



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, January 14, 2010 at 1:30 pm

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion concerning the water quality in Carters Creek and Burton Creek, and the Texas Commission on Environmental Quality's (TCEQ) Total Maximum Daily Load (TMDL) project.
3. Presentation, possible action, and discussion regarding an update from the City's representative on the activities of the Brazos County Appraisal District Board of Directors over the last 12-18 months.
4. Presentation, possible action, and discussion regarding the 2010 Planning & Zoning Commission Plan of Work. (Planning & Zoning Commission will be present for discussion.)
5. Presentation, possible action, and discussion on the Brazos County Health District Cooperative Agreement between the Cities of College Station, Bryan, and Brazos County.
6. Presentation, possible action, and discussion on an update to the City Council related to 2010 Census activities.
7. Presentation, possible action, and discussion regarding adoption of the Bicycle, Pedestrian, and Greenway Master Plan.
8. Presentation, possible action, and discussion on a possible amendment to Chapter 12, "Unified Development Ordinance," Section 7.9, "Non-Residential Architectural Standards" and Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas related to architectural requirements for municipal industrial facilities and private utility buildings.
9. Presentation, possible action, and discussion regarding the proposed request for proposals and general vision for an anticipated Community Development mixed-use project at 204-220 Holleman Drive.

10. Council Calendar

Jan. 18	Holiday "City Offices Closed"
Jan. 19	IGC Meeting at BVCOG, 12:00 p.m.
Jan. 19	Council Transportation Committee Meeting in Council Chambers, 4:30 p.m.
Jan. 25	2010 Citizens University in Council Chambers, 5:30 p.m.
Jan. 27	2010 Economic Outlook Conference at CS Hilton, 7:30 p.m.
Jan. 28	City Council Meetings, 3:00 p.m. & 7:00 p.m.

11. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
12. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, Signature Event Task Force, (Notice of Committee Agendas posted on City Hall bulletin board and city's website).
13. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room. Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
- Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
 - Sewer CCN permit requests for Brushy & Wellborn Services Areas
 - Water CCN permit requests for Brushy & Wellborn Services Areas
 - Bed & Banks Water Rights Discharge Permits for College Station and Bryan
 - Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
 - Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
 - TMPA v. PUC (College Station filed Intervention)
 - City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
 - Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
 - Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White

- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Attorney-client consultation on legal aspects of formation of local government corporation, articles of incorporation, by-laws, related agreements for transfer of assets, permits and operation of Brazos Valley Solid Waste Management Agency.

Personnel (Gov't Code Section 551.074); possible action

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

- a. Park & Recreation Advisory Board

14. Action on executive session.

- 1. Pledge of Allegiance, Invocation, Consider absence request will begin at approximately 7:00 p.m.
Recognition of Staff from City Secretary's Office as "Exemplary Five-Star" Local Registrars by the Texas Department of State Health Services.

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.

- 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.

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.

- a. Presentation, possible action, and discussion of minutes for City Council Workshop and Regular Meeting, November 23, 2009.
- b. Presentation, possible action, and discussion on the Brazos County Health District Cooperative Agreement between the Cities of College Station, Bryan, and Brazos County.
- c. Presentation, possible action, and discussion on a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the Texas Department of Transportation (TxDOT) for the Arrington-Decatur Conservation Containment Fence project.

d. Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of easements needed to connect the properties on which Water Well #8 and Water Well #9 will be located. This is part of the Land Acquisition – Wells Project, which provides for the purchase of land for Well Sites #8, #9 and #10.

e. Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$135,000.00.

f. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$110,000.00.

g. Presentation, possible action, and discussion on an annual bid award for the rental of heavy equipment with Mustang Rental Services of Bryan, TX as the primary vendor in the amount of \$115,000 annually (\$75,000 for Citywide expenditures and \$40,000 for BVSWMA expenditures) and Volvo Rents B/CS as the secondary vendor in the amount of \$25,000 annually (\$15,000 for College Station and \$10,000 for BVSWMA).

h. Presentation, possible action, and discussion on the purchase of a Peer to Peer GPS system upgrade for the heavy equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$67,745.00.

i. Presentation, possible action, and discussion concerning a resolution approving a special warranty deed conveying one-half undivided interest to the City of Bryan in the tract known as Tract 10, of the Brazos Valley Solid Waste Management Agency landfill project located in the JOSEPH T. ROBINSON SURVEY, ABSTRACT 390, Grimes County, Texas for Twin Oaks Landfill.

j. Presentation, possible action, and discussion regarding an agreement between the City and Capstone-CS, LLC dedicating rights-of-way and easements necessary for the construction of the extension of Holleman Drive from FM 2818 to Jones-Butler Road just east of the City Dowling Road Pump Station along with associated improvements.

k. Presentation, possible action, and discussion regarding approval of a supplement to the original contract with EnRoute Public Safety, purchasing services to migrate the Public Safety Systems to new hardware and operating system software for an amount not to exceed \$16,331.

l. Presentation, possible action, and discussion to approve a resolution awarding bid for the upgrade of the Millican Radio Tower to the lowest responsible bidder Western Towers of San Angelo, Texas in the amount of \$103,550.00.

m. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #10-075) with Marek Brothers Construction, Inc. in the amount of \$165,897.00 for a new basketball pavilion at Pebble Creek Park.

Individuals who wish to address the City Council **on an 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 regarding a resolution ordering improvement of a portion of Holleman Drive, providing for recovery of costs through paving assessment, accepting the engineer's estimate of construction costs setting amounts per front foot to be assessed giving notice of public hearing.
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 C-1 General Commercial, R-4 Multi-Family, and A-O Agricultural Open to PDD Planned Development District for 42.56 acres located at 1711 Harvey Mitchell Parkway South.
3. 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 R-1 Single Family Residential to R-4 Multi-Family and A-O Agricultural Open for 3.364 acres located at 1270 Harvey Mitchell Parkway South.
4. Presentation, possible action, and discussion regarding a petition for annexation of 46.028 acres in the 4300 block of Greens Prairie Trail, generally located southeast of the intersection of FM 2154 (AKA Wellborn Road) and Greens Prairie Trail.
5. Presentation, possible action, and discussion of expansion of the Wolf Pen Creek Oversight Committee Membership.
6. Presentation, possible action, and discussion on appointment to vacant position on the Parks and Recreation Board.
7. Presentation, possible action, and discussion regarding an Interlocal Cooperation Agreement between the City of College Station and the City of Bryan setting out a plan for creating a local government corporation that will own and manage BSWMA.
8. Adjourn.

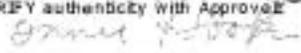
If litigation or attorney-client issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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 Thursday, January 14, 2010 at 1:30 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 11th day of January, 2010 at 1:00 p.m.

E-Signed by Connie Hooks
VERIFY authenticity with ApproveIt


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 January 11, 2010 at 1:00 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 _____, 2010 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2010.

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.

January 14, 2010
Workshop Agenda Item No. 2
Total Maximum Daily Load Program
Water Quality in Carters Creek and Burton Creek

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion concerning the water quality in Carters Creek and Burton Creek, and the Texas Commission on Environmental Quality's (TCEQ) Total Maximum Daily Load (TMDL) project.

Recommendation(s): N/A

Summary: Cecilia Wagner, a local Project Manager with Texas Water Resources Institute (TWRI), will present the status of the TMDL project whose intent is to determine the pollution reductions necessary to restore and maintain water quality in Carters Creek and Burton Creek. TWRI is an institute under Texas A&M System AgriLIFE Research and serves as a facilitating partner with TCEQ for educational outreach in Texas.

TCEQ has been evaluating creeks in the state in regard to acceptable levels of contaminants suitable for "contact recreation use". This effort spurred by the Clean Water Act identified numerous creeks across the state as impaired including Burton and Carters Creek locally. The testing found elevated levels of Escherichi coli bacteria which typically indicate the presence of human, livestock, or wildlife fecal matter or fertilizers, etc. Note that though the bacteria levels are elevated and warrants improvements, these levels should not cause undue public alarm. The TMDL report should be completed by TCEQ in coming months and available for public review and comment prior to final issuance. The state will subsequently involve the local entities and the public in developing an Implementation Plan (I Plan) which is basically specifies actions for the local entities to take to bring the bacteria levels into compliance.

Note that College Station has efforts currently underway to analyze and address the subject ahead of and in coordination with the required implementation. Staff will update Council and the public as the state releases more information.

Budget & Financial Summary: N/A

Attachment:

1. TCEQ Memo "Improving Water Quality in Carters and Burton Creeks"



Improving Water Quality in Carters and Burton Creeks A TMDL Project for Bacteria

Water Quality in Carters Creek and Burton Creek

The state of Texas requires that water quality in Carters Creek (Segment 1209C) and Burton Creek (Segment 1209L) be suitable for contact recreation, aquatic life, and fish consumption uses, as designated in the Texas Surface Water Quality Standards. The Texas Commission on Environmental Quality (TCEQ) establishes the standards to maintain the quality of the water in the state. The contact recreation use designated for this water body is not supported due to high concentrations of *E. coli* bacteria.

In response to this issue, the TCEQ has initiated a total maximum daily load (TMDL) to determine the pollution reductions necessary to restore and maintain water quality in Carters and Burton creeks. The goal of a TMDL is to determine the amount (or load) of a pollutant that a body of water can receive and still support its designated uses. The allowable load is then allocated among all the possible sources of pollution within the watershed, and measures are developed to reduce pollutant loads.

The ultimate goal of this project is to reduce *E. coli* concentrations in Carters and Burton creeks. High concentrations of bacteria such as *E. coli* and fecal coliform, which are found in both human and animal waste, may indicate a health risk to people who swim or wade in the creeks—activities called “contact recreation” in the state’s standards for water quality.

Learn more about water quality standards and monitoring by reading *Clean Water for Texas: Working Together for Water Quality*, available on the Web at www.tceq.org/goto/tmdl/.

Description of the Carters and Burton Creeks Watershed

The watershed of the creeks is located in Brazos County and covers about 57 square miles, running through the Southern Post Oak Savanna ecoregion. Land use is heavily urbanized in the upper reach of the Carters Creek watershed where it originates in Bryan/College Station, and becomes more rural in the lower reach. Results of urbanization are most evident during ambient flow, when Carters Creek is mostly made up of wastewater effluent from the seven



municipal wastewater treatment facilities in the watershed. Burton Creek is a tributary to Carters Creek; all of its watershed is urbanized.

TMDL Development

The TCEQ initiated the TMDL project in 2007 through a contract with the Texas Institute for Applied Environmental Research (TIAER) at Tarleton State University in Stephenville. Initial tasks in the project included review of existing water quality data for the segment. Data will be analyzed using appropriate methods, with the goal of determining what the TMDL for *E. coli* should be for Carters Creek.

Public Participation

Public meetings will be held throughout the development of the TMDL project in order to involve stakeholders in the process. Following development of the TMDL report, the TCEQ and stakeholders will develop an implementation plan, utilizing extensive stakeholder involvement to ensure the success of the implementation.

For More Information

To find out more about upcoming meetings and progress of the project, contact the project manager listed below. Or visit the TCEQ Web site at <www.tceq.org/goto/tmdl/>.

TCEQ Project Manager

Roger M. Miranda, TMDL Section
Texas Commission on Environmental Quality
(512) 239-6278
miranda@tceq.state.tx.us

TMDL Development Status

Start Date: August 2007

Projected End Date:

TCEQ Adoption:

EPA Region 6 Approval:

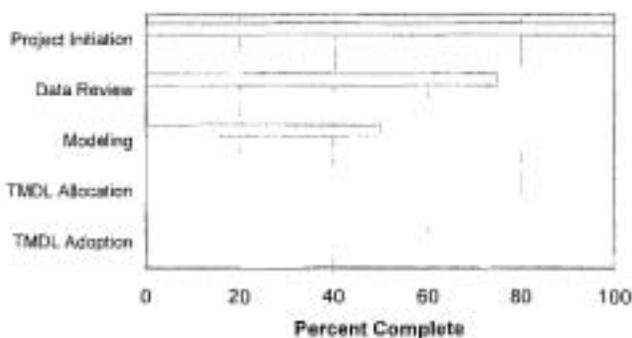
Implementation Plan Status

Start Date:

Projected End Date:

TCEQ Adoption:

TMDL Development



TMDL Project Highlights

- The Carters Creek TMDL project was initiated in 2007.
- Data analysis has begun and a draft analysis should be completed by the fall of 2008.
- The TCEQ has met with representatives from the cities of Bryan and College Station to inform them of the TMDL and gain their initial input.
- The TCEQ has contacted representatives of the Texas AgriLife Extension Service, Texas AgriLife Research, and Texas Water Resources Institute to discuss ongoing studies and coordination of activities in the project watershed.

Visit our Web site at: <www.tceq.org/goto/tmdl/>

January 14, 2010
Workshop Agenda Item No. 3
Update from Brazos County Appraisal District Board

To: Glenn Brown, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion regarding an update from the City's representative on the activities of the Brazos County Appraisal District Board of Directors over the last 12-18 months.

Recommendation(s): N/A

Summary: Dr. Ron Kaiser, the City's appointment to the Brazos County Appraisal District Board will be present to provide an update on major activities of the District over the last 12-18 months. Topics that will be addressed include: (1) update of the computer system, (2) appraisal appeal process and overview of appeals pending, (3) holding the line on budget, and (4) property value trends in the area. Dr. Kaiser will offer an overview and Mark Price, the Chief Appraiser for the District, will also be available to address specifics and answer questions.

Dr. Kaiser has served as the City's representative on this board for the last two years and was reappointed by the Council for his second two-year term last year.

Budget & Financial Summary: No direct impact on the City, however, budget oversight is an important activity of the board members.

Attachments: N/A

January 14, 2010
Workshop Agenda Item No. 4
2010 Planning & Zoning Commission Plan of Work

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the 2010 Planning & Zoning Commission Plan of Work. (Planning and Zoning Commission will be present for discussion.)

Recommendation: Staff recommends endorsement of the items contained within the 2010 P&Z Plan of Work.

Summary: The Planning and Zoning Commission adopted Rules and Procedures state that the Planning and Zoning Commission may adopt a Plan of Work. The Plan of Work should consider future tasks for a prescribed period and be updated and revised annually in coordination with the City Council Strategic Planning process.

Upon presentation of a draft Plan of Work by the Commission in a joint meeting with the City Council and the Planning and Zoning Commission, the Commission may adopt the Plan by majority vote of the members present.

The Planning and Zoning Commission met in October in a mini-retreat specifically scheduled to begin developing its 2010 Plan of Work. As part of the development, the Commission was provided with the estimated workload in which the Planning & Development Services staff would have available to accomplishing the Plan of Work considering the Comprehensive Plan, Council initiated items, and other already programmed items. Through its mini-retreat and its two November Workshops, the Commission identified several items for consideration and has prioritized them accordingly.

The Plan of Work format continues to align with the Department's Strategic Business Plan. Items are assigned within one of four categories: Community & Neighborhood Planning, Data Collection & Analysis, Development Services, and Outreach & Communications. Also, additional descriptions are provided to better track the purpose and progress of each item through the year. A mid-year review of the Plan of Work is anticipated next summer to review the overall progress and adjust items as necessary.

The Planning and Zoning Commission is seeking input from the Council on the Plan of Work and concurrence with the same.

Budget & Financial Summary: N/A

Attachments:

1. 2010 P&Z Plan of Work (draft)

DRAFT - Planning & Zoning Commission 2010 Plan of Work

Community & Neighborhood Planning

Comprehensive Plan Implementation	
Summary: Council Initiative. Continue implementation of Comprehensive Plan through completion of related master plans and adoption of new zoning districts and other revisions to implement the Plan.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: On-going

Bicycle, Pedestrian, and Greenways Master Plan Implementation	
Summary: Council Initiative. Begin implementation through the completion of tasks identified in the Plan.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: On-going

Parks and Recreation Master Plan	
Summary: Council Initiative. In association with the P&Z and Park & Recreation Advisory Board subcommittees, draft and consider Master Plan for adoption as part of the Comprehensive Plan.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 3rd Quarter

Neighborhood / Corridor / District Plans	
Summary: Council Initiative. Continuation of neighborhood and community planning efforts including completion and implementation of the Central College Station Neighborhood Plan and initiation of other efforts.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter (Central CS); 4th Quarter (start next plan)

Neighborhood Integrity	
Summary: Council Initiative. Formulation of neighborhood integrity protection measures to implement the Strong and Sustainable Neighborhoods initiative. Efforts include exploration of rental inspection program and high-density single family standards.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter

Historic Preservation

Summary: Council Initiative. Continuation of the Oakwood Preservation study, which includes draft designation report and design guidelines.	Project Dates:
Staff Assigned: LK	Anticipated Completion: 1st Quarter

Annexation

Summary: Council Initiative. Identify areas for potential 3-year annexation plan as directed through the Comprehensive Plan and consider voluntary annexation petitions.	Project Dates:
Staff Assigned: LS	Anticipated Completion: 3rd Quarter; On-going (Voluntary)

Research, Data Collection & Analysis**Subcommittee for Data Collection**

Summary: P&Z Initiative. P&Z Subcommittee to interact with Staff on the compiling of geographical and numerical data on development trends, economic statistics, and the feasibility of economic, environmental or community impact studies.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 1st Quarter

Planned Development Districts

Summary: Council Initiative. Review planned development procedures for PDD and P-MUD districts and survey other ordinances to identify ways to increase their effectiveness and use in the rezoning process.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter

Pedestrian Friendly / Walkability

Summary: P&Z Initiative. Review current development standards relating to pedestrian and bicycle transportation modes. Compare with best practices and identify any deficiencies in current standards.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 1st Quarter

Stormwater Quality

Summary: P&Z Initiative. Identify best management practices in conjunction with Phase 2 Municipal Separate Stormwater Sewer System (MS4) effort.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 1st Quarter

Neighborhood Fencing

Summary: P&Z initiative. Develop fencing and landscaping options for neighborhood perimeter fencing to reduce the "canyon effect" along City streets.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter

Affordability of Housing

Summary: P&Z Initiative. Discuss how housing affordability is measured and provide information on affordability of homes in the College Station and Bryan housing markets.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 3rd Quarter

Water Supply Quantity / Quality

Summary: P&Z Initiative. Overview existing and planned water supply and demand scenarios and review water conservation endeavors. Report of water quality analysis and status.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter

Capital Projects

Summary: P&Z Initiative. Review identified capital projects, prioritization, and timing of their implementation.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 2nd Quarter

Parking Ordinance Update

Summary: P&Z Initiative. Survey peer cities and evaluate parking standards for different types of uses, particularly standards for shopping centers.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: 4th Quarter

Development Services

Subdivision Regulations

Summary: Council Initiative. Revise Subdivision Regulations within UDO to identify and address deficiencies in current practices and standards. This includes an evaluation of standards relating to connectivity, ETJ development, inter-local agreement with the County, phasing of developments and gated developments.	Project Dates:
Staff Assigned: JS, AG	Anticipated Completion: 1st Quarter

Impact Fees	
Summary: Council Initiative. Conduct analysis of implementing city wide transportation impact fees and other utility impact fees. Item includes background on impact fees and funding mechanisms.	Project Dates:
Staff Assigned: AG, CC	Anticipated Completion: 1st Quarter

Riparian Setback	
Summary: Council Initiative. Draft and consider a riparian setback ordinance for adoption.	Project Dates:
Staff Assigned: VG	Anticipated Completion: 2nd Quarter

Outreach and Communications

Community Education about Zoning Issues, Processes, etc	
Summary: P&DS Business Plan Initiative. Provide additional methods and forums to disseminate planning information, processes, and issues.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: On-going

Outreach & Education via Channel 19 and Website	
Summary: P&DS Business Plan Initiative. Enhance the availability and effectiveness of communication planning information and activities on the City's cable channel and website.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: On-going

Pending Items

Timeline on Land Use Plan	
Summary: P&Z Initiative. Review implementation of Comprehensive Plan and implications on timing of land use build out.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

Density Control	
Summary: P&Z Initiative. Evaluate the implications that location of density has on City services and quality of life.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

Non-residential Architecture Standards (NRA)

Summary: P&Z Initiative. Review existing NRA requirements in relation to ordinance objectives and architecture design principles.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

Outdoor Storage of Hazardous Materials

Summary: P&Z Initiative. Discuss requirements and policies regarding the outdoor storage of hazardous material.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

Sidewalk Fund

Summary: P&Z Initiative. Explore feasibility of creating fund for fee-in-lieu of sidewalk in appropriate circumstances.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

Sign Ordinance Review

Summary: P&Z Initiative. Review existing sign requirements and survey signage resulting from ordinance.	Project Dates:
Staff Assigned: P&DS Staff	Anticipated Completion: Not Scheduled

January 14, 2010
Workshop Agenda Item No. 5
Health District Cooperative Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on the Brazos County Health District Cooperative Agreement between the Cities of College Station, Bryan, and Brazos County.

Recommendation(s): Staff recommends that Council hear the brief presentation on the Cooperative Agreement. This item is on the consent agenda and staff recommends approval.

Summary: The Brazos County Health District Board has been working on a new Cooperative Agreement for the past three years. The board is made up of 2 members from the City of College Station (Mayor White and Councilmember Lyles), 2 from the City of Bryan, and 2 from Brazos County. The original Cooperative Agreement has been in place since 1984, and was last revised and readopted in 1995.

One of the most significant changes in this agreement is to provide a defined funding formula for the 3 entities which results in each entity providing equal funding to the Health District.

The City of Bryan approved this agreement at their December 15, 2009 City Council Meeting. Brazos County approved the agreement on December 29, 2009.

Budget & Financial Summary: The total FY 10 budget for the Health District is \$2,197,134. The FY 10 City of College Station budget includes \$351,500 for the Brazos County Health District. The City of Bryan and Brazos County will each be contributing the same amount as called for in the new agreement. The Health District also receives funds from the Department of State Health Services, and from service fees.

Attachments: Brazos County Public Health District Cooperative Agreement

**BRAZOS COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT**

This Agreement is entered into as of October 1, 2009, by and between the Cities of Bryan, Texas; College Station, Texas; and Brazos County, Texas.

WHEREAS, by Cooperative Agreement dated August 31, 1984, the Cities of Bryan, Texas, College Station, Texas and the County of Brazos, State of Texas (hereinafter referred to collectively as the "Parties") created the Brazos County Health District, commonly known as the Brazos County Health Department, pursuant to the Texas Health and Safety Code §121.041; and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and readopted by the Members in 1995; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that for and in consideration of mutual benefits herein expressed, the receipt of sufficiency is hereby acknowledged, the Members of the District do hereby amend and restate the Cooperative Agreement providing for the operation and maintenance of the Brazos County Health District in accordance with the following:

I. DEFINITIONS

ACT means the Local Public Health Reorganization Act; Texas Health and Safety Code, Chapter 121.

BOARD MEMBER means a person appointed by a District Member to serve on the Board of Health.

DIRECTOR means the chief administrative officer of the Brazos County Health District.

DISTRICT MEMBER means a municipality, a county, or other governmental entity which is a full participant in the Health District. Unless otherwise specifically stated herein, the use of the term District Member refers to the class of members defined as a Full District Member.

HEALTH AUTHORITY means the physician who is to administer state and local laws relating to public health.

HEALTH DISTRICT (hereinafter sometimes referred to as the "District") means the Brazos County Health District created hereby and established under Subchapter E, Chapter 121, Texas

Health and Safety Code to perform any public health function that any of its District Members may perform, unless otherwise restricted by law.

BRAZOS COUNTY BOARD OF HEALTH (hereinafter sometimes referred to as "Board" or "Board of Health") means the Brazos County Health District's administrative board of directors appointed by the District Members to govern the operation of the District.

PHYSICIAN means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

PUBLIC HEALTH SERVICES means those services provided by or performed by the Health District, including but not limited to, laboratory services, clerical services, community health services, environmental health services, educational services and accounting.

II. HEALTH DISTRICT

2.1. **Establishment.** This Agreement continues the operation of a public health district heretofore established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E Public Health Districts. The health district is known as the Brazos County Health District (hereinafter "Health District").

2.2. **Membership.** The Health District shall have two classes of members: Full District Members and Limited Members. Full District Membership is open to Brazos County, Texas and municipalities located in Brazos County, Texas. Limited Membership is open to school districts and institutions of higher education located in Brazos County, Texas. Full District Members shall have voting rights as more fully described in Section 3.6 hereof. Limited Members shall have the right to send one representative to Board of Health meetings and participate in any discussions at said meetings. Limited Members shall not have the right to vote.

2.2.1. **Full membership.** At the time of the Amendment and Restatement of this Agreement, the following governmental entities are admitted as Full District Members:

Brazos County, Texas
City of Bryan, Texas
City of College Station, Texas

2.2.2. **Subsequent admission.** Any governmental entity located in Brazos County, including a school district and institution of higher education, may apply for membership in the Health District. The governing body of each Full District Member shall review the application, and the applicant shall be admitted to the Health District on the same terms available to other existing District Members in a particular class of members, if a majority of the governing body of each Full District Member approves the application.

2.2.2.1. Municipalities, if approved as provided herein, shall be admitted as Full District Members. Before a municipality admitted as a Full District Member after the effective date of this Agreement may exercise any right or privilege

under this Agreement, the municipality must file with the Health District a resolution of its governing body authorizing the execution (by an appropriate municipal official), and agreeing to be bound by the terms of this Agreement. A newly-admitted municipality, together with the existing District Members shall execute an addendum which shall become a part of this Agreement.

- 2.2.2.2. School districts and institutions of higher education, if approved as provided herein, may only be admitted as Limited Members. Before a school district or institution of higher education, admitted as a Limited District Member after the effective date of this Agreement, may exercise any right or privilege under this Agreement, the school district or institution of higher education must file with the Health District a resolution of its school Board of Trustees or Board of Regents authorizing the execution (by an appropriate official) and agreeing to be bound by the terms of this Agreement. A newly-admitted school district or institution of higher education, together with the existing District Members, shall execute an addendum which shall become a part of this Agreement.

2.3 **Expulsion and Withdrawal of District Member.**

- 2.3.1 **Withdrawal.** Any District Member may withdraw from the District upon the unanimous vote of such withdrawing District Member's governing body. Notwithstanding the above, any District Member shall be deemed to have withdrawn upon the failure of the District's governing body to appropriate funds for the Health District. Should a District Member be deemed to have withdrawn as stated above, the District shall give written Notice of such withdrawal to the County Judge or City Manager, as appropriate, with an opportunity to cure such failure to contribute within thirty (30) days of the date of such Notice.
- 2.3.2 **Expulsion.** A District Member may be expelled upon the unanimous vote of the Board and the governing bodies of all District Members (exclusive of the District Member to be expelled).
- 2.3.3 **Contribution.** Should a District Member withdraw or be expelled during a District fiscal year, such withdrawing or expelled District Member shall be bound and is hereby obligated to pay in full that District Member's contribution for the year of withdrawal or expulsion.

III. BOARD OF HEALTH

- 3.1 **Creation.** The administrative public health board, known as the Brazos County Board of Health (herein referred to as the "Health Board" or "Board" or "Board of Health") heretofore established under the prior Cooperative Agreement and in accordance with Section 121.046 of the Act shall serve as the administrative health board governing the District.
- 3.2 **Duties.** The Board of Health may perform any function relating to the operation of the Health District that is provided for under this Agreement. The Board of Health shall adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the

health and safety of the public. The Board of Health shall advise the District Director and the District Members on matters of public health, and retain ultimate authority for public health matters within the Health District. The Board of Health may not adopt a rule that is not specifically authorized by State law, conflicts with a State law, or conflicts with a District Member ordinance or County order. Each Board Member shall be responsible for presenting and advocating on its behalf the District's contribution request through the budget process of the District Member the Board Member represents. The Board of Health shall determine the kinds and frequencies of reports, other than as stated herein, to be prepared by the District on an annual basis.

3.3 **Composition.** The Board shall consist of two representatives from each of the Full District Members and one representative for each Limited Member. Each city council and the Commissioners Court will select two of its citizens, who may, but need not be an employee or an elected official of the appointing District Member. If the District Director is not a Physician, the Health Authority shall be an ex-officio representative on the Health Board.

3.4 **Term.** Board Members will serve two years except any Board Member currently serving shall complete his current term and any consecutive term for which he is eligible. Each Board Member may be reappointed for four consecutive terms. In order to maintain continuity on the Board, each District Member agrees to stagger the appointment of its two duly appointed Board Members. For purposes of implementing this process on the date of this Amended and Restated Agreement, each District Member may, if necessary, shorten or lengthen by one year the term of one of its currently sitting Board Members.

3.5. **Qualification.** The Board Members shall serve subject to the following terms and conditions:

3.5.1 **Residence.** Each Board Member must have resided in the geographical area within the jurisdiction of the governmental entities which are District Members for a period of three (3) years prior to his appointment.

3.5.2 **No Compensation.** Board Members shall serve without compensation.

3.5.3 **Attendance.** Attendance at Board Meetings is required. Failure to attend four consecutive Board meetings without a valid reason will be grounds for automatic removal of a Board Member. Except for automatic removal specified herein, any action to remove a Board Member shall be undertaken by the District Member appointing such Representative. The District Member considering removal shall be the sole judge of the reason it chooses to remove its representative.

3.5.4 **Vacancies.** In the event of a vacancy for any reason for the unexpired term of any Board Member, the vacancy shall be filled by appointment of the District Member which originally appointed the Board Member who no longer serves. A District Member filling a vacancy shall fill that vacancy in the same manner and method provided for in the original appointment. Board Members appointed to fill an unexpired term shall serve until the end of the unexpired term.

3.6 **Meeting Procedures.** The Board of Health may adopt rules of conduct and procedure not in conflict with this Agreement.

3.6.1 **Officers.** The Board of Health shall annually at the final meeting of the fiscal year elect a chairperson from the ranks of Board Members. The District Director shall serve as secretary to the Board. The Board may appoint such other officers as it may deem necessary.

3.6.2 **Quorum.** A quorum for meetings of the Board of Health shall be equal to at least three (3) Board Members representing at least two (2) District Members. Ex-Officio members of the Board shall not be counted for purposes of determining a quorum.

3.6.3 **Voting.** The two representatives selected to represent one District Member shall have but one vote between them on all issues brought before the Board. In the event one of the two representatives from one District Member is unable to attend a Board meeting, the representative present may cast that District Member's vote without the need of obtaining a proxy from the non-attending Board Member. Limited Members' representatives and any person sitting on the Board in an ex-officio capacity shall have no vote.

3.6.4 **Meetings.** The Board of Health shall meet at least quarterly on a date determined by the Board, and may hold special meetings when called by the Chairperson. The Chairperson, or in his/her absence his designee, shall call a special meeting of the Board when requested to do so by two or more Board Members, other than Ex-Officio Board members.

3.6.5 **Notice.** The Board of Health shall comply with the notice and open meeting requirements of the Texas Open Meetings Act (currently Tex. Government Code Section 551.001 et seq.). The District Director shall give notice of all meetings of the Board of Health to each Board Member and the governing body of each District Member at least five (5) business days prior to each meeting, and shall post notice of a meeting at least seventy-two (72) hours before a meeting in a public place at the main office of the Health District, unless an emergency as defined by Section 551.045 of the Open Meetings Act exists, in which case two-hour notice shall suffice.

3.6.6 **Action by the Board.** The Board of Health shall take action by a simple majority of the total votes cast by the Board Members at a properly-called meeting at which a quorum is present, unless a greater percentage is required to take some specific action under this Agreement.

