary: To protect the health, safety and best welfare of the public, and remain in compliance with TCEQ regulations, City Staff has had the Carters Creek centrifuge repaired prior to Council approval. The centrifuge is a critical element of the wastewater treatment process, since it de-waters the solids after treatment. If these solids are not handled appropriately, the treatment process will fail. Our ability to manage solids without the centrifuge is severely limited.

As part of routine maintenance, staff determined the wear parts on the centrifuge needed to be replaced. Due to the precision and high speed of the rotating assembly and the criticality of the centrifuge, these repairs are done at the equipment manufacturer's shop in Houston. Since these routine repairs were quoted to cost \$32,087, the City Manager approved the purchase order and the centrifuge was shipped to Houston. However, when the unit was disassembled and inspected, it revealed additional, unanticipated damage that will cost an extra \$32,798 to repair. The additional repairs increased the purchase order cost to a new total of \$64,885.

This purchase is exempt from competitive bidding pursuant to LGC 252.022(a)(2) a procurement necessary to preserve or protect the public health or safety of the municipalities residents. Staff authorized the additional repairs to proceed prior to Council approval, to protect the health and welfare of the public by ensuring the proper operation of the wastewater treatment plant. To delay the repairs would have kept the centrifuge out of operation for several more weeks, which would have greatly increased our sludge disposal cost and seriously compromised the biological treatment process. For these reasons, staff recommends Council approve the ratification.

Budget & Financial Summary: The cost of these repairs is \$64,885. Wastewater Capital Funds are budgeted and available for this item.

Attachment:
Repair quote



Doug Wallace
City of College Station
8/27/09

Repair of PM75000 Rotating Assembly & Gearbox S/N 84-PM75000-149
RH37977

Our report describing the condition of this equipment and advising the cost to repair is attached for your review. Items marked as "Discovery" are those recommended repairs that were realized during the inspection of the equipment and are in addition to Tom Cegielski's original proposal.

At the end of this document you will find a work authorization form for your execution and return. If you have any questions, please do not hesitate to call me at 713-934-3166.

Regards,

Tom Cegielski



REPAIR SUMMARY

PM75000 Rotating Assembly & Gearbox S/N 84-PM75000-149; RH37977
A/L ref.: 382066
Your ref.: 091123

ASSESSMENT

Your Rotating Assembly and Gearbox have been disassembled, cleaned and inspected to determine their present condition. Based on current OEM dimensions and standards, we recommend the following repairs.

PRE-ESTIMATED BASIC REPAIR

At the Alfa Laval Houston Service Center the Rotating Assembly and Gearbox will be Disassembled, Cleaned and dimensionally inspected.

Replace up to 10 conveyor tile assemblies

The Conveyor is assembled and computer balanced to OEM specifications

Replace all Bearings, Seals, and oring in Rotating Assembly and Gearbox

Re-Assemble Rotating Assembly and Gearbox

Fill gearbox to proper operating level with your choice of either our recommended synthetic or petroleum based oil.

Balance and Test Rotating Assembly in Shop PM75000 Frame

2mm p/p

4 hour test run

Paint Rotating Assembly and Gearbox

Written Inspection Report

Component and Abrasion Protection Evaluation

Vibration analysis

90 day Warranty

Conveyor tiles\$136.10 each

Note: Number of tiles needed will be determined on inspection of conveyor. There will be no additional charge for labor to install tiles only the cost of the tile.

Recommended Repairs

Conveyor:

- Slight wear to flight supports in feed zone

Slight wear to back of flights in feed zone

10 tiles damaged

- Re-hardsurface flight supports in feed zone

*Discovery

Re-hardsurface back of flight in feed

*Discovery

Replace 10 tiles



Accelerator:

- Slight to moderate wear on face at feed zone liner pilot
Moderate damage to hardsurfacing on I.D.
- Weld & machine face to specifications *Discovery
Re-work pilot diameters as needed *Discovery
Re-hardsurface I.D.

Feed Zone Liner:

- Slight wear at 2 nozzle ports
- Hardsurface I.D. , inside of ports and inside angle to specifications

Nozzle Set(Straight Through):

- Slight to moderate wear on all nozzle bodies
2 carbide inserts damaged
- Weld & machine wear on nozzle bodies *Discovery
Re-assemble nozzle bodies replacing 2 carbides *Discovery
Weight correct nozzles as a set *Discovery

Feed Nozzle Wear



Tension Bar:

- Moderate damage to tension bar nut pilot diameter
Slight damage to conveyor pilot diameter
Slight etching on conveyor bearing diameter but acceptable at this time
Seal diameter worn
Slight damage to threads
- Laser weld & grind t/bar nut pilot diameters/relief to specifications *Discovery
Polish conveyor pilot diameter
Chrome & grind seal diameter to specifications *Discovery
Lap threads for tension bar nut as needed

Spline Bushing:

- Slight damage to bearing diameter
Moderate corrosion to spline bushing, hub spline & cap
Moderate to heavy corrosion on splines, currently acceptable, part has limited life
- Polish bearing diameter
Beadblast & primer back of spline bushing, hub spline & cap*Discovery

Front Conveyor Seal Holder:

- Slight damage throughout part
Seal bore worn
- Deburr & polish as needed
Chrome & grind seal bore to specifications *Discovery



Rear Hub:

- Casing seal diameter worn
Inboard pilot diameter for pulley undersize
Slight to moderate wear at extension pilot diameter
- Chrome & grind casing seal diameter to specifications*Discovery
Laser weld & grind inboard pilot diameter for pulley to specifications*Discovery
Weld & machine wear at extension pilot diameter *Discovery
Weld & machine extension pilot diameter to specifications *Discovery
Confirm fit of hub nut and lap threads if needed prior to hub assembly

Rear Conveyor Bearing Seal Holder:

- Slight damage to seal bore
- Polish seal bore

Front Hub:

- Casing seal diameter worn
- Chrome & grind casing seal diameter to specifications *Discovery

Plate Dam:

- Slight damage
- Straighten as needed *Discovery

Plate Dam Retainer:

- Slight wear
- Weld & grind wear *Discovery

Front Conveyor Hub:

- Acceptable
- Use as is

Front Conveyor Hub Sleeve:

- Heavy wear on seal diameter
- Chrome & grind to specifications*Discovery

Extension:

- Slight to moderate wear at lugs & 45 area
1 groove in I.D. with moderate depth. 2 with minimal depth
2 wear sleeves are damaged
- Weld & machine wear to lugs/45 area See Reliability *Discovery
Weld & machine rear hub pilot diameter to specifications *Discovery
Fill groove with moderate depth with metal filler *Discovery
Re-glue all wear sleeves replacing 2 turning sleeves in direction of wear*Discovery

Extension Wear





Bowl Wear Ring:

- Moderate wear to face & I.D.
 - Hardsurface face & I.D. to help prevent wear
- *Discovery

Bowl Shell:

- Acceptable
- Use as is

Noise Rings:

- Acceptable
- Use as is

Rear Bowl Liner:

- Section of 5 caulk strips damaged
- Replace section of 5 caulk strips

Front Bowl Liner:

- 6 tack welds cracked
 - Re-tack liner as needed
- *Discovery

Bowl Seal Holder:

- Excessive corrosion to both
 - Replace
- *Discovery

Seal Holder Corrosion in screw hole



Bowl Seal Clamps:

- Slight damage
- Deburr & polish

Seal Rings:

- Slight damage
- Deburr & polish

Pillow Blocks:

- Slight damage to front pillow block bore
- Slight corrosion & pitting to rear pillow block bore but acceptable at this time
- Deburr & polish front pillow block bore



Pillow Block Covers:

- Pin missing on rear outboard cover
Contact damage on labyrinth of rear outboard cover
- Replace missing pin on rear outboard cover *Discovery
- Machine labyrinth on rear outboard cover to remove damage *Discovery

Flingers:

- Acceptable
- Use as is

Gearbox Adaptor:

- Slight corrosion on I.D.
- Remove surface corrosion

Pulley:

- Slight damage to bearing diameter & seal holder pilot diameter
- Deburr/polish bearing diameter & seal holder pilot diameter along with related face

Rear Bowl Hub Nut:

- Slight damage at tool slots
- Deburr & polish tool slots

Pulley Seal Holder:

- Damage at screw holes for pulley
Moderate corrosion on seal bore
- Machine face to remove damage at screw holes *Discovery
- Re-drill screw holes as needed *Discovery
- Chrome & grind seal bore to specifications *Discovery

Tension Bar Nut:

- Seal diameter worn
Slight wear to seal face but acceptable at this time
- Chrome & grind seal face to specifications *Discovery

Feed Tube:

- Not Sent

Lubrication System:

- 1 oiler bent
- Replace 1 oiler *Discovery

Spline Shaft:

- Moderate to heavy corrosion on splines, currently acceptable, part has limited life
Bumper ring missing
- Replace bumper ring

REQUIRED REPAIRS FOR GEARBOX

Cap:

- Acceptable
- Use as is



Front Cover:

- Acceptable
- Use as is

Rear Cover:

- Slight corrosion but acceptable at this time
- Use as is

Noise Rings:

- Acceptable
- Use as is

Housing:

- Acceptable
- Use as is

Sun Gear:

- Slight damage to cover bearing diameter
Cover seal diameter is worn
- Chrome & grind cover bearing diameter to specifications *Discovery
- Chrome & grind cover seal diameter to specifications *Discovery

First Stage Gear Assembly

Carrier Assembly:

- Pin bearing mating face is worn
Pinion bearing diameter undersize
- Perform spacer modification on pinion bearing mating face & machine to specifications *Discovery
- Chrome & grind pinion bearing diameter to specifications *Discovery

First Stage Planet Gears:

- Slight damage on bores
- Polish bores

First Stage Planet Shafts:

- Acceptable
- Use as is

Thrust Washers:

- Acceptable
- Use as is

Second Stage Gear Assembly

Carrier Assembly:

- Acceptable
- Add 732 adhesive at pin holes & use as is *Discovery

Second Stage Planet Gears:

- Slight damage to bore of gear
- Polish bore of one gear



Second Stage Planet Shafts:

- Slight damage on O.D.
- Polish O.D. of shafts

Thrust Washers:

- Acceptable
- Use as is

Retainer Spring:

- Acceptable
- Use as is

Reliability Option

Extension:

- Hardsurface O.D. of lugs after weld repairing to help prevent wear



Standard Pre-Estimated Parts

Part#	Description	Qty
1BHA45A	SCREW	1
7FC70P	O RING	4
9CE15	FITTING	1
7FE35BA	O RING	1
7FC62BA	O-RING	1
11BC68	BEARING	1
11BB16	BEARING	1
7FC64P	O RING	1
7BA199	SEAL	2
7BA207	SEAL	2
11BC33	BEARING	1
PC10459-1	SPACER	1
7FK24AT	QUAD RING	1
1BHA43A	SCREW	8
1BGA79A	SCREW	8
11BC61	BEARING	1
PC15445-2	SPACER	1
PC15575-1	RING	2
7FC57BA	O-RING	1
PC18080-2	SEAL, BOWL HUB	2
9CE44	FITTING	1
PC9247-1	SLEEVE	1
1DAB6B2	SCREW	3
7FE28BA	O RING	2
7FD16BA	O RING	8
1BHA41B	SCREW	8
1BHA63B	SCREW	12
PC14900-1	GASKET	6
7FG31BA	O RING	2
1BGA71B	SCREW	4
7FC61BA	O RING	1
1BGA54B	SCREW	24
7FC62BA	O-RING	1
11BC79	BEARING	1
7BA338	SEAL	2
7FG28BA	O RING	1
1BR25B	SCREW	16
9CH35B	OIL, GEAR BOX	1
99156137	KIT, GEARBOX	1
6124004282	CONVEYOR TILE	10



Discovery Parts

Part#	Description	Qty
PE8671-1	HOLDER, BOWL HUB SEAL	2
PC20042-2	NOZZLE OIL PILLOW BLOCK	1
PC14312-1	WEAR SLEEVE	2
1PAP1A	*PIN	1
PC13767-2	FEED NOZZLE INSERT	2
WC6389-13	KEY	1
PC9216-1	RETAINER, SPRING	1
12AB22	WASHER	5
12AB45	SPRING	2



AUTHORIZATION TO REPAIR

**PM75000 Rotating Assembly & Gearbox S/N 84-PM75000-149; RH37977
A/L ref.: 382066
Your ref.: 091123**

The total charge for parts, labor and expenses associated with this repair is:

Pre- Estimated Price	\$31,487.00
Additional Discovery Repairs	\$36,187.00
Freight	\$600.00
Labor Discount	-\$5,322.00
Total Repair with Freight	\$62,952.00
Reliability Option	\$1,933.00
Total Repair with Reliability Option	\$64,885.00

Above Price does not include applicable taxes

This repair has an estimated completion time of 4 weeks, after receipt of order.

Labor Discount is based upon all of above repairs being completed. If some of above repairs are not completed some or all of labor discount may not apply.

Validity: 30

Payment Terms: NET 30 DAYS

Warranty:

Terms and conditions attached.

Please execute the work authorization below and fax it to the number shown below. The equipment not approved for repair is subject to a service charge to cover the cost of disassembly, cleaning, inspection, quoting and repackaging. On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

WORK AUTHORIZATION:

Signing below is an authorization to proceed with the work described in the accompanying quotation.

Authorized Signature: _____

Date: _____

Purchase order or Work order #: _____

-> Fax to the attention of Tom Cegielski at +1 713-896-9892

September 24, 2009
Consent Agenda Item No. 2i
Annual Purchase Order for Liquid Chlorine

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of a purchase order to DXI Industries for the purchase of liquid chlorine for use in our public water supply. The amount of the purchase order is \$77,220.

Recommendation: Staff recommends council approve this purchase order.

Summary: Chlorine is added to our public water supply to ensure disinfection and to meet Texas Department of Health requirements. DXI was unable to continue honoring the price of \$512.80 per one ton cylinder due to circumstances beyond their control. This commodity was re-bid along with the City of Bryan as bid 09-178. DXI was again the low bidder with a price of \$594.00 per one ton cylinder. Upon the conclusion of the initial agreement term, the City has the option to renew the agreement for two additional one-year terms, to be awarded one year at a time. City Staff is pleased with DXI's service, and since they are the low bidder, recommends award to DXI.

Budget & Financial Summary: The cost of this contract is \$77,220. Water operating funds are budgeted and available for this item.

Attachment:
Bid Tab



City of Bryan
Bid Tabulation for RFB #09-178
Annual Price Agreement for Liquid Chlorine
Opened: 08/27/09

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

	DXI Industires	Altivia Corporation (Houston, TX)
# of Copies (1 required)	Y	Y
Prompt Payment Discount:	N	N
References (Y/N)	Y	Y
Certification from bid package (Y/N)	Y	Y
Felony Conviction Notification	Y	Y
Emergency Response Services	N	Y
Addendum #1 Acknowledged	Y	Y

City of Bryan							
ITEM	QTY	UNIT	DESCRIPTION	Unit	Extended	Unit	Extended
1	235	ea	One (1) ton cylinders of chlorine	\$594.00	\$139,590.00	\$630.00	\$148,050.00
2	135	ea	150 pound cylinders of chlorine	\$87.15	\$11,765.25	\$99.00	\$13,365.00
Total Base Bid				\$151,355.25		\$161,415.00	

City of College Station							
ITEM	QTY	UNIT	DESCRIPTION	Unit	Extended	Unit	Extended
1	130	Cylinders	One (1) ton cylinders of chlorine	\$594.00	\$77,220.00	\$630.00	\$81,900.00
Total Base Bid				\$77,220.00		\$81,900.00	

September 24, 2009
Consent Agenda Item No. 2j
Engineering Assessment and Analysis of the NE Sewer Trunkline

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of a professional services contract with Interra Hydro, Inc., in the amount of \$56,393 for the inspection, condition assessment, and capacity analysis of the Northeast Sewer Trunkline.