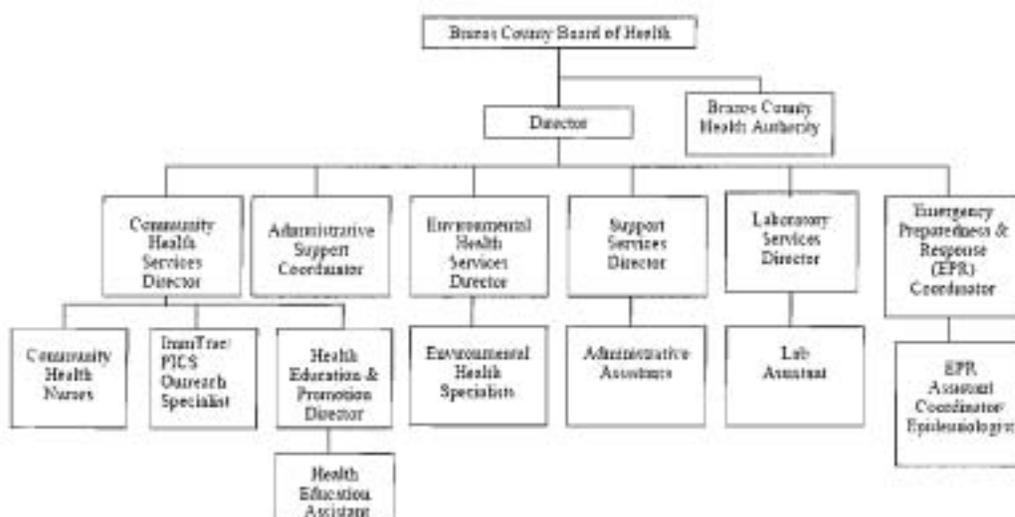
3.6.7 **Parliamentary Rules.** Except for specific standing rules that may be adopted by the Board, "Robert's Rules of Order" as set forth in the latest edition of Robert's Rules of Order Newly Revised, will be followed at all meetings of the Board.

3.7 **Director Board Membership.** The Director shall serve as an ex-officio non-voting member of the Board.

IV. ORGANIZATION

4.1 The Brazos County Health District shall be organized, subject to amendment by the Board from time to time, as diagramed below:

Brazos County Health District
Organizational Chart



4.2 **Director Appointment.** The Director shall serve as the chief administrative officer of the Health District. The procedure for the selection of the Director shall be as follows:

- a. The Director of the Brazos County Health District shall be appointed by the District Members upon recommendation by the Board of Health.
- b. If the Director is a licensed Physician, he shall also serve as the "Health Authority" for the District and will perform all duties as specified in the Act, and shall be subject to all the requirements and rules hereof.
- c. If the Director is not a licensed Physician, he shall appoint a qualified licensed Physician to serve as the "Health Authority" for the District subject to the approval of the Board Members. The Health Authority shall serve as an ex-officio Board Member.

4.3 **Duties of the Director.** The duties and responsibilities of the Director shall include, but not be limited to, the following:

- a. The Director shall be the chief administrative officer of the Health District.
- b. The Director shall be responsible for the preparation of all budget proposals and budget requests for the District. The Director shall submit an annual proposed budget to the Board of Health which in turn shall submit such budget to the financial departments of each District Member.
- c. The Director shall be responsible for all purchasing for the District and Board and shall conduct the same in the authorized and legal manner provided herein.
- d. The Director shall provide to all Board Members and the governing body of each District Member notice of all meetings of the Health Board as provided herein.
- e. The Director shall perform all other duties and functions imposed on him as Director by the Board of Health or applicable state, federal and local laws, ordinances or regulations as they now read or as they are amended.
- f. The Director shall be an ex-officio (non-voting) member on the Board of Health, and serve as secretary to the Board. The Director shall record or take minutes of each meeting of the Board.
- g. The Director shall assume responsibility for applying for and administering grants from the Federal and State government, as well as private sources.
- h. The Director shall be responsible for the preparation and submittal to the Board of Health of all statistical reports and the procurement and submittal of all Independent Auditor's Reports of Financial Statements.

4.4 **Compensation of Director.** The Health Board shall annually set the compensation of the Director (and Health Authority where necessary) when it approves the Health District budget.

4.5 **Removal of Director.** The Director may be removed from office by the unanimous vote of the Board Members for lack of satisfactory discharge of duties, alcoholism, drug abuse, and conviction of a felony, misappropriation of funds or property, embezzlement, physical or mental impairment (disability) which permanently prevents satisfactory discharge of duties.

4.6 **Chief Financial Officer.** The Brazos County Auditor shall serve as the Chief Financial Officer of the District, subject to the Brazos County Auditor's consent, and at the Brazos County Auditor's discretion, with the approval of the District Judges (as that term is defined in Subchapter A, Chapter 84 of the Texas Local Government Code).

V. FINANCES

5.1 **Budget.** The District Director shall each year submit a proposed budget for the District's fiscal year, which shall be from October 1st to September 30th, to the Board of Health for its consideration. The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Board of Health shall each fiscal year approve a preliminary budget for the Health District for the upcoming fiscal year by May 30th. The budget approved by the Board of Health shall be sufficient to provide for the payment of expenses necessary for the operation of the Health District including the following items: (1) staff salaries; (2) supplies; (3) suitable office space; (4) health and clinic centers; (5) health service and facilities; (6) maintenance; (7) travel and education costs; and (8) other necessary costs for the operation of the District. The budget shall also show all known or anticipated sources of revenue and the proposed contribution amount of each District Member based upon the formula outlined in Paragraph 5.6 hereof. Upon the approval of the Board of Health, the preliminary budget shall be submitted, no later than June 1st by the Board Members, to the governing body of their respective District Members for approval. The Board of Health shall approve a final budget during the month of September to be effective October 1st. A public hearing on the final budget shall be held on the same day set for the meeting of the Board of Health to approve such final budget. The Board shall only amend the budget in the same manner that it adopted the original budget.

5.2 **Approval of Expenditures.** The Director has the authority to approve all expenditures less than or equal to \$5,000.00 as long as the expenditure does not require an amendment to the District budget. No expenditures will be approved unless there are adequate budgeted funds within the appropriate category to support the expenditure. All budgeted expenditures greater than \$5,000.00 will be approved by the Board Chairman or his or her designee and brought to the Board for formal review and approval at the next Board meeting after such expenditure is made. All contracts and grants, except those of a nonfinancial nature and certain State contracts, as set forth in the District's Budget and Expenditure Authorization Policy Statement, shall be brought before the Health Board for its approval. The Board Chairman shall execute all District contracts, except those of a non-financial nature and certain State contracts, as provided above, which shall be executed by the Director.

5.3 **Statistical Report.** A Statistical Report which shall include a statistical summary of the Health District's activities in the most recent fiscal year, and such other matters deemed appropriate by the Board of Health shall be prepared and presented to the Board at its quarterly meetings.

5.4 **Annual Audit.** The Board shall authorize the hiring of a qualified firm or individual, licensed to practice as a certified public accountant or firm by the State Board of Public Accountancy, to audit the financial records of the Health District and prepare financial statements in accordance with Governmental Accounting & Financial Reporting Standards (GAFR) published by GASB. A copy of the most recent Independent Auditor's Report of Financial Statements shall be sent to the governing body of each of the District Members no later than May 31st of the year following the year covered by such report.

5.5 **Accounts.** The District's accounts shall be maintained in a separate fund within the financial system of Brazos County. All income to the District will be maintained in appropriate accounts in accordance with Generally Accepted Accounting Principles. Appropriate records of all income and disbursements from these accounts will be kept by the District. Summary records shall be reviewed and approved by the Board quarterly. No appropriation of money from these accounts shall be made unless unanimously approved by the Board.

5.6 **District Member Contributions.** Each District Member shall annually budget for and contribute its proportionate share of funding as described below to the District to be held in the accounts described in Paragraph 5.5 above. Contributions are payable monthly but in no event less often than quarterly. The District Members agree that funding for District Members shall be equal to one-third (1/3) of the budgeted cash amounts of the District for the next fiscal year. Brazos County shall, until agreed otherwise in writing, contribute in addition to its one-third of the budget amount, the current District's physical facilities including utilities and janitorial services, auditing services, accounting services, purchasing services and human resources services, and inclusion of District employees in the County's retirement, health insurance and worker's compensation programs and provide general liability and errors and omissions liability insurance coverage pursuant to the County's then current insurance policy insuring against risks and claims arising out of the operation of the District, without charge to the District.

5.7 **Fund Balance.** All unencumbered funds at the close of a fiscal year shall be deposited into the District's Fund Balance to be designated for use for public health services mutually beneficial to each District Member or shall be used to reduce budget contributions of the District Members in the following fiscal year. No appropriation of money for such later use shall be made unless unanimously approved by all District Members. All payments made to the District shall be from current revenues of each District Member.

5.8 **Invoice.** Premised upon the approval of the Budget by the Board and the governing body of each District Member of its contribution amount for the next succeeding year, the Director shall send an invoice to the appropriate financial department of each District Member, setting forth the cash contribution due and owing for that budget year. Each District Member's contribution shall be paid monthly or at the District Member's election, quarterly.

VI. DISSOLUTION

6.1 **Events Initiating Dissolution.** The District shall dissolve and its affairs shall be wound up on the first to occur of the following:

- a. the written consent of all District Members;
- b. the failure of a District Member to make its annual contribution unless the business of the District is continued by the consent of all remaining District Members;
- c. failure of District to fulfill its legal requirements in order to maintain its affiliation with the Texas Department of State Health Services.

6.2 **Liquidation Process.** On dissolution of the District, the Director shall act as liquidator. The Director shall proceed diligently to wind up the affairs of the District and make final distributions as provided herein. The costs of liquidation shall be borne as a District expense and shall be paid out of the District's available accounts as described in Paragraph 5.5 above. Until final distribution, the Director shall continue to operate the District properties with all of the power and authority of the Director. The steps required to liquidate the District are as follows:

6.2.1 **Accounting.** As promptly as possible after an event of dissolution and again after final liquidation, the Director shall cause a proper accounting to be made by a recognized firm of certified public accountants of the District's assets, liabilities, and operations through the last day of the calendar month in which the event of dissolution occurs or the final liquidation is completed, as applicable.

6.2.2 **Notice.** The Director shall cause the notice of such dissolution to be mailed to each known creditor of the District.

6.2.3 **Liabilities.** The Director shall pay, satisfy or discharge from District funds all of the debts, liabilities and obligations of the District (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Director may reasonably determine). To the extent the District's liabilities exceed its assets, the District Members shall, in equal shares, contribute an amount sufficient to discharge such liabilities.

6.2.4 **Assets Remaining.** All remaining assets, if any, of the District shall be distributed to the District Members as follows:

6.2.4.1 **In Kind Contributions.** All assets which were originally received by the District as in-kind contributions and which are still in the possession of the District at the time of final distributions shall be returned to the contributing District Member.

6.2.4.2 **Sale.** All remaining property and assets shall be distributed equitably among the District Members pursuant to terms of a written mutual agreement. A dollar value representing the value of property received by each Member through the distribution process in this subparagraph 6.2.4.2 (the "Individual Deduction Amount") shall be allocated to each party. If the District Members are unable to negotiate an agreement for the equitable distribution of all or any of the remaining property, such remaining property shall be sold by sealed bid or auction in accordance with applicable laws. The proceeds of such sale and/or auction will be distributed equitably among the District Members as follows: the total value of proceeds received from sale and/or auction shall be added to the total value of property distributed to the parties under this subparagraph 6.2.4.2 (the "Total Gross Value"); the Total Gross Value shall be divided by the number of District Members participating at the time of dissolution (the "Individual Gross Amount Due"); each District Member shall

be paid (or reimburse, as appropriate) the difference between the Individual Gross Amount Due and such party's Individual Deduction Amount.

6.2.4.3 Surplus Property. To the extent allowed by applicable laws governing the disposal of surplus property, the parties may agree to donate items of personal property to authorized entities.

6.2.5 In-Kind Contributions. All distributions in kind to the District Members, as set forth in Paragraph 6.2.4.2 above, shall be made subject to the assumption of liability of each recipient Member for costs, expenses, and liabilities associated with such asset theretofore incurred or for which the District has committed prior to the date of distribution. The distribution of cash and/or property to a District Member in accordance with the provisions of this section constitutes a complete distribution to the District Member of all the District's property and constitutes a compromise to which all District Members do hereby consent.

6.2.6 Applicable Law. All actions shall be exercised in accord with existing local, state, and federal law, rules and regulations as they pertain to the termination of personnel, property and the responsibility to provide for services.

VII. MISCELLANEOUS

7.1. Effective date. This Agreement, as amended and restated, is effective when approved by the governing body of all District Members, and signed by the appropriate officer of each governing body.

7.2. Entire agreement; modifications severability. This Agreement supersedes all prior Agreements relating to the subject matter herein and contains the entire understanding of the parties hereto relating to the subject matter contained herein. This Agreement may not be modified or amended without a written agreement approved by the governing bodies of each of the District Members. The section headings herein are for convenience and reference, and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

7.3. Governing law and venue. This Agreement is governed by the laws of the State of Texas and the Federal government, and should be construed to carry out the intent of the *Local Public Health Reorganization Act*, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the Charters, ordinances, or orders of all District Member entities existing as of the effective date of this Agreement. This Agreement is performable in Brazos County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Brazos County, Texas.

7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No District member shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining District Members.

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

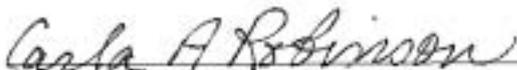
CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: _____
BEN WHITE, Mayor

APPROVED:

APPROVED:



HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

KAREN MCQUEEN, County Clerk

By: _____
RANDY SIMS, County Judge

**January 14, 2010
Workshop Agenda Item No. 6
2010 U.S. Census**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an update to the City Council related to 2010 Census activities and resolution in support of the 2010 U.S. Census.

Recommendation(s): To direct staff to continue to support the efforts of the Census to provide an accurate count of population for the City. Staff recommends approval of the resolution

Summary: This item is to update the City Council on a number of initiatives the Planning & Development Services Department has and will continue to be involved in for the upcoming Census and to approve a resolution in support of the Census efforts.

Required once every 10 years by the U.S. Constitution, the census counts everyone living in the United States, both citizens and noncitizens. Census data are used to reapportion the U.S. House of Representatives, re-district each state and determine the distribution of the Electoral College. Census data also directly affect how more than \$400 billion per year in federal funding is distributed to state, local and tribal governments.

On a local level, Census data both public and private sectors to help determine when to expand infrastructure and helps guide local decisions relating to business development, school locations, infrastructure investments, expansion of water services, and many other services.

In March 2010, more than 130 million addresses across the nation will receive a census form. One of the shortest census forms in history, the 2010 Census form asks 10 questions and takes only 10 minutes to complete. The City of College Station benefits from a complete and accurate count of all of its residents as it will provide valuable information about how the City has grown and help identify how to best serve the citizens of College Station in the future.

The Planning & Development Services Department has committed to assisting the Census in collecting an accurate count of people in College Station. The Department works yearly to update the Census Bureau on changes to city boundaries, new roads, and construction that would house new residents. This item will provide the Council with detailed information about activities the Department and the rest of the City staff and officials participates in and upcoming activities to support the 2010 Census.

Budget & Financial Summary: N/A

Attachments: Census Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AFFIRMING THE CITY OF COLLEGE STATION'S SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS.

WHEREAS, the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for College Station to help shape the foundation of our society and play an active role in American democracy;

WHEREAS, The City of College Station is committed to ensuring every resident is counted;

WHEREAS, more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more;

WHEREAS, census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS, the 2010 Census creates hundreds of thousands of jobs across the nation;

WHEREAS, every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years;

WHEREAS, a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census;

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

- PART 1: Supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.
- PART 2: Asks its affiliates and citizens to partner together to achieve an accurate and complete count.
- PART 3: Encourage people in College Station to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

ADOPTED this 14th day of January, A.D. 2010.

ATTEST:

City Secretary

APPROVED:

MAYOR

APPROVED:

Lawrence

City Attorney

January 14, 2010
Workshop Agenda Item No. 7
Bicycle, Pedestrian, and Greenways Master Plan

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding adoption of the Bicycle, Pedestrian, and Greenway Master Plan.

Recommendation(s): N/A

Summary: The Bicycle, Pedestrian and Greenways Master Plan, a component of the College Station Comprehensive Plan, planning process has been underway for the past year and a draft of the update is complete. The planning process began in November 2008 with an inventory of existing bicycle, pedestrian, and greenway facilities and the selection of a Technical Task Force and Staff Resource Team. Over the past twelve months, staff has provided updates on the progress of the plan including a needs assessment, recommendations on system development and management and implementation. Citizen engagement included three community meetings, an online survey, and focus groups.

Staff will provide a draft copy of the Bicycle, Pedestrian, and Greenways Master Plan as well as an overview of the document for preparation of a public hearing, presentation, possible action, and discussion regarding adoption of the Plan on January 28th.

Budget & Financial Summary: N/A

Attachments: N/A – Draft Plan will be provided at Workshop

January 14, 2010
Workshop Agenda Item No. 8
**Unified Development Ordinance Amendment – Municipal Industrial
Facilities and Private Utility Buildings**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a possible amendment to Chapter 12, "Unified Development Ordinance," Section 7.9, "Non-Residential Architectural Standards" and Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas related to architectural requirements for municipal industrial facilities and private utility buildings.

Recommendation(s): To direct staff how to proceed with the possible amendment. The Planning & Zoning Commission considered this item at their regular meeting on November 19, 2009 and recommended denial by a (5-1) vote. Staff recommended approval.

Summary: The proposed amendment would exempt municipal facilities of an industrial nature and private utility buildings (such as equipment buildings at substations) from the Non-Residential Architectural (NRA) Standards contained in the City's Unified Development Ordinance (UDO). Currently the UDO includes an exemption for both public and private developments on industrial-zoned properties. Because municipal facilities and many private utilities are permitted in all zoning districts, it is unusual that such property carry an industrial zoning designation. The proposed amendment would allow these facilities to comply with the same standards that are in place for privately developed industrial facilities and could be expanded to exempt certain private utility buildings if adequately screened.

The proposed amendment would exempt only those municipal facilities that are industrial in nature, such as a wastewater treatment plant or electrical substation. Non-industrial facilities, such as a municipal court or City hall would still be required to comply with the NRA standards.

The City Council briefly discussed this item in a workshop session in October, 2009. As a result of that discussion, staff has developed an approach for the Council to review City facilities in the project development / design stage so that design standards can be applied at the Council's discretion because of location or use, if necessary.

Budget & Financial Summary: N/A

Attachments:

1. Background

BACKGROUND

The following definition is proposed to be added to the City's Unified Development Ordinance to further describe what constitutes a municipal industrial facility:

Industrial, Municipal: A municipal use or structure that serves a public need and is primarily engaged in the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, electricity, information, and telecommunication, including structures associated with private utilities; research and laboratory activities; warehousing and distribution; bulk storage facilities operation; storage and maintenance of service vehicles; cleaning of equipment; solid waste management; municipal recycling; public works yards, container storage; or similar activity. Ordinarily these areas have low parking turn-over, few pedestrians, but a large amount of truck traffic.



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
November 19, 2009, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman Scott Shafer, Tom Woodfin, Paul Greer, Doug Slack, Mike Ashfield, and Hugh Stearns

COMMISSIONERS ABSENT: Chairman John Nichols

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planners Lauren Hovde, and Matt Robinson, Graduate Civil Engineer Erika Bridges, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Transportation Planning Coordinator Joe Guerra, Greenways Program Manager Venessa Garza, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh, and Administrative Support Specialist Brittany Caldwell

Regular Agenda

9. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Section 7.9 Non-Residential Architectural Standards and Section 11.2 Defined Terms regarding architectural standards for municipal facilities that are industrial in nature. **Case #09-00500231 (JP)**

Senior Planner Jennifer Prochazka presented the ordinance amendment and stated that the proposed amendment would exempt municipal facilities of an industrial nature from the Non-Residential Architectural Standards contained in the City's Unified Development Ordinance. She said that currently the Unified Development Ordinance includes an exemption for both public and private developments on industrial-zoned properties. She also said that the City Council would determine if the facility would need to meet the Non-Residential Architectural requirements.

Commissioner Stearns stated that he was concerned that the proposed amendment would be abused.

Commissioner Woodfin stated that the City needs to meet the same standards as the private sector.

Acting Chairman Scott Shafer opened the public hearing

No one spoke during the public hearing.

Acting Chairman Scott Shafer closed the public hearing.

Commissioner Ashfield motioned to recommend approval of the ordinance amendment. The motion failed because of lack of a second.

Commissioner Woodfin motioned to recommend denial of the ordinance amendment. Commissioner Stearns seconded the motion, motion passed (5-1). Commissioner Ashfield was in opposition.

January 14, 2010
Workshop Agenda Item No. 9
Community Development Mixed-Use Development Vision and RFP

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the proposed request for proposals and general vision for an anticipated Community Development mixed-use project at 204-220 Holleman Drive.

Recommendation(s): Staff requests that Council receive the presentation and provide any input or direction in this regard.

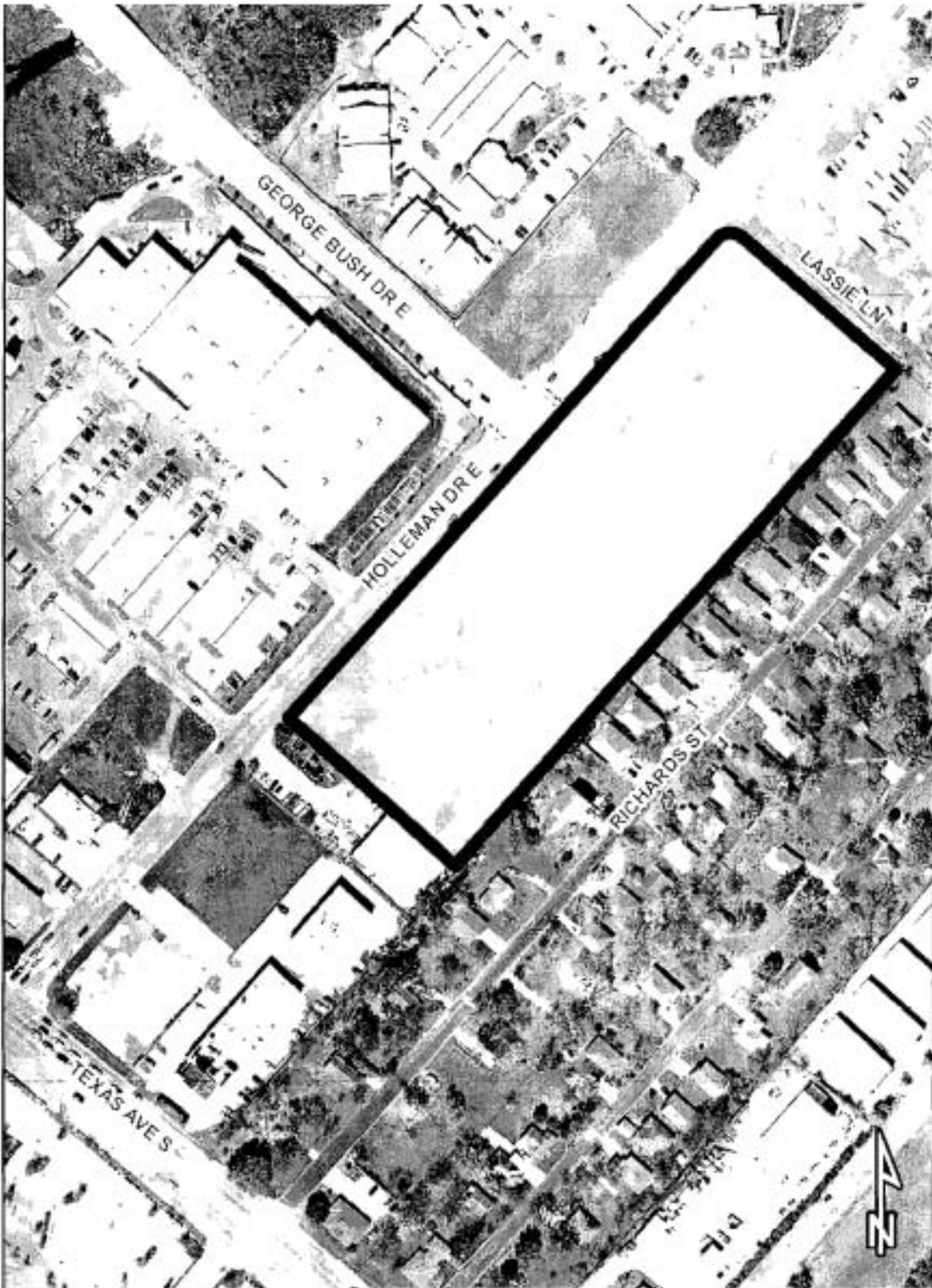
Summary: In October 2009, Council approved the City's purchase of 6.1368 acres located at 204 – 220 Holleman Drive East for development as a targeted mixed-use project under the City's existing Community Development Program. The Request for Proposal (RFP) process aims to identify a development team to help finance, design and develop, and manage this exciting new project. Further, it intends to promote development in a low-income neighborhood and provide additional housing and job opportunities for low-to-moderate income households in the College Station.

Budget & Financial Summary: N/A

Attachments:

Attachment 1 – Property Location Map

Attachment 1 - Project Location Map - 204 - 220 Holleman Dr E



January 14, 2010
Consent Agenda Item No. 2b
Health District Cooperative Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on the Brazos County Health District Cooperative Agreement between the Cities of College Station, Bryan, and Brazos County.

Recommendation(s): Staff recommends that Council approve the Cooperative Agreement.

Summary: The Brazos County Health District Board has been working on a new Cooperative Agreement for the past three years. The board is made up of 2 members from the City of College Station (Mayor White and Councilmember Lyles), 2 from the City of Bryan, and 2 from Brazos County. The original Cooperative Agreement has been in place since 1984, and was last revised and readopted in 1995.

One of the most significant changes in this agreement is to provide a defined funding formula for the 3 entities which results in each entity providing equal funding to the Health District.

The City of Bryan approved this agreement at their December 15, 2009 City Council Meeting. Brazos County approved the agreement on December 29, 2009.

Budget & Financial Summary: The total FY 10 budget for the Health District is \$2,197,134. The FY 10 City of College Station budget includes \$351,500 for the Brazos County Health District. The City of Bryan and Brazos County will each be contributing the same amount as called for in the new agreement. The Health District also receives funds from the Department of State Health Services, and from service fees.

Attachments: Brazos County Public Health District Cooperative Agreement

**BRAZOS COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT**

This Agreement is entered into as of October 1, 2009, by and between the Cities of Bryan, Texas; College Station, Texas; and Brazos County, Texas.

WHEREAS, by Cooperative Agreement dated August 31, 1984, the Cities of Bryan, Texas, College Station, Texas and the County of Brazos, State of Texas (hereinafter referred to collectively as the "Parties") created the Brazos County Health District, commonly known as the Brazos County Health Department, pursuant to the Texas Health and Safety Code §121.041; and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and readopted by the Members in 1995; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that for and in consideration of mutual benefits herein expressed, the receipt of sufficiency is hereby acknowledged, the Members of the District do hereby amend and restate the Cooperative Agreement providing for the operation and maintenance of the Brazos County Health District in accordance with the following:

I. DEFINITIONS

ACT means the Local Public Health Reorganization Act; Texas Health and Safety Code, Chapter 121.

BOARD MEMBER means a person appointed by a District Member to serve on the Board of Health.

DIRECTOR means the chief administrative officer of the Brazos County Health District.

DISTRICT MEMBER means a municipality, a county, or other governmental entity which is a full participant in the Health District. Unless otherwise specifically stated herein, the use of the term District Member refers to the class of members defined as a Full District Member.

HEALTH AUTHORITY means the physician who is to administer state and local laws relating to public health.

HEALTH DISTRICT (hereinafter sometimes referred to as the "District") means the Brazos County Health District created hereby and established under Subchapter E, Chapter 121, Texas

Health and Safety Code to perform any public health function that any of its District Members may perform, unless otherwise restricted by law.

BRAZOS COUNTY BOARD OF HEALTH (hereinafter sometimes referred to as "Board" or "Board of Health") means the Brazos County Health District's administrative board of directors appointed by the District Members to govern the operation of the District.

PHYSICIAN means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

PUBLIC HEALTH SERVICES means those services provided by or performed by the Health District, including but not limited to, laboratory services, clerical services, community health services, environmental health services, educational services and accounting.

II. HEALTH DISTRICT

2.1. **Establishment.** This Agreement continues the operation of a public health district heretofore established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E Public Health Districts. The health district is known as the Brazos County Health District (hereinafter "Health District").

2.2. **Membership.** The Health District shall have two classes of members: Full District Members and Limited Members. Full District Membership is open to Brazos County, Texas and municipalities located in Brazos County, Texas. Limited Membership is open to school districts and institutions of higher education located in Brazos County, Texas. Full District Members shall have voting rights as more fully described in Section 3.6 hereof. Limited Members shall have the right to send one representative to Board of Health meetings and participate in any discussions at said meetings. Limited Members shall not have the right to vote.

2.2.1. **Full membership.** At the time of the Amendment and Restatement of this Agreement, the following governmental entities are admitted as Full District Members:

Brazos County, Texas
City of Bryan, Texas
City of College Station, Texas

2.2.2. **Subsequent admission.** Any governmental entity located in Brazos County, including a school district and institution of higher education, may apply for membership in the Health District. The governing body of each Full District Member shall review the application, and the applicant shall be admitted to the Health District on the same terms available to other existing District Members in a particular class of members, if a majority of the governing body of each Full District Member approves the application.

2.2.2.1. Municipalities, if approved as provided herein, shall be admitted as Full District Members. Before a municipality admitted as a Full District Member after the effective date of this Agreement may exercise any right or privilege

under this Agreement, the municipality must file with the Health District a resolution of its governing body authorizing the execution (by an appropriate municipal official), and agreeing to be bound by the terms of this Agreement. A newly-admitted municipality, together with the existing District Members shall execute an addendum which shall become a part of this Agreement.

- 2.2.2.2. School districts and institutions of higher education, if approved as provided herein, may only be admitted as Limited Members. Before a school district or institution of higher education, admitted as a Limited District Member after the effective date of this Agreement, may exercise any right or privilege under this Agreement, the school district or institution of higher education must file with the Health District a resolution of its school Board of Trustees or Board of Regents authorizing the execution (by an appropriate official) and agreeing to be bound by the terms of this Agreement. A newly-admitted school district or institution of higher education, together with the existing District Members, shall execute an addendum which shall become a part of this Agreement.

2.3 **Expulsion and Withdrawal of District Member.**

- 2.3.1 **Withdrawal.** Any District Member may withdraw from the District upon the unanimous vote of such withdrawing District Member's governing body. Notwithstanding the above, any District Member shall be deemed to have withdrawn upon the failure of the District's governing body to appropriate funds for the Health District. Should a District Member be deemed to have withdrawn as stated above, the District shall give written Notice of such withdrawal to the County Judge or City Manager, as appropriate, with an opportunity to cure such failure to contribute within thirty (30) days of the date of such Notice.
- 2.3.2 **Expulsion.** A District Member may be expelled upon the unanimous vote of the Board and the governing bodies of all District Members (exclusive of the District Member to be expelled).
- 2.3.3 **Contribution.** Should a District Member withdraw or be expelled during a District fiscal year, such withdrawing or expelled District Member shall be bound and is hereby obligated to pay in full that District Member's contribution for the year of withdrawal or expulsion.

III. BOARD OF HEALTH

3.1 **Creation.** The administrative public health board, known as the Brazos County Board of Health (herein referred to as the "Health Board" or "Board" or "Board of Health") heretofore established under the prior Cooperative Agreement and in accordance with Section 121.046 of the Act shall serve as the administrative health board governing the District.

3.2 **Duties.** The Board of Health may perform any function relating to the operation of the Health District that is provided for under this Agreement. The Board of Health shall adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the

health and safety of the public. The Board of Health shall advise the District Director and the District Members on matters of public health, and retain ultimate authority for public health matters within the Health District. The Board of Health may not adopt a rule that is not specifically authorized by State law, conflicts with a State law, or conflicts with a District Member ordinance or County order. Each Board Member shall be responsible for presenting and advocating on its behalf the District's contribution request through the budget process of the District Member the Board Member represents. The Board of Health shall determine the kinds and frequencies of reports, other than as stated herein, to be prepared by the District on an annual basis.

3.3 **Composition.** The Board shall consist of two representatives from each of the Full District Members and one representative for each Limited Member. Each city council and the Commissioners Court will select two of its citizens, who may, but need not be an employee or an elected official of the appointing District Member. If the District Director is not a Physician, the Health Authority shall be an ex-officio representative on the Health Board.

3.4 **Term.** Board Members will serve two years except any Board Member currently serving shall complete his current term and any consecutive term for which he is eligible. Each Board Member may be reappointed for four consecutive terms. In order to maintain continuity on the Board, each District Member agrees to stagger the appointment of its two duly appointed Board Members. For purposes of implementing this process on the date of this Amended and Restated Agreement, each District Member may, if necessary, shorten or lengthen by one year the term of one of its currently sitting Board Members.

3.5. **Qualification.** The Board Members shall serve subject to the following terms and conditions:

3.5.1 **Residence.** Each Board Member must have resided in the geographical area within the jurisdiction of the governmental entities which are District Members for a period of three (3) years prior to his appointment.

3.5.2 **No Compensation.** Board Members shall serve without compensation.

3.5.3 **Attendance.** Attendance at Board Meetings is required. Failure to attend four consecutive Board meetings without a valid reason will be grounds for automatic removal of a Board Member. Except for automatic removal specified herein, any action to remove a Board Member shall be undertaken by the District Member appointing such Representative. The District Member considering removal shall be the sole judge of the reason it chooses to remove its representative.

3.5.4 **Vacancies.** In the event of a vacancy for any reason for the unexpired term of any Board Member, the vacancy shall be filled by appointment of the District Member which originally appointed the Board Member who no longer serves. A District Member filling a vacancy shall fill that vacancy in the same manner and method provided for in the original appointment. Board Members appointed to fill an unexpired term shall serve until the end of the unexpired term.

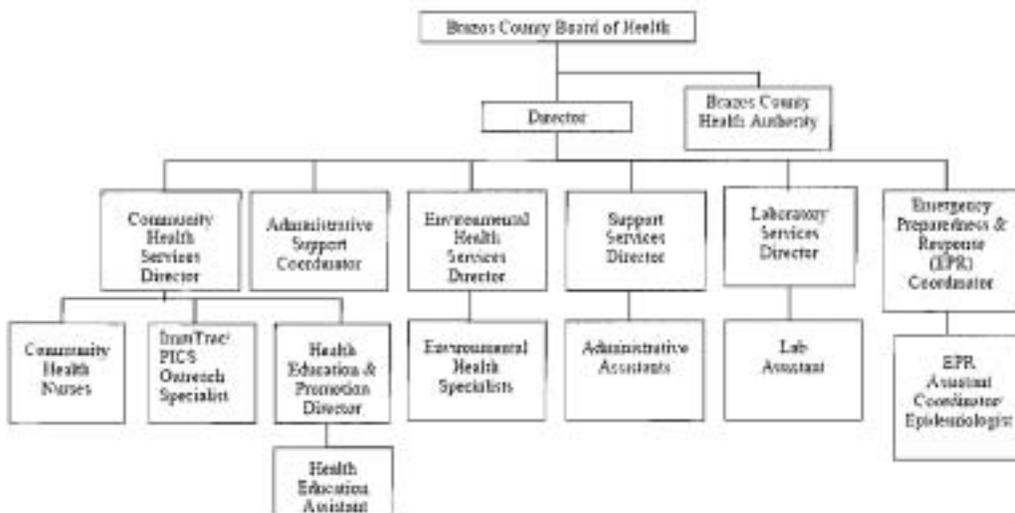
- 3.6 **Meeting Procedures.** The Board of Health may adopt rules of conduct and procedure not in conflict with this Agreement.
- 3.6.1 **Officers.** The Board of Health shall annually at the final meeting of the fiscal year elect a chairperson from the ranks of Board Members. The District Director shall serve as secretary to the Board. The Board may appoint such other officers as it may deem necessary.
- 3.6.2 **Quorum.** A quorum for meetings of the Board of Health shall be equal to at least three (3) Board Members representing at least two (2) District Members. Ex-Officio members of the Board shall not be counted for purposes of determining a quorum.
- 3.6.3 **Voting.** The two representatives selected to represent one District Member shall have but one vote between them on all issues brought before the Board. In the event one of the two representatives from one District Member is unable to attend a Board meeting, the representative present may cast that District Member's vote without the need of obtaining a proxy from the non-attending Board Member. Limited Members' representatives and any person sitting on the Board in an ex-officio capacity shall have no vote.
- 3.6.4 **Meetings.** The Board of Health shall meet at least quarterly on a date determined by the Board, and may hold special meetings when called by the Chairperson. The Chairperson, or in his/her absence his designee, shall call a special meeting of the Board when requested to do so by two or more Board Members, other than Ex-Officio Board members.
- 3.6.5 **Notice.** The Board of Health shall comply with the notice and open meeting requirements of the Texas Open Meetings Act (currently Tex. Government Code Section 551.001 et seq.). The District Director shall give notice of all meetings of the Board of Health to each Board Member and the governing body of each District Member at least five (5) business days prior to each meeting, and shall post notice of a meeting at least seventy-two (72) hours before a meeting in a public place at the main office of the Health District, unless an emergency as defined by Section 551.045 of the Open Meetings Act exists, in which case two-hour notice shall suffice.
- 3.6.6 **Action by the Board.** The Board of Health shall take action by a simple majority of the total votes cast by the Board Members at a properly-called meeting at which a quorum is present, unless a greater percentage is required to take some specific action under this Agreement.
- 3.6.7 **Parliamentary Rules.** Except for specific standing rules that may be adopted by the Board, "Robert's Rules of Order" as set forth in the latest edition of Robert's Rules of Order Newly Revised, will be followed at all meetings of the Board.

3.7 **Director Board Membership.** The Director shall serve as an ex-officio non-voting member of the Board.

IV. ORGANIZATION

4.1 The Brazos County Health District shall be organized, subject to amendment by the Board from time to time, as diagramed below:

Brazos County Health District
Organizational Chart



4.2 **Director Appointment.** The Director shall serve as the chief administrative officer of the Health District. The procedure for the selection of the Director shall be as follows:

- a. The Director of the Brazos County Health District shall be appointed by the District Members upon recommendation by the Board of Health.
- b. If the Director is a licensed Physician, he shall also serve as the "Health Authority" for the District and will perform all duties as specified in the Act, and shall be subject to all the requirements and rules hereof.
- c. If the Director is not a licensed Physician, he shall appoint a qualified licensed Physician to serve as the "Health Authority" for the District subject to the approval of the Board Members. The Health Authority shall serve as an ex-officio Board Member.

4.3 **Duties of the Director.** The duties and responsibilities of the Director shall include, but not be limited to, the following:

- a. The Director shall be the chief administrative officer of the Health District.
- b. The Director shall be responsible for the preparation of all budget proposals and budget requests for the District. The Director shall submit an annual proposed budget to the Board of Health which in turn shall submit such budget to the financial departments of each District Member.
- c. The Director shall be responsible for all purchasing for the District and Board and shall conduct the same in the authorized and legal manner provided herein.
- d. The Director shall provide to all Board Members and the governing body of each District Member notice of all meetings of the Health Board as provided herein.
- e. The Director shall perform all other duties and functions imposed on him as Director by the Board of Health or applicable state, federal and local laws, ordinances or regulations as they now read or as they are amended.
- f. The Director shall be an ex-officio (non-voting) member on the Board of Health, and serve as secretary to the Board. The Director shall record or take minutes of each meeting of the Board.
- g. The Director shall assume responsibility for applying for and administering grants from the Federal and State government, as well as private sources.
- h. The Director shall be responsible for the preparation and submittal to the Board of Health of all statistical reports and the procurement and submittal of all Independent Auditor's Reports of Financial Statements.

4.4 **Compensation of Director.** The Health Board shall annually set the compensation of the Director (and Health Authority where necessary) when it approves the Health District budget.

4.5 **Removal of Director.** The Director may be removed from office by the unanimous vote of the Board Members for lack of satisfactory discharge of duties, alcoholism, drug abuse, and conviction of a felony, misappropriation of funds or property, embezzlement, physical or mental impairment (disability) which permanently prevents satisfactory discharge of duties.

4.6 **Chief Financial Officer.** The Brazos County Auditor shall serve as the Chief Financial Officer of the District, subject to the Brazos County Auditor's consent, and at the Brazos County Auditor's discretion, with the approval of the District Judges (as that term is defined in Subchapter A, Chapter 84 of the Texas Local Government Code).

V. FINANCES

5.1 **Budget.** The District Director shall each year submit a proposed budget for the District's fiscal year, which shall be from October 1st to September 30th, to the Board of Health for its consideration. The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Board of Health shall each fiscal year approve a preliminary budget for the Health District for the upcoming fiscal year by May 30th. The budget approved by the Board of Health shall be sufficient to provide for the payment of expenses necessary for the operation of the Health District including the following items: (1) staff salaries; (2) supplies; (3) suitable office space; (4) health and clinic centers; (5) health service and facilities; (6) maintenance; (7) travel and education costs; and (8) other necessary costs for the operation of the District. The budget shall also show all known or anticipated sources of revenue and the proposed contribution amount of each District Member based upon the formula outlined in Paragraph 5.6 hereof. Upon the approval of the Board of Health, the preliminary budget shall be submitted, no later than June 1st by the Board Members, to the governing body of their respective District Members for approval. The Board of Health shall approve a final budget during the month of September to be effective October 1st. A public hearing on the final budget shall be held on the same day set for the meeting of the Board of Health to approve such final budget. The Board shall only amend the budget in the same manner that it adopted the original budget.

5.2 **Approval of Expenditures.** The Director has the authority to approve all expenditures less than or equal to \$5,000.00 as long as the expenditure does not require an amendment to the District budget. No expenditures will be approved unless there are adequate budgeted funds within the appropriate category to support the expenditure. All budgeted expenditures greater than \$5,000.00 will be approved by the Board Chairman or his or her designee and brought to the Board for formal review and approval at the next Board meeting after such expenditure is made. All contracts and grants, except those of a nonfinancial nature and certain State contracts, as set forth in the District's Budget and Expenditure Authorization Policy Statement, shall be brought before the Health Board for its approval. The Board Chairman shall execute all District contracts, except those of a non-financial nature and certain State contracts, as provided above, which shall be executed by the Director.

5.3 **Statistical Report.** A Statistical Report which shall include a statistical summary of the Health District's activities in the most recent fiscal year, and such other matters deemed appropriate by the Board of Health shall be prepared and presented to the Board at its quarterly meetings.

5.4 **Annual Audit.** The Board shall authorize the hiring of a qualified firm or individual, licensed to practice as a certified public accountant or firm by the State Board of Public Accountancy, to audit the financial records of the Health District and prepare financial statements in accordance with Governmental Accounting & Financial Reporting Standards (GAFR) published by GASB. A copy of the most recent Independent Auditor's Report of Financial Statements shall be sent to the governing body of each of the District Members no later than May 31st of the year following the year covered by such report.

5.5 **Accounts.** The District's accounts shall be maintained in a separate fund within the financial system of Brazos County. All income to the District will be maintained in appropriate accounts in accordance with Generally Accepted Accounting Principles. Appropriate records of all income and disbursements from these accounts will be kept by the District. Summary records shall be reviewed and approved by the Board quarterly. No appropriation of money from these accounts shall be made unless unanimously approved by the Board.

5.6 **District Member Contributions.** Each District Member shall annually budget for and contribute its proportionate share of funding as described below to the District to be held in the accounts described in Paragraph 5.5 above. Contributions are payable monthly but in no event less often than quarterly. The District Members agree that funding for District Members shall be equal to one-third (1/3) of the budgeted cash amounts of the District for the next fiscal year. Brazos County shall, until agreed otherwise in writing, contribute in addition to its one-third of the budget amount, the current District's physical facilities including utilities and janitorial services, auditing services, accounting services, purchasing services and human resources services, and inclusion of District employees in the County's retirement, health insurance and worker's compensation programs and provide general liability and errors and omissions liability insurance coverage pursuant to the County's then current insurance policy insuring against risks and claims arising out of the operation of the District, without charge to the District.

5.7 **Fund Balance.** All unencumbered funds at the close of a fiscal year shall be deposited into the District's Fund Balance to be designated for use for public health services mutually beneficial to each District Member or shall be used to reduce budget contributions of the District Members in the following fiscal year. No appropriation of money for such later use shall be made unless unanimously approved by all District Members. All payments made to the District shall be from current revenues of each District Member.

5.8 **Invoice.** Premised upon the approval of the Budget by the Board and the governing body of each District Member of its contribution amount for the next succeeding year, the Director shall send an invoice to the appropriate financial department of each District Member, setting forth the cash contribution due and owing for that budget year. Each District Member's contribution shall be paid monthly or at the District Member's election, quarterly.

VI. DISSOLUTION

6.1 **Events Initiating Dissolution.** The District shall dissolve and its affairs shall be wound up on the first to occur of the following:

- a. the written consent of all District Members;
- b. the failure of a District Member to make its annual contribution unless the business of the District is continued by the consent of all remaining District Members;
- c. failure of District to fulfill its legal requirements in order to maintain its affiliation with the Texas Department of State Health Services.

6.2 **Liquidation Process.** On dissolution of the District, the Director shall act as liquidator. The Director shall proceed diligently to wind up the affairs of the District and make final distributions as provided herein. The costs of liquidation shall be borne as a District expense and shall be paid out of the District's available accounts as described in Paragraph 5.5 above. Until final distribution, the Director shall continue to operate the District properties with all of the power and authority of the Director. The steps required to liquidate the District are as follows:

6.2.1 **Accounting.** As promptly as possible after an event of dissolution and again after final liquidation, the Director shall cause a proper accounting to be made by a recognized firm of certified public accountants of the District's assets, liabilities, and operations through the last day of the calendar month in which the event of dissolution occurs or the final liquidation is completed, as applicable.

6.2.2 **Notice.** The Director shall cause the notice of such dissolution to be mailed to each known creditor of the District.

6.2.3 **Liabilities.** The Director shall pay, satisfy or discharge from District funds all of the debts, liabilities and obligations of the District (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Director may reasonably determine). To the extent the District's liabilities exceed its assets, the District Members shall, in equal shares, contribute an amount sufficient to discharge such liabilities.

6.2.4 **Assets Remaining.** All remaining assets, if any, of the District shall be distributed to the District Members as follows:

6.2.4.1 **In Kind Contributions.** All assets which were originally received by the District as in-kind contributions and which are still in the possession of the District at the time of final distributions shall be returned to the contributing District Member.

6.2.4.2 **Sale.** All remaining property and assets shall be distributed equitably among the District Members pursuant to terms of a written mutual agreement. A dollar value representing the value of property received by each Member through the distribution process in this subparagraph 6.2.4.2 (the "Individual Deduction Amount") shall be allocated to each party. If the District Members are unable to negotiate an agreement for the equitable distribution of all or any of the remaining property, such remaining property shall be sold by sealed bid or auction in accordance with applicable laws. The proceeds of such sale and/or auction will be distributed equitably among the District Members as follows: the total value of proceeds received from sale and/or auction shall be added to the total value of property distributed to the parties under this subparagraph 6.2.4.2 (the "Total Gross Value"); the Total Gross Value shall be divided by the number of District Members participating at the time of dissolution (the "Individual Gross Amount Due"); each District Member shall

be paid (or reimburse, as appropriate) the difference between the Individual Gross Amount Due and such party's Individual Deduction Amount.

6.2.4.3 Surplus Property. To the extent allowed by applicable laws governing the disposal of surplus property, the parties may agree to donate items of personal property to authorized entities.

6.2.5 In-Kind Contributions. All distributions in kind to the District Members, as set forth in Paragraph 6.2.4.2 above, shall be made subject to the assumption of liability of each recipient Member for costs, expenses, and liabilities associated with such asset theretofore incurred or for which the District has committed prior to the date of distribution. The distribution of cash and/or property to a District Member in accordance with the provisions of this section constitutes a complete distribution to the District Member of all the District's property and constitutes a compromise to which all District Members do hereby consent.

6.2.6 Applicable Law. All actions shall be exercised in accord with existing local, state, and federal law, rules and regulations as they pertain to the termination of personnel, property and the responsibility to provide for services.

VII. MISCELLANEOUS

7.1. Effective date. This Agreement, as amended and restated, is effective when approved by the governing body of all District Members, and signed by the appropriate officer of each governing body.

7.2. Entire agreement; modifications severability. This Agreement supersedes all prior Agreements relating to the subject matter herein and contains the entire understanding of the parties hereto relating to the subject matter contained herein. This Agreement may not be modified or amended without a written agreement approved by the governing bodies of each of the District Members. The section headings herein are for convenience and reference, and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

7.3. Governing law and venue. This Agreement is governed by the laws of the State of Texas and the Federal government, and should be construed to carry out the intent of the *Local Public Health Reorganization Act*, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the Charters, ordinances, or orders of all District Member entities existing as of the effective date of this Agreement. This Agreement is performable in Brazos County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Brazos County, Texas.

7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No District member shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining District Members.

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: _____
BEN WHITE, Mayor

APPROVED:

APPROVED:



HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

KAREN MCQUEEN, County Clerk

By: _____
RANDY SIMS, County Judge

January 14, 2010
Consent Agenda Item No. 2c
Arrington-Decatur Conservation Containment Fence Project
Advanced Funding Agreement

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the Texas Department of Transportation (TxDOT) for the Arrington-Decatur Conservation Containment Fence project.

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

Summary: During the construction of State Highway 40 between State Highway 6 and Wellborn Road, the Texas Department of Transportation (TxDOT) purchased a conservation easement from Mr. Tim Crowley in an effort to mitigate the environmentally sensitive areas disturbed and destroyed during the construction of the roadway. The boundaries of this easement, which also align with the boundaries of the property, are shown in the attached figure. In general, the easement and property are bounded by Decatur Drive, Arrington Road, William D. Fitch and the Castle Rock subdivision. Naturally occurring wetlands exist on this property as well as the endangered Navasota Ladies' Tresses. Several individuals in the community spend a considerable amount of time identifying and electronically marking the locations of this endangered plant. Approximately three years ago, Mr. Crowley dedicated this property, and other greenway areas, to the City of College Station. However, TxDOT retained control and ownership of the conservation easement.

In an effort to ensure the property owned by the City of College Station and the easement owned by TxDOT are not damaged or adversely impacted in the future, U.S Fish and Wildlife is requiring that the easement be clearly defined and access restricted to this protected area. Therefore, the City and TxDOT are partnering to construct a barbed wire fence around the property. The dashed line on the attached map shows the location of the proposed fence. The solid double line on the attached map indicates the location of an existing fence constructed by the developer of the Castle Rock Development. The purpose of the fence is to maintain the integrity of the conservation easement and further protect the endangered Navasota Ladies' Tresses by keeping unauthorized persons from entering the conservation area, and to prevent future development from encroaching on the property.

The City Council is being asked to approve a resolution for an AFA with TxDOT, which is required by the State for any construction activities or miscellaneous improvements performed within TxDOT right-of-way or easements. There are no payments to TxDOT associated with this AFA. TxDOT will reimburse the City of College Station 50% of the construction costs once the project is constructed.

Budget & Financial Summary: The current construction cost estimate for the Arrington-Decatur Conservation Containment Fence is \$28,000. The project budget is \$100,000, of which \$15,036 has been expended or committed to date, leaving a balance of \$84,964.

Attachments:

1. AFA
2. Resolution
3. Location map

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For
State Participation in an Off-System Fencing Contract**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 101588, authorizing the State to undertake and complete a highway improvement generally described as the construction of a new location non-freeway facility including the purchase from an adjacent landowner of a conservation easement necessary to mitigate the loss of habitat of the Navasota Ladies-tresses, an endangered plant found within the limits of the new highway right of way, and,

WHEREAS, the original owner of the property containing the conservation easement has transferred ownership of this property, along with all the responsibilities to protect and maintain this easement as Navasota Ladies-tresses habitat, to the Local Government, and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment "A" for the construction of a perimeter fence to delineate and protect this easement as shown on the location map in Attachment "B", hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The Project scope of work includes the design and construction of a fence around the perimeter of the previously purchased conservation easement as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be

promptly paid by the owing party. The State will not pay interest on any funds provided by the Local Government.

- f. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- g. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- h. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- i. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- j. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. either party elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's

failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

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

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable Local Government's design standards, standard specifications, special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the State will be given the opportunity to review contract change orders that will result in an increase in cost to the State.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of the project upon completion of construction.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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

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

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

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

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the Local Government shall remain the property of the Local Government. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the

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Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

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

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

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

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

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

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

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

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

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

23. Office of Management and Budget (OMB) Audit Requirements

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

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

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

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

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

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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

THE STATE OF TEXAS

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

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

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THE LOCAL GOVERNMENT

CITY OF COLLEGE STATION

By: _____
 Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: 1-4-2010

Chief Financial Officer
Date: _____

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ATTACHMENT A

Resolution or Ordinance

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ATTACHMENT B

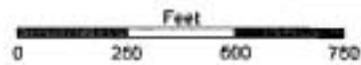


Photo from 2005 NAIP Imagery

Legend

- Existing Fence
- Proposed Fence

Attachment B Location Map

SH 40 Conservation Easement
Brazos County, Texas



ATTACHMENT C

Project Budget and Description of Work

The State will participate in the Local Government's project to construct a perimeter fence around the Navasota Ladies-tresses conservation easement as shown in Attachment B. The State's participation will be in the form of a reimbursement to the Local Government for 50% of the actual construction cost of the Project. For the purpose of this agreement, construction costs are limited to the actual cost of labor, equipment and materials necessary to complete the project as designed by the Local Government and approved by the State and as bid by the Local Government's contractor. The estimated participation of each party in this Project is shown below:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Preparation of Construction Documents	\$	0%	\$0	0%	\$0	100%	\$
Contract Administration and Construction Inspection	\$	0%	\$0	0%	\$0	100%	\$
Construction Costs	\$ 100,000	0 %	\$0	50%	\$50,000	50%	\$50,000
Subtotal	\$		\$		\$		\$
Direct State Costs (including plan review, inspection and oversight)	Waived	0%	\$0	0%	N/A	0%	N/A
Indirect State Costs (no local participation required except for service projects)	Waived	0%	\$0	0%	N/A	0%	N/A
TOTAL	\$100,000		\$0		\$50,000		\$50,000

It is further understood that the Local Government will include only those items for the improvements necessary to complete the Project as shown in the approved construction plans and approved change orders. This is an estimate only. The State will base its final reimbursement on the actual items of work completed at the unit prices bid by the Local Government's contractor.

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The Local Government will submit to the State a request for reimbursement to the State's point of contact listed in Item 14 in the agreement. If the request is found to be correct and accurate, the State will reimburse the Local Government for 50% of all eligible construction costs as defined above. The State will reimburse the Local Government within 30 days of receipt of the request for reimbursement.

The State will not make reimbursements to the Local Government more often than once per month. The State will make its final reimbursement only after the work has been completed and accepted by the Local Government and the State and the Local Government has prepared its final determination of cost.

The State will not reimburse the Local Government for any work not included in the approved construction drawings unless the work has been added to the Project by change order. Change orders that increase the State's participation in the Project must be approved by the State prior to the work being done.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ALLOWING THE MAYOR TO SIGN AN ADVANCE FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COLLEGE STATION FOR CONSTRUCTION OF THE ARRINGTON-DECATUR CONSERVATION CONTAINMENT FENCE.

WHEREAS, the City Council of the City of College Station, Texas, supports the City plan to construct the Arrington-Decatur Conservation Fence Project consisting of a containment fence in the Arrington and Decatur Drive area; and

WHEREAS, the City Council of the City of College Station, Texas, agrees to fund the Arrington-Decatur Conservation Containment Fence Project 100% of the value of the project with 50% of the construction costs being reimbursed by the Texas Department of Transportation; now, therefore,

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

- PART 1: That the City Council hereby approves the Advance Funding Agreement.
- PART 2: That the City Council hereby approves of the Mayor signing the agreement.
- PART 3: That the City Council hereby agrees to fully fund the Arrington-Decatur Conservation Containment Fence construction costs with 50% of the construction cost being reimbursed by the Texas Department of Transportation to the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14th day of January, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

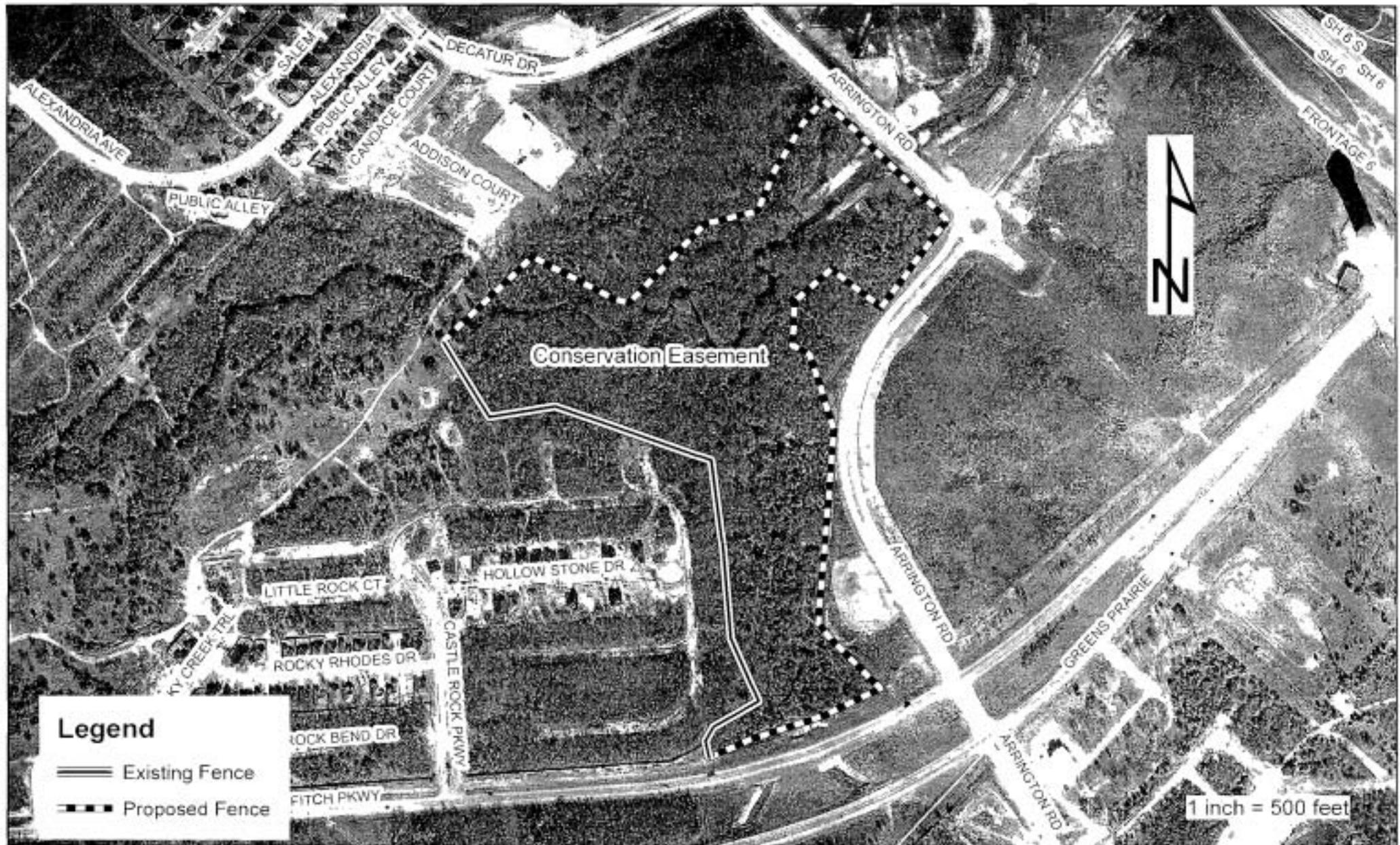
MAYOR

APPROVED:

City Attorney



Arrington-Decatur Conservation Containment Fence Project Location Map



January 14, 2010
Consent Agenda Item No. 2d
Resolution Determining Need (Easement Acquisition)
Land Acquisition – Wells Project

To: Glenn Brown, City Manager

From: Chuck Gilman, PE, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of easements needed to connect the properties on which Water Well #8 and Water Well #9 will be located. This is part of the Land Acquisition – Wells Project, which provides for the purchase of land for Well Sites #8, #9 and #10.

Recommendation(s): Staff recommends Council approval of the Resolution.

Summary: A forty eight foot (48') wide utility easement and a thirty foot (30') wide temporary construction easement will be utilized to install a water pipeline system from Well Site #8 to Well Site #9. In addition, a maintenance / access roadway and electric facility will need to be installed alongside the pipeline. Water Well #8 is under construction and preliminary plans call for construction of Water Well #9, the pipeline and roadway in 2011 or 2012.

Budget & Financial Summary: Funds in the amount of \$6,667,217 are budgeted for this project in the Water Capital Improvement Projects Fund. \$4,853,949 has been expended or committed to date, leaving a balance of \$1,813,268 for future land expenditures.

Attachments:

1. Resolution Determining Need
2. Project Map – Attachment to Resolution
3. Project Vicinity Map

RESOLUTION NO. _____

RESOLUTION DETERMINING NEED

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE LAND ACQUISITION – WELLS PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city water system as a public service; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the city water system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its water system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City’s Charter; and

WHEREAS, the City is engaged in the following project regarding the acquisition of land for Well Sites #8, #9 and #10, including the purchase of land and easements to facilitate development, production and maintenance of the well sites, Land Acquisition – Wells (the “Project”); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City install water lines (whether one or more), access facilities, related equipment, communication lines, electric lines and an access / maintenance roadway, through the City’s acquisition, by purchase or condemnation proceeding, of the right-of-way and easements as provided in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the “Right-of-Way and Easements”); now, therefore;

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

- PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Right-of-Way and Easements, and the public welfare and convenience will be served by the acquisition of the Right-of-Way and Easements.
- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Right-of-Way and Easements.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Right-of-Way and Easements.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Right-of-Way and Easements.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Right-of-Way and Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Right-of-Way and Easements for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Right-of-Way and Easements, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A" TO RESOLUTION DETERMINING NEED

Being a forty eight foot (48') wide Permanent Utility Easement and a thirty foot (30') wide Temporary Construction Easement extending across the following tract of land, the alignment of said easements being generally depicted by the attached project map.