Recommendation(s): Staff recommends Council approve this contract.

Summary: The Northeast Sewer Trunkline serves an extensive area of College Station on both sides of University Drive, including the Northgate area and both sides of Highway 6. The line was built in 1978 and extensive redevelopment has occurred in Northgate and other areas served by this line. The remaining capacity in this line must be determined by engineering field investigation, which requires a highly specialized technical capability.

Interra Hydro, Inc. was selected as the most highly qualified firm to provide this engineering service based on the City's past experience with this company and Interra Hydro's unique, integrated, data collection, analysis and reporting system. As a professional engineering firm, they are exempt from competitive bidding pursuant to Local Government Code Chapter 252.022(a)(4) a procurement of for personal, professional or planning services.

This scope of services includes manhole and embankment inspection, GPS of embankment erosion, and Closed Circuit TV inspection of 18,000 + feet of sewer line with that data being used to provide a condition assessment and capacity analysis, a geodatabase of line defects and manhole information and a set of recommendations to be included in a final report.

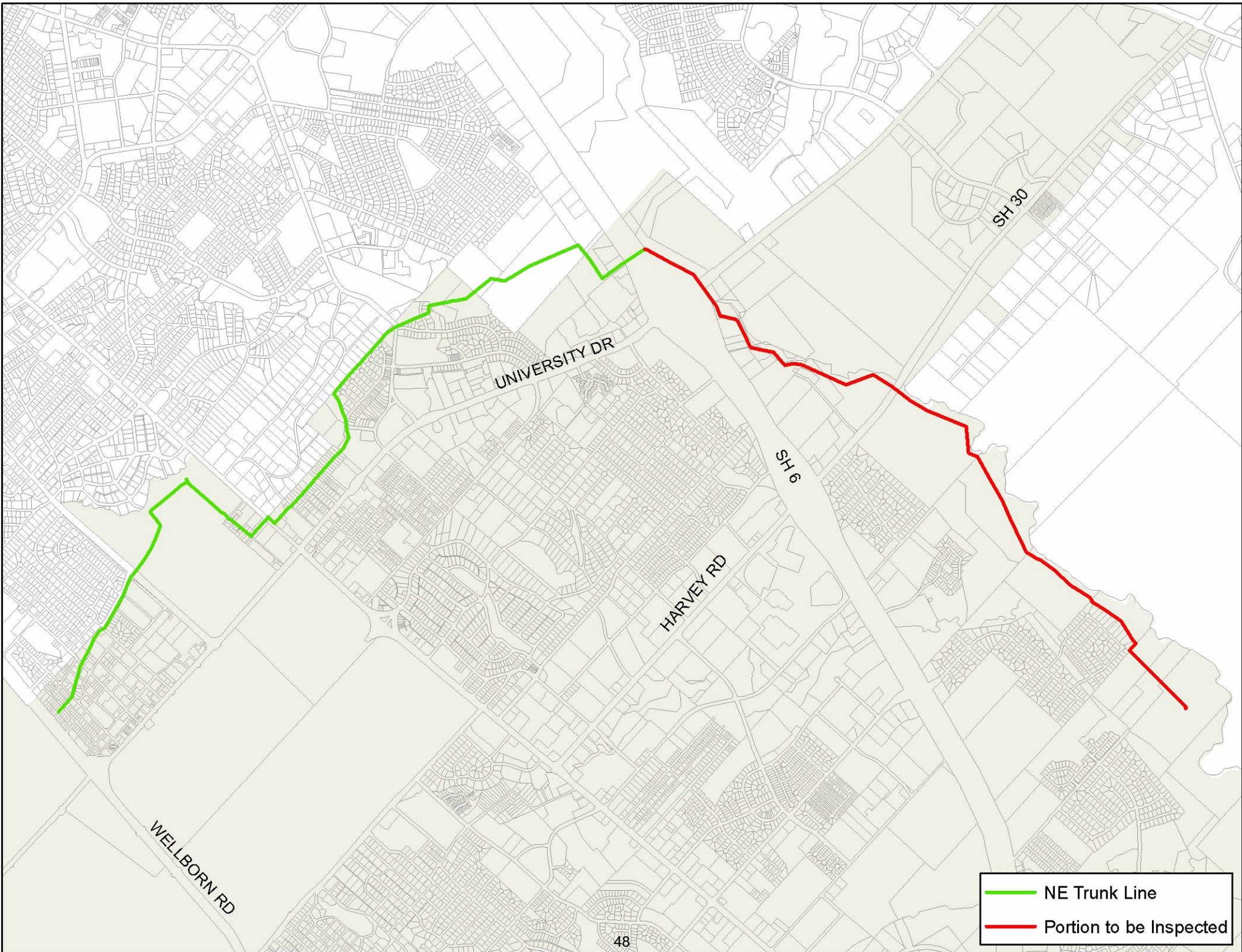
The result of this study will enable staff to make decisions regarding future maintenance actions, and provide information on excess capacity in the line. The contract is available for review in the City Secretary's Office.

Budget & Financial Summary: Funds are budgeted and available in the Wastewater Operating Fund.

Attachments:

Map

Contract (Available in the City Secretary's Office.)



- NE Trunk Line
- Portion to be Inspected

**September 24, 2009
Consent Agenda Item No. 2k
Janitorial Maintenance Services**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a Services Contract with Professional Floor Service and Janitorial for janitorial services for all City offices for an annual expenditure of \$198,343.44.

Recommendation(s): Staff recommends award of the contract to Professional Floor and Janitorial Services for \$198,343.44.

Summary: This contract is for routine, daily cleaning of all City offices, restrooms, jail and meeting rooms. The contract further calls for periodic window washing, floor stripping/waxing and heavy carpet cleaning. Locations covered under this contract include:

City Hall	Community Development	Central Park Office
Utility Customer Service	Municipal Court Bldg	Public Works
Police Department	Lincoln Center	Dowling Road Pump Station
Library	Exit Teen Center	College Station Utilities
Carter Creek Waste Water	BVSMA Landfill	CSU Training/Meeting Facility

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Facilities Maintenance.

Attachments:

Contract

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Professional Floor Services & Janitorial** (the "Contractor"), for the following work: Annual Janitorial Maintenance Services; a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Ninety-Eight Thousand Three Hundred Forty-Three Dollars and 44/100 (\$198,343.44)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. Except as provided in Paragraph 12 hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$25,000.00)**

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

John G. Smith

- OR -

[Signature] B. It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by,

alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

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

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

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

PROFESSIONAL FLOOR SERVICES & JANITORIAL

BY: Steven J. Gagnier 9-9-09
Printed Name: STEVEN J. GAGNIER Date
Title: CEO

CITY OF COLLEGE STATION

BY: _____
Mayor Date

ATTEST:

City Secretary Date

CITY OF COLLEGE STATION

BY: _____
City Manager

Date

APPROVED:



City Attorney

Date

Chief Financial Officer

Date

September 24, 2009
Consent Agenda Item No. 2L
Annual Curb, Gutter & Flatwork Price Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

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

Recommendation(s): Staff recommends renewal of the annual blanket order to Brazos Paving Inc. in the amount not to exceed \$411,000.00 annually.

Summary: Maintenance of flatwork, curbs and gutters is contracted on an as needed basis, by the Public Works Department and College Station Utilities. This is the first renewal of two optional renewals of the annual blanket order awarded in bid #08-84.

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

Attachments:

1. Renewal Letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid no. 09-69, for cracked sealant/de-tack sealant 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 October 6, 2009 through October 5, 2010, the total amount of the contract is \$411,000 (Four hundred eleven thousand and no/100).

BRAZOS PAVING, INC.



AUTHORIZED REPRESENTATIVE

9/1/09

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

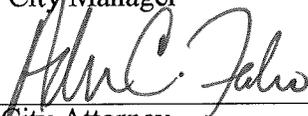
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

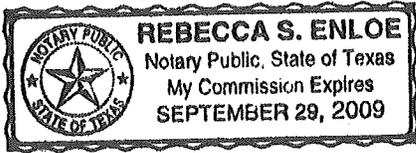
Chief Financial Officer

DATE

STATE OF Texas
COUNTY OF Brazos

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 1ST day of September, 2009
by Billy Prewitt in his/her capacity as Assistant Corp. Sec. of
Brazos Paving, Inc., a Texas Corporation, on behalf of said corporation.



Rebecca S. Enloe
Notary Public in and for the
State of Texas

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



CITY OF COLLEGE STATION
1101 Texas Avenue
College Station, TX 77840
979.764.3823 (Phone) 979.764.3899 (Fax)
www.cstx.gov

**SPECIFICATIONS FOR
ANNUAL BLANKET ORDER OF
CONCRETE CURB/GUTTER & FLATWORK
BID #08-84**

BID OPENING DATE: AUGUST 5, 2008 @ 2:00 P.M. CST

Bids will be received at the City of College Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until August 5, 2008 at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, C.P.M., Buyer, (979) 764-3437. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for an annual agreement for concrete flatwork, curb and guttering with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

NOTE: Bid opportunities are posted on our website at www.cstx.gov. Some bids, but not all, are conducive to receipt of bids via the City of College Station's On-Line Bidding System. These bids are encrypted and remain effectively locked until the due date and time. If you are interested in submitting your bid on-line, you must be registered with the City of College Station. See On-Line Bidding at www.cstx.gov for more information.

SPECIFIC TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms [three (3) years total]. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to

September 24, 2009
Consent Agenda Item No. 2m
BVSWMA CSC Testing and Inspecting Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a testing and inspecting contract #09-293 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$62,000.00 for the Rock Prairie Road Landfill.

Recommendation(s): Staff recommends approval of the resolution approving the testing and inspecting contract with CSC Engineering & Environmental Consultants, Inc. based on their knowledge and previous experience at the Rock Prairie Road Landfill site.

Summary: This resolution approving a testing and inspecting contract with CSC Engineering & Environmental Consultants, Inc. will allow the Rock Prairie Road Landfill to maintain regulatory compliance with TCEQ disposal regulations. Groundwater monitoring are tasks to be completed with the contract. Groundwater Monitoring and testing of all monitoring wells at the facility must be completed twice per year and a written report with the findings of these tests must be submitted to TCEQ for their review and approval. Failure to comply with the requirements of these regulations would place the facility in non-compliance that could warrant administrative action by TCEQ.

Budget & Financial Summary: Contract amount is \$62,000.00. Funding for this contract is available in the BVSWMA Operating Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A TESTING AND INSPECTING CONTRACTOR, APPROVING A TESTING AND INSPECTING SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ROCK PRAIRIE ROAD LANDFILL.

WHEREAS, the City of College Station, Texas, solicited a proposal for the Rock Prairie Road Landfill Testing and Inspecting Services; and

WHEREAS, the selection of CSC Engineering and Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the Testing and Inspecting 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 CSC Engineering and Environmental Consultants, Inc. is the most highly qualified provider of the Testing and Inspecting Services for the Rock Prairie Road Landfill on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract #09-293 with CSC Engineering and Environmental Consultants, Inc. for an amount not to exceed \$62,000 for the Testing and Inspecting Services related to the Rock Prairie Road Landfill.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Operating Fund in the amount of \$62,000.00

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

September 24, 2009
Consent Agenda Item No. 2n
Policy Renewal for Calendar Year 2009

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on obtaining approval for a three month renewal of Excess Liability/Workers Compensation to Star National Insurance Co. for \$69,066 Property/Boiler and Machinery to Affiliated FM for \$22,843 Crime Coverage to Federal Insurance Co. for \$1,140 and EMT Liability to Western World Insurance Co. for \$1,200.

Recommendation(s): Staff recommends approval of the three month renewal of current property casualty policies for period October 1, 2009 through December 31, 2009.

Summary: The approval of a three month renewal on Excess Liability/Workers Compensation, Property/Boiler and Machinery, Crime Coverage and EMT Liability insurance will allow the city to go out for an RFP for all property/casualty lines while taking advantage of no cost increase for the three month period October through December 2009. The RFP process will allow staff to review claims and all associated cost of risk to determine the best alternatives available to the City. The last RFP was completed in 2005.

Budget and Financial Summary: Funds are available in the Property Casualty Fund.

Attachments: Brokers recommendation letter



MCGRIFF. SEIBELS & WILLIAMS OF TEXAS. INC.

5949 Sherry Lane, Suite 1300 • Dallas, TX 75225 • TEL – (469) 232-2100 • FAX – (469) 232-2101

September 11, 2009

Ms. Jane Mears
Risk Manager
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: Renewal Recommendation
October 1, 2009

Dear Jane:

Due to the City's wish to complete the RFP process for a 12/31/09 renewal, your current insurance carriers have agreed to extend the current coverage at the current rates until 12/31/09. The extension premiums will be approximately as follows (premium pro-rata needed from carriers):

- Property/Boiler & Machinery Insurance - \$22,843 Premium with Affiliated FM
- Crime Coverage - \$1,140 Premium with Federal Insurance Company
- Excess Liability and Workers' Compensation Coverage - \$69,066 Premium with Star National Insurance Company
- EMT Liability - \$1,200.54 with Western World Insurance Company

Please review this information and let us know if you have any questions. We look forward to continuing our relationship with the City of College Station. Thank you.

Sincerely,

Johnny Fontenot, CPCU, ARM, AIC
Senior Vice President

tkh/JF

September 24, 2009
Consent Agenda Item No. 2o
Public Employee Benefits Alliance ILA

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action and discussion regarding an Interlocal Agreement (ILA) between the City of College Station and Public Employee Benefits Alliance (PEBA) for annual membership.

Recommendation(s): Staff recommends approval of the ILA providing for City of College Station membership with PEBA.

Summary: PEBA was established on January 13, 2006 by the entry of certain local governments of the State of Texas into a charter interlocal agreement. These local governments created PEBA pursuant to Chapter 791 of the Texas Government Code and /or Chapter 271 of the Local Government Code to administer an agreement to combine the purchasing power of the participating local governments in order to increase their bargaining power in negotiations with providers of products and services relating to employee benefits.

Budget & Financial Summary: Annual membership cost is \$500.

Attachments:

1. ILA
2. PEBA Bylaws

PUBLIC EMPLOYEE BENEFITS ALLIANCE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between the City of College Station, a political subdivision of the State of Texas (the "Member"), acting through its CITY COUNCIL, and the Public Employee Benefits Alliance ("PEBA"), as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791.

1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as "political subdivision" is defined in Section 791.003 of the Texas Government Code.
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Section 791.003 of the Texas Government Code.
- 1.3 The Member desires to join PEBA in order to cooperatively purchase goods, services and other items to be used in the Member's provision of employee benefits.
- 1.4 The Member acknowledges that this Agreement is a contract with PEBA and that PEBA may contract with other political subdivisions wishing to participate, at the discretion of PEBA.
- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in PEBA.