Tax ID

R16093, R15242, R15267 and R13373

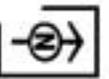
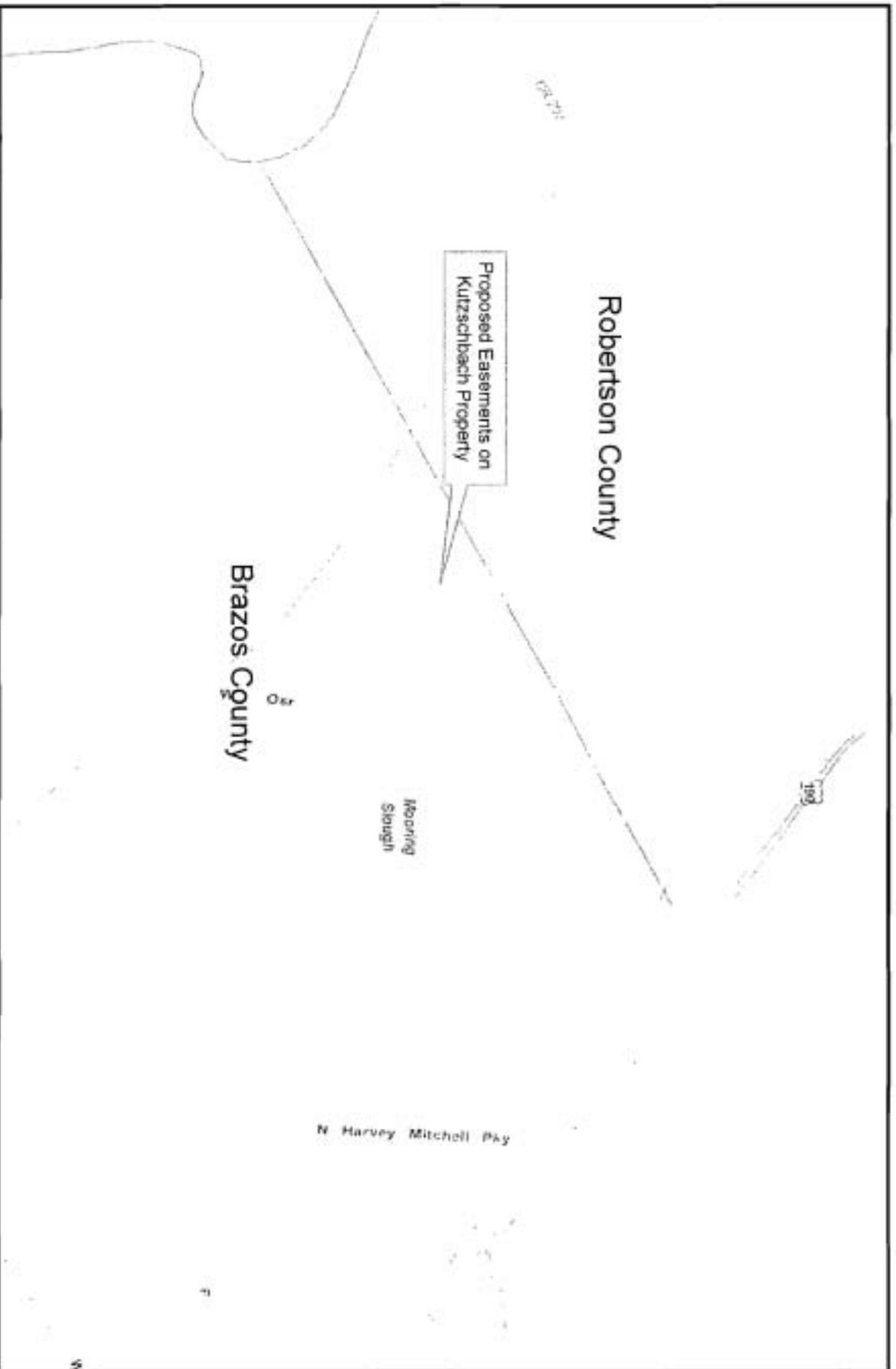
Property Owner (current of former)

Ruth Davis Kutzschbach and the William E. Kutzschbach Trust

Legal Description

All that certain tract or parcel of land containing 478.69 acres, more or less, out of the John Smith League, Abstract No. 209, the Moses Hughes League, Abstract No. 135, the Robert Henry League, Abstract No. 138 and the Francisco Ruiz League, Abstract No. 48, Brazos County, Texas, being the same land described in deed dated March 3, 1955, from Read Wipprecht, et al, to W. E. Kutzschbach and wife, Ruth D. Kutzschbach, recorded in Volume 167, Page 473 of the Deed Records of Brazos County, Texas.

Land Acquisition - Wells Easements from Well Site #8 to Well Site #9





WELL 1

48' WIDE PERMANENT EASEMENT &
32' WIDE TEMPORARY CONSTRUCTION EASEMENT

Future Wells
Existing Wells

- 1 CS Purchased
Rorve & Allan = 427 Acres
Hansen North = 471 Acres
- 2 Canevold (Water Rights Only) = 30 Acres
- 3 Kutzschbach = 478.69 Acres



WELL 2

DR WITTY
DR LINDA

W OAK

CHICKENHEAD CO

DR WITTY

DR WITTY

BARBER RD

SANDY POINT RD



48' WIDE PERMANENT EASEMENT &
30' WIDE TEMPORARY CONSTRUCTION EASEMENT

- Future Wells
- Existing Wells
- 1 CS Purchased
Rome & Allen = 427 Acres
Hansen North = 471 Acres
- 2. Caserens (Water Rights Only) = 30 Acres
- 3 Kutzschbach = 478.69 Acres



WELL 1

WELL 2

CONVERSE LN

W 10000 RD

W 10000 RD

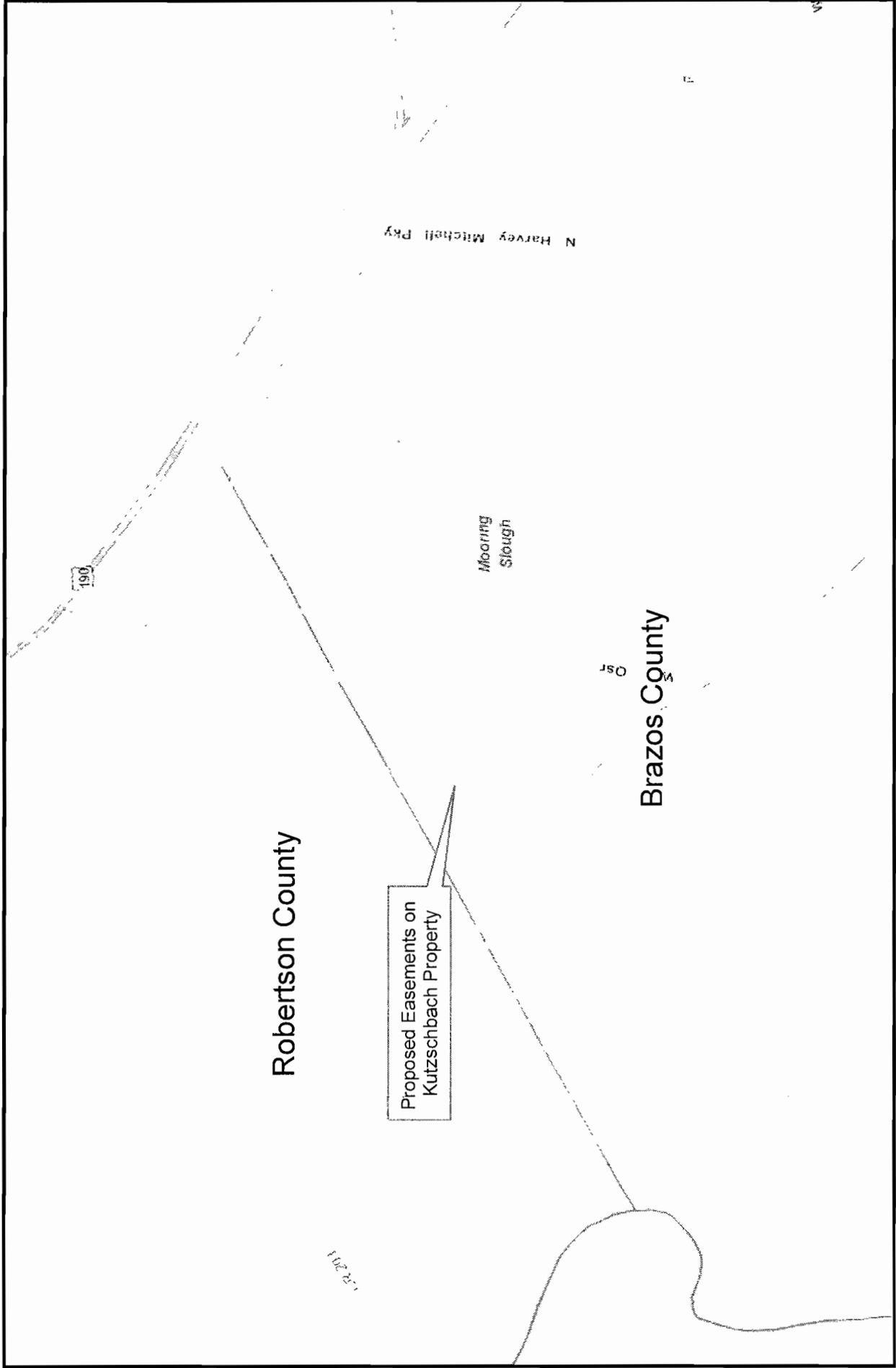
ON 10000 RD

W 10000 RD

MARNEE RD

SANDY ACRES RD

Land Acquisition - Wells Easements from Well Site #8 to Well Site #9



January 14, 2010
Consent Agenda Item No. 2e
Annual Price Agreement for Auto and Truck Tires

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$135,000.00.

Recommendation(s): Staff recommends approval to purchase auto and truck tires from Pilger's Tire & Auto Center through the Texas Multiple Awards Schedule (TXMAS) Contract (#TXMAS-7-26120-40). The estimated annual expenditure of \$135,000.00 is based on the average amount spent on auto and truck tires since February 2009 and the anticipated needs for new vehicles being added to inventory this fiscal year.

Summary: Pilger's Tire & Auto Center is the local (College Station, TX) TXMAS contract dealer for auto and truck tires. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals. This agreement is for a one-year term beginning February 1, 2010 through January 31, 2011.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Attachments:

Summary of TXMAS Contract #7-261020-40



**PILGER'S TIRE & AUTO CENTER
Contract TXMAS-7-261020-40**

Dealer for:

BRIDGESTONE FIRESTONE N.A. TIRE, LLC

On-Line Catalog/Order Processing

TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES

Corporate Office:
BRIDGESTONE FIRESTONE N.A.
TIRE, LLC
535 MARRIOTT DRIVE
NASHVILLE TN 37214
USA

Send PO to:
PILGER'S TIRE & AUTO CENTER
400 E. UNIVERSITY DRIVE
COLLEGE STATION TX 77840
USA
Vendor ID: 17418726752

Invoice From:
PILGER'S TIRE & AUTO CENTER
400 E. UNIVERSITY DRIVE
COLLEGE STATION TX 77840
USA
Vendor ID:

Delivery: 30 DAYS ARO
FOB Point: DESTINATION
Terms: NET 30 DAYS
Remit To: PILGER'S TIRE & AUTO CENTER
400 E. UNIVERSITY DRIVE
COLLEGE STATION TX 77840
USA
Vendor ID:
Vendor ID: 17418726752
Business Type: Small
DUNS #:
Effective: 1/19/2007
Expires: 12/20/2011

CONTACT: WILLIE HESS
Phone 979-696-1729
WILLIE@PILGERSTIRE.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 1/19/2007 through 12/20/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-30F-0009T.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders.

Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: 1 TIRE

Maximum Order: N/A

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

January 14, 2010
Consent Agenda Item No. 2f
Annual Purchase of Auto Parts, Shop Equipment and Services

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$110,000.00.

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract (#09-102). The estimated annual expenditure of \$110,000.00 is based on the average amount spent on automotive and truck parts since January 2009 and the anticipated needs for new vehicles being added to inventory this fiscal year.

Summary: NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. The City's current contract with NAPA, which was competitively bid and awarded by the City, is scheduled to expire on January 14, 2010 with no renewal terms remaining. PSA contract pricing has been compared to the City's contract and it has been determined that the City will see a 13% savings by participating in the PSA cooperative agreement. The new agreement is for a one-year term beginning January 15, 2010 through January 14, 2011 with four (4) renewal options available.

Budget & Financial Summary: Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

Attachments:

Summary of PSA Contract #09-102

Purchasing Solutions Alliance



a purchasing cooperative for public agencies

PSA Contract No. 09-102 Auto Parts, Shop Equipment and Services



- Vendor POC:** NAPA Auto Parts
Tom Parlow, President
2144 Harvey Mitchell Parkway South
College Station, Texas 77845
Phone: 979-696-6272
Toll free: 877-661-6272
Email: tom@napatexas.com
- Contract Term:** 12.14.2009 through 12.13.2011. Three - 1 year Extensions Available.
- Delivery:** 1. F.O.B. to customer's destination, full freight allowed. Deliveries within 10 miles of a NAPA facility are made within 1 hour of the time order is received and during normal business hours for in-stock parts. For customers who are more than 10 miles from a NAPA facility but less than 30 miles, receive same day delivery on in-stock parts.
- Or**
2. F.O.B. to customer's destination, full freight allowed. Deliveries greater than 30 miles are shipped via UPS ground or other Common Carrier. Orders less than \$300 will be charged actual UPS or Common Carrier freight cost.
- Or**
3. Freight costs will be applied to parts/equipment that are not stocked within NAPA local stores and have to be assigned to one of NAPA's distribution centers.
- Pricing:** Discount from NAPA's Nationally Published Electronic Internet Price List.
- Ordering:** PSA Members may place orders via phone, fax, email or through the NAPA online ordering system. PSA Members are granted access to this site by contacting the NAPA representative listed above.
- Returns:** Any NAPA product that is new and in sellable condition can be returned at anytime without any restocking fees. Items that are used and found to be unsatisfactory to an End User for any reason are returnable during the manufactures warranty period for a free replacement.

January 14, 2010
Consent Agenda Item No. 2g
Rental of Heavy Machinery

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an annual bid award for the rental of heavy equipment with Mustang Rental Services of Bryan, TX as the primary vendor in the amount of \$115,000 annually (\$75,000 for Citywide expenditures and \$40,000 for BVSWMA expenditures) and Volvo Rents B/CS as the secondary vendor in the amount of \$25,000 annually (\$15,000 for College Station and \$10,000 for BVSWMA).

Recommendation(s): Staff recommends that Council approve an annual bid award with Mustang Rental Services for rental of heavy equipment in an amount not to exceed \$115,000 annually (\$75,000 for Citywide expenditures and \$40,000 for BVSWMA expenditures) and Volvo Rents B/CS as the secondary vendor in the amount of \$25,000 annually (\$15,000 for College Station and \$10,000 for BVSWMA).

Summary: The City of College Station and the City of Bryan combined their annual requirements for heavy machinery rental and jointly solicited formal bids. As a result of this joint effort, nine bids were received. Staff at the City of College Station and the City of Bryan independently reviewed the bids and both Cities are recommending award to Mustang Rental Services as the primary vendor and Volvo Rents B/CS as the secondary vendor. Mustang bid the majority of equipment that the Cities use. Of the items that four of the vendors all bid on, Mustang Rental Services was low and Volvo Rents was second low bid. Award of this contract will meet the needs of various city departments and BVWSMA requiring the rental of heavy and/or specialized equipment.

Nine (9) bids were received and opened on November 12, 2009. Evaluations were based on the daily rate; however, prices were requested for weekly and monthly rates. Bid tabulation is attached.

Budget & Financial Summary: Funds are budgeted and available in General Fund, Public Works and Parks Operations; BVSWMA Fund, Landfill Operations; Public Utilities Fund, Electric/Water/WasteWater Operations.

Attachments: Bid Tabulation 10-08

Item No.	Description	Mustang Rental Services Betsy Wallace 775-7288			We Rent It Allen Housley 823-0085			Volvo Rents of BICS Jason Brazell 775-2304			R.B. Everett & Company Wade Tindall 281-981-8161			D4D Heavy Equipment Rental LLC Dan Morris 214-823-9330		
		Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	Unit Price Weekly	Unit Price Monthly	Unit Price Daily	
1	Backhoe/Loader & accessories 78 HP	\$1,100.00	\$185.00	\$585.00	\$1,935.00	\$195.00	\$1,400.00	\$465.00	\$156.00	NB	NB	NB	NB	NB		
2	Backhoe/Loader & accessories 78 HP w/tyd thumb	\$1,600.00	\$260.00	\$800.00	NB	NB	NB	NB	\$156.00	NB	NB	NB	NB	NB		
3	Backhoe/Loader & accessories 78 HP w/tyd thumb	\$1,600.00	\$260.00	\$800.00	\$1,365.00	\$136.50	\$1,400.00	\$465.00	\$156.00	NB	NB	NB	NB	NB		
4	Backhoe/Loader & accessories 78 HP w/tyd thumb	\$1,600.00	\$260.00	\$800.00	\$1,365.00	\$136.50	\$1,400.00	\$465.00	\$156.00	NB	NB	NB	NB	NB		
5	Backhoe/Loader & accessories 93 HP w/1000# Hammer	\$2,500.00	\$350.00	\$1,125.00	\$3,165.00	\$316.50	\$4,050.00	\$1,350.00	\$450.00	NB	NB	NB	NB	NB		
6	Backhoe/Loader and accessories 93 HP w/1000# Hammer	\$1,550.00	\$225.00	\$725.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
7	Backhoe/Loader and accessories 78 HP w/telematic	\$1,550.00	\$225.00	\$725.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
8	Backhoe/Loader and accessories 78HP w/telematic	\$1,550.00	\$225.00	\$725.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
9	Backhoe 93 HP - w/ft. foot carries w/ldr. Bucket and forks	\$1,500.00	\$210.00	\$750.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
10	Backhoe 93 HP - w/ft. foot carries w/ldr. Bucket and forks	\$1,500.00	\$210.00	\$750.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
11	Track Sled Loader - 62" HP - 16'18" lbs	\$1,050.00	\$165.00	\$525.00	\$1,200.00	\$120.00	\$480.00	\$480.00	\$160.00	NB	NB	NB	NB	NB		
12	Track Sled Loader - 62" HP - 16'18" lbs	\$1,050.00	\$165.00	\$525.00	\$1,200.00	\$120.00	\$480.00	\$480.00	\$160.00	NB	NB	NB	NB	NB		
13	Tractor w/tyd loader bucket & box blade	\$1,000.00	\$150.00	\$450.00	\$1,225.00	\$122.50	\$1,725.00	\$575.00	\$191.67	NB	NB	NB	NB	NB		
14	Tractor (4x4) w/tyd loader bucket & hyd box blade	\$1,100.00	\$165.00	\$495.00	\$1,225.00	\$122.50	\$1,725.00	\$575.00	\$191.67	NB	NB	NB	NB	NB		
15	Wheel skid steer - 65HP - w/ 5700 lbs	\$1,050.00	\$157.50	\$525.00	\$1,200.00	\$120.00	\$480.00	\$480.00	\$160.00	NB	NB	NB	NB	NB		
16	Mini track loader - 65 HP - w/ 6518	\$1,650.00	\$247.50	\$825.00	\$1,950.00	\$195.00	\$2,400.00	\$800.00	\$266.67	NB	NB	NB	NB	NB		
17	Cold planer	\$2,100.00	\$315.00	\$1,125.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
18	Hydraulic hammer	\$800.00	\$120.00	\$400.00	\$748.00	\$74.80	\$420.00	\$420.00	\$140.00	NB	NB	NB	NB	NB		
19	Hydraulic hammer	\$800.00	\$120.00	\$400.00	\$1,312.00	\$131.20	\$480.00	\$480.00	\$160.00	NB	NB	NB	NB	NB		
20	72" Grapple Bucket	\$700.00	\$105.00	\$350.00	\$800.00	\$80.00	\$1,160.00	\$386.67	\$128.89	NB	NB	NB	NB	NB		
21	Grapple Bucket	\$425.00	\$63.75	\$212.50	\$720.00	\$72.00	\$2,400.00	\$800.00	\$266.67	NB	NB	NB	NB	NB		
22	Grapple Forks	\$810.00	\$121.50	\$405.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
23	Cat 301.6 (or equal) 6' 10" depth - 11'10" Reach	\$1,300.00	\$195.00	\$735.00	\$1,260.00	\$126.00	\$420.00	\$420.00	\$140.00	NB	NB	NB	NB	NB		
24	Cat 302-CR (or equal) 9' 11" depth - 16' 10" Reach	\$1,450.00	\$217.50	\$825.00	\$1,440.00	\$144.00	\$480.00	\$480.00	\$160.00	NB	NB	NB	NB	NB		
25	Cat 302.5 (or equal) 9' 11" depth - 16' 10" Reach	\$1,350.00	\$202.50	\$765.00	\$1,460.00	\$146.00	\$486.00	\$486.00	\$162.00	NB	NB	NB	NB	NB		
26	26,970 lbs - 27' 3" Reach - 16' 5" Depth	\$2,600.00	\$390.00	\$1,450.00	\$3,843.00	\$384.30	\$4,271.00	\$1,423.67	\$474.22	NB	NB	NB	NB	NB		
27	26,970 lbs - 26' 3" Reach - 19' 10" Depth	\$3,300.00	\$495.00	\$1,822.50	\$3,843.00	\$384.30	\$4,271.00	\$1,423.67	\$474.22	NB	NB	NB	NB	NB		
28	36,930 lbs - 28' 8" Reach - 19' 10" Depth	\$3,800.00	\$570.00	\$2,115.00	\$4,165.00	\$416.50	\$1,395.00	\$1,395.00	\$465.00	NB	NB	NB	NB	NB		
29	32,500 lbs - 28' 3" Reach - 19' 10" Depth	\$3,300.00	\$495.00	\$1,822.50	\$4,165.00	\$416.50	\$1,395.00	\$1,395.00	\$465.00	NB	NB	NB	NB	NB		
30	47,400 lbs - 31' 10" Reach - 21' 7" Depth	\$4,100.00	\$615.00	\$2,325.00	\$5,094.00	\$509.40	\$1,698.00	\$1,698.00	\$566.00	NB	NB	NB	NB	NB		
31	46,300 lbs - 31' 10" Reach - 21' 7" Depth w/boom	\$5,000.00	\$750.00	\$3,000.00	\$6,000.00	\$600.00	\$2,000.00	\$2,000.00	\$666.67	NB	NB	NB	NB	NB		
32	54,800 lbs - 35' Reach - 23' 11" Depth	\$6,700.00	\$1,005.00	\$3,352.50	\$7,155.00	\$715.50	\$2,385.00	\$2,385.00	\$795.00	NB	NB	NB	NB	NB		
33	78,700 lbs - 36' 1" Reach - 24' Depth	\$7,800.00	\$1,170.00	\$3,900.00	\$9,210.00	\$921.00	\$3,070.00	\$3,070.00	\$1,023.33	NB	NB	NB	NB	NB		
34	42,000 lbs - 189 HP - 301" Reach - 62" Depth	\$5,950.00	\$892.50	\$417.50	\$6,961.00	\$696.10	\$2,322.00	\$2,322.00	\$774.00	NB	NB	NB	NB	NB		
35	47,400 lbs - w/5000 lb hammer	\$13,000.00	\$1,950.00	\$735.00	\$13,860.00	\$1386.00	\$4,788.00	\$4,788.00	\$1,596.00	NB	NB	NB	NB	NB		
36	47,400 lbs w/fin and thumb attachment	\$5,000.00	\$750.00	\$375.00	\$6,094.00	\$609.40	\$1,698.00	\$1,698.00	\$566.00	NB	NB	NB	NB	NB		
37	Long Reach - w/60" Reach - 45' Depth	\$8,750.00	\$1,312.50	\$506.25	\$8,100.00	\$810.00	\$2,700.00	\$2,700.00	\$900.00	NB	NB	NB	NB	NB		
38	74 HP Dozer w/ 6-way Blade	\$2,100.00	\$315.00	\$1,125.00	\$2,700.00	\$270.00	\$900.00	\$900.00	\$300.00	NB	NB	NB	NB	NB		
39	84 HP Dozer w/ 6-way Blade	\$2,600.00	\$390.00	\$1,450.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
40	125 HP Dozer w/ 6-way Blade	\$3,600.00	\$540.00	\$2,025.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
41	125 HP Dozer w/ 6-way Blade	\$3,600.00	\$540.00	\$2,025.00	\$4,600.00	\$460.00	\$1,533.33	\$1,533.33	\$511.11	NB	NB	NB	NB	NB		
42	125 HP Dozer w/ 6-way Blade	\$4,100.00	\$615.00	\$2,325.00	\$4,600.00	\$460.00	\$1,533.33	\$1,533.33	\$511.11	NB	NB	NB	NB	NB		
43	36,487 lbs - 150 HP Dozer w/6-way Blade	\$5,200.00	\$780.00	\$3,060.00	\$5,985.00	\$598.50	\$2,028.33	\$2,028.33	\$676.11	NB	NB	NB	NB	NB		
44	44,200 lbs - 175 HP Clearing Dozer Rakes & Blade	\$7,900.00	\$1,185.00	\$592.50	\$8,985.00	\$898.50	\$3,028.33	\$3,028.33	\$1,009.44	NB	NB	NB	NB	NB		
45	200 HP Dozer w/Straight Blade w/TL44-420 lbs	\$8,900.00	\$1,335.00	\$517.50	\$9,770.00	\$977.00	\$3,256.67	\$3,256.67	\$1,085.56	NB	NB	NB	NB	NB		
46	200 HP Cat D6R-XL Dozer (or equal) w/ln Straight Blade w/ Tilt	\$6,900.00	\$1,035.00	\$397.50	\$7,770.00	\$777.00	\$2,590.00	\$2,590.00	\$863.33	NB	NB	NB	NB	NB		
47	31 HP LGP Dozer w/ 6-way Blade	\$3,600.00	\$540.00	\$2,025.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
48	64 HP LGP Dozer w/ 6-way Blade	\$3,400.00	\$510.00	\$1,900.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
49	96 HP LGP Dozer w/6-way Blade 19,700 lbs	\$3,750.00	\$562.50	\$2,137.50	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
50	125 HP LGP Dozer w/ 6-way Blade	\$5,100.00	\$765.00	\$3,825.00	\$5,885.00	\$588.50	\$2,028.33	\$2,028.33	\$676.11	NB	NB	NB	NB	NB		
51	150 HP LGP Dozer w/ 6-way Blade	\$6,500.00	\$975.00	\$4,725.00	\$7,250.00	\$725.00	\$2,416.67	\$2,416.67	\$805.56	NB	NB	NB	NB	NB		
52	200 HLG Dozer w/ straight Blade w/ Tilt	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
53	200 HP LGP Dozer w/Straight Blade w/ Tilt CAB	\$7,900.00	\$1,185.00	\$592.50	\$8,985.00	\$898.50	\$3,028.33	\$3,028.33	\$1,009.44	NB	NB	NB	NB	NB		
54	78 HP Tractor, Box Blade / Front End Loader 4x4	\$1,000.00	\$150.00	\$450.00	\$1,225.00	\$122.50	\$1,725.00	\$575.00	\$191.67	NB	NB	NB	NB	NB		
55	2.3 Yard Bucket - 128 HP	\$3,750.00	\$562.50	\$2,137.50	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
56	2.8 Yard Bucket - 143 HP	\$3,200.00	\$480.00	\$1,800.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
57	3 Yard Bucket - 148 HP	\$3,400.00	\$510.00	\$1,900.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
58	3.25 Yard Bucket - 160 HP	\$4,150.00	\$622.50	\$2,362.50	\$4,680.00	\$468.00	\$1,560.00	\$1,560.00	\$520.00	NB	NB	NB	NB	NB		
59	4Yard Bucket - 196 HP	\$5,400.00	\$810.00	\$3,060.00	\$6,100.00	\$610.00	\$2,033.33	\$2,033.33	\$677.78	NB	NB	NB	NB	NB		
60	2.3 Yard Bucket - 128 HP	\$3,200.00	\$480.00	\$1,800.00	\$4,700.00	\$470.00	\$1,566.67	\$1,566.67	\$522.22	NB	NB	NB	NB	NB		
61	3.0 Yard Bucket - 143 HP	\$3,600.00	\$540.00	\$2,025.00	\$4,200.00	\$420.00	\$1,400.00	\$1,400.00	\$466.67	NB	NB	NB	NB	NB		
62	3.0 Yard Bucket - 150 HP w/Cab	\$4,200.00	\$630.00	\$2,415.00	\$4,680.00	\$468.00	\$1,560.00	\$1,560.00	\$520.00	NB	NB	NB	NB	NB		
63	11 CY Self Loading Scrapers	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
64	17 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
65	22 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB		
66	50" Single Vibratory Drum 83 HP	\$2,200.00	\$330.00	\$1,275.00	\$2,025.00	\$202.50	\$675.00	\$675.00	\$225.00	NB	NB	NB	NB	NB		
67	66" Single Vibratory Drum - 100 HP	\$900.00	\$135.00	\$450.00	\$900.00	\$90.00	\$300.00	\$300.00	\$100.00	NB	NB	NB	NB	NB		
68	64" Single Vibratory Drum - 150 HP	\$3,500.00	\$525.00	\$2,325.00	\$3,375.00	\$337.50	\$1,125.00	\$1,125.00	\$375.00	NB	NB	NB	NB	NB		
69	Smooth Drum Compactors	\$3,400.00	\$510.00	\$1,900.00	\$3,700.00	\$370.00	\$1,233.33	\$1,233.33	\$411.11	NB	NB	NB	NB	NB		
70	66" Single Vibratory Drum - 160 HP	\$3,400.00	\$510.00	\$1,900.00	\$3,375.00	\$337.50	\$1,125.00	\$1,125.00	\$375.00	NB	NB	NB	NB	NB		

Item No.	Description Loaders	Mustang Rental Services Betsy Wallace 775-7368			We Rent It Allen Houlsky 813-0085			Vokvo Rents of BICS Jason Brazier 775-2904			R.B. Everett & Company Wade Tindall 281-981-8161			D&D Heavy Equipment Rental LLC Dan Morris 214-624-9330		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
71	14 ton - 8 Wheel Rear Alpha Equipment	\$2,050.00	\$685.00	\$230.00	\$2,000.00	\$635.00	\$213.00	\$2,000.00	\$635.00	\$213.00	NB	NB	NB	NB	NB	
72	47' State Steel Drum Roller	\$1,600.00	\$515.00	\$180.00	\$1,685.00	\$525.00	\$185.00	\$1,650.00	\$515.00	\$180.00	NB	NB	NB	NB	NB	
73	Asphalt Recycler	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
74	Pulver Mixer 335 HP - 8' Drum Soil Stabilizer	\$8,495.00	\$2,950.00	\$950.00	\$8,495.00	\$2,950.00	\$950.00	\$8,495.00	\$2,950.00	\$950.00	NB	NB	NB	NB	NB	
75	Water Truck 2000 Gallon	\$2,200.00	\$700.00	\$250.00	\$2,200.00	\$700.00	\$250.00	\$2,200.00	\$700.00	\$250.00	NB	NB	NB	NB	NB	
76	Self Propelled Mechanical 7' 6" Brown Diesel	\$1,350.00	\$500.00	\$175.00	\$1,350.00	\$500.00	\$175.00	\$1,350.00	\$500.00	\$175.00	NB	NB	NB	NB	NB	
77	Caterpillar 815F Soil Compactor	\$8,350.00	\$2,775.00	\$930.00	\$8,350.00	\$2,775.00	\$930.00	\$8,350.00	\$2,775.00	\$930.00	NB	NB	NB	NB	NB	
78	Motor Graders	\$2,650.00	\$870.00	\$290.00	\$2,650.00	\$870.00	\$290.00	\$2,650.00	\$870.00	\$290.00	NB	NB	NB	NB	NB	
79	Case 200 1250 175 17' Moldboard	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	NB	NB	NB	NB	NB	
80	Case 135H 135 HP 14' Moldboard	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	NB	NB	NB	NB	NB	
81	Case 124H 140 HP 14' Moldboard	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	\$4,850.00	\$1,615.00	\$535.00	NB	NB	NB	NB	NB	
82	Case 140H 185 HP 14' Moldboard	\$5,300.00	\$1,770.00	\$585.00	\$5,300.00	\$1,770.00	\$585.00	\$5,300.00	\$1,770.00	\$585.00	NB	NB	NB	NB	NB	
83	Articulated Off Road Trucks	\$8,000.00	\$2,700.00	\$900.00	\$8,000.00	\$2,700.00	\$900.00	\$8,000.00	\$2,700.00	\$900.00	NB	NB	NB	NB	NB	
84	30 Ton Off Road Truck	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
85	6000 lb. Shough Max Rough Terrain w/ 21' Lift	\$1,450.00	\$485.00	\$160.00	\$1,450.00	\$485.00	\$160.00	\$1,450.00	\$485.00	\$160.00	NB	NB	NB	NB	NB	
86	6000 lb. Shough Max Rough Terrain w/ 21' Lift	\$1,450.00	\$485.00	\$160.00	\$1,450.00	\$485.00	\$160.00	\$1,450.00	\$485.00	\$160.00	NB	NB	NB	NB	NB	
87	9000 lb. Ten Wheeler 43' Lift 31.5' Reach	\$1,900.00	\$615.00	\$205.00	\$1,900.00	\$615.00	\$205.00	\$1,900.00	\$615.00	\$205.00	NB	NB	NB	NB	NB	
88	Trench Compactors	\$1,575.00	\$525.00	\$185.00	\$1,575.00	\$525.00	\$185.00	\$1,575.00	\$525.00	\$185.00	NB	NB	NB	NB	NB	
89	Remote 24033 Weith - Diesel	\$1,500.00	\$500.00	\$165.00	\$1,500.00	\$500.00	\$165.00	\$1,500.00	\$500.00	\$165.00	NB	NB	NB	NB	NB	
90	Walk Behind 24033 Weith - Diesel	\$1,500.00	\$500.00	\$165.00	\$1,500.00	\$500.00	\$165.00	\$1,500.00	\$500.00	\$165.00	NB	NB	NB	NB	NB	
91	Trash Pumps (Hoses Extra)	\$315.00	\$110.00	\$40.00	\$315.00	\$110.00	\$40.00	\$315.00	\$110.00	\$40.00	NB	NB	NB	NB	NB	
92	3" Gasoline	\$400.00	\$140.00	\$45.00	\$400.00	\$140.00	\$45.00	\$400.00	\$140.00	\$45.00	NB	NB	NB	NB	NB	
93	4" Diesel - Trailer Mounted	\$540.00	\$180.00	\$65.00	\$540.00	\$180.00	\$65.00	\$540.00	\$180.00	\$65.00	NB	NB	NB	NB	NB	
94	6" Diesel - Trailer Mounted	\$950.00	\$325.00	\$115.00	\$950.00	\$325.00	\$115.00	\$950.00	\$325.00	\$115.00	NB	NB	NB	NB	NB	
95	41' Compactor (Hoses Extra) and Light Towers	\$625.00	\$208.00	\$65.00	\$625.00	\$208.00	\$65.00	\$625.00	\$208.00	\$65.00	NB	NB	NB	NB	NB	
96	165 CFM - Diesel Trailer Mounted	\$1,000.00	\$350.00	\$125.00	\$1,000.00	\$350.00	\$125.00	\$1,000.00	\$350.00	\$125.00	NB	NB	NB	NB	NB	
97	400 CFM - Diesel Trailer Mounted	\$500.00	\$170.00	\$60.00	\$500.00	\$170.00	\$60.00	\$500.00	\$170.00	\$60.00	NB	NB	NB	NB	NB	
98	Portable Light Tower w/ 00 Mast	\$390.00	\$140.00	\$48.00	\$390.00	\$140.00	\$48.00	\$390.00	\$140.00	\$48.00	NB	NB	NB	NB	NB	
99	Generators	\$495.00	\$175.00	\$55.00	\$495.00	\$175.00	\$55.00	\$495.00	\$175.00	\$55.00	NB	NB	NB	NB	NB	
100	6000 VAHITS	\$850.00	\$300.00	\$100.00	\$850.00	\$300.00	\$100.00	\$850.00	\$300.00	\$100.00	NB	NB	NB	NB	NB	
101	20 KW - Trailer Mounted	\$1,250.00	\$425.00	\$145.00	\$1,250.00	\$425.00	\$145.00	\$1,250.00	\$425.00	\$145.00	NB	NB	NB	NB	NB	
102	35 KW - Trailer Mounted	\$1,250.00	\$425.00	\$145.00	\$1,250.00	\$425.00	\$145.00	\$1,250.00	\$425.00	\$145.00	NB	NB	NB	NB	NB	
103	Walk Behind 1030 Ditchwrench	\$900.00	\$300.00	\$100.00	\$900.00	\$300.00	\$100.00	\$900.00	\$300.00	\$100.00	NB	NB	NB	NB	NB	
104	Rake-On-Vermore RT350	\$1,595.00	\$545.00	\$185.00	\$1,595.00	\$545.00	\$185.00	\$1,595.00	\$545.00	\$185.00	NB	NB	NB	NB	NB	
105	Rammers	\$450.00	\$160.00	\$50.00	\$450.00	\$160.00	\$50.00	\$450.00	\$160.00	\$50.00	NB	NB	NB	NB	NB	
106	Temper - Multiheap MTS / MTR5 (or equal)	\$5,200.00	\$1,750.00	\$585.00	\$5,200.00	\$1,750.00	\$585.00	\$5,200.00	\$1,750.00	\$585.00	NB	NB	NB	NB	NB	
107	2.4 Yd Bucket 148 HP - 33,395 lbs 3.2 Yd Bucket 198 HP - 45,500 lbs 4.5 Yd Bucket 248 HP - 58,000 lbs 6.0 Yd Bucket 308 HP - 70,500 lbs 7.5 Yd Bucket 358 HP - 80,500 lbs 9.0 Yd Bucket 408 HP - 90,500 lbs 10.5 Yd Bucket 458 HP - 100,500 lbs 12.0 Yd Bucket 508 HP - 110,500 lbs 13.5 Yd Bucket 558 HP - 120,500 lbs 15.0 Yd Bucket 608 HP - 130,500 lbs 16.5 Yd Bucket 658 HP - 140,500 lbs 18.0 Yd Bucket 708 HP - 150,500 lbs 19.5 Yd Bucket 758 HP - 160,500 lbs 21.0 Yd Bucket 808 HP - 170,500 lbs 22.5 Yd Bucket 858 HP - 180,500 lbs 24.0 Yd Bucket 908 HP - 190,500 lbs 25.5 Yd Bucket 958 HP - 200,500 lbs 27.0 Yd Bucket 1008 HP - 210,500 lbs 28.5 Yd Bucket 1058 HP - 220,500 lbs 30.0 Yd Bucket 1108 HP - 230,500 lbs 31.5 Yd Bucket 1158 HP - 240,500 lbs 33.0 Yd Bucket 1208 HP - 250,500 lbs 34.5 Yd Bucket 1258 HP - 260,500 lbs 36.0 Yd Bucket 1308 HP - 270,500 lbs 37.5 Yd Bucket 1358 HP - 280,500 lbs 39.0 Yd Bucket 1408 HP - 290,500 lbs 40.5 Yd Bucket 1458 HP - 300,500 lbs 42.0 Yd Bucket 1508 HP - 310,500 lbs 43.5 Yd Bucket 1558 HP - 320,500 lbs 45.0 Yd Bucket 1608 HP - 330,500 lbs 46.5 Yd Bucket 1658 HP - 340,500 lbs 48.0 Yd Bucket 1708 HP - 350,500 lbs 49.5 Yd Bucket 1758 HP - 360,500 lbs 51.0 Yd Bucket 1808 HP - 370,500 lbs 52.5 Yd Bucket 1858 HP - 380,500 lbs 54.0 Yd Bucket 1908 HP - 390,500 lbs 55.5 Yd Bucket 1958 HP - 400,500 lbs 57.0 Yd Bucket 2008 HP - 410,500 lbs 58.5 Yd Bucket 2058 HP - 420,500 lbs 60.0 Yd Bucket 2108 HP - 430,500 lbs 61.5 Yd Bucket 2158 HP - 440,500 lbs 63.0 Yd Bucket 2208 HP - 450,500 lbs 64.5 Yd Bucket 2258 HP - 460,500 lbs 66.0 Yd Bucket 2308 HP - 470,500 lbs 67.5 Yd Bucket 2358 HP - 480,500 lbs 69.0 Yd Bucket 2408 HP - 490,500 lbs 70.5 Yd Bucket 2458 HP - 500,500 lbs 72.0 Yd Bucket 2508 HP - 510,500 lbs 73.5 Yd Bucket 2558 HP - 520,500 lbs 75.0 Yd Bucket 2608 HP - 530,500 lbs 76.5 Yd Bucket 2658 HP - 540,500 lbs 78.0 Yd Bucket 2708 HP - 550,500 lbs 79.5 Yd Bucket 2758 HP - 560,500 lbs 81.0 Yd Bucket 2808 HP - 570,500 lbs 82.5 Yd Bucket 2858 HP - 580,500 lbs 84.0 Yd Bucket 2908 HP - 590,500 lbs 85.5 Yd Bucket 2958 HP - 600,500 lbs 87.0 Yd Bucket 3008 HP - 610,500 lbs 88.5 Yd Bucket 3058 HP - 620,500 lbs 90.0 Yd Bucket 3108 HP - 630,500 lbs 91.5 Yd Bucket 3158 HP - 640,500 lbs 93.0 Yd Bucket 3208 HP - 650,500 lbs 94.5 Yd Bucket 3258 HP - 660,500 lbs 96.0 Yd Bucket 3308 HP - 670,500 lbs 97.5 Yd Bucket 3358 HP - 680,500 lbs 99.0 Yd Bucket 3408 HP - 690,500 lbs 100.5 Yd Bucket 3458 HP - 700,500 lbs 102.0 Yd Bucket 3508 HP - 710,500 lbs 103.5 Yd Bucket 3558 HP - 720,500 lbs 105.0 Yd Bucket 3608 HP - 730,500 lbs 106.5 Yd Bucket 3658 HP - 740,500 lbs 108.0 Yd Bucket 3708 HP - 750,500 lbs 109.5 Yd Bucket 3758 HP - 760,500 lbs 111.0 Yd Bucket 3808 HP - 770,500 lbs 112.5 Yd Bucket 3858 HP - 780,500 lbs 114.0 Yd Bucket 3908 HP - 790,500 lbs 115.5 Yd Bucket 3958 HP - 800,500 lbs 117.0 Yd Bucket 4008 HP - 810,500 lbs 118.5 Yd Bucket 4058 HP - 820,500 lbs 120.0 Yd Bucket 4108 HP - 830,500 lbs 121.5 Yd Bucket 4158 HP - 840,500 lbs 123.0 Yd Bucket 4208 HP - 850,500 lbs 124.5 Yd Bucket 4258 HP - 860,500 lbs 126.0 Yd Bucket 4308 HP - 870,500 lbs 127.5 Yd Bucket 4358 HP - 880,500 lbs 129.0 Yd Bucket 4408 HP - 890,500 lbs 130.5 Yd Bucket 4458 HP - 900,500 lbs 132.0 Yd Bucket 4508 HP - 910,500 lbs 133.5 Yd Bucket 4558 HP - 920,500 lbs 135.0 Yd Bucket 4608 HP - 930,500 lbs 136.5 Yd Bucket 4658 HP - 940,500 lbs 138.0 Yd Bucket 4708 HP - 950,500 lbs 139.5 Yd Bucket 4758 HP - 960,500 lbs 141.0 Yd Bucket 4808 HP - 970,500 lbs 142.5 Yd Bucket 4858 HP - 980,500 lbs 144.0 Yd Bucket 4908 HP - 990,500 lbs 145.5 Yd Bucket 4958 HP - 1,000,500 lbs 147.0 Yd Bucket 5008 HP - 1,010,500 lbs 148.5 Yd Bucket 5058 HP - 1,020,500 lbs 150.0 Yd Bucket 5108 HP - 1,030,500 lbs 151.5 Yd Bucket 5158 HP - 1,040,500 lbs 153.0 Yd Bucket 5208 HP - 1,050,500 lbs 154.5 Yd Bucket 5258 HP - 1,060,500 lbs 156.0 Yd Bucket 5308 HP - 1,070,500 lbs 157.5 Yd Bucket 5358 HP - 1,080,500 lbs 159.0 Yd Bucket 5408 HP - 1,090,500 lbs 160.5 Yd Bucket 5458 HP - 1,100,500 lbs 162.0 Yd Bucket 5508 HP - 1,110,500 lbs 163.5 Yd Bucket 5558 HP - 1,120,500 lbs 165.0 Yd Bucket 5608 HP - 1,130,500 lbs 166.5 Yd Bucket 5658 HP - 1,140,500 lbs 168.0 Yd Bucket 5708 HP - 1,150,500 lbs 169.5 Yd Bucket 5758 HP - 1,160,500 lbs 171.0 Yd Bucket 5808 HP - 1,170,500 lbs 172.5 Yd Bucket 5858 HP - 1,180,500 lbs 174.0 Yd Bucket 5908 HP - 1,190,500 lbs 175.5 Yd Bucket 5958 HP - 1,200,500 lbs 177.0 Yd Bucket 6008 HP - 1,210,500 lbs 178.5 Yd Bucket 6058 HP - 1,220,500 lbs 180.0 Yd Bucket 6108 HP - 1,230,500 lbs 181.5 Yd Bucket 6158 HP - 1,240,500 lbs 183.0 Yd Bucket 6208 HP - 1,250,500 lbs 184.5 Yd Bucket 6258 HP - 1,260,500 lbs 186.0 Yd Bucket 6308 HP - 1,270,500 lbs 187.5 Yd Bucket 6358 HP - 1,280,500 lbs 189.0 Yd Bucket 6408 HP - 1,290,500 lbs 190.5 Yd Bucket 6458 HP - 1,300,500 lbs 192.0 Yd Bucket 6508 HP - 1,310,500 lbs 193.5 Yd Bucket 6558 HP - 1,320,500 lbs 195.0 Yd Bucket 6608 HP - 1,330,500 lbs 196.5 Yd Bucket 6658 HP - 1,340,500 lbs 198.0 Yd Bucket 6708 HP - 1,350,500 lbs 199.5 Yd Bucket 6758 HP - 1,360,500 lbs 201.0 Yd Bucket 6808 HP - 1,370,500 lbs 202.5 Yd Bucket 6858 HP - 1,380,500 lbs 204.0 Yd Bucket 6908 HP - 1,390,500 lbs 205.5 Yd Bucket 6958 HP - 1,400,500 lbs 207.0 Yd Bucket 7008 HP - 1,410,500 lbs 208.5 Yd Bucket 7058 HP - 1,420,500 lbs 210.0 Yd Bucket 7108 HP - 1,430,500 lbs 211.5 Yd Bucket 7158 HP - 1,440,500 lbs 213.0 Yd Bucket 7208 HP - 1,450,500 lbs 214.5 Yd Bucket 7258 HP - 1,460,500 lbs 216.0 Yd Bucket 7308 HP - 1,470,500 lbs 217.5 Yd Bucket 7358 HP - 1,480,500 lbs 219.0 Yd Bucket 7408 HP - 1,490,500 lbs 220.5 Yd Bucket 7458 HP - 1,500,500 lbs 222.0 Yd Bucket 7508 HP - 1,510,500 lbs 223.5 Yd Bucket 7558 HP - 1,520,500 lbs 225.0 Yd Bucket 7608 HP - 1,530,500 lbs 226.5 Yd Bucket 7658 HP - 1,540,500 lbs 228.0 Yd Bucket 7708 HP - 1,550,500 lbs 229.5 Yd Bucket 7758 HP - 1,560,500 lbs 231.0 Yd Bucket 7808 HP - 1,570,500 lbs 232.5 Yd Bucket 7858 HP - 1,580,500 lbs 234.0 Yd Bucket 7908 HP - 1,590,500 lbs 235.5 Yd Bucket 7958 HP - 1,600,500 lbs 237.0 Yd Bucket 8008 HP - 1,610,500 lbs 238.5 Yd Bucket 8058 HP - 1,620,500 lbs 240.0 Yd Bucket 8108 HP - 1,630,500 lbs 241.5 Yd Bucket 8158 HP - 1,640,500 lbs 243.0 Yd Bucket 8208 HP - 1,650,500 lbs 244.5 Yd Bucket 8258 HP - 1,660,500 lbs 246.0 Yd Bucket 8308 HP - 1,670,500 lbs 247.5 Yd Bucket 8358 HP - 1,680,500 lbs 249.0 Yd Bucket 8408 HP - 1,690,500 lbs 250.5 Yd Bucket 8458 HP - 1,700,500 lbs 252.0 Yd Bucket 8508 HP - 1,710,500 lbs 253.5 Yd Bucket 8558 HP - 1,720,500 lbs 255.0 Yd Bucket 8608 HP - 1,730,500 lbs 256.5 Yd Bucket 8658 HP - 1,740,500 lbs 258.0 Yd Bucket 8708 HP - 1,750,500 lbs 259.5 Yd Bucket 8758 HP - 1,760,500 lbs 261.0 Yd Bucket 8808 HP - 1,770,500 lbs 262.5 Yd Bucket 8858 HP - 1,780,500 lbs 264.0 Yd Bucket 8908 HP - 1,790,500 lbs 265.5 Yd Bucket 8958 HP - 1,800,500 lbs 267.0 Yd Bucket 9008 HP - 1,810,500 lbs 268.5 Yd Bucket 9058 HP - 1,820,500 lbs 270.0 Yd Bucket 9108 HP - 1,830,500 lbs 271.5 Yd Bucket 9158 HP - 1,840,500 lbs 273.0 Yd Bucket 9208 HP - 1,850,500 lbs 274.5 Yd Bucket 9258 HP - 1,860,500 lbs 276.0 Yd Bucket 9308 HP - 1,870,500 lbs 277.5 Yd Bucket 9358 HP - 1,880,500 lbs 279.0 Yd Bucket 9408 HP - 1,890,500 lbs 280.5 Yd Bucket 9458 HP - 1,900,500 lbs 282.0 Yd Bucket 9508 HP - 1,910,500 lbs 283.5 Yd Bucket 9558 HP - 1,920,500 lbs 285.0 Yd Bucket 9608 HP - 1,930,500 lbs 286.5 Yd Bucket 9658 HP - 1,940,500 lbs 288.0 Yd Bucket 9708 HP - 1,950,500 lbs 289.5 Yd Bucket 9758 HP - 1,960,500 lbs 291.0 Yd Bucket 9808 HP - 1,970,500 lbs 292.5 Yd Bucket 9858 HP - 1,980,500 lbs 294.0 Yd Bucket 9908 HP - 1,990,500 lbs 295.5 Yd Bucket 9958 HP - 2,000,500 lbs 297.0 Yd Bucket 10008 HP - 2,010,500 lbs 298.5 Yd Bucket 10058 HP - 2,020,500 lbs 300.0 Yd Bucket 10108 HP - 2,030,500 lbs 301.5 Yd Bucket 10158 HP - 2,040,500 lbs 303.0 Yd Bucket 10208 HP - 2,050,500 lbs 304.5 Yd Bucket 10258 HP - 2,060,500 lbs 306.0 Yd Bucket 10308 HP - 2,070,500 lbs 307.5 Yd Bucket 10358 HP - 2,080,500 lbs 309.0 Yd Bucket 10408 HP - 2,090,500 lbs 310.5 Yd Bucket 10458 HP - 2,100,500 lbs 312.0 Yd Bucket 10508 HP - 2,110,500 lbs 313.5 Yd Bucket 10558 HP - 2,120,500 lbs 315.0 Yd Bucket 10608 HP -															

Item No.	Description	Alem Rentals Richard Locklear 281-330-1016			HiWay Equipment Company Gregg Webb 778-8942			Bone Machinery, Inc. Tom Hawak 281-443-7687			Hertz Equipment Rental Anthony Gonnella 818-441-0890		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
1	Backhoe/Loader & accessories: 78 HP	\$1,882.00	\$650.00	\$1,000.00	\$375.00	\$1,200.00	\$175.00	\$300.00	NB	\$1,295.00	\$505.00	\$295.00	
2	Backhoe/Loader & accessories: 78 HP w/hyd thumb	NB	NB	\$1,275.00	\$455.00	\$1,920.00	\$320.00	NB	\$2,345.00	\$555.00	\$225.00		
3	Backhoe/Loader & accessories: 90HP (44A)	\$1,882.00	\$650.00	\$1,000.00	\$1,350.00	\$450.00	\$1,400.00	\$350.00	NB	\$1,350.00	\$405.00	\$194.00	
4	Backhoe/Loader & accessories: 90HP (44A)	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
5	Backhoe/Loader & accessories: 78 HP w/1000# Hammer	\$250.00	\$80.00	\$1,850.00	\$1,200.00	\$400.00	\$400.00	\$2,800.00	NB	NB	NB	NB	
6	Backhoe/Loader and accessories: 93 HP w/1000# Hammer	\$300.00	\$1,000.00	\$2,100.00	\$650.00	\$1,800.00	\$1,800.00	\$3,300.00	NB	\$1,455.00	\$405.00	\$154.00	
7	Backhoe/Loader and accessories: 78 HP w/Extendahoe	\$340.00	\$1,200.00	\$2,100.00	NB	NB	NB	NB	NB	NB	NB	NB	
8	Backhoe/Loader and accessories: 93 HP w/Extendahoe	\$275.00	\$920.00	\$1,150.00	NB	NB	NB	NB	NB	NB	NB	NB	
9	Backhoe/Loader and accessories: 78HP w/Extendahoe, 18" 2' digging depth	NB	NB	\$1,150.00	NB	NB	NB	NB	NB	NB	NB	NB	
10	Skid steer loader - 62 HP - w/18" loader bucket and forks	\$1,450.00	\$522.00	\$1,887.00	\$1,300.00	\$430.00	\$1,600.00	\$1,200.00	NB	\$620.00	\$237.00	\$118.00	
11	Skid steer loader - 62 HP - w/700 lbs	\$2,883.00	\$855.00	\$2,865.00	\$1,950.00	\$650.00	\$2,200.00	\$2,100.00	NB	\$750.00	\$301.00	\$128.00	
12	Tractor Skid Steer Loader - 62 HP - 6818 lbs	\$1,169.00	\$673.00	\$2,020.00	NB	NB	\$1,190.00	\$1,400.00	\$350.00	NB	\$1,281.00	\$333.00	\$154.00
13	Tractor w/1 yd. loader bucket & box blade	\$1,169.00	\$673.00	\$2,020.00	\$380.00	\$1,300.00	\$1,300.00	\$1,400.00	\$350.00	NB	\$1,281.00	\$333.00	\$154.00
14	Tractor (4x4) w/1 yd. loader bucket & hyd box blade	\$1,169.00	\$673.00	\$2,020.00	\$380.00	\$1,300.00	\$1,300.00	\$1,400.00	\$350.00	NB	\$1,281.00	\$333.00	\$154.00
15	Wheel skid steer - 69HP - w/2,700 lbs	\$1,169.00	\$673.00	\$2,020.00	\$380.00	\$1,300.00	\$1,300.00	\$1,400.00	\$350.00	NB	\$1,281.00	\$333.00	\$154.00
16	Mini Tractor loader - 62 HP - w/ 8918	\$285.00	\$95.00	\$2,985.00	\$1,950.00	\$650.00	\$2,200.00	\$2,100.00	NB	\$948.00	\$333.00	\$113.00	
17	Skid Steer Loader - 62 HP - w/18" loader bucket and forks	\$298.00	\$97.00	\$3,877.00	NB	NB	\$48.00	NB	NB	\$410.00	\$154.00	\$67.00	
18	Hydraulic auger	\$184.00	\$75.00	\$1,433.00	\$430.00	\$1,430.00	\$143.00	NB	NB	\$513.00	\$178.00	\$67.00	
19	Hydraulic hammer	\$184.00	\$75.00	\$1,433.00	\$430.00	\$1,430.00	\$143.00	NB	NB	\$513.00	\$178.00	\$67.00	
20	77" Angle Blade	\$1,250.00	\$250.00	\$750.00	NB	NB	\$35.00	\$750.00	\$295.00	NB	\$350.00	\$140.00	
21	Grapple Bucket	\$41.00	\$153.00	\$480.00	\$315.00	\$1,050.00	\$35.00	\$750.00	\$295.00	NB	\$350.00	\$140.00	
22	Grapple Forks	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
23	Cat 301 E (or equal) 8' 10" Depth - 11'0" Reach	\$143.00	\$500.00	\$1,428.00	NB	NB	\$1,400.00	\$1,400.00	\$350.00	NB	\$846.00	\$113.00	
24	Cat 303-CR (or equal) 9' 11" Depth - 16' 10" Reach	\$245.00	\$785.00	\$2,295.00	\$430.00	\$1,300.00	\$1,400.00	\$2,000.00	\$500.00	NB	\$2,101.00	\$548.00	
25	Cat 302.5 (or equal) 9' 7" Depth - 15' 9" Reach	\$299.00	\$785.00	\$1,200.00	\$400.00	\$1,300.00	\$1,300.00	\$2,000.00	\$500.00	NB	\$2,101.00	\$548.00	
26	17 700 lbs - 22.3' Reach - 15.5' Depth	\$275.00	\$1,080.00	\$3,450.00	\$2,450.00	\$820.00	\$270.00	\$3,500.00	\$3,500.00	\$2,101.00	\$548.00	\$190.00	
27	26 970 lbs - 28.3' Reach - 19' 10" Depth	\$275.00	\$1,080.00	\$3,450.00	\$3,400.00	\$1,130.00	\$380.00	\$3,500.00	\$3,500.00	\$2,101.00	\$548.00	\$190.00	
28	36 930 lbs - 28.8' Reach - 19' 10" Depth	\$300.00	\$1,300.00	\$4,000.00	\$3,900.00	\$1,200.00	\$400.00	\$3,800.00	\$3,800.00	NB	\$3,024.00	\$533.00	
29	32 500 lbs - 28.3' Reach - 19' 10" Depth	\$300.00	\$1,300.00	\$4,000.00	NB	NB	\$3,800.00	\$3,800.00	\$3,800.00	NB	\$3,538.00	\$1,025.00	
30	47 400 lbs - 31.1' Reach - 21.7' Depth	\$410.00	\$1,620.00	\$4,850.00	\$3,950.00	\$1,320.00	\$440.00	\$4,400.00	\$4,400.00	\$4,200.00	\$1,495.00	\$384.00	
31	46 300 lbs - 31.1' Reach - 21.7' Depth w/thumb	\$410.00	\$1,620.00	\$4,850.00	\$4,700.00	\$1,360.00	\$475.00	\$4,700.00	\$4,700.00	NB	\$4,405.00	\$1,595.00	
32	64 600 lbs - 35' Reach - 23.1' Depth	\$675.00	\$2,650.00	\$7,850.00	\$4,500.00	\$1,500.00	\$500.00	\$5,500.00	\$5,500.00	NB	\$5,150.00	\$1,630.00	
33	79 700 lbs - 39.1' Reach - 25.1' Depth	NB	NB	\$7,250.00	\$2,420.00	\$810.00	\$1,700.00	\$1,700.00	\$1,700.00	NB	\$7,073.00	\$2,101.00	
34	42,000 lbs - 169 HP - 301" Reach - 187" Depth	NB	NB	\$6,500.00	\$2,170.00	NB	NB	NB	NB	NB	NB	NB	
35	Specialty Excavators	NB	NB	\$9,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$10,600.00	\$2,650.00	NB	\$6,356.00	\$2,204.00	
36	47 400 lbs - w/6000 lb hammer	NB	NB	\$4,200.00	\$1,360.00	\$4,700.00	\$1,300.00	\$1,300.00	NB	\$4,205.00	\$1,435.00	\$460.00	
37	47 400 lbs w/fin and thumb attachment	NB	NB	\$4,200.00	\$1,360.00	\$4,700.00	\$1,300.00	\$1,300.00	NB	\$4,205.00	\$1,435.00	\$460.00	
38	Long Reach - w/80' Reach - 45' Depth	NB	NB	\$8,500.00	\$2,830.00	\$940.00	\$8,600.00	\$2,150.00	NB	NB	NB	NB	
39	74 HP Dozer w/ E-way Blade	\$300.00	\$1,100.00	\$3,300.00	\$250.00	\$870.00	\$280.00	\$2,900.00	\$730.00	NB	\$1,989.00	\$666.00	
40	98 HP Dozer w/ E-way Blade	\$1,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	NB	\$2,500.00	\$833.00	
41	121 HP Dozer w/ E-way Blade	\$275.00	\$1,020.00	\$3,050.00	\$1,400.00	\$470.00	\$470.00	\$3,900.00	\$3,900.00	NB	\$4,350.00	\$1,455.00	
42	125 HP Dozer w/ E-way Blade	NB	NB	\$4,200.00	\$1,400.00	\$470.00	\$470.00	\$3,900.00	\$3,900.00	NB	\$4,350.00	\$1,455.00	
43	36 497 lbs - 150 HP Dozer w/E-way Blade	NB	NB	\$5,200.00	\$1,730.00	\$560.00	\$560.00	\$6,350.00	\$2,115.00	NB	\$2,115.00	\$705.00	
44	44 200 lbs - 175 HP Clearing Dozer, Rake & Blade	NB	NB	\$5,200.00	\$1,730.00	\$560.00	\$560.00	\$6,350.00	\$2,115.00	NB	\$2,115.00	\$705.00	
45	200 HP Dozer w/Straight Blade w/114 44 420 lbs	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
46	200 HP Cat DER-XL Dozer (or equal) w/ Straight Blade w/ 11k	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
47	74 HP LGP Dozer w/ E-way Blade	NB	NB	\$2,600.00	\$870.00	\$2,900.00	\$280.00	\$2,900.00	\$730.00	NB	\$1,989.00	\$666.00	
48	84 HP LGP Dozer w/ E-way Blade	NB	NB	\$3,000.00	\$1,000.00	\$3,000.00	\$300.00	\$3,000.00	\$3,000.00	NB	\$2,500.00	\$833.00	
49	86 HP LGP Dozer w/ E-way Blade	NB	NB	\$3,600.00	\$1,200.00	\$4,000.00	\$400.00	\$3,500.00	\$3,500.00	NB	\$2,793.00	\$841.00	
50	125 HP LGP Dozer w/ E-way Blade	NB	NB	\$4,600.00	\$1,530.00	\$510.00	\$510.00	\$4,500.00	\$4,500.00	NB	\$4,500.00	\$1,500.00	
51	150 HP LGP Dozer w/ E-way Blade	NB	NB	\$6,400.00	\$2,130.00	\$710.00	\$710.00	\$6,500.00	\$2,175.00	NB	\$2,175.00	\$725.00	
52	200 HLG Dozer w/ straight Blade w/ 11k	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
53	200 HP LGP Dozer w/Straight Blade w/ 11k CAB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
54	78 HP Tractor Box Blade / Front End Loader 4x4	NB	NB	\$1,150.00	\$380.00	\$1,300.00	\$1,300.00	\$1,400.00	\$350.00	NB	\$1,281.00	\$333.00	
55	2.3 Yard Bucket - 129 HP	\$320.00	\$1,380.00	\$4,100.00	NB	NB	\$430.00	\$3,000.00	\$750.00	NB	\$2,716.00	\$823.00	
56	2.6 Yard Bucket - 145 HP	\$330.00	\$1,380.00	\$4,100.00	NB	NB	\$430.00	\$3,000.00	\$750.00	NB	\$2,716.00	\$823.00	
57	3 Yard Bucket - 149 HP	NB	NB	\$4,900.00	\$1,500.00	\$500.00	\$500.00	\$4,700.00	\$1,180.00	NB	\$3,351.00	\$999.00	
58	3.25 Yard Bucket - 150 HP	NB	NB	\$5,900.00	\$1,850.00	\$610.00	\$610.00	\$4,700.00	\$1,180.00	NB	\$4,305.00	\$1,230.00	
59	4Yard Bucket - 195 HP	NB	NB	\$5,900.00	\$1,850.00	\$610.00	\$610.00	\$4,700.00	\$1,180.00	NB	\$4,305.00	\$1,230.00	
60	2.3 Yard Bucket - 129 HP	NB	NB	NB	NB	NB	NB	\$3,000.00	\$750.00	NB	NB	NB	
61	3.0 Yard Bucket - 143 HP	NB	NB	NB	NB	NB	NB	\$4,100.00	\$1,030.00	NB	NB	NB	
62	3.3 Yard Bucket - 160 HP w/Cab	NB	NB	NB	NB	NB	NB	\$4,100.00	\$1,030.00	NB	NB	NB	
63	11 CY Self Loading Scrapers	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
64	17 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
65	22 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
66	50' Single Vibratory Drum 83 HP	\$325.00	\$1,300.00	\$3,800.00	NB	NB	\$450.00	\$2,300.00	\$500.00	NB	\$1,886.00	\$632.00	
67	66' Single Vibratory Drum - 100 HP	\$385.00	\$1,362.00	\$4,080.00	\$2,750.00	\$1,100.00	\$450.00	\$3,000.00	\$3,000.00	NB	\$2,314.00	\$772.00	
68	84' Single Vibratory Drum - 150 HP	\$430.00	\$1,685.00	\$5,000.00	\$3,300.00	\$1,350.00	\$550.00	\$3,500.00	\$3,500.00	NB	\$2,927.00	\$802.00	

January 14, 2010
Consent Agenda Item No. 2h
BVSWMA Peer to Peer Purchase

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the purchase of a Peer to Peer GPS system upgrade for the heavy equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$67,745.00

Recommendation(s): Staff recommends award to Mustang Tractor & Equipment for the original purchase price of \$67,745.00

Summary: This purchase is for an upgrade to BVSWMA's Computer Aided Earthmoving System (CAES) on four heavy equipment machines utilized in waste handling operations. The Peer to Peer upgrade will provide the ability to display other machines positions on the on-board display, machine to machine as-built surface updates, and share compaction and current elevation information. In general, the system provides for the efficient use of valuable constructed landfill airspace. This purchase will include software upgrades for CAES office, four (4) on-board machine displays, four (4) 2.4 GHz radios, base station, repeater, and a three (3) year total warranty.