2. AGREEMENT

- 2.1 Entry Into PEBA. For and in consideration of the premises and the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining PEBA.
- 2.2 PEBA Not an Insurer. PEBA is not an insurer. All benefits and related services purchased through PEBA are authorized pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and other applicable provisions of Texas law.
- 2.3 Administrative Contract with the TMLIEBP and HEBP. PEBA may contract with the TML Intergovernmental Employee Benefits Pool ("TMLIEBP"), the Texas Association of Counties Health and Employee Benefits Pool ("HEBP") or other entity to aid in the performance of the Agreement and the operation of PEBA.

3. TERMS AND CONDITIONS

- 3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement

shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate dues or contribution. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

- 3.2 Agreement Binds Members. Member agrees to be bound by this Agreement and the Bylaws, policies and procedures of PEBA (as they are currently in force or hereafter may be adopted or amended), which collectively establish the conditions for membership in PEBA. The Bylaws of PEBA are incorporated herein by reference and made a part of this Agreement for all purposes as if fully set out herein. Any amendment to the Bylaws shall become binding on the Member immediately upon its adoption.
- 3.3 PEBA's Services. PEBA shall provide the administrative and support services, including drafting bid or request for proposal ("RFP") documents, and conducting negotiations with vendors, to allow Members to cooperatively purchase goods, services and other items to be used in the Members' provision of employee benefits.
- 3.4 PEBA Procedures and Bylaws. Member shall furnish all the information that PEBA deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of PEBA.
- 3.5 Payments and Conditions. Payments and contributions shall be made by the Member to PEBA at Austin, Travis County, Texas on the dates and in such amounts as PEBA requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by PEBA from Member will be held and managed for the benefit of the several Members, not the individual officials, employees, retirees of the Member, or the dependents of these officials, employees or retirees. All payments by Member under this Agreement shall be from funds currently available to Member.
- 3.6 Coordinators. Member hereby designates and appoints, as indicated in the space provided below, a PEBA Coordinator of department head rank or above and agrees that PEBA shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, Member's PEBA Coordinator, with respect to services hereunder, shall be binding on the Member. Member reserves the right to change its PEBA Coordinator from time to time by giving written notice to PEBA.

- 3.7 Plan Administrator. PEBA is not a plan administrator of any employee benefits plan. Member will serve as its own plan administrator, or designate another entity to carry out the functions of Plan Administrator. Each Member retains the rights, duties and privileges of the Plan Administrator and acknowledges it has all responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and Plan participants
- 3.8 Member Responsible. Member acknowledges that it may choose which goods or services or items (if any) it wishes to purchase collectively through PEBA and that there is no obligation to participate in any bid or RFP issued through PEBA. Member further acknowledges that when goods or services or items are purchased through PEBA, the Member, and not PEBA, is responsible for the payment for these goods or services or items. This Agreement shall not be exclusive, and each Member shall be free to make any Interlocal Agreement for services with any other Member or nonmember political subdivision.

4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement shall represent the complete understanding of the parties and may not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.
- 4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.
- 4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.
- 4.4 Notices. Any notice required to be given or payment required to be made to PEBA shall be deemed properly sent if addressed to:

Public Employee Benefits Alliance
c/o TML Intergovernmental Employee Benefits Pool
PO Box 149190
Austin, TX 78714-1337

and deposited in the United States mail with proper postage. PEBA may change its address by giving notice to the Members.

- 4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. PEBA and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

**PUBLIC EMPLOYEE BENEFITS
ALLIANCE**

By: _____

Date: _____

MEMBER'S PEBA COORDINATOR

Name: _____

Address: _____

Phone Number: _____

e-mail: _____

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: _____

INVOICE

Public Employee Benefits Alliance

Invoice for The City of College Station

PEBA Anniversary Date: June 30th

Invoice #: **01**
Invoice Date: **8/14/09**
Customer ID: **The City of College Station**

Bill To:
The City of College Station

kvoitier@cstx.gov

Remit To:
PEBA
c/o TML IEBP
Attn: Nickie Lyons
1821 Rutherford Ln., Suite 300
Austin, Texas 78754

Description	\$ Amount
PEBA Annual Membership Renewal 6/30/09-6/29/10	\$500.00
PEBA Pre & Post 65 Retiree RFP fee	\$1850.00
Total Amount Due	\$2350.00

**BYLAWS OF THE PUBLIC EMPLOYEES
BENEFITS ALLIANCE**

**ARTICLE I
Creation of PEBA**

The Public Employee Benefits Alliance (hereinafter referred to as “PEBA”) was established on January 13, 2006 by the entry of certain local governments of the State of Texas into a charter interlocal agreement. These local governments created PEBA pursuant to Chapter 791 of the Texas Government Code and /or Chapter 271 of the Local Government Code to administer an agreement to combine the purchasing power of the participating local governments in order to increase their bargaining power in negotiations with providers of products and services relating to employee benefits for officials, employees, retirees, and their eligible dependents, of counties, cities, school districts and other local governments of the State of Texas and any other state of the United States of America.

**ARTICLE II
Definitions**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

- A. Board: the Board of Directors of PEBA;
- B. Charter Member: a local government which signed the charter interlocal agreement that formed PEBA.
- C. Member: A member of PEBA may be any one of the following: (1) a local government which enters into and maintains the requisite contractual relationship through an intergovernmental agreement with PEBA; (2) a Charter Member of PEBA; (3) a member of a Pool that is a Charter Member of PEBA.

**ARTICLE III
Purposes**

A. PEBA is a combination of local governments and is organized for the benefit of local governments. PEBA will administer the cooperative purchasing of goods, services and other items to be used in the Members’ provision of employee benefits. This cooperative purchasing will assist Members in controlling costs by taking advantage of economies and efficiencies of scale, and lessen the burdens of

government. PEBA is not intended to operate as an insurance company, or to pool risks among its Members, but to administer cooperative purchasing endeavors on behalf of its Members.

B. Although PEBA's aim is to generate savings for its Members and not to generate income for PEBA, any income received and accepted by the Board to be administered under these Bylaws may be held and invested for PEBA in such a manner as the Board shall determine. The investment policy of PEBA shall be established by resolution of the Board in compliance with the Public Funds Investment Act and may be changed from time to time.

C. No part of the income or assets of PEBA shall inure to the benefit of or be distributable to its directors, officers, Members, or private persons, except that PEBA may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the purposes set forth herein. This section does not prevent the Board from reimbursing members of the Board for reasonable and necessary expenses connected with service on the Board.

D. Upon dissolution of PEBA, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of PEBA, distribute all the assets of PEBA either to the then-current Members, which are organizations whose income is excluded from federal income taxation under section 115(1) of the Internal Revenue Code and who contributed to any remaining surplus pro rata in proportion to their annualized contributions, or to a successor entity whose income is excluded from federal income taxation under section 115(1) of the Internal Revenue Code.

ARTICLE IV
Non-Waiver of Governmental or Other
Immunity or Monetary Limits

All funds, plus earned interest, contained within PEBA are funds derived from the Members or earnings thereon. It is the intent of the Members that, by entering into interlocal participation agreements to become Members of PEBA, they do not waive and are not waiving any immunity or damage limits provided by law to PEBA, its Members, or their respective officers or employees. PEBA and its Members expressly reserve their governmental immunity. No provision of these Bylaws, any interlocal agreement, or any other document governing PEBA's creation or operation shall be construed to waive PEBA's governmental immunity, or that of a Member.

ARTICLE V
Powers

A. The powers of PEBA to perform and accomplish the purposes set forth above shall be the following, subject to the financial limits of PEBA and the procedures set forth in these Bylaws:

1. To administer such cooperative purchasing endeavors as are approved by the Board and that directly relate to the provision of employee benefits for Members .
2. To reasonably charge Members and/or vendors for services provided, including the costs of operation;
3. To retain employees, agents and independent contractors necessary to administer and achieve the purposes of PEBA, including but not limited to attorneys, accountants, financial advisors, administrators, investigators, experts, consultants and others;
4. To purchase and lease real property, equipment, machinery, and personal property;
5. To hold all funds contributed by Members and to invest such funds in investments authorized by the Board pursuant to its investment policy;
6. To carry out such other activities as are necessarily implied or required to carry out the purposes of PEBA;
7. To sue, to the extent authorized by law;
8. To enter into contracts;
9. To enter into interlocal participation agreements with local governments eligible to become Members under these Bylaws and to vary the provisions of such agreements in accordance with the policies and decisions of the Board;
10. To require at any time the execution by a Member of a new interlocal participation agreement within sixty (60) days of the Member's receipt of such new agreement, or in the absence of execution, to terminate the Member's participation in PEBA in accordance with Article XVI of these Bylaws;

11. To reimburse Directors, to the extent funds are available, for reasonable and approved expenses;
12. To purchase insurance and fidelity bonds from an insurance company approved by the Texas Department of Insurance to write surety bonds in Texas;
13. To enforce the terms of the interlocal participation agreements into which it enters with Members.

B. PEBA shall have only those powers consistent with Texas law, these Bylaws, the interlocal participation agreements entered into with Members, and any amendments adopted hereto and as otherwise provided by law.

ARTICLE VI **Participation**

Membership in PEBA shall be limited to local governments that agree to abide by the standards for membership adopted by the Board, to abide by the Bylaws, and to enter into interlocal participation agreements with PEBA. The Board may establish a minimum initial period of participation for new Members, which shall be for a period of not less than one year, subject to the payment of such sums and under the conditions established in these Bylaws. PEBA may refuse to accept any applicant for membership.

ARTICLE VII **Duration of Membership**

All Members of PEBA, unless terminated or expelled pursuant to the withdrawal or expulsion provisions of these bylaws, may remain Members indefinitely.

ARTICLE VIII **Obligations of Members**

The obligations of the Members are:

A. To pay promptly amounts due to PEBA at such times and in such amounts as shall be established pursuant to these Bylaws and the interlocal participation agreement. Failure of a Member to pay any amount due within thirty (30) days of receipt of an invoice may result in the assessment of a late fee at a rate not to exceed the maximum interest rate allowed by law;

B. To designate in writing a representative to serve as a coordinator with PEBA (a “PEBA Coordinator”). The PEBA Coordinator must be an employee or officer of the Member and of department head rank or above, but may be changed from time to time;

C. To allow PEBA and its agents, contractors, and officers, reasonable access to records of the Member, as required for the administration of PEBA;

D. To cooperate fully with PEBA's agents, contractors, or officers of PEBA in activities relating to the purposes and powers of PEBA;

E. To pay to a contracted vendor all amounts due for products, services and other items purchased by the Member collectively through PEBA, and to agree that PEBA will not be financially responsible for any failure to perform by the vendor or the Member.

ARTICLE IX **Charges/Dividends**

A. PEBA may charge the Members and/or the vendors for the services provided, with such charges being established by the Board and fully disclosed to the Members.

B. Any surplus resulting from an excess of accumulated income over expenses shall be available for the benefit of the membership in accordance with Board determinations, but in no event is any Member entitled to a distribution of such surplus under this section.

ARTICLE X **Board of Directors and Officers**

A. The Initial Board of Directors, as constituted by the Charter Interlocal Agreement, will serve through December 31, 2007. The Initial Board of Directors shall select a Chair and Vice Chair from among the Initial Directors. The Initial Board Chair shall appoint a Secretary, who may or may not be an Initial Director, to keep the minutes and records of the Initial Board.

B. After December 31, 2007, the Board shall be comprised of ten (10) persons, three (3) of whom shall be non-voting as set forth in Article X, section E, below. No Member may have more than one employee or elected official on the Board at any one time. A Board member shall be an employee or an elected or appointed official of a local government that is a member of PEBA, shall not be currently under indictment, and shall not have been convicted of a crime of moral turpitude.

Employees of the Texas Association of Counties, the Texas Association of School Boards, Inc., and TML Intergovernmental Employee Benefits Pool are not eligible to be full members of the Board, but may serve as *ex officio*, non-voting members of the Board, pursuant to Article X. § E of the Bylaws, The withdrawal of a Member shall vacate the membership on the Board of Directors of any employee or elected or appointed official from the withdrawing Member. Any Board member who ceases to be an employee or elected official of a Member shall immediately cease to be a member of the Board of Directors.

C. On or before December 31, 2007, the Board of Directors shall be elected by the Members. Three of such Directors, to be known as Group A Directors, shall serve a term of two (2) years. Another four of such Directors, to be known as Group B Directors, shall serve a term of three (3) years. The regular term of office shall be three (3) years. No person shall serve more than three (3) consecutive full terms as Director. The term for Group B Directors is a full term. Group A and B Directors will be elected from a slate of candidates submitted by the Initial Board of Directors.

D. The officers of the Board shall consist of a Chair and a Vice Chair, who shall be designated annually by a majority vote of the Board. The Chair shall appoint a Secretary, who may or may not be a member of the Board itself, to keep the minutes and records of the Board.

E. Directors shall be selected by a combination of election and appointment. One (1) Director shall be appointed by the Texas Association of Counties Health and Employee Benefits Pool (“HEBP Director”). One (1) Director shall be appointed by the Texas Association of School Boards Risk Management Fund (“TASB RMF Director”). One (1) Director shall be appointed by the TML Intergovernmental Employee Benefits Pool (“TML IEBP Director”). The HEBP Director, TASB RMF Director and TML IEBP Director are referred to collectively as the Pool Directors. The Pool Directors may be appointed from members of the boards of directors of the respective pools, or from elected officials or employees of local governments that are members of the respective pools. In addition to these voting seats on the Board, HEBP, TASB RMF and TML IEBP shall each appoint a non-voting *ex officio* member to the PEBA Board of Directors. Such appointees shall be employees of the respective Pools or employees of the Associations associated with the Pools, and shall serve in an advisory capacity.

The remaining four (4) Directors shall be elected in the following manner: the Chair of PEBA shall, with the concurrence of the Board of Directors (or its Executive Committee), select a nominee for each elected Director position. Together with a ballot, notice of the nomination shall be mailed by the Secretary to the PEBA

Coordinator of every Member. The elected Directors shall consist of one (1) representative from a city Member; one (1) representative from a school district Member; one (1) representative from a county and one (1) representative at large. Each mayor, county judge, chief executive officer or other designee of each Member shall, on behalf of the Member, cast the ballot by mail or other method which may be prescribed by PEBA's Board of Directors. The ballots which are received by the Secretary no later than 5 p.m. on the fourteenth (14th) day after the date of issuance of the notice of nomination shall be canvassed by the Secretary and approved by the Chair of PEBA's Board of Directors, subject to the discretion of the whole Board of Directors to review and approve the canvass. The person receiving the highest number of votes shall be elected to the office. The Secretary shall notify the Members of the results of the canvass.

F. Any Director who fails to attend two (2) or more meetings, whether regular or special, within a 12-month period without having been excused by the Chair, shall be deemed to have resigned. The Chair may excuse a Director from attendance at a meeting of the Board for good cause.