The cost of this service level adjustment was underestimated by \$7,745.00; however, sufficient funds are available in the BVSWMA Budget for this purchase as a result of four (4) service level adjustments that came in under budget. A total of \$89,686.78 in cost savings remains from the purchase of a light plant, roll-off truck, D8 Dozer, Compliance Officer and Mechanic Trucks.

<u>Vendor</u>	<u>Base Bid</u>
Mustang Tractor & Equipment	\$67,745.00

Budget & Financial Summary: This purchase is budgeted in the FY2010 BVSWMA Operating Fund as a service level adjustment. The service level adjustment was approved by the BVSWMA Policy Advisory Board and both the College Station and Bryan City Councils during the FY2010 budget approval process. **As this purchase is in excess of \$50,000, it will require the approval of the Bryan City Council.** This purchase is exempt from competitive bidding statutes because it is available from only one source due to patents, copyrights, secret processes, or natural monopolies – LGC 252.022 (a)(7)(A).

Attachments:

1. Quote – Mustang Tractor & Equipment

Braze County Landfill

28-Oct-09

CAES 3.XX Upgrade Quotation

4 MACHINES

Purchasing Information

Part #	Description	Quantity	Price/List
OP-0552	ORDER DESIGNATOR FOR CAES	1	\$ -
	3.1 - 3.1.1 CAES SOFTWARE PACKAGE Upgrade - CAES OFFICE, METSMANAGER, METSDIAGS, METSCOMMS, UPLOADER, REPORT GENERATOR		
292-4541	RADIO INTERFACE MODULE	1	\$ 10,139.00
292-4542	ON-BOARD MACHINE SOFTWARE UPGRADE	1	\$ 3,500.00
292-4539	CATS CABLE (DISPLAY TO RADIO)	4	\$ 12,816.00
OP-0210	SHIPPING DOMESTIC	4	\$ 1,340.00
		1	N/C

INFRASTRUCTURE			
	CAT 5 Network Cables, NetGear Switch, DB9 Y-Adapter, Null Modem Adapter		\$ 250.00

RADIO HIGH SPEED	INCLUDES 3 YEAR TOTAL WARRANTY*		
KTL1B/EW24	2.4 GHZ HIGH SPEED RADIO (BASE)	1	\$ 4,250.00
KTL2RD/EW24	2.4 GHZ HIGH SPEED RADIO (OMNI/DIRECTIONAL HUB-REPEAT)	1	\$ 4,250.00
KTL2V/EW24	2.4 GHZ HIGH SPEED RADIO (OMNI DIRECTIONAL MACHINE)	4	\$ 17,000.00

Sub Total	\$ 53,545.00
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ADDED	ESTIMATED FREIGHT		
	INSTALLATION & TRAINING (Approx. 5 Man Days)	\$200.00	\$200.00
	Installation install and training	\$1800.00/DAY	\$5,000.00
	ADDITIONAL CAT DEALERSHIP TECHNICIAN (4 DAYS)		\$4,000.00
	HIGH SPEED RADIO INFRASTRUCTURE INSTALLATION FACTORY CREW		\$5,000.00

Sub Total	\$ 67,745.00
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TOTAL	\$67,745.00
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January 14, 2010
Consent Agenda Item No. 2i
Land Acquired by Condemnation for Twin Oaks Landfill

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion concerning a resolution approving a special warranty deed conveying one-half undivided interest to the City of Bryan in the tract known as Tract 10, of the Brazos Valley Solid Waste Management Agency landfill project located in the JOSEPH T. ROBINSON SURVEY, ABSTRACT 390, Grimes County, Texas for Twin Oaks Landfill.

Recommendation(s): Staff recommends approval of the special warranty deed.

Summary: In July 2008 the City of College Station condemned ten tracts of land in Grimes County for the Twin Oaks Landfill. An undivided interest owner filed an objection against eminent domain proceeding for tract 10. Staff has negotiated with the owner and the objection has been withdrawn and the interest has been awarded by the special commissioners' court. Pursuant to the 2003 First Supplemental BSWMA Joint Solid Waste Interlocal Agreement between the City of Bryan and the City of College Station, all real property acquired for the use of the landfills is to be owned as tenants in common with each City having a one-half undivided interest.

One-half undivided interest in the remaining tract can now be conveyed to the City of Bryan. Upon the Council's approval of the attached Special Warranty Deed conveying the interest, the signed deed will be recorded in the Official Records of Grimes County.

Budget & Financial Summary: N/A

Attachments:

1. Resolution
2. Special Warranty Deed

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CONVEYANCE OF ONE-HALF UNDIVIDED INTEREST IN A TRACT OF LAND KNOWN AS TRACT 10 (64.48 ACRES OUT OF A CALLED 97 ACRE TRACT IN THE JOSEPH T. ROBINSON SURVEY, A-390), LOCATED IN GRIMES COUNTY, TEXAS, TO THE CITY OF BRYAN, TEXAS, BY SPECIAL WARRANTY DEED, AUTHORIZING THE MAYOR TO SIGN SUCH SPECIAL WARRANTY DEED, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in July, 2008, the City of College Station, Texas, condemned ten (10) tracts of land in Grimes County, Texas, for the Twin Oaks Landfill; and

WHEREAS, pursuant to that certain BVSWM Joint Solid Waste Management Agreement dated May 9, 1990, as amended by that certain BVSWM First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWM First Supplemental to Joint Solid Waste Management Agreement between the City of Bryan and the City of College Station, all real property acquired for the use of the landfills is to be owned as tenants in common with each City having a one-half undivided interest; and

WHEREAS, on February 13, 2009, the City of College Station, Texas conveyed to the City of Bryan, Texas, a one-half undivided interest in nine (9) of the condemned tracts of land known as Tracts 4, 6, 9, 15, 18, 23, 25, 26 and 27.

WHEREAS, on June 23, 2008, Eddie Glen Presnull a/k/a Eddie Presnull, one of the undivided interest property owners of Tract 10, had filed a document allegedly objecting to Plaintiff's proceeding in eminent domain; and

WHEREAS, on August 3, 2009, Eddie Glen Presnull a/k/a Eddie Presnull settled all claims to the property by executing a Release and Settlement Agreement; and

WHEREAS, on September 3, 2009, Judge Albert M. McCaig, Jr., Presiding Judge of 506th Judicial District Court of Grimes County, Texas granted and signed the Order of Withdrawal and Waiver of Objections in Cause No. 31,065; and

WHEREAS, on September 3, 2009, Judge Albert M. McCaig, Jr., Presiding Judge of 506th Judicial District Court of Grimes County, Texas signed the Condemnation Judgment on Award of Special Commissioners in Absence of Objections (Tract 10) in Cause No. 31,065 styled City of College Station, Plaintiff vs. Gloria Mae Wilkins and the unknown assigns, heirs, devisees thereof, et al, Defendants **thereby awarding** to Plaintiff, City of College Station, (a) fee simple title to the surface estate of said tract, including all title and rights to use the surface for the exploration, development, production, saving and transportation of all oil, gas, and other minerals, including ingress and egress; (b) the surface of said tract to a depth of 200 feet below the surface, the fee simple title to all oil, gas, and other minerals (said mineral property) on, in and under said tract, including but not limited to: (1) the right to use said mineral property for the exploration, development, production, saving and transportation of all oil, gas, and other

minerals, including ingress and egress; (2) the executive rights regarding said mineral property; and (3) all other rights associated with said mineral property; and (c) at all depths below 200 feet from the surface of said tract, a perpetual, nonexclusive, reciprocal subsurface easement for the purpose of reasonably accommodating future ingress, egress and surface use for the exploration, development, production, saving and transportation of oil, gas, and other minerals for the use and benefit of all mineral interest owners of landfill project tracts; and

WHEREAS, the City Council of the City of College Station has determined that Tract 10 shall be conveyed to the City of Bryan in the form as set forth in the Special Warranty Deed attached as Exhibit "A"; now, therefore,

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

PART 1: The City Council of the City of College Station, Texas, hereby approves the conveyance of one-half undivided interest in a tract of land known as Tract 10 (64.48 acres out of a called 97 acre tract in the Joseph T. Robinson Survey, A-390), located in Grimes County, Texas, for the use of the Twin Oaks Landfill to the City of Bryan, Texas, by Special Warranty Deed attached hereto as Exhibit "A".

PART 2: The City Council of the City of College Station, Texas, hereby authorizes the Mayor of the City of College Station to sign the Special Warranty Deed.

PART 3: That this Resolution shall be effective from and after its date of passage.

PASSED AND APPROVED this ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor



City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(Tract 10)

Date: _____, 2010

Grantor: The City of College Station, Texas, a Texas Home Rule Municipal Corporation by and through its duly elected mayor, Ben O. White, acting pursuant to a resolution adopted on the 14th day of January, 2010, by the duly elected and constituted city council following strict compliance with the Texas Open Meetings Act, which resolution is incorporated herein by reference.

Grantor's Mailing Address: P.O. Box 9960
College Station, Brazos County, Texas 77842

Grantee: The City of Bryan, Texas, a Texas Home Rule Municipal Corporation

Grantee's Mailing Address: P.O. Box 1000
Bryan, Brazos County, Texas 77805

Consideration: Good and valuable consideration, the receipt and sufficiency of which is acknowledged and for which no lien, express or implied, is retained.

Property (including any improvements): An undivided ½ interest in the following interests, which are described below, in the tract known as Tract 10, of the Brazos Valley Solid Waste Management Agency landfill project located in the JOSEPH T. ROBINSON SURVEY, ABSTRACT 390, Grimes County, Texas, which were vested or shall vest in the future in Grantor by virtue of a final judgment of condemnation in Cause No. 31,065 in the District Court of Grimes County, Texas:

- (a) the fee simple title to the surface estate of said tract, including all title and rights to use the surface for the exploration, development, production, saving and transportation of all oil, gas, and other minerals, including ingress and egress;

- (b) from the surface of said tract to a depth of 200 feet below the surface, the fee simple title to all oil, gas, and other minerals on, in and under said tract, including but not limited to: (1) the right to use said mineral property for the exploration, development, production, saving and transportation of all oil, gas, and other minerals, including ingress and egress; (2) the executive rights regarding said mineral property; and (3) all other rights associated with said mineral property; and
- (c) at all depths below 200 feet from the surface of said tract, a perpetual, non-exclusive, reciprocal subsurface easement for the purpose of reasonably accommodating future ingress, egress and surface use for the exploration, development, production, saving and transportation of oil, gas, and other minerals for the use and benefit of all mineral interest owners of landfill project tracts.

Tract 10 is more specifically described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in person other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; all validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

THE CITY OF COLLEGE STATION, TEXAS

By: _____
Name: BEN O. WHITE
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **BEN O. WHITE**, as Mayor of the City of College Station, Texas, a home rule Municipal Corporation under Texas law, on behalf of said home rule Municipal Corporation.

Notary Public in and for the State of Texas

After Recording Return to:

Mr. Kyle Hawthorne
Bruchez, Goss, Thornton,
Meronoff & Hawthorne, P.C.
4343 Carter Creek Parkway, Suite 100
Bryan, Texas 77803

January 14, 2010
Consent Agenda Item No. 2j
Holleman Dedication Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding an agreement between the City and Capstone-CS, LLC dedicating rights-of-way and easements necessary for the construction of the extension of Holleman Drive from FM 2818 to Jones-Butler Road just east of the City Dowling Road Pump Station along with associated improvements.

Recommendation(s): Staff recommends approval of the Dedication Agreement

Summary: Staff and TxDOT made a presentation to Council on February 12th where a planned grade separation at the intersection of Wellborn and FM 2818 was described. During that presentation it was pointed out that the intersection of Jones Butler and FM 2818 would be blocked by this construction project. Staff began working with the developer of the nearby Capstone development at that time to extend Holleman Drive so that through City participation there would be a connection to Jones Butler providing access to FM 2818 at the signalized intersection with Holleman. In April Council approved a contract with Mitchell & Morgan to design the portion of the roadway that will be contained on City property.

The developer's plans have been put on hold due to economic conditions and they are unable to construct the Holleman extension within a time frame desired by the City. Staff proposes that the City construct the roadway and recover the developer's share of construction cost through a paving assessment.

The key ingredient to making this project happen is that the necessary right-of-way and easements be dedicated by the developer. At a workshop on November 9th staff reported that we were in the process of negotiating these dedications. With this agreement the developer, Capstone, dedicates the necessary right-of-way and easements. The agreement requires that the City begin construction no later than June 2010 and substantially complete the work no later than April 1, 2011.

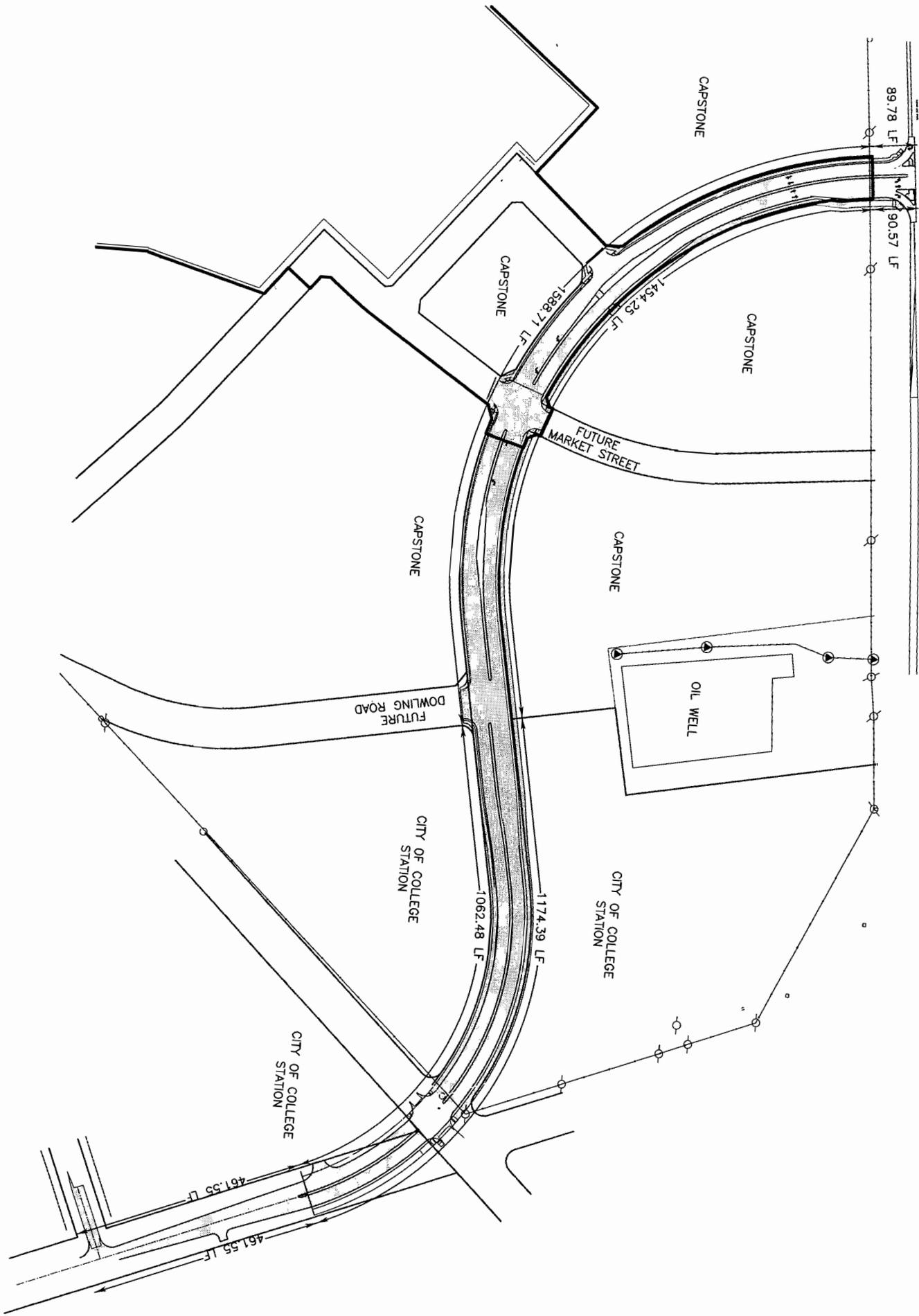
Once the land is dedicated the project will be ready to bid. Our plan is to bring a contract award back to Council on February 25th and to begin construction as soon as possible after that. Construction is expected to take 6 to 8 months.

Budget & Financial Summary: The property necessary for the Holleman extension is being dedicated by the Developer at no cost to the City.

Attachments:

1. Location Map
2. Dedication Agreement (Exhibits available in City Secretary's office)
 - Exhibit A Legal Description of Property
 - Exhibit B Holleman Drive Extension Map
 - Exhibit C ROW Dedication Deed
 - Exhibit D Easement Conveyance Instruments
 - Exhibit E Proposed Assessment Resolution
 - Exhibit F Engineer's Estimate

FM2818



January 14, 2010
Consent Agenda Item No. 2k
EnRoute Public Safety System Hardware Migration

To: Glenn Brown, Acting City Manager

From: Ben Roper, Information Technology Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a supplement to the original contract with EnRoute Public Safety, purchasing services to migrate the Public Safety Systems to new hardware and operating system software for an amount not to exceed \$16,331.

Recommendation(s): Staff recommends approval.

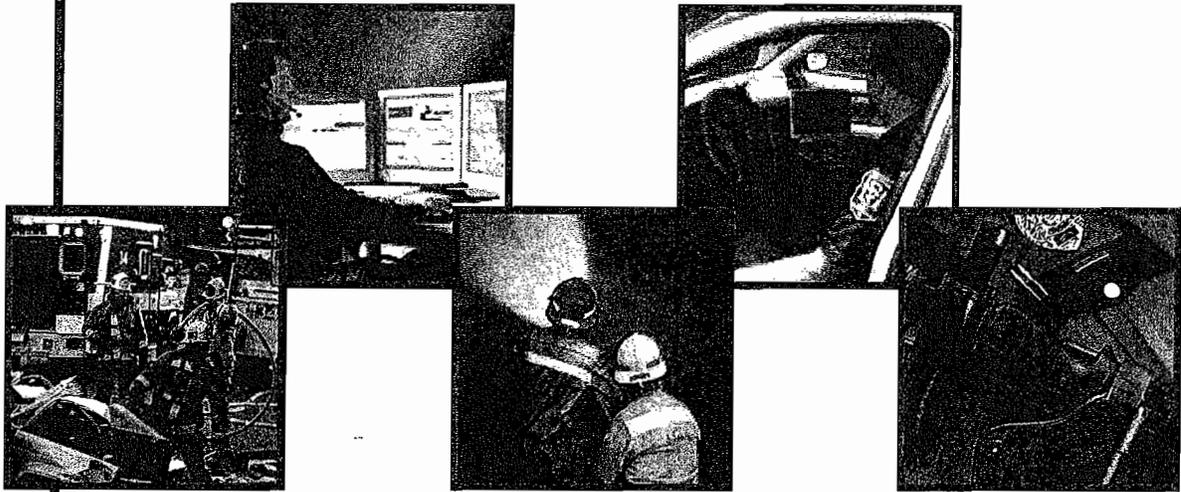
Summary:

These services are part of the CAD Hardware Upgrade Capital Improvement Project, migrating the Public Safety System software and data to a new hardware and operating system platform. The change in the platform and operating system of the Public Safety Systems will allow both the City's Information Technology Department and the supporting vendor, Enroute Public Safety, to maintain service continuity to the systems' users.

Budget & Financial Summary: Funds for this project are budgeted and available in the FY10 General Government Facilities and Technology Capital Improvement Project budget.

Attachments:

Scope of Project and Customer Order Form



Scope of Project City of College Station, Texas

Re-host to Windows Servers

All EnRoute Software

This document may contain information specified as proprietary and confidential to EnRoute Emergency System LLC ("EnRoute"), and the City of College Station ("the City"). Disclosure of this information to any third party, corporation, agency, or other entity of any kind without the express written permission of EnRoute is prohibited.

All brand and/or product names are used for identification purposes only. They may be trademarks or registered trademarks of their respective owners.

Description

EnRoute shall perform services required to meet requirements specified in Customer Order Form #102-0909041059-R2 AIX to Windows Re-host of the EnRoute application to a Windows environment for the City. Specific products and services purchased are detailed on the Customer Order Form

Re-host to Windows Servers

- Re-host the existing EnRoute Software, which includes EnRoute-supplied interfaces from an IBM/Unix environment to a Windows 2008 server environment.
- Ensure that all the existing EnRoute interfaces currently under maintenance agreement are available at cutover and functioning as they do on the currently.

Network Connectivity, Hardware, and Database

The City will be responsible for acquisition of all necessary servers, workstations, and for network connectivity. The network must be configured with Domain Controller and VPN connectivity to the servers.

Current workstations will continue to work as they did before the Windows re-hosting.

The City network connectivity must be a minimum of 100mbs connections to all workstations.

Minimum server specifications are:

PowerEdge 2950 III Dual Processor (Quad Core Intel® Xeon®X5405, 2x6MB Cache, 2.0GHz, 1333MHz FSB), 8GB memory, 73GB RAID-1 Disk (2x73GB), 292GB RAID-5 SAS (3x146GB), DVD-ROM, Dual100/1000 NIC, DRAC, Rails for Rack Enclosure, Windows Server 2008 – Standard x64, PowerVault 110T DDS4, 20/40GB Internal TBU w/Controller.

Windows 2008 Servers

The City will provide Windows 2008 servers to support the Software and all interfaces. The servers will be configured with the OS and placed on the network by City personnel. It is required that the servers become part of the City's network, that the City has a Windows primary Domain Controller and the City will be using Active Directory

The City will provide a staging area with at least one desk and access to telephone lines for voice and data transmission. The new servers will be configured for access through VPN for remote administrative services. The City will be responsible for connecting the servers to the City's network and ensuring network connectivity.

The City will ensure that its System Administrator(s) has experience with and an understanding of Windows 2008 network configuration prior to using the servers in production.

Re-host of Existing Software/Interfaces and Data Conversion

- EnRoute will provide the minimum configuration for the Windows 2008 servers required to support the EnRoute Software and all interfaces. EnRoute will load the UniData RDBMS and applicable versions of EnRoute Software and convert data from AIX to Windows on both servers.
- EnRoute will ensure that all the EnRoute-provided interfaces, CAD and RMS continue to process on the new Windows servers.
- EnRoute will provide project management, installation services, and cutover assistance.

The City will be responsible for the data, data entry, performing backups, Windows 2008 training, network configuration, and same maintenance as currently responsible for.

EnRoute's Installation Services Responsibilities

- Configure and install UniData and EnRoute Software. Customer database is loaded for the purpose of testing before actual conversion at cutover.
- Set up backup scripts for auto and manual backup (daily and weekly).
- Set up 5 User accounts in Windows on the servers or migrate into existing active directory schema
- Set up 2 printers in Windows and UniData.
- Install the DialOut EZ virtual comm. port software
- Conduct Quality Assurance verification of account and data conversion.
- Setup and configure server redundancy

•

In the City's Computer Center

EnRoute will:

- Verify connectivity to servers.
- Test all interfaces where connectivity in the production environment can be interrupted to be tested prior to cutover. This would require the switching of cables/paths for some interfaces.
- Verify network printer configuration.

The City's Installation Services Responsibilities

- Install necessary servers, and network connectivity.
- Provide network cabling from the hub connection to the place where equipment is to be placed.
- Make any adjustments/modifications to serial cabling connections to Perle Chase.
- Perform User login at the Windows level for all users except the first 5 to be completed by EnRoute.
- Set up printers in Windows and UniData except for the first 2 to be completed by EnRoute.

Installation Services Assumptions

City installation and network professional will remain with EnRoute personnel though the installation and cutover period. EnRoute views this as a joint project where both parties will be involved to make this a smooth transition.

EnRoute's cut-over Services Responsibilities

- Provide on-site system engineering services to complete final database movement from the existing servers to the new servers
- Verify connectivity upon final cutover of all interfaces
- Troubleshoot any system issues that may arise.

The City's Cut-over Services Responsibilities

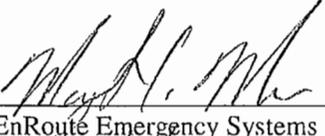
- Ensure that the City's network support services are available during the week if needed.
- Ensure that either the City's System Administrator and/or Project Manager remains on site and available during the cutover period. This requirement will remain until such time that EnRoute personnel are no longer on-site.

Cut-over Services Assumptions

All EnRoute software users will be in manual mode while the database is being moved to the new servers. During this time, the data is copied from the old servers and restored onto the new servers. Interface cables/ paths are switched and verified. Because the time required taking a file save may vary, users could be working manually for up to 12 hours. This cutover will occur at a day and time acceptable to both EnRoute and the City.

End State Product

The final product will be 2 independent Windows servers in a redundant configuration, with each server being able to run all existing functionality for CAD, RMS, and the current interfaces on either server at one time



EnRoute Emergency Systems
12/7/09

Date

City of College Station

~~Date~~

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: _____

Customer Order Form



Project: **AIX to Windows ReHost**

Customer: City of College Station Ship To Contact: Kevin Joyner Address: 1101 Texas Avenue City, State Zip: College Station, TX 77840 USA E-mail: kjoyner@cs.tx.gov FAX #: (979) 764-3664 Phone #: (979) 764-3645	Order #: 102-0909041059 Rev #: 2 Date: 12/2/09 Customer #: 102 Req. by: Matt Williams Customer PO #:
Bill To Contact: Kevin Joyner Address: 1101 Texas Avenue City, State Zip: College Station, TX 77840 USA E-mail: kjoyner@cs.tx.gov FAX #: (979) 764-3664 Phone #: (979) 764-3645	Existing Agreement Details 1 System and Services Dated: 10/01/01 Number: 102-S040406A 2 N/A Dated: N/A Number: N/A
_____ Date Customers Authorized Signature Print or Type Name & Title	

Installation Services	U/M	Qty	Fee	Extended Fee	
Onsite Installation Services to include:	Hour	48	\$175	\$8,400	N/A
Installation of UniData on both server(s)					
Installation of latest EnRoute Licenses on both server(s)					
Copy existing data from current server(s) to new server(s)					
Convert data from AIX to Windows					
Establish interface(s) on new server(s)					
Establish transfers between current server(s) and new server(s)					
Cut over to new server(s)					
Note: Customer provided Terminal Server Required for Windows Environment					
Installation Services Subtotal				\$8,400	N/A
		0		\$11,200	
_____		_____		_____	
Date	Managers Authorized Signature		Trips	ALL Services Total	

Project Management Services	U/M	Qty	Fee	Extended Fee	
Remote Project Management Services to include:	Hour	16	\$175	\$2,800	N/A
Project Management Services Subtotal				\$2,800	N/A

Third Party Software and Services	U/M	Qty	Fee	Extended Fee	1st Year Annual Support Fee
Tactical Software DialOut/EZ - Connections=4	Each	2	\$250	\$500	\$106
Third Party Software and Services Subtotal				\$500	\$106

Agreement Summary		\$11,700
(Exclusive of Tax, Support Fees & Travel/Shipping Expenses)		
Payment Terms:	100% Hardware Products	\$0
	100% Software Products	\$500
	Due Upon Invoicing	Total Due Upon Invoicing (exc. tax) \$500
Services Due Upon Delivery	100% Services as Delivered	\$11,200
	Annual Software Support for this Order	Total Services Payment (exc. tax) \$11,200
		\$106

Estimated Travel/Shipping Expenses	U/M	Qty	Unit	Extended
Weekly Expenses - Meals, Hotel, Transportation, Parking	Each	2	\$1,250	\$2,500
Roundtrip Unrestricted Coach Airfare	Each	2	\$1,000	\$2,000
Shipping	Lot	1	\$25	\$25
Total Estimated Travel/Shipping Expenses - Billed at actual as incurred				\$4,525

Estimated Purchase Order Details	
Total Agreement Summary Amount	\$11,700
Total Annual Software Support for this Order	\$106
Estimated Travel/Shipping Expenses - Billed at actual as incurred	\$4,525
Estimated Taxes - Billed at actual as required by law	TBD
Total Estimated Amount for Purchase Order	\$16,331


 EnRoute Emergency Systems Authorized Signature

12/7/09
 Date

TERMS and CONDITIONS:

1. This Customer Order Form (COF), together with any software, hardware, professional services or software support services which are the subject of this Order, shall be subject to the terms and conditions of the existing Agreement(s) between EnRoute Emergency Systems LLC ("EnRoute"), the particulars of which are set out below. Except as otherwise provided herein, the terms and conditions of the said Agreement(s) are incorporated herein by reference including definitions.
2. By signing this COF, Customer represents and warrants that it has obtained all necessary authorizations and approvals to execute this COF and enter into this agreement with EnRoute.
3. Upon receipt of the signed COF EnRoute will schedule the services described above and order the Third Party Software and/or Hardware. EnRoute will not be obligated to deliver any goods or services until the down payment or PO for the full amount has been received.
4. EnRoute will invoice Customer for the Software and/or Hardware and Customer shall pay such Invoice within thirty (30) days of invoice receipt. EnRoute will perform services as requested by Customer. Customer will be billed for Services as incurred (i.e. upon completion of each individual deliverable each of which is represented by a line item above). Customer's payment of each invoice is due within 30 days of invoice receipt.
5. Delivery for all products shipped is FOB Shipping Point.
6. The above prices will be held for ninety (90) days from the date of the Order Form.
7. If it is determined that additional Software, and/or additional services are required that are outside of the scope of this COF, such products, licenses and/or services may be provided on a separate Customer Order Form at EnRoute's then-current rate for those products and/or services.
8. All items related to this Order must be utilized within one year of signing this Order. No refunds or credits are issued for service hours committed but not utilized within such one-year period.
9. Support Fees for newly licensed products will begin upon Delivery of the Software.
10. No changes or modifications of any kind to this Order shall be accepted after execution unless signed in writing by both parties.

Particulars of Existing Agreement(s) between EnRoute Emergency Systems LLC, (where applicable, as successor in interest to the Geac Public Safety division of Geac Enterprise Solutions, Inc.), and the Customer:

Agreement for System and Services dated 2/21/2003 being Agreement No. 102-S040406A

January 14, 2010
Consent Agenda Item No. 2L
Millican Radio Tower Replacement

To: Glenn Brown, City Manager

From: Ben Roper, Director, Information Technology

Agenda Caption: Presentation, possible action, and discussion to approve a resolution awarding a contract for the upgrade of the Millican Radio Tower to the lowest responsible bidder Western Towers of San Angelo, Texas in the amount of \$ 103,550.00.

Recommendation(s): Staff recommends approval of the resolution awarding a contract for the upgrade of the Millican Radio Tower to the lowest responsible bidder Western Towers of San Angelo, Texas in the amount of \$ 103,550.00.

Summary: The City is working to replace existing obsolete radio equipment for the Public Safety Radio System used by Fire, Police, Emergency Management, and other city departments. One such improvement was to enter into an ILA with the City of Bryan, City of Brenham, Washington County, Brazos County and Texas A&M University to establish the Brazos Valley Wide Area Communication System (BVWACS).

Additionally, the City obtained the services of RCC Consultants to ensure that the planned BVWACS system would meet the City's radio requirements, specifically in the southern part of the city where rapid growth is occurring. RCC Consultants determined that the BVWACS would better meet the City's requirements if the Millican radio tower owned by Brazos County was increased in height from its present 100' to approximately 190 feet. An ILA between the City and Brazos County to raise the Millican Tower height was negotiated and approved by Council on August 17, 2009 (Consent # 2.0.). This contract carries out the action agreed to in the ILA.

Budget & Financial Summary: Funds to accomplish this project are included in the Radio System Replacement Project, CO 0601.

Attachments:

1. Resolution
2. ILA Between the City and Brazos County
(Contract on file in the City Secretary's Office)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE UPGRADE OF THE MILLICAN RADIO TOWER AND AUTHORIZING THE EXPENDATURE OF FUNDS

WHEREAS, the City Council of the City of College Station, Texas, solicited bids for the non-destructive removal and reconstruction of the current Millican Radio Tower, raising the height to up to 190 feet; and

WHEREAS, the selection of Western Towers is being recommended as the lowest responsible bidder for the construction services related to the removal of the present tower and construction a new tower, using portions of the old tower; 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 Western Towers is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with Western Towers for \$103,550.00 for the design, removal, reconstruction of the tower including all labor, equipment, and materials related to Millican Tower Replacement project.
- PART 3: That the funding for this project shall be as budgeted from the Radio Replacement Project (CO 0601) in the amount of \$103,550.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson

City Attorney

ROUTING SHEET

CONTRACTS & OTHER AGREEMENTS

(These Documents Require Council Approval)

For Office Use Only:
 ___ Originals sent to Fiscal on ___
 ___ Copies sent to Legal on ___
 Scanned into Laserfiche on ___

Contract No.: 09-280M Project No.: CO 0601

Project Name: Radio Replacement - ILA for Increasing the Height of the Brazos County Millican Radio Tower

Name of Contractor: N/A

Contract Description: ILA between the City of College Station and Brazos County

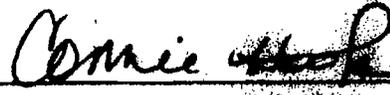
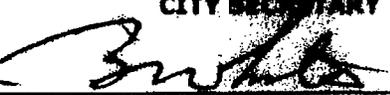
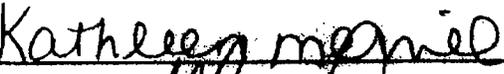
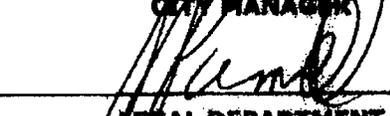
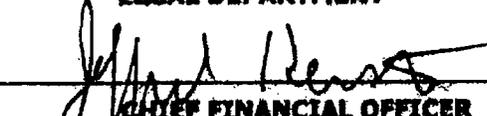
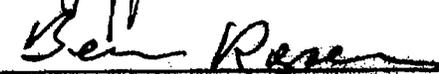
CRC Approval Date (if required): N/A Department Representative/Extension: Ben Roper/3538

Council Approval Date (if required): 8/17/09

Agenda Item No.: Consent # 2.o.

Finance Review Required: Insurance Certificates: N/A Performance Bond: N/A Payment Bond: N/A
(person reviewing, please initial if approved)

Comments:
This ILA is an agreement between the City of College Station and Brazos County for the City to raise the height of the County owned Millican Radio Tower as part of the City Radio Replacement project. This action will increase radio coverage in the southern part of the city.
Note: Please notify IT (5530) when routing is complete

- | | | |
|---|---|-----------|
| 6 |  | 8-27-09 |
| | CITY SECRETARY | DATE |
| 5 |  | 8-25-09 |
| | MAYOR | DATE |
| 4 |  | 8-24-09 |
| | CITY MANAGER | DATE |
| 3 |  | 8-24-09 |
| | LEGAL DEPARTMENT | DATE |
| 2 |  | 8-21-09 |
| | CHIEF FINANCIAL OFFICER | DATE |
| 1 |  | 8-19-2009 |
| | DEPARTMENT DIRECTOR/
ADMINISTERING CONTRACT DIRECTOR | DATE |

**INTERLOCAL AGREEMENT
FOR INCREASING THE HEIGHT OF THE
BRAZOS COUNTY MILLICAN RADIO TOWER**

THE STATE OF TEXAS
COUNTY OF BRAZOS

This Agreement is made and entered into by and between the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, and Brazos County, Texas (hereinafter referred to as the "County").

RECITALS

WHEREAS, College Station and the County wish to enter into an interlocal agreement for the purpose of removing a radio tower owned by the County and located on County property located at 21550 Kathy Fleming Road, in the vicinity of the community of Millican, Texas and to construct a new tower utilizing portions of the old tower and increasing the tower height at such location from 100 feet to 190 feet to enhance radio communications of the parties; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes local governments to contract with each other to perform governmental functions or services including emergency response services and to make cooperative purchases of goods among themselves; and

WHEREAS, College Station and the County desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, and services; and

WHEREAS, the parties are of the opinion that the joint use and modifications to the Millican radio tower for the purpose of providing improved public safety and emergency communications will be beneficial to the citizens of Brazos County and College Station;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

I. DEFINITIONS

- (a) "BVWACS" means the Brazos Valley Wide Area Communications System established among the City of College Station, City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University pursuant to that once certain agreement titled "Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS)" approved in September and October of 2008 by such entities.

II. PURPOSE

The purpose of this Agreement is to remove a radio tower and build a new, taller one utilizing portions of the old tower generally referred to as the Millican radio tower and raising the height of the tower at such location from the present height of approximately 100 feet to a height of approximately 190 feet for the new tower. The location and proposed removal, construction and cost estimate of such project is as shown on Exhibit A attached hereto and made a part hereof. The primary purpose of this project is to support public safety and general radio communications of the Parties and of third parties as set forth herein.

III. OBLIGATIONS OF COUNTY

The County agrees that it shall perform the following:

1. Make available to City, including the right of access, the property upon which sits an approximately 100 foot high radio tower owned by County and upon which will be constructed an approximately 190 foot high new radio tower at the location shown on Exhibit "A", such location hereinafter referred to as the "Property."
2. Grant permission for City to remove the currently existing radio tower on the Property and to construct a new one as shown in Exhibit "A" for the purposes recited in this Agreement. This includes allowing the City to utilize all or some of the currently existing tower on the Property for construction of the new one on the Property.
3. Permit the City to carry out all its obligations and responsibilities as set forth in this Agreement.
4. Upon completion of construction of the new tower, permit, allow and make accessible to the City the new tower and Property as shown on Exhibit "A" for public safety radio systems users' communications.
5. Understand that during the period of removal of the old tower until completed construction of the new tower on the Property that neither tower may not be functional for communications during such period. Time is of the essence, and every effort will be made to minimize the time that communications are unavailable due to this project.
6. Understand that the scope of work to be performed by the City is to remove the old tower and construct a new one; and that making additional improvements or adding facilities upon the tower so as to allow or permit BVWACS radio communications falls outside the scope of this Agreement. Tower construction will be coordinated with BVWACS to minimize delay and impact on BVWACS.
7. Understand and agree that ownership of the Property, the old tower and the new tower shall remain with the County; but in the event this Agreement is terminated earlier than

as otherwise set forth as the initial term that the provisions regarding early termination apply.

8. Understand and agree that capacity on the new tower for governmental use is to be shared equally by both Parties.
9. Be responsible and assume the cost for the proper operation, maintenance, repair and use of the new tower for radio communications, including proper maintenance, upkeep and repair of the tower structurally.
10. Not enter into any third party agreement for use of the new tower without mutual written agreement of the parties except that use of the new tower by BVWACS shall not require future mutual agreement.
11. Assume the cost and responsibility of purchasing and installing on the new tower whatever equipment is necessary for County radio communications.

IV. OBLIGATIONS OF THE CITY

The City agrees that it shall perform the following:

1. Assume responsibility for the performance and cost of removing the existing tower on the Property and constructing a new one as set forth in Exhibit "A."
2. Comply with all applicable laws, rules and regulations regarding the removal of the current tower and construction of the new one.
3. Comply with all applicable laws, rules and regulations in using the new tower for its radio communications.
4. Understand and agree that ownership of the Property, the old tower and the new tower shall remain with the County; but in the event this Agreement is terminated earlier than as otherwise set forth as the initial term that the provisions regarding early termination apply.
5. Understand that the scope of work to be performed by the City is to remove the old tower and construct a new one; and that making additional improvements or adding facilities upon the tower so as to allow or permit BVWACS radio communications falls outside the scope of this Agreement.
6. Understand and agree that capacity on the new tower for governmental use is to be shared equally by both Parties.
7. Not enter into any third party agreement for use of the new tower without mutual written agreement of the parties except that use of the new tower by BVWACS shall not require future mutual agreement.

8. Assume the cost and responsibility of purchasing and installing on the new tower whatever equipment is necessary for City radio communications.
9. Submit for County approval the tower design and specifications prior to beginning removal of the existing tower and construction of the new tower.
10. Ensure that the new tower design will accommodate the planned BVWACS antenna equipment.

V. TERM

The initial term of this Agreement is five years. Thereafter, this Agreement shall be automatically renewable for one year terms unless terminated in accordance herein.

In the event either Party desires to terminate this Agreement during the first five years, it may do so only after giving 270 days advance written notice to the other Party. In such event, the County agrees to reimburse City its actual costs incurred in removing the old tower and constructing the new one, prorated for the time the tower is used by both Parties. Thereafter, in the event either Party desires to terminate this Agreement it may do so upon giving 180 days advance written notice to the other without further obligation.

VI. INDEMNITY / RELEASE

To the extent provided by law and without waiving governmental immunity or the limitations as to damages in the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a peace officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.

Each Party hereby releases, relinquishes, and discharges all other Parties, including their 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 services provided under this Agreement. 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 any Party, its officers, agents, and employees, or any third party.

VII. EFFECTIVE DATE

This Agreement shall become effective between the Parties hereto upon proper approval by both Parties.

VIII. NOTICES

Any notices, approval, consent, or communication by one Party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective Parties as follows:

COLLEGE STATION:

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

with copies to:

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

BRAZOS COUNTY:

County Judge
Brazos County
200 S. Texas Ave., Suite ~~310~~ ³³²
Bryan, Texas 77803



with copy to:

Sheriff
Brazos County Sheriff's Office
1700 Hwy 21 West
Bryan, Texas, 77803

IX. MISCELLANEOUS

- a. The Parties expressly acknowledge that each Party to this Agreement is a Texas governmental entity. Nothing in this Agreement will be construed as a waiver or

relinquishment by any Party of its right to claim such exemptions, privileges and immunities as may be provided by law nor form the basis of a consent to suit.

- b. The article headings in this Agreement are used for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- c. This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.
- d. Public disclosure of information related to, and activities conducted under, this Agreement may be subject to the Freedom of Information Act (5 U.S.C. § 552) and the Texas Public Information Act (TEX. GOV'T CODE §§ 552.001 et. seq.). To the degree permissible by law and prior to public disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure.
- e. This Agreement may not be assigned by either Party without the written consent of the other Party.
- f. This Agreement constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral.
- g. The Parties represent that the undersigned representative of each entity is duly authorized to enter into this Agreement and that each Party is authorized to perform the functions or services contemplated herein.
- h. Each Party represents that it has sufficient funds available from current revenues to perform its obligations under this Agreement;
- i. This Agreement may only be amended or modified by the mutual agreement of the Parties hereto in writing.
- j. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- k. The failure of any Party to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver or relinquishment of such requirements in future instances, but such requirements will continue and remain in full force and effect.
- l. Severability. If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and the Agreement shall be construed as if the invalid, illegal, or unenforceable term or provision had never been contained in it.

EXECUTED this the 26th day of August, 2009 by CITY OF COLLEGE STATION, TEXAS.

CITY OF COLLEGE STATION, TEXAS

By: *Ben White*

Mayor

ATTEST:

Cornie Hooks

City Secretary

APPROVED AS TO FORM:

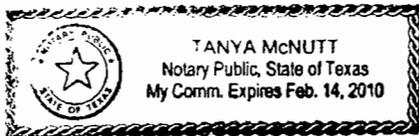
[Signature]
City Attorney

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared *Ben White*, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *25th* day of *August*, A.D. 2009.



Tanya McNutt
Notary Public in and for the State of Texas
My Commission Expires: *2-14-10*

EXECUTED this the 11th day of August, 2009 by
BRAZOS COUNTY.

COUNTY OF BRAZOS

By: Randy Sims

County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen

County Clerk

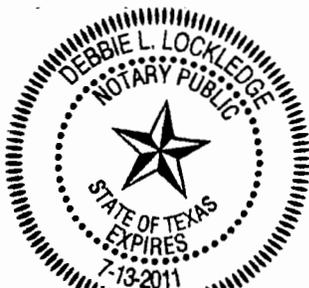
Don Freedy
Asst. County Attorney - Civil

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Randy Sims County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, A.D. 2009.

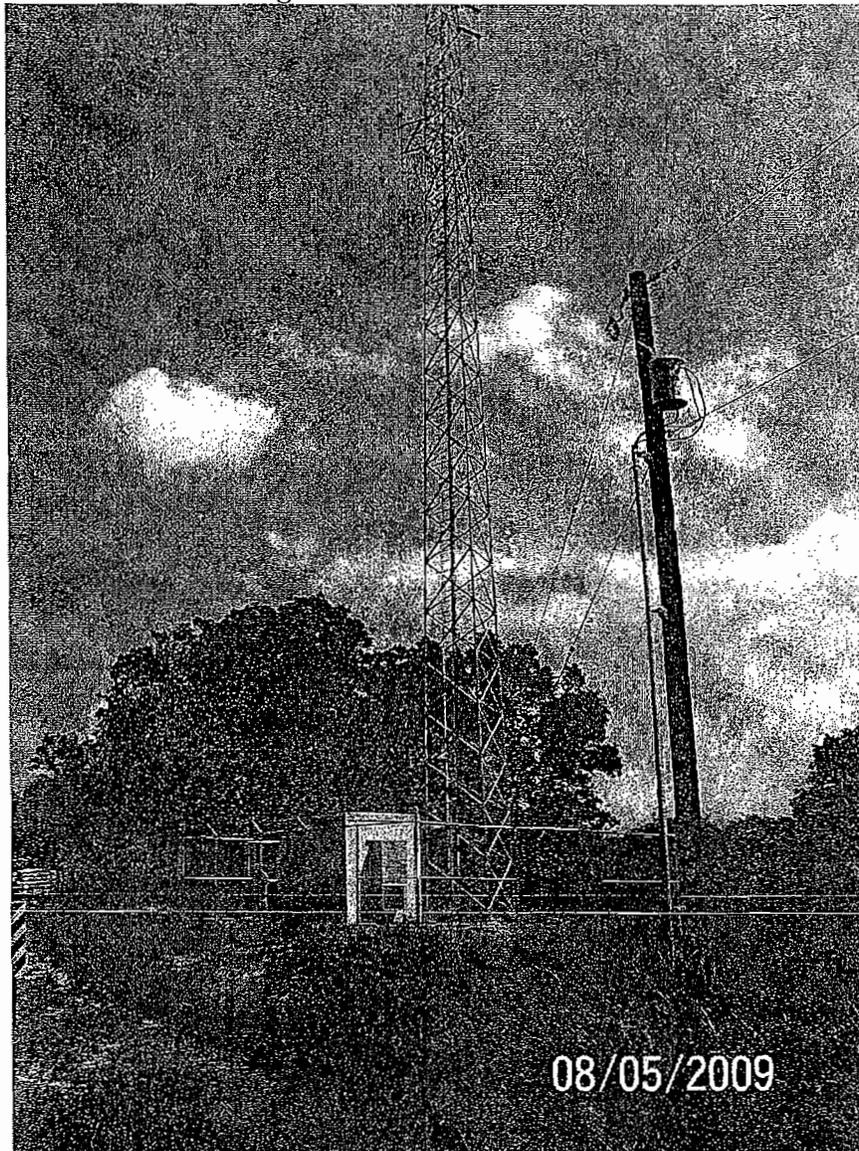


Debbie L. Lockledge
Notary Public in and for the State of Texas
My Commission Expires: 7/13/2011

Exhibit A

The current 100' tower is shown in Figure 1 below:

Figure 1: Current 100' tower



This work specified by this Agreement will remove the existing tower and install an approximately 190' tower in the same location. The existing tower will be reused in the new tower to the maximum extent possible. The new tower will be of similar construction, will be freestanding, and will not require guide wires for support.

January 14, 2010
Consent Agenda Item No. 2m
Construction Contract #10-075 for New Basketball Pavilion at
Pebble Creek Park

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #10-075) with Marek Brothers Construction, Inc. in the amount of \$165,897.00 for a new basketball pavilion at Pebble Creek Park.

Recommendation(s): Staff recommends approval of the resolution and award of the construction contract with Marek Brothers Construction, Inc. for construction of a new basketball pavilion at Pebble Creek Park, in the amount of \$165,897.00 and one hundred fifty (150) construction days.

Summary: The proposed construction of a new basketball pavilion includes a covered lit open pavilion to go over the existing basketball court located at Pebble Creek Park. The pavilion is designed to meet all of the standards of the City's UDO requirements and is similar in design to the other basketball pavilions currently in use in other parks.

Budget & Financial Summary: Eleven (11) sealed, competitive bids were received and opened on December 14, 2009. The bid summary is attached. Funds are available and budgeted from the 2008 General Obligation Bonds.

Attachments:

- 1)** Resolution
- 2)** Bid Number 10-17 Tabulation
- 3)** Site Plan
- 4)** Construction Contract 10-075
(This contract will be available in the City Secretary's Office.)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING CONTRACT #10-075 FOR CONSTRUCTION OF A BASKETBALL PAVILION AT PEBBLE CREEK PARK PROJECT NUMBER PK-0914, AND AUTHORIZING EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the Construction of a Basketball Pavilion at Pebble Creek Park Project, and

WHEREAS, the selection of Marek Brothers Construction, Inc. is being recommended as the lowest responsible bidder for the construction services related to the construction services related to the Construction of a Basketball Pavilion at Pebble Creek Park Project, now therefore,

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

- PART 1: That the City Council hereby finds that Marek Brothers Construction, Inc. is the lowest, responsible bidder.
- PART 2: That the City Council hereby approves the contract with Marek Brothers Construction, Inc. in the amount of \$165,897.00 and one hundred fifty (150) calendar days for the labor, materials, and equipment required for the improvements related to the Construction of a Basketball Pavilion at Pebble Creek Park Project (PK-0914).
- PART 3: That the funding for this contract shall be as budgeted from the 2008 General Obligation Bonds in the amount of \$165,897.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 14th day of January 2010.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

APPROVED:

Carla A Robinson
CITY ATTORNEY

City of College Station Housing Department
 Bid Tabulation for #10-17
 Pebble Creek Basketball Pavilion
 Open Date: Monday, December 14, 2009 @ 2:00 p.m.



ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction		Questar*		G.W. Williams General Contractors		MDS Builders of Texas		Madison Construction LP		Johnston Commercial	
				UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT
1	1	LS	Pebble Creek Park Basketball Pavilion	\$165,897.00	\$165,897.00	\$170,370.00	\$170,370.00	\$179,000.00	\$179,000.00	\$184,362.00	\$184,362.00	\$189,906.00	\$189,906.00	\$198,361.00	\$198,361.00
	2	1	Deduct - Bird Barrier		-\$13,000.00				-\$15,700.00		-\$7,784.00		-\$9,300.00		-\$9,300.00
GRAND TOTAL (All Items)				\$152,897.00		\$170,370.00		\$163,300.00		\$176,578.00		\$180,606.00		\$189,061.00	
Certification from bid package Addenda Received				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Number of calendar days to substantial completion				150	150	150	150	150	150	150	150	150	150	150	150
				Dudley Construction, Ltd.		Formby Construction LLC		OCC Construction Corp.		Front Line Construction Inc.		JC Industries			
1	1	LS	Pebble Creek Park Basketball Pavilion	\$198,800.00	\$198,800.00	\$170,370.00	\$170,370.00	\$259,456.00	\$259,456.00	\$203,900.00	\$203,900.00	\$225,000.00	\$225,000.00		
			Alternate Deduct - Bird Barrier												
2	1	LS	Deduct Bird Barrier		-\$24,400.00				-\$30,600.00		-\$8,000.00		\$0.00		\$0.00
GRAND TOTAL (All Items)				\$174,400.00		\$170,370.00		\$228,856.00		\$195,900.00		\$225,000.00		\$225,000.00	
Certification from bid package Addenda Received				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Number of calendar days to substantial completion				150	150	150	150	150	150	150	150	150	150	150	150

*Questar did not return Addendum 2.3.4, incorrect Bid Summary used

January 14, 2010
Regular Agenda Item No. 1
Holleman Extension Resolution

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action and discussion regarding a resolution ordering improvement of a portion of Holleman Drive, providing for recovery of costs through paving assessment, accepting the engineer's estimate of construction costs setting amounts per front foot to be assessed giving notice of public hearing.

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

Summary: Staff and TxDOT made a presentation to Council on February 12th where a planned grade separation at the intersection of Wellborn and FM 2818 was described. During that presentation it was pointed out that the intersection of Jones Butler and FM 2818 would be blocked by this construction project. Staff began working with the developer of the nearby Capstone development at that time to extend Holleman Drive so that through City participation there would be a connection to Jones Butler providing access to FM 2818 at the signalized intersection with Holleman. In April Council approved a contract with Mitchell & Morgan to design the portion of the roadway that will be contained on City property.

The developer's plans have been put on hold due to economic conditions and they are unable to construct the Holleman extension within a time frame desired by the City. Staff proposes that the City construct the roadway and recover the developer's share of construction cost through a paving assessment.

At a workshop meeting on November 9th staff explained that the key ingredient to making this project happen is that the necessary right-of-way and easements be dedicated by the developer. An agreement making these dedications was approved earlier on the consent agenda. This dedication makes it possible to move ahead with the project.

This resolution moves the project forward to bid by Council's ordering that the improvements be made and approving the plans and it begins the assessment process by adopting the engineer's estimate, stating that the City will be assessing the abutting properties on a front foot basis, establishing terms for the assessment, instructing the City Secretary to file notice of lien assessment with the County Clerk, calling a public hearing to be held on February 25, 2010 and directing the City Secretary and Director of Public Works to make proper notifications of said hearing.

Budget & Financial Summary: The total estimated cost of construction is \$2,902,472.00. Construction will be paid through the street capital fund and the water capital fund. Paving assessments will recover approximately \$955,826.03 and the developer will reimburse the City \$130,089.00 for its share of water line improvements leaving a total of \$1,722,106.97 to the City.

Attachments:

1. Resolution
2. Exhibit A ROW & Easement Dedication Instruments (available in City Secretary's office)
3. Exhibit B (project map)
4. Exhibit C (engineer's estimate)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING NECESSITY FOR AND ORDERING IMPROVEMENT OF A PORTION OF HOLLEMAN DRIVE ROADWAY AND RELATED IMPROVEMENTS; PROVIDING FOR PAYMENT OF COST OF SAME PARTLY BY ASSESSMENT OF ABUTTING PROPERTY AND OWNERS THEREOF; ACCEPTING THE CITY ENGINEER'S REPORT OF THE COST ESTIMATE OF SAME; ESTABLISHING THE AMOUNTS PER FRONT FOOT PROPOSED TO BE ASSESSED FOR SUCH IMPROVEMENTS; SETTING A TIME AND DATE FOR A PUBLIC HEARING; DIRECTING THE CITY SECRETARY TO GIVE NOTICE OF SAID HEARING; DIRECTING THE CITY SECRETARY TO FILE NOTICE OF THE IMPROVEMENT WITH THE COUNTY CLERK; AND PROVIDING OTHER PROVISIONS RELATED TO THE SUBJECT.

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

- PART 1: That the City of College Station herein approves and accepts the offer of right of way and easement instruments offered by Capstone-CS, LLC as set forth in the conveyance instruments attached as Exhibit "A" attached hereto and made a part hereof.
- PART 2: That it is hereby determined necessary that a portion of Holleman Drive be improved as described in Exhibit "B" attached hereto and made a part hereof and that the same is hereby ordered to be improved.
- PART 3: That the nature of and the estimate of the cost of the proposed improvements to said portion of Holleman Drive as described in this resolution are as set forth in Exhibit "C" attached hereto and made a part hereof, (collectively, the "Improvements"), and the same are hereby approved and accepted.
- PART 4: That it is hereby determined to have a part of the cost of the Improvements paid through assessment upon the property abutting the part of such roadway to be improved and the owner of the property utilizing the "Front Foot Rule" as set forth in Chapter 313 Texas Transportation Code.
- PART 5: That the current estimated per front foot amount proposed to be assessed for the Improvements shall be as shown in Exhibit "C." The final per front foot amount will be calculated based upon the final bid received and accepted by the City for construction of the Improvements.

PART 6: That the Public Works Department of the City of College Station has prepared plans and specifications for the Improvements, and same are hereby approved, adopted and placed on file in the office of the Director of Public Works.

PART 7: That the proposed terms of payment and default of the assessment for the cost of the Improvements shall be as follows:

- a) Not more than all the cost of constructing, reconstructing, repairing and realigning curbs, gutters, sidewalks, and nine-tenths (9/10ths) of the remaining costs of the Improvements that are subject to being assessed, as shown by the Estimate in Exhibit "C", shall be assessed against abutting property and the owners thereof.
- b) The City of College Station shall pay all remaining costs of the Improvements as set forth in Exhibit "C".
- c) The cost of any of the Improvements that is assessed against abutting property and the owner or owners of the property shall be apportioned among the parcels of abutting property and the owners of the property in accordance with the Front Foot Rule. Interest shall accrue at the rate of five percent (5%) a year upon completion of the Improvements. The assessments shall mature and become due and payable in full, including any accrued interest, within thirty (30) days of (i) a sale of all or any portion of the abutting property subject to an assessment levied hereby (provided, that the calculation of the amount of any assessment due in such an event shall be made in accordance with Part 8 hereof), or (ii) upon passage of five (5) years after the Improvements have been completed, whichever occurs first and as further set forth herein. In the event only some of the abutting property is sold before the expiration of five years as set forth above, then only that portion of assessment shall mature as set forth herein and pursuant to the front foot rule. When all or a portion of the assessment matures and becomes due and payable as set forth herein interest shall accrue at the rate not to exceed the greater of: eight percent (8%) a year or the rate payable by the municipality on its most recently issued general obligation bonds, determined as of date of the notice provided by the Texas Transportation Code. Any payments made before the due date shall be accepted, and may be made in whole or in part at anytime and used to offset the total amount due including accrued interest.

PART 8: In the event some or all of the property assessed is sold within the first five (5) years after the Improvements have been completed, payment due shall be proportionate to the amount of linear footage sold along Holleman Drive to the total amount of linear footage assessed; and shall include the accrued interest thereon. Following such sale and upon full payment of the proportionate assessed amount due pursuant to the provisions of this Resolution and pursuant to the Front Foot Rule, seller shall be entitled to

receive a release for that portion of assessed property sold. Such release shall be in written and recordable form from the City of College Station.

PART 9: That the City Secretary is hereby instructed to file notice of lien assessment with the County Clerk.

PART 10: That the City Secretary of the City of College Station be, and is hereby directed to publish a Notice of Public Hearing, to be held in the Council Chamber of the City Hall, College Station, Texas, on the **twenty fifth** day of **February, 2010** at **seven o'clock P.M.**

PART 11: That the City Secretary is hereby instructed to file notice of public hearing on the proposed assessment. That the notice of the hearing shall be published at least three times in a newspaper published in the municipality in which the assessment tax is to be imposed. That the first publication of the notice shall be made not later than the twenty-first day before the date of the hearing.

PART 12: That in addition to the published notice described above, written notice of the hearing shall be given by mail, postage prepaid, deposited at least fourteen days before the date of the hearing, and addressed to the owners of the properties abutting the part of the street to be improved, as the names and addresses of the owners are shown on the rendered tax roll of the municipality, by the Director of the Public Works Department or his designee. If the names of the respective owners do not appear on the rendered tax roll, the notice shall be addressed to the owners as their names and addresses are shown on the unrendered tax roll of the municipality.

PART 13: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14th day of January, A.D. 2010.