G. A majority of members of the Board, as the Board is constituted at the time, shall constitute a quorum. Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board, except as otherwise provided herein. Any vacancy on the Board due to death, resignation, disqualification, or inability to act shall be filled for the unexpired term by selection of another member in the same manner that the original member was selected. The designation of a person to fill an unexpired term of a Director shall not be deemed to create service in a consecutive term for purposes of the prohibition of paragraph B of this Article.

H. The duly appointed or elected, qualified and acting Members of the Board shall serve without compensation, but shall be entitled to reimbursement of reasonable expenses incurred in the performance of their official duties, if funds are available, upon the approval of such expenses by the Board or pursuant to Board policy.

I. The Directors shall not be deemed to have the duties of trustees under the Texas Trust Act or the common law, but shall be ordinary fiduciaries. They may act in accordance with the business judgment rule and the other constituencies doctrine.

J. No Director shall vote on an agenda item related to a service contract between PEBA and the Member which the Director represents. Neither a Director, nor the local government a Director represents, shall submit a proposal to PEBA in response to a Request for Proposals published by PEBA for services or products related to

employee benefits. However, TAC, TASB and TML IEBP may provide administrative assistance and services to PEBA.

K. If a Director appointed pursuant to Article X, Section E ceases to serve for any reason, the entity that appointed that Director shall appoint an individual to fill the vacancy. If a Director elected pursuant to Article X, Section E ceases to serve, the Chair shall appoint an individual to fill the vacancy. An individual appointed under this section serves for the remainder of the term of the Director the individual replaced.

ARTICLE XI
Powers and Duties of the Board of Directors

A. PEBA's Board of Directors shall have all the powers and duties necessary for the accomplishment of the purposes and goals of PEBA, including but not limited to the following specific powers and duties:

1. To contract for such professional services as it may deem necessary and to fix the time, manner, and payment therefor;
2. To carry out or supervise the performance of all of the duties necessary for the proper operation and administration of PEBA on behalf of PEBA Members. The Board shall have all of the powers necessary and desirable for the effective administration of the affairs of PEBA, including the power to delegate certain functions to contractors as described herein;
2. To adopt a Plan of Operation, and to adopt rules to carry out the requirements of and implement the Bylaws and Plan of Operation and all interlocal participation agreements with its Members;
3. To establish the fees and other payments to be paid by the Members to cover the costs of operating PEBA ;
4. To develop and prepare the interlocal participation agreement or agreements to be entered into by political subdivisions to become Members of PEBA, including different agreements to effect different objectives;
5. To set a budget and any necessary revisions to the budget;
6. To establish policies for the investment and disbursement of funds;

7. To arrange for the investing of the monies of PEBA in accordance with the Board's investment policy and to open and maintain bank and other accounts as are deemed necessary by the Board;
8. To have an audit performed by a certified public accountant at the end of each fiscal year if the revenues to PEBA are in excess of \$250,000(?);
9. To form and delegate to committees and provide other services as needed by PEBA;
10. To do all acts necessary and proper for the operation of PEBA and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws;
11. To implement the dissolution of and disbursement of assets of PEBA following a determination made pursuant to the provision of Article III, Section D;
12. To require at any time the execution by a Member of a new interlocal participation agreement within sixty (60) days of receipt of such new agreement by mail, or in the absence of execution, to terminate the Member's participation in PEBA at the option of the Board, in accordance with Article XVI of these Bylaws;
13. The Board shall have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or under any other law. All such contracts, leases, and other agreements shall be approved by resolution of the Board and shall be executed by those individuals designated in such resolution. However, the Board's designee shall have the power to execute interlocal participation agreements in accordance with the policy or practice of the Board without the necessity of express Board action on each such agreement. Additionally, the Board shall have the power to delegate all the above mentioned functions to contractors as permitted under these Bylaws or other law. In the absence of such designation or delegation, all agreements shall be executed by the Chair or Vice Chair.

B. The Chair of the Board may appoint an Executive Committee or designee of the Board to handle the affairs of the Board between the regular Board meetings or any of the called Board meetings. The Board shall review the actions of the Executive Committee at each Board meeting to ratify any actions taken. The Chair may appoint

other committees with authority specifically granted by the Board and subject to its supervision. The Board may dissolve any such committee at any time.

ARTICLE XII
Meetings of the Board of Directors

A. Meetings may be called by the Chair or by a majority of the Directors or by a waiver of notice that is executed by all of the Directors.

B. All acts of the Board shall require a majority vote of the Directors present and voting, except as otherwise specifically provided in these Bylaws.

C. To the extent allowed by law, any meeting of the Board may be held by telephone conference call in which all or certain of the Directors are not physically present at the place of the meeting, but all or some participate in the conduct thereof by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such a meeting, all participating Directors, including those participating by telephone, shall be considered present and acting.

ARTICLE XIII
Liability of Board of Directors

A. Members of the Board of Directors of PEBA and any employees thereof, shall not be personally liable to any Member, official, employee, retiree, eligible dependent of a Member, or any other person for any acts performed or omitted in good faith or in accordance with relevant objective standards. PEBA shall use its available resources to defend and indemnify the Members of PEBA's Board of Directors and employees thereof, against/any and all expense, including attorney's fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against said Members of the Board of Directors and such employees involving or pertaining to any of their acts or duties performed or omitted for PEBA in accordance with the above standards. PEBA may, if funds are available, purchase insurance providing coverage for the Directors and employees thereof. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecutions of such litigation.

B. PEBA may obtain a bond or other security to guarantee the faithful performance of the duties of each Director.

ARTICLE XIV
Bond

Each member of the Board and each employee who has any authority over money in PEBA or money collected or invested by PEBA may be required by the Board to execute a bond in an amount determined by the Board, conditioned on faithful performance of his or her duties. The cost of the bond shall be paid by PEBA.

ARTICLE XV
Withdrawal from Membership

A. Any Member may withdraw from PEBA by giving at least thirty (30) days' written notice to the Board of its desire to withdraw. A withdrawing Member shall have no right to any portion of the assets or accumulated surplus of PEBA.

ARTICLE XVI
Expulsion of Members

A. By a majority vote of the Board, not including any Director disqualified pursuant to Article XVI. B., any Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons:

1. Failure to allow PEBA or its administrators reasonable access to records of the Member necessary for proper administration of PEBA;
2. Failure to fully cooperate with PEBA's administrators or other agent, contractor, or any officer of PEBA;
3. Failure to carry out any obligation of a Member which impairs the ability of PEBA to carry out its purposes or powers;
4. Failure to comply with the obligations of Members as set forth in Article VIII of these Bylaws;
5. Failure to execute a new interlocal participation agreement with PEBA when required under Article V, paragraph 10 and under Article VIII, paragraph A of these Bylaws; or

B. The vote of a Director who is employed by, an officer of, or otherwise representing a political subdivision proposed to be expelled shall not be counted in determining the number of votes required nor shall such Director be entitled to vote on the expulsion of his or her own political subdivision.

C. Except for nonpayment of an obligation to PEBA, no Member may be expelled except after written notice from the Board of Directors of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision, which shall be held within thirty (30) days after the expiration for the time to cure has passed. A decision by the Board to expel a Member after notice of hearing and failure to cure the alleged defect shall be final and take effect sixty (60) days after the decision to expel is rendered by the Board. After expulsion, the former Member shall continue to be liable for any unpaid contributions and to make any payment for which an obligation arose prior to expulsion or in accordance with any contract provisions. The expelled Member shall not be entitled to any reimbursement of contributions that are to be paid or that may become payable in the future; provided, however, the expelled Member shall be entitled to receive all distributions which are declared before expulsion of the Member and are given in accordance with Board determinations, subject to a set-off for any outstanding obligation to PEBA. If the Member is expelled prior to the end of Member's annual coverage period, normal short-rate earned premium factors will be applied to determine the obligation of the Members.

D. Notwithstanding any other provision in these Bylaws, the Board may terminate the membership and expel a Member without further notice if any payment owed by the Member to PEBA remains outstanding beyond sixty (60) days of the due date.

E. Expulsion shall be in addition to any other remedy which otherwise exists.

F. Expulsion is without prejudice to that local government's ability to reapply for membership in PEBA.

ARTICLE XVII

Contractual Obligation

A. An original or certified or attested copy of each Member's executed interlocal participation agreement shall remain on file with PEBA.

B. Except to the extent of the financial payment to PEBA agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of PEBA to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, agency, indemnification or responsibility for the debt of or claims against any other Member.

ARTICLE XVIII
Fiscal Year

The fiscal year of PEBA shall be the calendar year or other twelve (12) month period as established by the Board of Directors.

ARTICLE XIX
Severability

In the event that any article, provision, clause or other part of these Bylaws is held invalid or unenforceable by a court of competent jurisdiction, such validity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are declared to be severable.

ARTICLE XX
Amendment of Bylaws

A. The Board may amend these bylaws at any meeting of the board. Any amendment to the Bylaws shall become binding on any PEBA Member upon its adoption. The provisions of any amendment which alter the rights of a Member which would otherwise exist under a contract shall be effective on the thirtieth (30th) day after written notice of the provision has been served on the Member in accordance with the contract provisions, or otherwise as the parties may agree.

B. Notwithstanding the provisions of Article XX, Section A, amendments to Article III, Purposes, can only be amended by a majority vote of the entire PEBA Membership. Each Member shall have one (1) vote.

ARTICLE XXI
Notices

A. Any notice required or permitted by these bylaws to be given to a Member, a Director, an officer, or member of a committee of PEBA may be given by facsimile, mail, telegram, or e-mail. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the PEBA's records, with postage prepaid. If given by telegram, a notice is deemed delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the PEBA's records. If given by facsimile transmission, a notice is deemed delivered when printed confirmation of receipt is obtained from the transmitting mechanism. If given by e-mail, a notice is deemed delivered at the moment it is sent. PEBA is not responsible for failure of delayed delivery of notice by

the United States Postal Service, the facsimile service provider, the internet service provider or any other intermediary transmitting the notice. A person may change his or her address in PEBA's records by giving written notice of the change to the secretary of PEBA.

B. Whenever any notice is required by law or these bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

C. A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE XXII

Miscellaneous Provisions

A. These bylaws will be construed under Texas law. All references in these bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

B. To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unregistered organizations such as PEBA. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision. Venue for any dispute arising out of or under these bylaws shall be in Travis County, Texas.

C. The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

D. All singular words include the plural, and all plural words include the singular.

E. A person may execute any instrument related to PEBA, except a vote or written consent of a director or committee member, by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

F. The bylaws will bind and inure to the benefit of the directors, officers, committee Members, employees, and agents of PEBA and their respective heirs,

executors, administrators, legal representatives, successors, and assigns except as the bylaws otherwise provide.

CERTIFICATE

I certify that I am the Secretary of the Public Employees Benefit Alliance and that these bylaws constitute PEBA's Bylaws. These bylaws were duly adopted at a meeting of the initial Board of Directors held on January 30, 2006.

Dated: _____

By: _____
Secretary of the Board

September 24, 2009
Consent Agenda Item No. 2p
Weingarten Litigation Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion to authorize additional funds for professional legal services provided by Coats Rose Ryman and Lee for the Weingarten Realty lawsuit through September 30, 2009. The amount requested to be approved will be presented at the meeting.

Recommendation(s): Staff recommends authorization to pay for legal services provided by Coats Rose Ryman and Lee for the Weingarten lawsuit through September 30, 2009, in an amount to be presented to the Council at the meeting.

Summary: Weingarten Realty is suing the City of College Station and City Council Members Dave Ruesink and Dennis Maloney, Mayor Ben White, former Mayor Ron Silvia, former Council Member Lynn McIlhaney, and Planning and Zoning Commissioner Hugh Stearns as a result of the City's denial of Weingarten's application to rezone an undeveloped parcel of land located at the corner of State Highway 6 and Rock Prairie Road.

On February 12, 2009 the City Council authorized legal fees to be paid for this lawsuit up to \$650,000.00. The City has spent \$577,562.17 through June 30, 2009. An invoice for services rendered in July, 2009, totaling \$215,150.54 will exceed the current authority. Coat Rose Ryman and Lee are providing an estimate of potential legal costs for the remainder of the fiscal year and that figure will be presented at the meeting for the Council's approval.

Budget & Financial Summary: Funds are available in the Property Casualty Fund.

Attachments:

None

September 24, 2009
Consent Agenda Item No. 2q
Legal Counsel to Create Landfill Governmental Corporation

To: Glenn Brown, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion to approve an agreement in an amount not to exceed \$60,000 with the legal firm of Andrews Kurth LLP to perform legal work in connection with the creation of a new Texas local government corporation to own and control the Twin Oaks Landfill and authorization for the Mayor to execute the agreement.

Recommendation(s): Staff recommends approval of an agreement with Andrews Kurth LLP to perform legal work in connection with creating a new Texas local government corporation to own and control the Twin Oaks Landfill and authorization for the Mayor to execute the agreement.

Summary: Staff has received a letter of engagement outlining the services proposed by the legal firm of Andrews Kurth LLP in the creation of a local government corporation to own and control the Twin Oaks Landfill. The clients will initially jointly be the Cities of College Station and Bryan.

Final details of the agreement are being resolved with the legal firm and the final agreement (engagement letter) will be provided prior to the Council meeting.

Budget & Financial Summary: It is proposed that funds from the BSWMA Fund will be used to cover this expense as the services will be forming a local government corporation to own and control the Twin Oaks Landfill. It is estimated this expense will not exceed \$60,000.

Attachments:

1. Engagement Letter (to be provided to Council prior to the meeting)

September 24, 2009
Regular Agenda Item No. 1
Public Hearing and Consideration of Budget Amendment # 1

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3202 which will amend the budget for the 2009-2010 Fiscal Year in the amount of \$8,094,128 providing annual 12 month appropriation for the Brazos Valley Solid Waste Management Agency (BVSWMA).

Recommendation(s): Staff recommends the City Council hold the public hearing on Budget Amendment #1, and approve the budget amendment ordinance amending the budget for BVSWMA adding the annual 12 month appropriations for BVSWMA in the amount of \$8,094,128. At the September 14, 2009 BVSWMA Policy Board Meeting the board recommended not approving a 3 month budget for BVSWMA.

Summary: The City Council approved the 2009-2010 annual budget at the September 10, 2009 City Council Meeting. As part of the budget adoption the BVSWMA portion was removed in order to allow the BVSWMA Board to make a recommendation prior to the City Council considering the BVSWMA budget. The BVSWMA Policy Board met on Monday September 14th and recommended not approving a 3 month budget for BVSWMA.

The City of Bryan approved a 3 month budget for BVSWMA.

Budget & Financial Summary: Staff recommends the annual 12 month BVSWMA budget be approved as presented in the proposed budget with the following revisions: removal of the Service Level Adjustment for the additional Scale House Operator in the amount of \$40,666, and a reduction in the General and Administrative Transfer of \$9,468.

The total proposed revised annual 12 month BVSWMA budget is \$8,094,128. Funds for this Budget Amendment will be available through the landfill tipping fees.

Attachments:

1. Ordinance
2. BVSWMA Budget

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 1) AMENDING ORDINANCE NUMBER 3202 WHICH WILL AMEND THE BUDGET FOR THE 2009-2010 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2009-2010 Fiscal Year on September 10, 2009; and

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

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

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

Part 1: That Part 1 of the Budget Ordinance for the 2009-2010 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2009-2010 for the Brazos Valley Solid Waste Management Fund are \$8,094,128. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

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

PASSED and APPROVED this 24th day of September 2009.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson

City Attorney

**CITY OF COLLEGE STATION
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY (BVSWMA)
PRO - FORMA
FISCAL YEAR 2009-2010 THROUGH FISCAL YEAR 2014-2015**

	FY 09 APPROPRIATIONS THROUGH FY08	FY 09 REVISED APPROPRIATIONS	FY 10 PROPOSED APPROPRIATIONS	FY 08 ACTUAL	FY 09 ESTIMATE	FY 10 PROJECTED	FY 11 PROJECTED	FY 12 PROJECTED	FY 13 PROJECTED	FY 14 PROJECTED	FY 15 PROJECTED
REVENUES											
LANDFILL CHARGES	\$ 7,270,000	\$ 6,598,000	\$ 6,598,000	\$ 6,719,647	\$ 6,471,466	\$ 6,598,000	\$ 6,792,000	\$ 6,992,000	\$ 7,198,000	\$ 7,410,000	\$ 7,628,000
OTHER SALES - METHANE GAS	180,000	-	-	-	-	-	180,000	180,000	180,000	180,000	180,000
TRANSFER IN	447,000	120,000	6,000,708	498,527	4,239,292	6,000,708	-	-	-	-	-
INTEREST	-	130,000	130,000	2,380,502	27,723	130,000	104,000	109,000	81,000	76,000	68,000
OTHER	-	-	-	-	-	-	79,000	125,000	426,650	30,500	18,000
TOTAL REVENUES	\$ 7,897,000	\$ 12,848,708	\$ 12,848,708	\$ 9,598,676	\$ 10,888,481	\$ 12,848,708	\$ 7,155,000	\$ 7,406,000	\$ 7,885,650	\$ 7,696,500	\$ 7,894,000
EXPENDITURES AND TRANSFERS											
LANDFILL OPERATIONS	\$ 2,623,780	\$ 2,538,411	\$ 2,538,411	\$ 3,961,621	\$ 4,150,105	\$ 2,538,411	\$ 2,620,000	\$ 2,700,000	\$ 2,790,000	\$ 2,880,000	\$ 2,970,000
ADMINISTRATION	275,872	266,852	266,852	335,085	286,001	266,852	280,000	290,000	300,000	310,000	320,000
EQUIPMENT REPLACEMENT	566,000	1,098,800	1,098,800	-	-	1,098,800	435,300	1,200,000	2,020,800	108,500	80,000
PROPOSED SLAs	1,116,450	260,800	260,800	-	-	260,800	91,000	253,750	261,342	294,182	303,008
PAY PLAN ADJUSTMENTS	23,401	9,509	9,509	-	-	9,509	31,200	31,800	32,400	33,000	33,700
EXPEND & TRANSFERS SUBTOTAL	\$ 4,605,503	\$ 4,174,372	\$ 4,174,372	\$ 4,296,706	\$ 4,436,106	\$ 4,174,372	\$ 3,457,500	\$ 4,475,530	\$ 5,404,542	\$ 3,625,682	\$ 3,706,708
Cash for Capital Projects/Fill Sector Projects											
Debt Funded Capital Projects	\$ 4,710,000	\$ 550,421	\$ 550,421	\$ 1,795,833	\$ 4,021,621	\$ 3,644,838	\$ 3,922,500	\$ 2,454,448	\$ 2,499,425	\$ 1,285,450	\$ 4,428,067
	-	1,944,711	1,944,711	-	4,234,133	6,000,708	-	-	-	-	-
Capital Projects Subtotal	4,710,000	2,495,132	2,495,132	1,795,833	8,259,784	9,645,546	3,922,500	2,454,448	2,499,425	1,285,450	4,428,067
NON-DEPARTMENTAL											
CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER	-	-	-	(765,112)	-	-	-	-	-	-	-
TRANSFERS OUT	-	-	-	-	-	-	-	-	-	-	-
DEBT SERVICE TRANSFER	361,067	757,254	757,254	348,505	361,067	757,254	790,839	798,239	795,189	801,689	807,589
GENERAL & ADMIN. TRANSFERS	-	260,370	260,370	-	-	260,370	266,000	272,000	278,000	284,000	290,000
BRYAN COMPOST FACILITY COSTS	80,000	80,000	80,000	-	-	80,000	80,000	80,000	80,000	80,000	80,000
HOST FEES	166,000	180,000	180,000	104,306	161,330	180,000	190,000	195,000	200,000	205,000	210,000
CONTINGENCY	147,000	147,000	147,000	-	-	147,000	147,000	147,000	147,000	147,000	147,000
NON-DEPARTMENTAL-SUBTOTAL	\$ 754,067	\$ 1,424,624	\$ 1,424,624	\$ 262,301	\$ 602,397	\$ 1,424,624	\$ 1,473,839	\$ 1,492,239	\$ 1,500,189	\$ 1,517,689	\$ 1,534,589
TOTAL EXPENDITURES AND TRANSFERS	\$ 10,069,571	\$ 8,094,128	\$ 8,094,128	\$ 5,830,238	\$ 13,298,287	\$ 15,244,542	\$ 8,853,839	\$ 8,422,217	\$ 9,404,156	\$ 6,428,821	\$ 9,669,363
INCREASE (DECREASE) IN WORKING CAPITAL											
FROM OPERATIONS, <i>modified accrual budgetary basis</i>	\$ (2,172,571)	\$ 4,754,580	\$ 4,754,580	\$ 3,768,439	\$ (2,409,806)	\$ (2,395,834)	\$ (1,698,839)	\$ (1,016,217)	\$ (1,518,506)	\$ 1,267,679	\$ (1,775,363)
BEGINNING WORKING CAPITAL, <i>accrual basis of accounting</i>	\$ 11,410,473	\$ 6,557,513	\$ 6,557,513	\$ 11,256,238	\$ 8,967,319	\$ 6,557,513	\$ 4,161,679	\$ 5,462,840	\$ 4,446,623	\$ 2,928,117	\$ 4,195,797
Measurement Focus Adjustment				\$ (2,153,379)							
RESERVED FOR CLOSURE POST CLOSURE	\$ 9,237,902	\$ 11,312,093	\$ 11,312,093	\$ 8,967,319	\$ 6,557,513	\$ 4,161,679	\$ 5,462,840	\$ 4,446,623	\$ 2,928,117	\$ 4,195,797	\$ 2,420,433
ENDING WORKING CAPITAL, <i>accrual basis of accounting</i>											

City of College Station
Brazos Valley Solid Waste Management Agency
Operations & Maintenance Summary

EXPENDITURE BY DEPARTMENT							
DIVISION	Actual FY08	Revised Budget FY09	Estimated Year-End FY09	Proposed Base Budget FY10	Proposed SLAs FY10	Proposed Budget FY10	% Change in Budget from FY09 to FY10
Landfill Operations	\$ 3,961,621	\$ 4,300,062	\$ 4,150,105	\$ 2,538,411	\$ 1,359,600	\$ 3,898,011	-9.35%
Administration	335,085	305,441	286,001	266,852		266,852	-12.63%
Proposed Pay Plan	-	-	-	-	9,509	9,509	N/A
DEPARTMENT TOTAL	\$ 4,296,706	\$ 4,605,503	\$ 4,436,106	\$ 2,805,263	\$ 1,369,109	\$ 4,174,372	-9.36%

EXPENDITURE BY CLASSIFICATION							
CLASSIFICATION	Actual FY08	Revised Budget FY09	Estimated Year-End FY09	Proposed Base Budget FY10	Proposed SLAs FY10	Proposed Budget FY10	% Change in Budget from FY09 to FY10
Salaries & Benefits	\$ 1,361,663	\$ 1,490,974	\$ 1,412,779	\$ 1,497,214	\$ -	\$ 1,497,214	0.42%
Supplies	640,039	506,330	432,615	403,441	8,100	411,541	-18.72%
Maintenance	295,498	356,220	370,196	327,460	500	327,960	-7.93%
Purchased Services	565,372	591,979	581,551	577,148	16,000	593,148	0.20%
General Capital	1,433,734	1,660,000	1,638,965	-	1,335,000	1,335,000	-19.58%
Other Purchased Services	400	-	-	-	-	-	N/A
Proposed Pay Plan	-	-	-	-	9,509	9,509	N/A
DEPARTMENT TOTAL	\$ 4,296,706	\$ 4,605,503	\$ 4,436,106	\$ 2,805,263	\$ 1,369,109	\$ 4,174,372	-9.36%

PERSONNEL SUMMARY BY DIVISION							
DIVISION	Actual FY07	Actual FY08	Revised Budget FY09	Proposed Base Budget FY10	Proposed SLAs FY10	Proposed Budget FY10	% Change in Budget from FY09 to FY10
Landfill Operations	24.50	24.50	24.50	24.50	-	24.50	0.00%
Administration	3.00	3.00	2.75	2.75	-	2.75	-8.33%
DEPARTMENT TOTAL	27.50	27.50	27.25	27.25	-	27.25	0.00%

Service Level Adjustments:

BVSWMA	Landfill Operations Roll-off Truck	Total Cost: \$ 180,000
BVSWMA	4WD Diesel 1/2 Ton Truck - Environ Comp Officer	35,800
BVSWMA	Track Loader Upgrade to Dozer	783,000
BVSWMA	Heavy Equip Mechanic Svc Truck Upgrade	100,000
	<u>Total Equipment Replacement SLAs</u>	<u>1,098,800</u>
BVSWMA	Landfill Operations - Transition to Grimes County	188,800
BVSWMA	Diesel Powered Portable Light Tower	12,000
BVSWMA	GPS Peer to Peer CAES Upgrade	60,000
	<u>Total Non-Equipment Replacement SLAs</u>	<u>260,800</u>
	<u>BVSWMA SLA Totals</u>	<u>\$ 1,359,600</u>

BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY OPERATIONS

Description & Budget Explanation:

The Brazos Valley Solid Waste Management Agency is responsible for the operation of the Rock Prairie Road Landfill, a regional landfill serving the Cities of College Station and Bryan, Texas A&M University and the 19 surrounding counties.

Program Name: Operations

Service Level: Provide Landfill disposal services to the Cities of College Station and Bryan, Texas A&M University and the surrounding counties.

Performance Measures	FY 08 Actual	FY 09 Approved	FY 09 Estimate	FY 10 Proposed
Workload Indicators				
- # of tons disposed	314,883	N/A	315,969	312,613
- # of disposal facilities managed	1	N/A	1	2
- # of HHW collection events	2	N/A	2	2
- # of Master Composter classes	2	N/A	2	2
- # of educational outreach presentations	67	N/A	60	26
Efficiency Indicators				
- No. of labor hours per ton of waste received at the landfill for disposal.	0.12	0.19	0.18	0.19
- Cost per ton of waste received at the landfill for disposal.	\$10.40	\$12.00	\$12.00	\$12.36
- Landfill Density survey results (lbs. per CY)	1789	1300	1300	1300
- Constructed disposal capacity >180 days	Yes	N/A	Yes	Yes
Effectiveness Indicators				
- # of tons diverted from landfill disposal to be reused or recycled. (i.e. concrete, metal, soil, HHW)	21,696	20,000	20,000	20,600
- Landfill tipping rate	\$25.30	N/A	\$25.30	\$25.30
- Facilities in TCEQ Compliance	Yes	Yes	Yes	Yes

**September 24, 2009
Regular Agenda Item No. 2
13601 & 13679 FM 2154 - Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding a amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from A-O Agricultural-Open to a Planned Development District 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road. Case #09-00500161

Recommendation(s): The Planning and Zoning Commission recommended denial of the request (6-0). Staff also recommended denial of the request

If the rezoning is approved, Staff recommended that the applicant be required to exceed minimum landscaping and buffer standards to alleviate some impact from the development's intensity, that structures on this site be required to have a residential-style pitched roof, not exceeding thirty-five feet in height, and that all setbacks and heights be measured from future back-of-curb estimates based on TxDOT plans for Wellborn Road and W.D. Fitch.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as General Suburban on the Comprehensive Plan which calls for a moderate level of intensity for residential uses. It is also located within Growth Area IV which allows for Suburban/Neighborhood Commercial and Offices uses, in addition to other General Suburban uses. Suburban Commercial is intended to accommodate uses which primarily serve the surrounding neighborhoods with appropriate low-intensity developments which may include pharmaceutical, retail, office, limited gasoline accommodations, and dine-in food service. The proposed uses shown on the Concept Plan are not all consistent with this description. Though all of the uses may be compatible with the Comprehensive Plan at a certain size and level, the inclusion of a drive-thru restaurant and a gasoline distribution area with more than two dispensers causes the proposed Planned Development to be non-compliant.

The Comprehensive Plan promotes neighborhood integrity through the transition of land uses around the fringes of established neighborhoods. In an area planned for General Suburban, a small amount of neighborhood conveniences and offices are appropriate, but the design should include restrictive heights, setbacks, buffering, architectural style, lot coverage, landscape protection, and the like to help the development blend with the neighborhood and to protect the neighborhood from possible nuisances such as light and sound pollution. The proposed development would not only have uses that are intense, but would waiver from some of the development standards that should be increased for mitigation efforts.

The intersection of William D. Fitch and Wellborn Road has been designated as a Primary Arrival Gateway for College Station. Primary arrival gateways are defined as locations where the most substantial gateway enhancements should be installed. This may take the form of significant monument signage, substantial landscaping and streetscaping, fountains, and large-scale art. While it is not incumbent upon a private development to design and install such a gateway, the design of a development should complement the intended public investment.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed PDD is not compatible with the surrounding R-1 Single Family Residential uses due to the number of gasoline dispensers and a drive-thru restaurant. A commercial development of this intensity is not appropriate when abutting residential uses. Large-scale gas and retail centers are more appropriate in areas planned for General Commercial. In addition, drive-thrus are not always appropriate in developments against single family. Drive-thru restaurants are intense uses that impact surrounding residences and are not considered compatible. Drive-thrus associated with less-intense uses (such as a bank) may be compatible if the site was designed to distance the drive-thru from the residential and to mitigate negative effects.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD would permit the following land uses: convenience store, fueling area with more than 2 dispensers, retail, drive-thru restaurant, and bank. Though the Planned Development being proposed is not in compliance with the Comprehensive Plan due to its intensity, the property is well positioned between two major roadways to support some neighborhood or suburban commercial or office activity. The limited access to this site, being only accessed from Wellborn Road which is proposed to have a median, makes this site unsuitable for intense commercial activity.
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, located at the intersection of two major thoroughfares is not a proper location for agricultural or single family uses, but is appropriate as open space until a rezoning and development are considered appropriate. William D. Fitch and Wellborn Road are considered Primary Image Corridors and their intersection is a Primary Arrival Gateway. Being at the intersection of two vital roadways to College Station's movement, this location has an important role in the community identity of south College Station.
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:** At the location of two major thoroughfares and being of developable size, this property is marketable.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main available to serve the property. The 12-inch water main is required to be extended at the time of platting in accordance with the Water Master Plan. There is also an existing 8-inch sanitary sewer main located on the eastern corner of the property. Drainage is generally to the northwest within the Lick Creek Drainage Basin. All utilities shall be designed in accordance with the B/CS Unified Design Guidelines at

the time of Platting and Site Development. The property is proposing taking access from FM 2154 and William D. Fitch Parkway. TxDOT is currently evaluating the proposed driveway locations, and will determine if driveway permits for one or both of the proposed driveways will be granted.

CONCEPT PLAN REVIEW CRITERIA

The applicant's stated purpose of the development is to:

- 1) Satisfy a community need for convenience at a demand center by intercepting traffic; and
- 2) Build an attractive facility that mimics the neighboring residential buildings.

The applicant is requesting a variation to Section 5.4, Non-Residential Dimensional Standards that require a front setback of 25' for a commercial building. All three sides of this triangular shaped property are shown with a 15' setback.

The second variation the applicant is requesting is to Section 7.6, Buffer Requirements, which requires a bufferyard of 15' and a wall to be constructed between commercial and residential uses. The applicant is proposing a 6' bufferyard, but is willing to increase the wall height. In addition, the applicant would like to relocate required buffer plantings to the front on the property to that they may be more visible.

The third variation the applicant is requesting is to Section 7.1.H.2, Height- Single Family Protection, which requires a height limitation ratio of 2:1 when commercial property abuts single family. This means that the building must be twice the distance from the property line as its height. This request is to add a pitch roof to the building, as suggested by the Comprehensive Plan, while remaining close to the property line to utilize space. A height waiver will also allow the building height to be increase to intercept ambient light from the fueling area.

The applicant is requesting two items that vary from a C-3 zoning district, which would be comparable for Neighborhood Commercial. The first is from Section 6.3.G.7 which clarifies the Specific Use Standards for fuel sales and limits the number of vehicles served simultaneously to four. The second is from 6.3.Q.2 which prohibits the use of drive-thru restaurants.

The applicant has stated four acknowledged community benefits as reasons to support the rezoning request. These benefits include a public art display area, saving mature trees, a minimum 5% increase of landscaping, and a minimum 5% increase of masonry and architectural relief elements on the buildings. These items are not displayed on the Concept Plan, but may be included in the rezoning.

The driveway shown on W.D. Fitch has been denied by TxDOT; therefore, the design of this plan is expected to change.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The current character is largely rural on the west side of Wellborn Road, but with significant residential development on the east side. The proposed development would serve the surrounding residential developments, as well as commuters coming from southern Brazos County.

Roof pitch between 19'-24' in height, at least 5% more landscaping than required by ordinance, and at least 5% more architectural relief elements than required by ordinance would make this development more harmonious with the surrounding uses; but decreases in setbacks, bufferyards, and buffer plantings work against the sustained stability, harmony, and character of the area. There is a market for convenience centers such as being proposed, and there is a large commuter base to support the development. However, this center will not contribute to the community identity and unity of south College Station due to its density and intense uses. Instead it will give this area a transient feel instead of bringing together the surrounding neighborhoods.

2. **The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** Though there are portions of the development that are compatible with the Comprehensive Plan General Suburban land use designation, however, overall it is non-compliant. The use of a restaurant drive-thru and more than two gasoline dispensers makes this development more appropriate for an area designated as General Commercial. The main rectangular-shaped building will be between 9,000 and 10,000 square feet and will be oriented toward the intersection. One alternative that Staff suggested was to separate the uses into smaller buildings, but this option was not compatible with the developer's desired commercial density on the property. A reduced buffer will bring the development activity, particularly the drive-thru, even closer to the existing residential uses. These compromises will conflict with the City's obligation to uphold Neighborhood integrity by protecting the long-term viability and appeal of established neighborhoods.
3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed layout proposes a reduction from the minimum buffer standards between commercial and residential uses from fifteen feet of landscaped buffer yard and a wall to six feet of buffer yard and a wall. In addition the applicant wishes to relocate required buffer planting to the "front yard" area thus increasing plant visibility but reducing the buffer. Though the neighboring Home Owner's Association was not concerned about the proposed development, it was expressed that they wished for staff to look out for their best interest and requested that measures be taken to reduce any noise that may be cause from the drive-thru speaker box. If buffer planting are removed from the bufferyard, this request will disregarded. In addition to aesthetics, buffer planting acts barrier for noise, physical, and light pollution. The shrubbery absorbs and deflects some noise coming from the vehicles while trees block additional sound and light from spilling over the required wall. The applicant has proposed to increase the height of the buffer wall in this area to block sound. However, if the wall is to be greater than 8' in height, that must be specified in the zoning ordinance.
4. **Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** There are no proposed dwelling units within the proposed Planned Development.
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The applicant has stated that an area that will be used for the display of local art to benefit students is intended to be incorporated in this development. The location of this display has not been specified at this time. Though not a public improvement, the applicant has stated that they will make efforts to save as many mature trees where practical in relation to the site layout. During the site planning process, additional landscaping

points may be acquired by barricading existing trees over 4 caliper inches. A tree survey was not completed; therefore, an aerial photo of the site is shown below. Though the applicant has stated that an effort will be made, this will not be enforceable because there is no specified commitment. No public open space is being dedicated with this proposal. The concept plan does incorporate a detention area for stormwater management. No parkland dedication is required for commercial projects.



6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** Staff believes that the proposed development will be materially injurious to properties in the vicinity, particularly to the residential properties within Southern Trace that abut the subject property. It could have a negative impact on the resale value these homes and cause an inconvenience to residents due to visibility of ambient site lighting from the large fueling area, as well as noise pollution from the drive-thru order box and cars. If reduced setbacks are granted to this project and the Concept Plan is approved, the development will be denser than would be allowed in a C-1 zoning district which should be the more intense commercial district. If this request was for C-1 zoning, it would be evident that the development should not be located next to single-family residential uses.
7. **The development will not adversely affect the safety and convenience of vehicular bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** Access to this site from W.D. Fitch Parkway has been denied by TxDOT which causes the proposed Concept Plan to be unenforceable. The access point onto Wellborn Road has not been permitted by TxDOT at this time. Since Wellborn Road has a speed limit of greater than 40 MPH and the proposed development will generate more than 50 trips per the peak hour, the driveway to this development will require a right-turn deceleration lane.

A property of 1.5 acres zoned C-1, which is what this development most resembles, would not require a TIA. It would be estimated that the development would generate 75 trips per the peak hour according to the UDO trip generation table. However, a PDD

must be examined by the Administrator for determination that a TIA is required. In this case, the intensity of the development was scrutinized in a cursory transportation impact analysis conducted by the Transportation Planner. It was determined that an estimated 631 trips in the peak hour would be generated by the proposed development. These trips are broken down by land use and assigned trip generation values utilizing the Institute of Transportation Trip Generation Report. The following information was determined:

- (1) 14 gasoline service positions = 219.1 trips per the peak hour
- (2) Bank = 28.8 trips per the peak hour
- (3) Restaurant 142.51 trips per the peak hour
- (4) Retail/Convenience Store = 240.87 trips per the peak hour.

According to the Comprehensive Plan, both W.D. Fitch and Wellborn Road are currently operating at a level of service A-B, and should not be affected by this development. Wellborn is classified as a major arterial and is being widened to six lanes. The Concept Plan does not reflect the widening of this right-of-way. W.D. Fitch Parkway is classified as a freeway and is currently functioning as a divided four lane road. Wellborn and W.D. Fitch can each carry up to 60,000 vehicles per day.

Pedestrian movement is not depicted on the plan; however, that item will be addressed during the platting of this property. Bicycle movements were not addressed; however, bicycle parking is required with all non-residential development.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Concept Plan
4. Draft Planning & Zoning Commission Minutes – September 3, 2009
5. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 3, 2009
Advertised Council Hearing Dates: September 24, 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:

Southern Trace HOA

Property owner notices mailed: 12
Contacts in support: None at time of Staff Report
Contacts in opposition: None at time of Staff Report
Inquiry contacts: 2, One neutral contact from the Southern Trace HOA requested that the speaker box for the drive-thru restaurant be located away from residential property lines.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Freeway/Expressway	None	W.D. Fitch Parkway
South	General Suburban, Growth Area IV	R-1, Single Family Residential	Southern Trace Subdivision
East	Freeway/Expressway	None	W.D. Fitch Parkway
West	4- Lane Major Arterial	None	Wellborn Road

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O, upon annexation
Final Plat: Unplatted
Site development: There are two residential structures on this property currently.



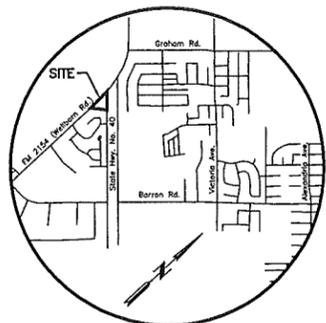
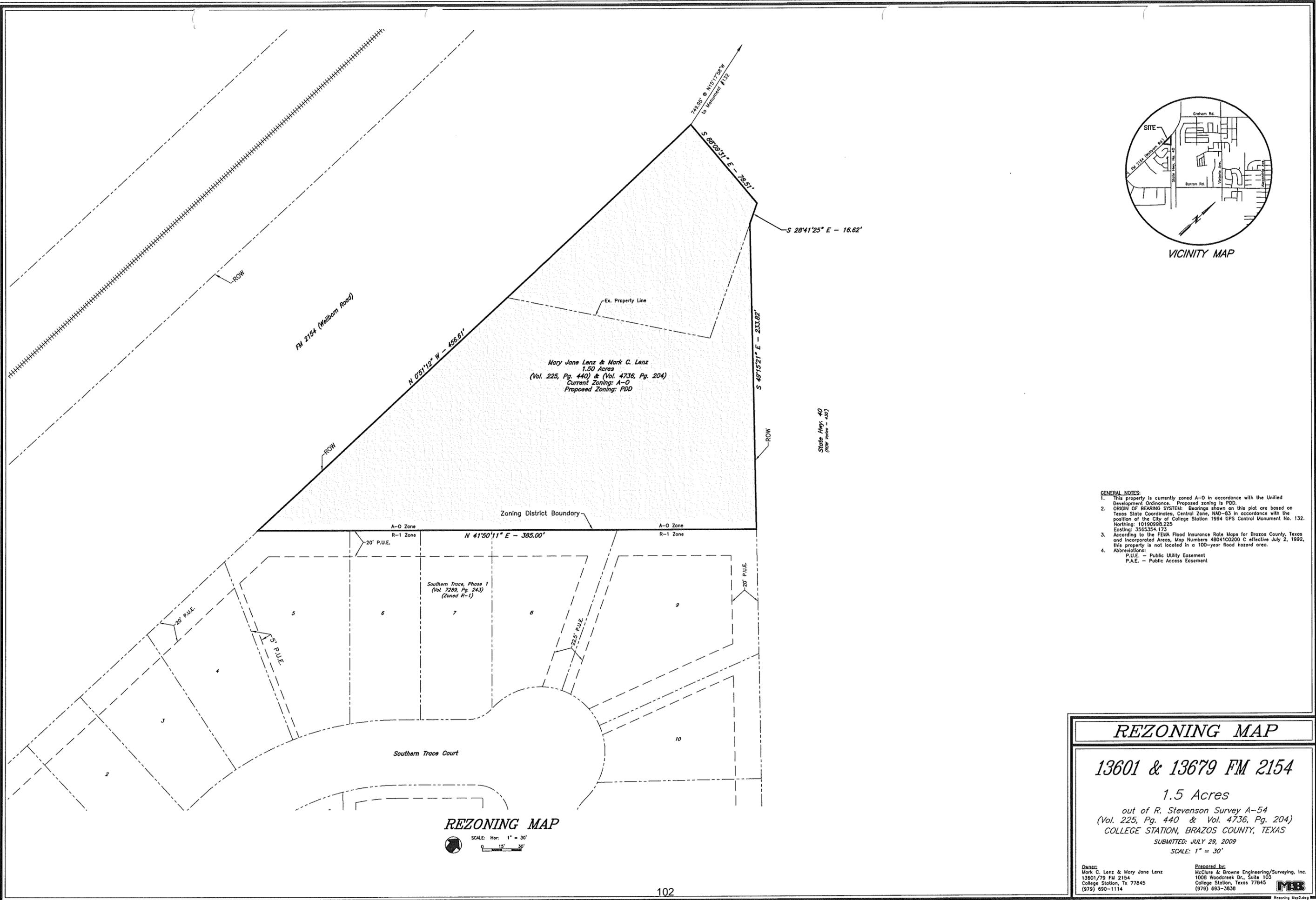
REZONING

Case: 09-161

13601 & 13679 FM 2154

DEVELOPMENT REVIEW





VICINITY MAP

Mary Jane Lenz & Mark C. Lenz
 1.50 Acres
 (Vol. 225, Pg. 440) & (Vol. 4736, Pg. 204)
 Current Zoning: A-0
 Proposed Zoning: PDD

Zoning District Boundary
 A-0 Zone
 R-1 Zone
 N 41°50'11" E - 385.00'

Southern Trace, Phase I
 (Vol. 7289, Pg. 243)
 (Zoned R-1)

REZONING MAP

SCALE: Hor: 1" = 30'
 0 15' 30'

- GENERAL NOTES:**
- This property is currently zoned A-0 in accordance with the Unified Development Ordinance. Proposed zoning is PDD.
 - ORIGIN OF BEARING SYSTEM: Bearings shown on this plot are based on Texas State Coordinates, Central Zone, NAD-83 in accordance with the position of the City of College Station 1994 GPS Control Monument No. 132. Northing: 10190999.225 Easting: 3565354.173
 - According to the FEMA Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Numbers 4804100200 C effective July 2, 1992, this property is not located in a 100-year flood hazard area.
 - Abbreviations:
 P.U.E. - Public Utility Easement
 P.A.E. - Public Access Easement

REZONING MAP

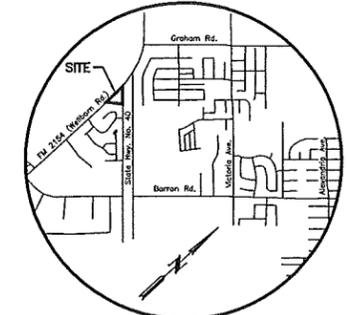
13601 & 13679 FM 2154

1.5 Acres
 out of R. Stevenson Survey A-54
 (Vol. 225, Pg. 440 & Vol. 4736, Pg. 204)
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 SUBMITTED: JULY 29, 2009
 SCALE: 1" = 30'

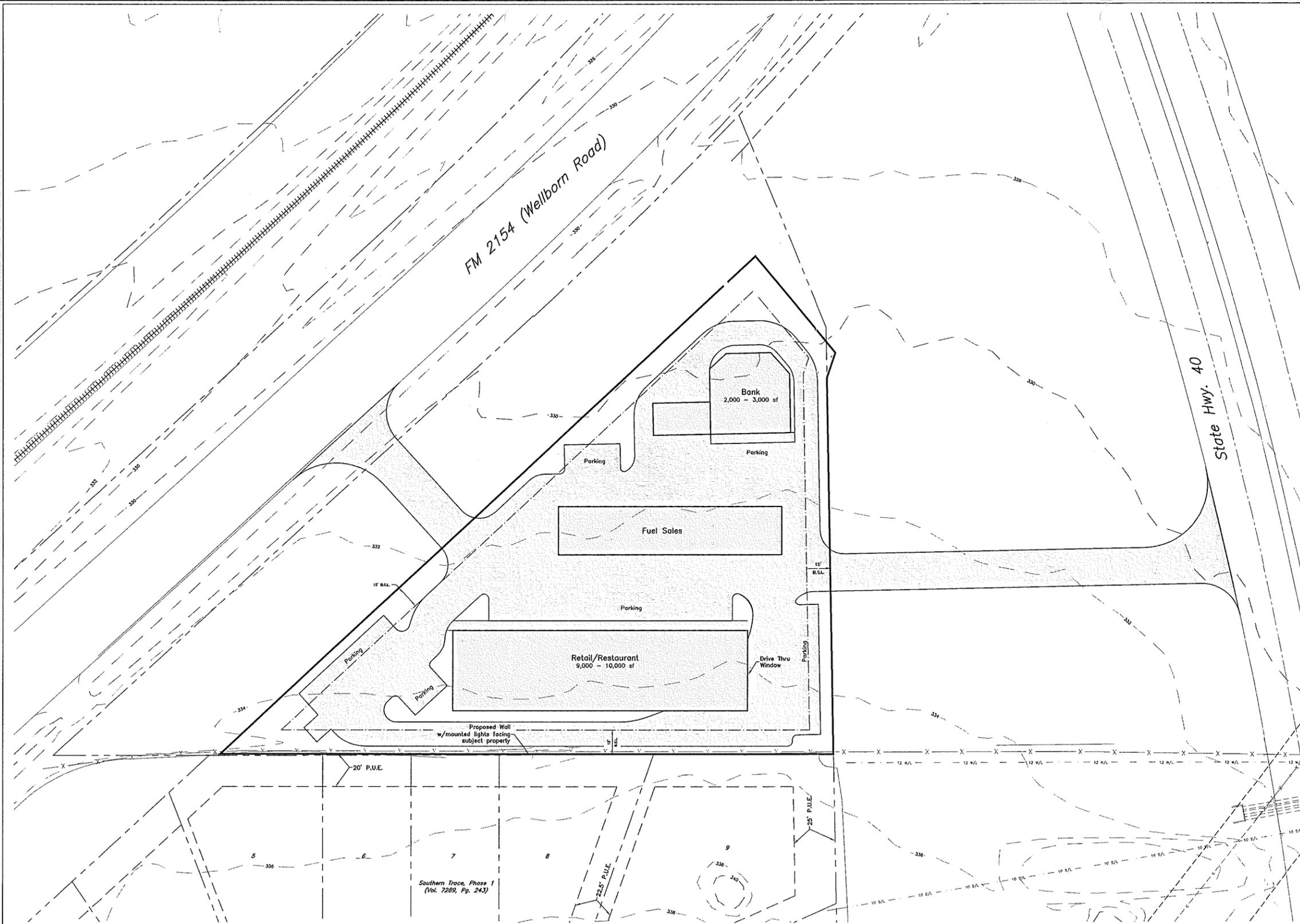
OWNER:
 Mark C. Lenz & Mary Jane Lenz
 13601/79 FM 2154
 College Station, Tx 77845
 (979) 690-1114

Prepared by:
 McClure & Browne Engineering/Surveying, Inc.
 1008 Woodcreek Dr., Suite 103
 College Station, Texas 77845
 (979) 693-3636

09-11-01
 8:17:09
 830
 KH



VICINITY MAP



- GENERAL NOTES:**
1. This property is currently zoned A-0 in accordance with the Unified Development Ordinance. Proposed zoning is PDD.
 2. Proposed Land Use: Retail & Fuel Sales
 3. According to the FEMA Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Numbers 48041C0200 C effective July 2, 1992, this property is not located in a 100-year flood hazard area.
 4. ORIGIN OF BEARINGS SYSTEM: Bearings shown on this plot are based on Texas State Coordinates, Central Zone, NAD-83 in accordance with the position of the City of College Station 1994 GPS Control Monument No. 132. Northing: 10190995.225
Easting: 3565354.173
 5. Existing ground contours on this tract are obtained from the City of College Station's 2005 aerial mapping
 6. Abbreviations:
P.U.E. - Public Utility Easement
P.A.E. - Public Access Easement

Legend

- Property Line
- - - Existing Contour Line

*P&Z
8/9/10/9*

CONCEPT PLAN

SCALE: Hor: 1" = 30'
0 15' 30'

CONCEPT PLAN

**13601 & 13679 FM 2154
RETAIL CENTER**

1.5 Acres
out of R. Stevenson Survey A-54
(Vol. 225, Pg. 440 & Vol. 4736, Pg. 204)
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SUBMITTED: JULY 29, 2009
SCALE: 1" = 20'

OWNER:
Mark C. Lenz & Mary Jane Lenz
13601/79 FM 2154
College Station, Tx 77845
(979) 690-1114

DESIGNED BY:
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 693-3838

09-161
82009
9:15
KH



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, September 3, 2009,
7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Paul Greer, Mike Ashfield, Scott Shafer, Tom Woodfin, and Hugh Stearns

COMMISSIONERS ABSENT: Doug Slack

CITY COUNCIL MEMBERS PRESENT: Katy-Marie Lyles and Dennis Maloney

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Jason Schubert, Staff Planner Matthew Hilgemeier, Graduate Civil Engineer Erika Bridges, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, Director Bob Cowell, 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 7:05 p.m.

2. Hear Citizens.

None

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a Rezoning from A-O Agricultural-Open to Planned Development District for 1.5 acres located at 13601 and 13679 FM 2154, generally located at the intersection of W.D. Fitch Parkway and Wellborn Road. **Case #09-00500161 (LH)**

Lauren Hovde, Staff Planner, presented the Rezoning and recommend denial. She stated that the applicant was requesting a variation to Section 5.4 Non-Residential Dimensional Standards that require a front setback of 25' for a commercial building. All three sides of the triangular shaped property are shown with a 15' setback. The second variation the applicant is requesting is to Section 7.6 Buffer Requirements, which requires a bufferyard

of 15' and a wall to be constructed between commercial and residential uses. The applicant is proposing a 6' bufferyard, but is willing to increase the wall height. In addition, the applicant would like to relocate required buffer plantings to the front of the property so that they may be more visible. The third variation is to Section 7.1.H.2 Height-Single Family Protection, which requires a height limitation ratio of 2:1 when commercial property abuts single family. She stated that the applicant was also requesting two items that vary from a C-3 zoning district, which would be comparable for Neighborhood Commercial. The first is from Section 6.3.G.7 which clarifies the Specific Use Standards for fuel sales and limits the number of vehicles served simultaneously to four. The second is from 6.3.Q.2 which prohibits the use of drive-thru restaurants.

Chairman Nichols opened the public hearing.

Ray Hanson, developer, stated that two dispensers is not marketable and he was proposing 14 gasoline service positions. He also said that he believes there is still an appeal process for access to the site from William D. Fitch Parkway, which was denied by TxDOT.

Jackson Fulham stated that the proposed development is needed in the area for convenience.

Oliver Bishop, 1400 Cordell, stated that he was representing the property owner. He said that if the property is not rezoned it will be unsellable and will diminish the character. He also said that the future of the property owner is dependent on the sale of the property.

Parviz Vessali, 110 Pershing, said that he tried to purchase the property for the same purpose and Mr. Hanson was proposing the best use for the property. He said that the property would lose its value if it is not rezoned.

Chairman Nichols closed the public hearing.

Commissioner Shafer stated that the intent was Neighborhood Retail, but he did not see the relation. He also said that pedestrian connectivity was absent.

Mr. Hanson stated that he believes that TxDOT is putting in sidewalks on State Highway 40, but he was not positive. He said that he agreed to form a deceleration lane with extensive curbs to make it safer for egress and ingress.

Commissioner Stearns stated the he was concerned about the significant impact that this development would have on Junek's.

Mr. Hanson said that the pumps at Junek's had been eliminated and the property was for sale.

Chairman Nichols stated that there are too many variances required for the development to work and another development could fit on the property that is less intense.

Commissioner Greer stated that he was concerned about the access to William D. Fitch being denied by TxDOT.

Commissioner Stearns motioned to recommend denial of the Rezoning. Commissioner Shafer seconded the motion, motion passed (6-0).

6. Adjourn.

Commissioner Greer motioned to adjourn the meeting. Commissioner Shafer seconded the motion, motion passed (6-0).

Meeting adjourned at 9:15 p.m.

Approved:

John Nichols, Chairman
Planning and Zoning Commission

Attest:

Brittany Caldwell, Staff Assistant
Planning and Development Services

ORDINANCE NO. _____

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", 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 PDD, Planned Development:

1.5 Acre Tract
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

ALL THAT CERTAIN 1.5 ACRES TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF THE CALLED 0.697 ACRE (NET) TRACT DESCRIBED IN THE DEED FROM DONALD F. CARROLL AND WIFE, LORENE L CARROLL TO EUGENE HENRY LENZ AND MARY JANE LENZ AS RECORDED IN VOLUME 225, PAGE 440, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING ALSO DESCRIBED AS 1.53 ACRES IN THE DEED FROM DONALD F CARROLL TO MARK CARROLL LENZ AS RECORDED IN VOLUME 4736, PAGE 204, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B", SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "C", AND WITH A CONCEPT PLAN AS DESCRIBED AND SHOWN GRAPHICALLY IN EXHIBIT "D".

EXHIBIT "B"FIELD NOTES
PROPOSED PDD ZONING
1.50 ACRES

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON SURVEY, Abstract No. 54 in College Station, Brazos County, Texas and being a part of the called 0.697 acres tract described in the deed from Donald F. Carroll and wife, Lorene L. Carroll to Eugene Henry Lenz and Mary Jane Lenz recorded in Volume 225, Page 440 of the Brazos County Deed Records (B.C.D.R.) and being a part of the 1.53 acre tract described in the deed from Donald F. Carroll to Mark Carroll Lenz recorded in Volume 4736, Page 204 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the east corner of the said 1.53 acre tract, the north corner of Lot 9, Block One, SOUTHERN TRACE SUBDIVISION as recorded in Volume 7289, Page 243 (O.R.B.C.) and being in the southwest right-of-way line of State Highway 40 (as recorded in Volume 5202, Page 255 [O.R.B.C.]);

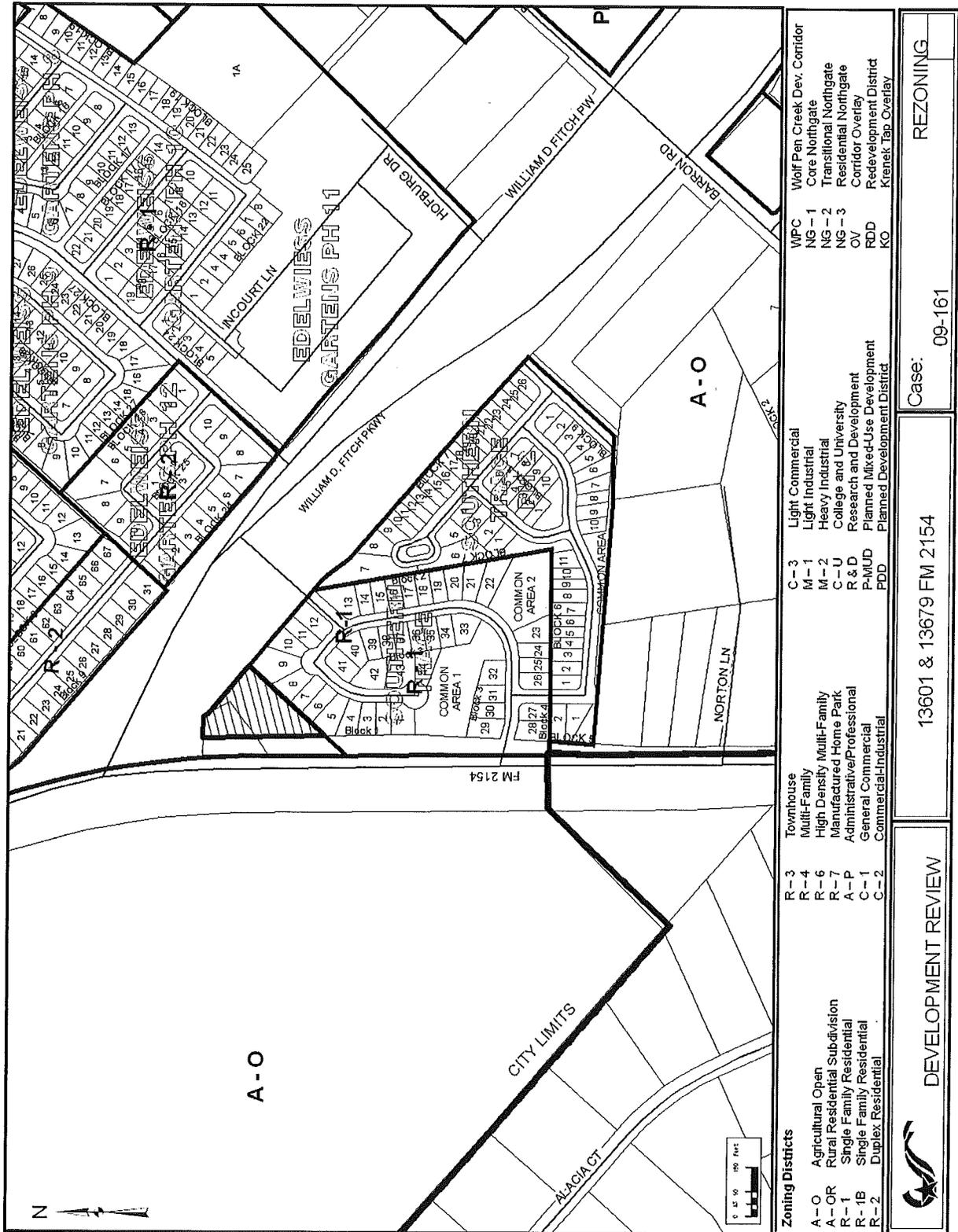
THENCE: S 41° 50' 11" W along the common line of the beforesaid 1.53 acre tract and SOUTHERN TRACE SUBDIVISION for a distance of 385.00 feet to the south corner of this tract, said corner also being in the east right-of-way line of FM 2154 (commonly known as Wellborn Road);

THENCE: N 00° 51' 12" W along the said east right-of-way line of FM 2154 for a distance of 456.61 feet for corner in the north line of the called 0.697 acre tract, said north line being common with the said southwest right-of-way line of State Highway 40;

THENCE: along the said southwest right-of-way line of State Highway 40 for the following three (3) calls:

- 1) S 88° 09' 31" E for a distance of 78.51 feet for corner;
- 2) S 28° 41' 25" E for a distance of 16.62 feet for corner;
- 3) S 49° 15' 21" E for a distance of 233.82 feet to the POINT OF BEGINNING and containing 1.50 acres of land, more or less.

EXHIBIT "C"



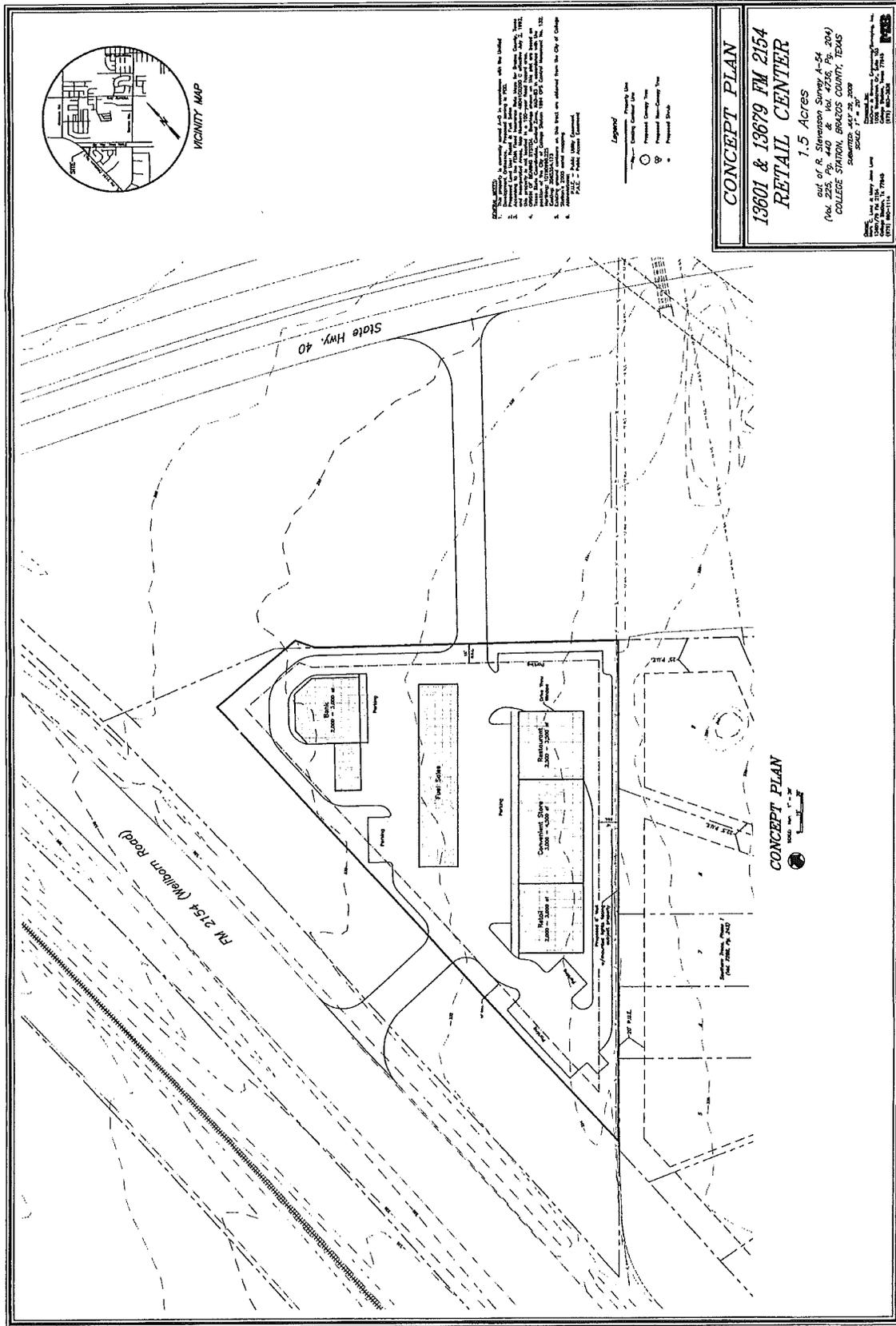
Zoning Districts	R-3 R-4 R-6 R-7 A-P C-1 C-2	Townhouse Multi-Family High Density Multi-Family Manufactured Home Park Administrative/Professional General Commercial Commercial-Industrial	C-3 M-1 M-2 C-U R&D P&UD POD	Light Commercial Light Industrial Heavy Industrial College and University Research and Development Planned Mixed-Use Development Planned Development District	WPC NG-1 NG-2 NG-3 OV RDD KO	Wolf Pen Creek Dev. Corridor Core Northgate Transitional Northgate Residential Northgate Corridor Overlay Redevelopment District Krennek Tap Overlay
DEVELOPMENT REVIEW		13601 & 13679 FM 2154		Case: 09-161		REZONING

EXHIBIT "D"

NOTE: The C-3 Light Commercial Zoning District Regulations shall be applicable except as modified in the attached.

- Purpose Statement: The purpose of the proposed development is to:
Create a zoning district that will integrate commercial uses, large fuel-sale area, and a drive-thru in such a way as to be compatible with surrounding residential uses.
- Uses Allowed: Bank with drive-thru
Fuel Sales (serving more than four vehicles simultaneously)
Restaurant with drive-thru
Retail Sales & Service
- Conditions: Landscaping must exceed City ordinances by at least 5%
Masonry on buildings must exceed City ordinances by at least 5%
Architectural relief elements on buildings must exceed City ordinances by at least 5%
Public Art display be established for children
Noise mitigation for drive-thru speaker box
- Meritorious Modifications to Site Development Standards:
Reduced setbacks to 15'
Reduced bufferyard to 6' in width
Relocate buffer plants to front side of development
Reduced single-family height protection with a maximum of 35' in height
Building will have pitched roofs

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800
KH



CONCEPT PLAN
13601 & 13679 FM 2154
RETAIL CENTER
 7.5 Acres
 out of R. Stevenson Survey A-54
 (Vol. 225, Pg. 440 & Vol. 4216, Pg. 204)
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 SUBMITTED BY: [Signature]
 SCALE: 1" = 30'

CONCEPT PLAN
 SCALE: 1" = 30'

September 24, 2009
Regular Agenda Item No. 3
UDO Amendment – Outdoor Storage and Display

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance, Section 7.11.B "Categories of Outdoor Storage and Display" of the Code of Ordinances of the City of College Station, Texas regarding outdoor displays of merchandise in non-residential districts.

Recommendation(s): The Planning and Zoning Commission considered this item at their September 17th meeting and unanimously recommended approval of the amendment. Staff recommended approval.

Summary: On July 9, 2009, the City Council directed the Planning & Development Services staff to bring an ordinance forward updating the regulations used to determine the size and location of outdoor display areas that retailers are permitted to have. The current ordinance allows outdoor display areas of item actively for sale to be located in an area adjacent to a principal building wall and extending to a distance no greater than five feet from the wall. This amendment allows retailers the option to identify the location of outdoor display areas during the site planning process and limits the allowable area to no more that 10% of the floor area of the building or 2,500 square feet, whichever is less.

Budget & Financial Summary: N/A

Attachments:

1. Proposed ordinance amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTIONS 7.11.B. "CATEGORIES OF OUTDOOR STORAGE AND DISPLAY" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance", Section 7.11.B, "Categories of Outdoor Storage and Display", 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 24th day of September, 2009.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance", Section 7.11.B "Categories of Outdoor Storage and Display", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsection 1, "Outdoor Display", subsection 2, "Permanent Outdoor Sales Area", and subsection 4, "General Outdoor Storage" to read as follows:

B. Categories of Outdoor Storage and Display

1. Outdoor Display

Outdoor display is display of items actively for sale or rent. Outdoor display shall be allowed adjacent to a principal building wall and extending to a distance no greater than five feet from the wall. In lieu of this requirement, a business may obtain site plan approval for outdoor display areas adjacent to the principal building's public entry façade. Such areas shall not exceed ten percent (10%) of the total gross floor area of the principal structure or 2,500 square feet, whichever is less. Such storage shall not be permitted to block windows, entrances, or exits, and shall not restrict pedestrian or vehicular circulation, access, and parking.

2. Permanent Outdoor Sales Areas

Merchandise may be stored or displayed on site for sale to customers. Permanent outdoor sales areas shall be enclosed by a minimum six-foot screen or wall. Such areas shall not exceed 2,500 square feet or ten percent (10%) of the total site area, whichever is less. Permanent outdoor sales areas must comply with district setback requirements. Such areas may not interfere with parking and parking lot requirements. Permanent areas open to the public for the display and/or sale of merchandise shall be shown on a site plan and will be included in parking requirement calculations.

3. Temporary Outdoor Sales and Storage

Temporary Outdoor Sales Areas, including sales tents, may be displayed for a two-week period in a calendar year. Such areas shall be clearly defined and shall not interfere with parking lot requirements. Christmas trees may be displayed for sale from November 15 to December 31.

4. General Outdoor Storage

Outdoor storage consists of all remaining forms of outdoor storage not classified above. Outdoor storage visible to the public right-of-way or adjacent properties is allowed so long as it is completely screened from view outside the site by a solid wall or fence at least six feet in height. Except for developments in the M-2 district, outdoor storage shall not exceed the height of required screening. Outdoor storage shall not be allowed within a required front setback.

September 24, 2009
Regular Agenda Item No. 4
Unified Development Ordinance Amendment – Commercial Amusements

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 amendment to Chapter 12, "Unified Development Ordinance", Section 6.2.C, "Use Table" of the Code of Ordinances of the City of College Station, Texas related to types of uses permitted in the C-3 Light Commercial zoning district.

Recommendation(s): The Planning & Zoning Commission considered this item at their regular meeting on September 17, 2009 and recommended approval unanimously. Staff recommended approval.

Summary: The proposed ordinance amendment would permit a Commercial Amusement to be located in the C-3 zoning district with the approval of a Conditional Use Permit.

The Unified Development (UDO) defines a Commercial Amusement as:

any enterprise whose main purpose is to provide the general public with an amusing or entertaining activity, where tickets are sold or fees collected at the gates of the activity. Commercial amusements include zoos, carnivals, expositions, miniature golf courses, arcades, fairs, exhibitions, athletic contests, rodeos, tent shows, ferris wheels, children's rides, roller coasters, skating rinks, ice rinks, traveling shows, bowling alleys, indoor shooting ranges, and similar enterprises. Sexually-oriented Businesses and Nightclubs are excluded from this definition.

According to the UDO, the C-3 Light Commercial zoning district is designed to provide locations for commercial sites that are too small for many permitted uses in the C-1 General Commercial District and are moderately low traffic generators that have little impact on adjacent areas or on adjacent thoroughfares.

Commercial Amusements may be appropriate for some properties zoned C-3 but may not be appropriate for others. For instance, outdoor activities may not be appropriate in close proximity to single-family residential development because of potential noise or lights. Permitting Commercial Amusements as a Conditional Use in the C-3 district allows the Planning & Zoning Commission and the City Council the opportunity to evaluate the proposed use in relation to existing conditions and surrounding uses in the area.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 6.2.C, "USE TABLE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 6.2.C, "Use Table" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of September, 2009.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 6.2.C, "Use Table," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending the table to read as follows:

(See Use Table on Next 3 Pages)

USE TABLE	Residential Districts										Non-Residential Districts																
	A-O	A-OR	R-1	R-1B	R-2**	R-3**	R-4**	R-6**	R-7**	P-MUD**	A-P	C-1	C-2	C-3**	R 8 D**	M-1	M-2	C-U	WPC**	NG-1**	NG-2**	NG-3**					
Specific Uses																											
KEY:	P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use																										
RESIDENTIAL																											
Boarding & Rooming House							P	P	P	P													P				
Extended Care Facility / Convalescent / Nursing Home							P	P	P	P		P												P			
Dormitory							P	P	P	P															P		
Duplex					P		P	P	P	P															P		
Fraternity / Sorority							P	P	P	P															P		
Manufactured Home	P*	P*							P*																	P	
Multi-Family							P	P	P	P																P	
Multi-Family built prior to January 2002							P	P	P	P																P	
Single-Family Detached	P	P	P	P	P	P			P	P																P	
Townhouse							P	P	P	P																P	
PUBLIC, CIVIC AND INSTITUTIONAL																											
Educational Facility, College & University																											
Educational Facility, Indoor Instruction																											P
Educational Facility, Outdoor Instruction	P	C																									P
Educational Facility, Primary & Secondary			P	P	P	P	P	P	P	P																	P
Educational Facility, Tutoring																											P
Educational Facility, Vocational / Trade																											P
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*																	P
Health Care, Hospitals																											P
Health Care, Medical Clinics																											P
Parks																											P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*																	P
COMMERCIAL, OFFICE AND RETAIL																											
Agricultural Use, Barn or Stable for Private Stock	P	P																									
Agricultural Use, Farm or Pasturage	P	P																									
Agricultural Use, Farm Product Processing	P																										

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.
 ** District with Supplemental Standards (Refer to Article 5).

USE TABLE	Residential Districts										Non-Residential Districts												
	A-O	A-OR	R-1	R-1B	R-2**	R-3**	R-4**	R-6**	R-7**	P-MUD**	A-P	C-1	C-2	C-3**	R & D**	M-1	M-2	C-U	WPC**	NG-1**	NG-2**	NG-3**	
Specific Uses																							
KEY:	P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use																						
COMMERCIAL, OFFICE AND RETAIL (continued)																							
Animal Care Facility, Indoor																							
Animal Care Facility, Outdoor	P*																						
Art Studio / Gallery										P													
Car Wash																							
Commercial Garden / Greenhouse / Landscape Maint.	P*																						
Commercial Amusements										P													
Conference / Convention Center										P													
Country Club	P	P	P							P													
Day Care, Commercial										P													
Drive-in / thru window										P													
Dry Cleaners & Laundry										P*	P	P	P*										
Fraternal Lodge										P	P	P											
Fuel Sales										P*	P*	P*											
Funeral Homes																							
Golf Course or Driving Range										P*													
Health Club / Sports Facility, Indoor										P													
Health Club / Sports Facility, Outdoor										P	P	P											
Hotels										P	P	P											
Night Club, Bar or Tavern										C	C												
Offices										P	P	P											
Parking as a Primary Use										C	C	P	P										
Personal Service Shop										P	P	P											
Printing / Copy Shop										P	P	P											
Radio / TV Station / Studios										P	P	P											
Restaurants										P	P	P*											

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** District with Supplemental Standards (Refer to Article 5).

USE TABLE	Residential Districts										Non-Residential Districts												
	A-O	A-OR	R-1	R-1B	R-2**	R-3**	R-4**	R-6**	R-7**	P-MUD**	A-P	C-1	C-2	C-3**	R & D**	M-1	M-2	C-U	WPC**	NG-1**	NG-2**	NG-3**	
KEY: P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use																							
COMMERCIAL, OFFICE AND RETAIL (continued)																							
Retail Sales - Single Tenant over 50,000 SF																							
Retail Sales and Service										P													
Retail Sales and Service - Alcohol										P													
Sexually Oriented Business (SOB)	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor										P													
Theater										P													
Retail Sales, Manufactured Homes																							
Storage, Self Service											P												
Vehicular Sales, Rental, Repair and Service											P*												
Wholesales / Services											P*	P*											
INDUSTRIAL AND MANUFACTURING																							
Bulk Storage Tanks / Cold Storage Plant																							
Industrial, Light												P											
Industrial, Heavy												P											
Recycling Facility - Large												P*											
Salvage Yard																							
Scientific Testing / Research Laboratory																							
Storage, Outdoor - Equipment or Materials																							
Truck Stop / Freight or Trucking Terminal																							
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Warehousing / Distribution																							
Waste Services																							
Wireless Telecommunication Facilities -- Intermediate																							
Wireless Telecommunication Facilities -- Major																							
Wireless Telecommunication Facilities -- Unregulated	C																						

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