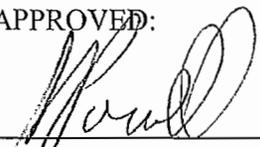
ATTEST:

APPROVED:

City Secretary

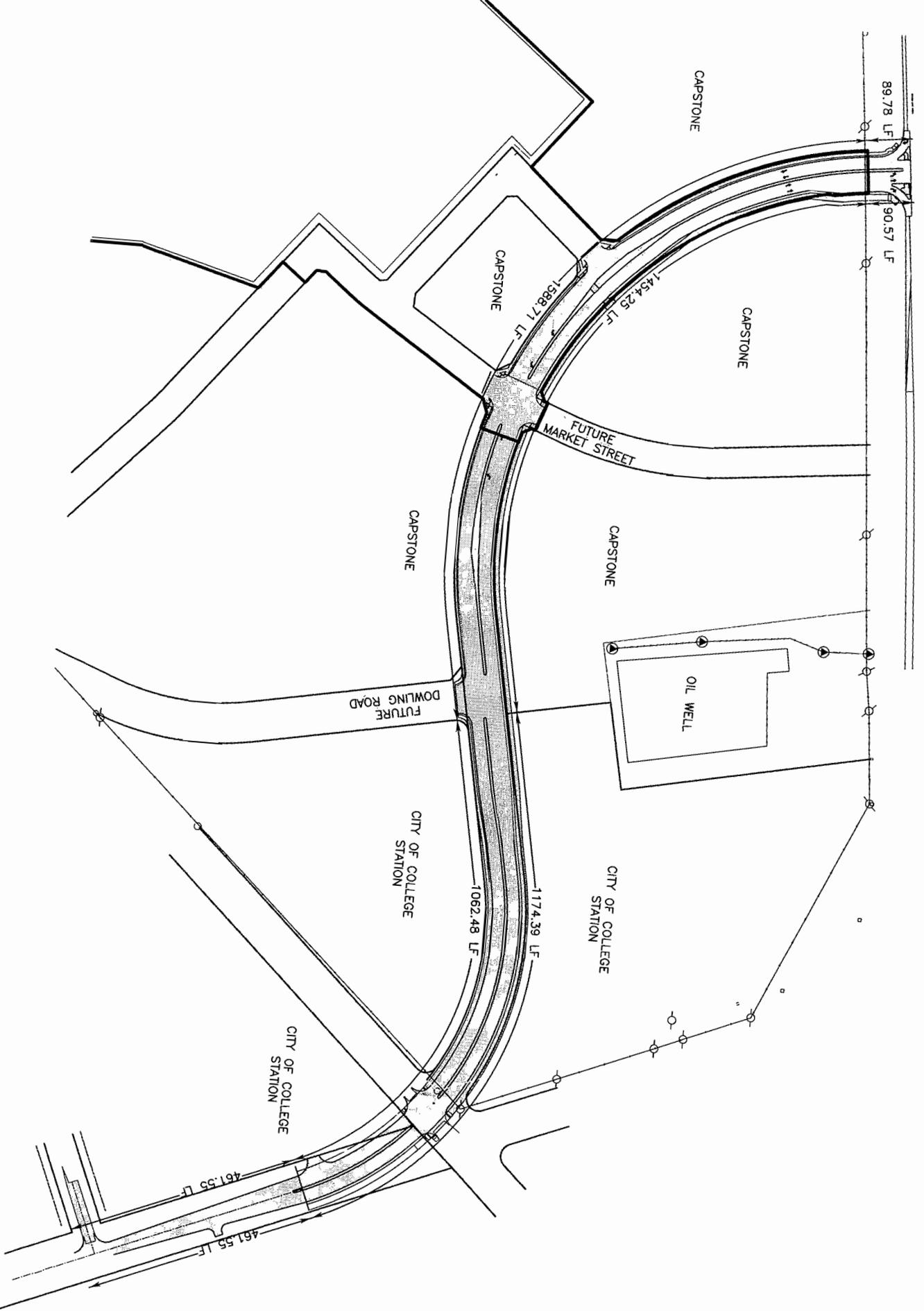
Mayor

APPROVED:



City Attorney

FM2818



Holleman Extension Resolution
EXHIBIT C
ENGINEER'S ESTIMATE AND PER FRONT FOOT CALCULATIONS

Item #	Description	Unit	Unit Price	Quantity	Total	% assd	amt. assd.
Site Preparation							
1	Mobilization	L.S.	\$ 100,000.00	1	\$ 100,000.00	90%	\$ 90,000.00
2	Demolition	L.S.	\$ 44,000.00	1	\$ 44,000.00	90%	\$ 39,600.00
3	Dewatering Existing Pond	L.S.	\$ 7,500.00	1	\$ 7,500.00	90%	\$ 6,750.00
4	Construction Staking	L.S.	\$ 13,000.00	1	\$ 13,000.00	90%	\$ 11,700.00
5	Replace Fence for Dowling Road Pump Station	L.S.	\$ 5,000.00	1	\$ 5,000.00	0%	\$ -
6	Clearing and Grubbing	Ac.	\$ 1,500.00	8.7	\$ 13,050.00	90%	\$ 11,745.00
			Site Preparation Subtotal		\$ 182,550.00		\$ 159,795.00
Paving Construction							
7	Earthwork for Street Construction (+/- 3,750 CY) (includes removal/stockpiling topsoil)	C.Y.	\$ 42,800.00	1	\$ 42,800.00	90%	\$ 38,520.00
8	Embankment within existing pond area (+/- 2,804 CY) (in accordance with Geotech Report) (from on-site source as determined by owner)	C.Y.	\$ 22,500.00	1	\$ 22,500.00	90%	\$ 20,250.00
9	8" Lime Stabilized Subgrade	S.Y.	\$ 5.00	25808	\$ 129,040.00	90%	\$ 116,136.00
10	6" Crushed Limestone Base	S.Y.	\$ 9.00	328	\$ 2,952.00	90%	\$ 2,656.80
11	8" Crushed Limestone Base	S.Y.	\$ 10.00	110	\$ 1,100.00	90%	\$ 990.00
12	2" HMAC Surface Course (including prime coat)	S.Y.	\$ 10.00	653	\$ 6,530.00	90%	\$ 5,877.00
13	8" Reinforced Concrete Pavement (4,000 psi)	S.Y.	\$ 52.00	24432	\$ 1,270,464.00	90%	\$ 1,143,417.60
14	Ditch Liner	L.F.	\$ 4.00	730	\$ 2,920.00	90%	\$ 2,628.00
15	Sidewalk (4" Reinf. Concrete)	S.F.	\$ 4.00	14363	\$ 57,452.00	90%	\$ 51,706.80
16	Demo Exist. Concrete Island	S.F.	\$ 10.00	75	\$ 750.00	90%	\$ 675.00
17	Hike/Bike Trail (4" Reinf. Concrete)	S.F.	\$ 4.00	27177	\$ 108,708.00	0%	\$ -
18	ADA Accessible Sidewalk Ramps	EACH	\$ 615.00	25	\$ 15,375.00	90%	\$ 13,837.50
19	Median Nose	EACH	\$ 800.00	10	\$ 8,000.00	90%	\$ 7,200.00
20	Brick Pavers - Median.	S.F.	\$ 5.00	2125	\$ 10,625.00	90%	\$ 9,562.50
21	Traffic Control	L.S.	\$ 9,444.00	1	\$ 9,444.00	90%	\$ 8,499.60
22	Landscaping/Screening	L.S.	\$ 27,500.00	1	\$ 27,500.00	0%	\$ -
23	Solid Sod (St. Augustine)	S.F.	\$ 2.00	17284	\$ 34,568.00	0%	\$ -
24	Street Lighting and Conduit	L.S.	\$ 62,773.00	1	\$ 62,773.00	0%	\$ -
25	Electrical Primary Conduit	L.S.	\$ 198,044.00	1	\$ 198,044.00	0%	\$ -
26	Installation of Traffic Signals, Mast Arm and Pedestrian Signals & Poles per plans and special conditions	L.S.	\$ 13,500.00	1	\$ 13,500.00	0%	\$ -
27	Striping and Signing	L.S.	\$ 24,000.00	1	\$ 24,000.00	90%	\$ 21,600.00
			Paving Subtotal		\$ 2,049,045.00		\$ 1,443,556.80
Drainage System Construction							
28	18" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	L.F.	\$ 52.00	346	\$ 17,992.00	90%	\$ 16,192.80
29	21" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	L.F.	\$ 53.00	299	\$ 15,847.00	90%	\$ 14,262.30
30	24" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	L.F.	\$ 53.00	218	\$ 11,554.00	90%	\$ 10,398.60
31	30" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	L.F.	\$ 85.00	985	\$ 83,725.00	90%	\$ 75,352.50
32	12" HDPE Pipe, (ADS, N-12 or approved equal w/water-tight joints)	L.F.	\$ 45.00	56	\$ 2,520.00	90%	\$ 2,268.00
33	7'x5' PreCast Reinf. Box Culvert (ASTM C1433)	L.F.	\$ 400.00	174	\$ 69,600.00	90%	\$ 62,640.00
34	7'x5' Headwall w/4:1 Sloped Wingwalls	EACH	\$ 10,000.00	2	\$ 20,000.00	90%	\$ 18,000.00

Holleman Extension Resolution
 EXHIBIT C
 ENGINEER'S ESTIMATE AND PER FRONT FOOT CALCULATIONS

74	2" Blow Off Valve Assembly	EACH	\$	950.00	1	\$	950.00	0%	\$	-	
				Water System Subtotal		\$	130,089.00		\$	-	
Erosion Control Construction											
75	Erosion Control Plan & Sedimentation Control (per Item 106) (includes silt fencing, construction exits, straw bale barriers, inlet protection, grass seeding, and any other sedimentation control devices)	L.S.	\$	15,000.00	2	\$	30,000.00	90%	\$	27,000.00	
				Erosion Control Subtotal		\$	30,000.00		\$	27,000.00	
Total Construction Cost							\$	2,808,022.00	ASSESSABLE COSTS		
									\$ <u><u>2,005,056.00</u></u>		

The above construction estimate is based on the engineer's preliminary opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase in cost.

TOTAL FRONTAGE	6383.28	ASSESSABLE COSTS	\$2,005,056.00	\$/FOOT	\$314.11
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OWNER	FRONTAGE	ASSESSMENT	WATER LINE	REMAINING COSTS	TOTAL
CAPSTONE	3042.96	955,826.03	130,089.00	-	1,085,915.03
COLLEGE STATION	3340.32	1,049,229.97		672,877.00	1,722,106.97
TOTAL	6383.28	2,005,056.00	130,089.00	672,877.00	2,808,022.00

*The following items and the water system items are not included in the assessment calculation.

- 5 Replace Fence for Dowling Road Pump Station
- 17 Hike/Bike Trail (4" Reinf. Concrete)
- 22 Landscaping/Screening
- 23 Solid Sod (St. Augustine)
- 24 Street Lighting and Conduit
- 25 Electrical Primary Conduit
- 26 Installation of Traffic Signals, Mast Arm and Pedestrian Signals & Poles per plans and special conditions

January 14, 2010
Regular Agenda Item No. 2
Campus Village Rezoning
1711 Harvey Mitchell Parkway South

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from C-1 General Commercial, R-4 Multi-Family, and A-O Agricultural Open to PDD Planned Development District for 42.56 acres located at 1711 Harvey Mitchell Parkway South.

Recommendation(s): The Planning & Zoning Commission considered this item at their regular meeting on December 17, 2009 and unanimously recommended approval with the conditions presented by Staff. Staff recommended approval with the condition that the development have a minimum density of 15 dwelling units per acre or 40 bedrooms per acre, whichever is less, and that the non-residential buildings and areas in the commercial and mixed use portions meet the Non-Residential Architecture Standards contained in Section 7.9 of the Unified Development Ordinance for building plots with uses in excess of 50,000 gross square feet in area.

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

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan designates the subject property as Urban, Commercial, and Natural Areas Reserved and part of Growth Area VI. This Urban Growth Area is described as an area "for intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed-use." The proposed development includes commercial uses at the corner of Southwest Parkway and Wellborn Road with the potential of multi-family units above the ground floor to create vertical mixed use, multi-family uses on the center portion of the property, and commercial uses at the south driveway along Harvey Mitchell Parkway. The FEMA 100-year floodplain is being retained as Natural Area Reserved and the location for the multi-use path shown on the Bike and Pedestrian Master Plan is being accommodated and may be constructed in lieu of Neighborhood Park Development fees as discussed later.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property at the rear and many in the general area are zoned and developed as multi-family. The property to the north across Southwest Parkway is zoned and developed for commercial uses.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD zoning provides for a mix of uses on the subject property. This mix

allows the proposed and surrounding multi-family uses to utilize the smaller scale commercial areas that are being retained while allowing them to become more integrated than what would likely occur if developed independently. The proposed development also retains the floodplain as open space and proposes to construct the multi-use path along the Bee Creek tributary through the development to allow better pedestrian and bicycle connectivity.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is located at the intersection of two major arterials (Harvey Mitchell Parkway and Wellborn Road) and also has frontage on a minor arterial (Southwest Parkway). This type of frontage is typically well suited for commercial uses. Access to the property is somewhat limited due to constraints associated with the grade separation of Harvey Mitchell Parkway and Wellborn Road currently under construction. Though it is also over 40 acres in size, the subject property is relatively narrow in depth for large scale commercial uses and slopes to the rear, thus reducing its visibility from the adjacent roadways.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** C-1 General Commercial zoned property is generally considered marketable in College Station. The property was zoned C-1 General Commercial in 1975 and has remained undeveloped.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 12-inch water mains along the property's northern, eastern, and western borders, which will be looped and extended with site development. The subject property is also supported by a series of 10-inch, 18-inch, and 24-inch sanitary sewer mains. Drainage is mainly to the north within the Tributary "B" portion of the Bee Creek Drainage Basin. The site is partially encumbered by the FEMA 100-year floodplain along its northern property line.

The development proposes to take access with one driveway to Southwest Parkway, one to Wellborn Road, and two to Harvey Mitchell Parkway. These driveway points will help distribute traffic and provide alternate routes to destinations. While the traffic impact analysis (TIA) states the proposed development will result in approximately 823 weekday AM peak hour trips and 1,153 weekday PM peak hour trips, adequate levels of service will be maintained on the adjacent public roadways. In addition, the number of trips resulting from the proposed development is less than what would occur if the existing C-1 General Commercial zoning remained and solely commercial uses were developed.

REVIEW OF CONCEPT PLAN

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"The purpose of the development is to provide an urban pedestrian and bike friendly development containing multi-family housing, retail, and related uses in close proximity to Texas A&M University. The intent of the overall development is to provide for housing with the retail, restaurant, and related commercial uses being integrated in the overall development that will support not only the development, but nearby residential as well as pass by traffic."

In accordance with this purpose statement, the Concept Plan proposes three different use areas. Commercial uses are proposed at the corner of Southwest Parkway and Wellborn Road with the potential of multi-family units above that would create vertical mixed use. This area will allow for the uses permitted in the P-MUD Planned Mixed Use District with addition of Health Care, Medical Clinic and Drive-in / thru window uses and will follow the dimensional standards and requirements of the C-1 General Commercial district as provided in the UDO. The center portion is a multi-family area that will adhere to the uses and standards of the R-6 High Density Multi-family district, while the commercial area to the south along Harvey Mitchell Parkway will follow the uses and standards of the C-1 General Commercial district. The 100-year floodplain is retained as Natural Areas Reserved and the Concept Plan accommodates the relocation of the existing hike and bike trail easement so the multi-use path may be constructed.

The applicant proposes some specific aspects to help create a pedestrian, urban-like environment. A maximum height of five-stories, or roughly 65 feet, is proposed with a minimum height of two-stories for the primary buildings in the mixed use and multi-family areas. Accessory structures, ADA accessible dwelling units, and commercial only buildings may be one-story. A maximum setback of 100 feet is proposed in mixed use area.

The applicant proposes the areas developed with residential uses will have a minimum density of 15 dwelling units per acre or 30 bedrooms per acre, whichever is less. The Natural Area Reserved / Open Space and multi-use path areas may be deducted from the total area calculated for density. While a minimum density will help create the urban character that is envisioned for this area, the density figures proposed by the applicant are not sufficient to meet this purpose. While Staff recommended the minimum 15 dwelling units per acre, an informal survey of recent multi-family developments in College Station has shown that almost all exceed the 30 bedrooms per acre threshold. Staff recommends a minimum density of 15 dwelling units per acre or 40 bedrooms per acre, whichever is less.

Other provisions include that Parking Areas and Access will have pedestrian connections to the multi-use path and that solid fencing is not permitted adjacent to the public right-of-way or to the multi-use path. Only parallel parking will be allowed along the main central drive which will not be gated. Upon development, the existing traffic circles will be modified to meet fire apparatus road standards and turning radii.

If structured parking is provided in the mixed use or multi-family areas, it will be screened from the right-of-way by another building or be designed to be compatible in material and design to the primary buildings which are adjacent to it. Though discussed with the applicant, an architectural style has not been formally proposed. Staff recommends that the non-residential buildings and areas in the commercial and mixed use portions meet the Non-Residential Architecture Standards contained in Section 7.9 of the Unified Development Ordinance for building plots with uses in excess of 50,000 gross square feet in area.

At the time of site plan and plat, the project will need to meet all applicable standards required by the Unified Development Ordinance. Staff is currently undertaking an effort to create new zoning districts to implement the different character areas envisioned by the Comprehensive Plan. In the absence of a defined urban zoning district, the applicant and Staff have negotiated through various standards to seek to attain an urban-style appropriate for this portion of the City, while seeking to retain flexibility for both parties. Through the PDD, the additional standards already described above are intended to achieve this objective along with the applicant's request for the following meritorious modifications:

- **Section 3.17 "Administrative Adjustment" of the Unified Development Ordinance**

The applicant is requesting that the Administrator be granted additional authority and flexibility to grant adjustments. Instead of being limited to up to 10% adjustments on only setbacks and parking standards, the Administrator may grant such adjustments to any design standard such as landscaping. This will allow the Administrator to exercise additional discretion in the development of the mixed use and urban areas as necessary.

- **Section 5.2 "Residential Dimensional Standards" and 5.4 "Non-Residential Dimensional Standards" of the Unified Development Ordinance**

The applicant is requesting that the minimum building setbacks for internal property lines shall be 5 feet. An internal property line is defined as a property line not bounded by a public right-of-way. The effect is to reduce the side and rear setbacks internal to the development to facilitate more dense and urban-like development.

- **Section 7.2.E "Interior Islands" of the Unified Development Ordinance**

The applicant is requesting that landscape areas between abutting head-in parking are allowed to be counted toward the interior landscape island requirements. To qualify the middle island area will need to be at least 8 feet in width. This will allow greater flexibility in the placement of islands and create a more natural appearance than if limited only to the interior or end of parking rows.

- **Section 7.4.N "Freestanding Commercial Signs" of the Unified Development Ordinance**

The subject property is part of a building plot over 85 acres in area, which includes The Woodlands of College Station development at rear of the site. Existing sign regulations would limit this building plot to two freestanding signs. The applicant is requesting two additional freestanding signs be permitted within the building plot to allow The Woodlands of College Station, which does not have frontage to a public street, signage on Harvey Mitchell Parkway and Southwest Parkway. The proposed signs would be limited 10 feet in height and 100 square feet in area each.

- **Section 7.6.F "Buffer Standards" of the Unified Development Ordinance**

The applicant is requesting that no buffer be required between the proposed commercial and mixed use areas and the existing and proposed multi-family uses. The existing multi-family uses in the area are already buffered from the proposed commercial uses by floodplain and open space while the proposed multi-family uses are being integrated with the proposed commercial uses.

- **Section 8.2.A.9.b "Utility Easements" of the Unified Development Ordinance**

The applicant is requesting that public utility easements not be required on internal lot lines if the property is replatted. Easements will be required to serve infrastructure to each lot. The UDO requires easements on the rear of all lots when platting. Due to the likely configuration of the future lots, this requirement would otherwise require easements in floodplain or areas with existing vegetation.

- **Section 8.2.A.10 "Blocks" of the Unified Development Ordinance**

The applicant is requesting that the property will not be subject to block length requirements if the property is replatted. When the property was originally platted in 2006, the Commission granted block length variances. In addition, the existing Christine Lane right-of-way was abandoned. The property ranges between 400 and 600 feet in depth with floodplain and developed property at the rear and access that is constrained by the Harvey Mitchell Parkway / Wellborn Road grade separation. In lieu of

block length (the construction of public streets), the applicant has proposed to construct the central drive with a minimum 24-foot paving width, 5-foot sidewalks on both sides, allow parallel parking and meet driveway spacing standards for a minor collector and geometry, including centerline radii, for fire apparatus access roads.

- **Section 8.2.A.13 "Sidewalks" of the Unified Development Ordinance**

The applicant is requesting that when the property is developed, sidewalks will not be required along Harvey Mitchell Parkway. With the Harvey Mitchell Parkway / Wellborn Road grade separation, no pedestrian or bicycle facilities will be provided at grade across the railroad or on the overpass over it. Pedestrian and bicycle modes will be accommodated away from Harvey Mitchell Parkway on the multi-use path and central drive that is to be constructed with a sidewalk on each side. Sidewalks will be provided on Wellborn Road and Southwest Parkway.

- **Section 8.7 "Requirements for Parkland Dedication" of the Unified Development Ordinance**

The applicant is requesting that in lieu of the Neighborhood Park Development Fee (\$622 per dwelling unit), the developer may design and construct the multi-use path and receive dollar-for-dollar credit against the neighborhood park development fee. The Parks and Recreation Advisory Board and Greenways Program Manager have recommended approval of this modification. Fees in lieu of Neighborhood Park land acquisition and Community Park land acquisition and development, equaling \$1,024 per multi-family unit, will still be required. The multi-use path will be designed with Phase 1 of the development and will be constructed and dedicated to the City prior to Certificates of Occupancy of Phase 2. The design is to meet City specifications for a public multi-use path and include exercise stations. The developer may opt out of the path construction but will be required to pay the fee in lieu of Neighborhood Park development for all units.

The following meritorious modifications apply to the mixed use area only if it is developed as vertical mixed use. The modifications of these standards are intended to be in keeping with the intent of an urban, vertical mixed use environment and be incentives for its development. To qualify as vertical mixed use at least 20% of the gross floor area must consist of residential uses above the ground floor.

- **Section 7.2.C.7 Subsection of "Dimensions and Access" of the Unified Development Ordinance**

The applicant is requesting a reduction in the "double island" requirement for parking located within 15 feet of a right-of-way. Instead of a double island (18' x 20') required for every seven parking spaces, a "single" nine-foot island will be required for every 15 parking spaces.

- **Section 7.4 "Signs" of the Unified Development Ordinance**

The applicant is requesting that the area developed as vertical mixed use be permitted to utilize Hanging Signs and Projection Signs as allowed in the Northgate districts as described in Section 5.6.B.12.c.3 and 4.

- **Section 7.4 "Signs" of the Unified Development Ordinance**

The applicant is requesting that banners be permitted on light poles internal to the site and allow a community flag for the residential development.

- **Section 7.9.E.3 “Landscaping” of the Unified Development Ordinance**

The applicant is requesting that the vertical mixed use area not be subject to the double landscaping points required for a building plot in excess of 50,000 square feet. While double landscaping points would be required if only commercial were developed, the more intense vertical mixed use would meet the standard landscaping requirements.

The applicant has also requested that if approved, the ordinance “will not become effective unless a deed executed by Brazos County Markets, LLC is recorded in the Official Records of Brazos County, Texas on or before the 15th day June, 2010.” This allows the developer the opportunity to finalize financing while allowing the owner to retain the C-1 General Commercial zoning if the property is not closed on by that date.

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 Concept Plan proposes a mix of multi-family and commercial uses. As designated on the Comprehensive Plan, the subject property is proposed as Urban, Commercial, and Natural Areas Reserved. A mixed-use environment potentially allows better opportunities for residents to shop, dine and work where they live, thus reducing traffic on nearby streets and encouraging a more walkable environment.
- 2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan is in general conformity with the policies, goals and objectives of the Comprehensive Plan. The Future Land Use and Character Map designates this area for Urban and Commercial uses, which is what is currently proposed.
- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development includes the potential for a vertical mixed-use structure on the corner of Southwest Parkway and Wellborn Road with separate multi-family and commercial uses on the remainder of the property. Properties in the area are developed as similar commercial or multi-family uses and other vacant properties are anticipated to be developed in a similar fashion.
- 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:** The proposed development has frontage to three major roadways: Harvey Mitchell Parkway, Wellborn Road, and Southwest Parkway. The multi-family units and commercial uses will access these roadways through a network of private drive aisles as depicted on the Concept Plan.
- 5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development proposes to construct the multi-use path located within and adjacent to the floodplain on the subject property. This will help facilitate bike and pedestrian movements away from the vehicular modes on Harvey Mitchell Parkway and Wellborn Road.
- 6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The subject property and surrounding area is designated for Urban and Commercial uses. The proposed development will be complimentary to the vicinity.

- 7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** The TIA demonstrates that the proposed development will not adversely impact the surrounding uses and streets with an undue traffic burden as the most significant traffic impacts will be retained within the proposed development. Though additional trips will be generated, the proposed development provides alternate vehicular, bicycle and pedestrian circulation routes as well as additional commercial opportunities that are not currently available in the area.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Concept Plan
4. Draft Planning & Zoning Commission Minutes –December 17, 2009
5. Ordinance

BACKGROUND INFORMATION:

NOTIFICATIONS

Advertised Commission Hearing Date: December 17, 2009

Advertised Council Hearing Dates: January 14, 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:

None

Property owner notices mailed: Nine

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Commercial (across Southwest Parkway, a minor arterial)	C-1 General Commercial	Commercial Shopping Center
South	Urban (across Harvey Mitchell Parkway, a major arterial)	C-1 General Commercial and R-1 Single-Family Residential	Vacant
East	Urban and Natural Area Reserved	R-4 Multi-Family; A-O Agricultural Open; C-1 General Commercial	Multi-family Development; Undeveloped City Park; Vacant Commercial Lot
West	Urban and Natural Area Reserved (across Wellborn Road, a major arterial and the Union Pacific Railroad)	R-1 Single-Family Residential	Vacant

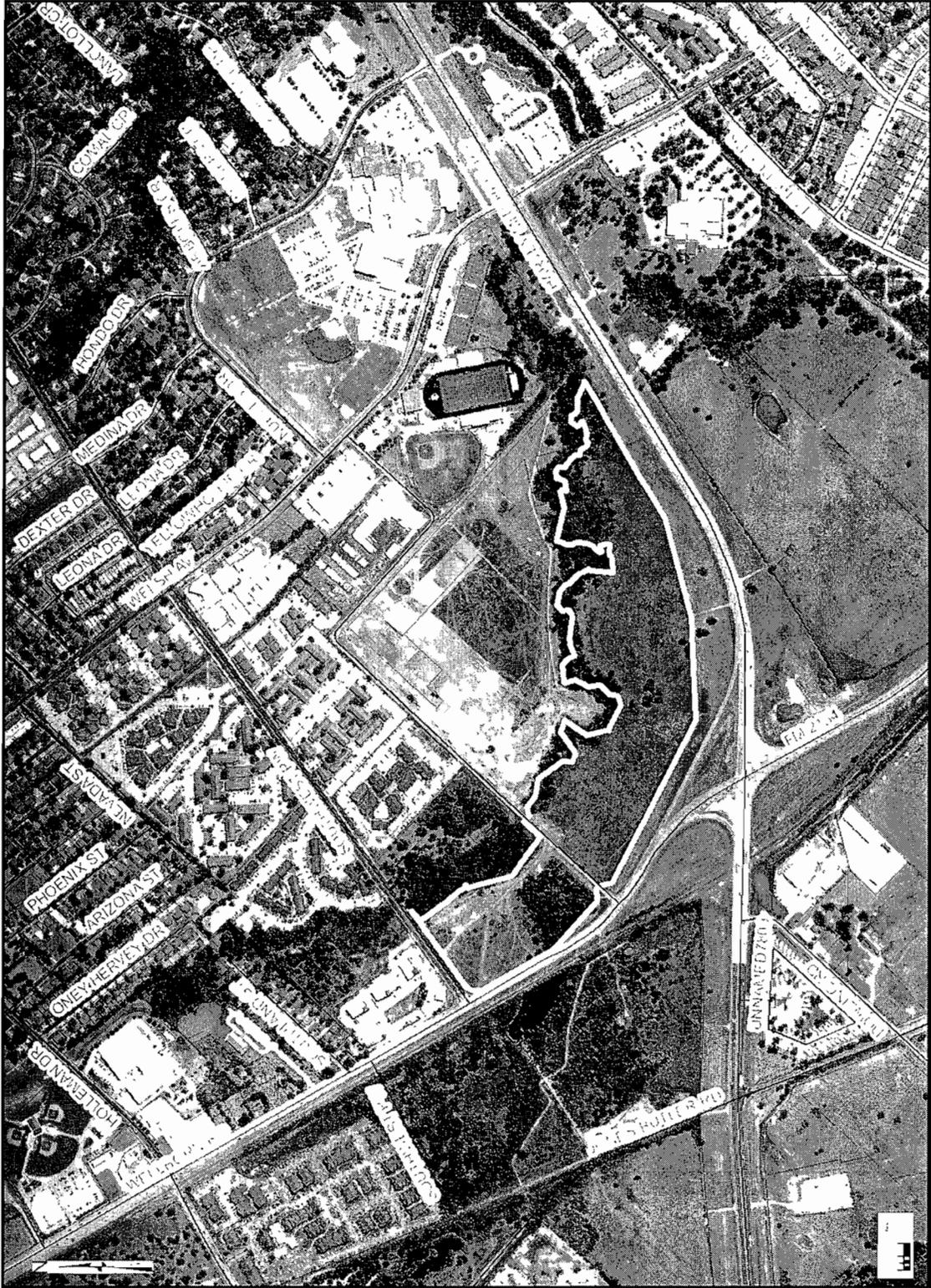
DEVELOPMENT HISTORY

Annexation: 1969

Zoning: C-1 General Commercial (1975)

Final Plat: A portion of the subject property near Southwest Parkway was platted in 1982 with the remainder platted in 2006.

Site development: A portion of the property has been developed as driveway access for the existing The Woodlands of College Station development located behind the subject property.



DEVELOPMENT REVIEW

CAMPUS VILLAGE

Case: 09-226

REZONING





Zoning Districts

A-0	Agricultural Open	R-3	Townhouse	C-3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-OR	Rural Residential Subdivision	R-4	Multi-Family	M-1	Light Industrial	Ng-1	Core Northgate
R-1	Single Family Residential	R-6	High Density Multi-Family	M-2	Heavy Industrial	Ng-2	Transitional Northgate
R-1B	Single Family Residential	R-7	Manufactured Home Park	C-U	Colleges and University	Ng-3	Residential Northgate
R-2	Duplex Residential	A-P	Administrative/Professional	R&D	Research and Development	OV	Corridor Overlay
		C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C-2	Commercial-Industrial	PDD	Planned Development District	KO	Krenak Tap Overlay

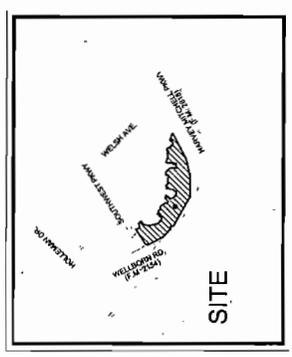


DEVELOPMENT REVIEW

CAMPUS VILLAGE

Case: **09-226**

REZONING

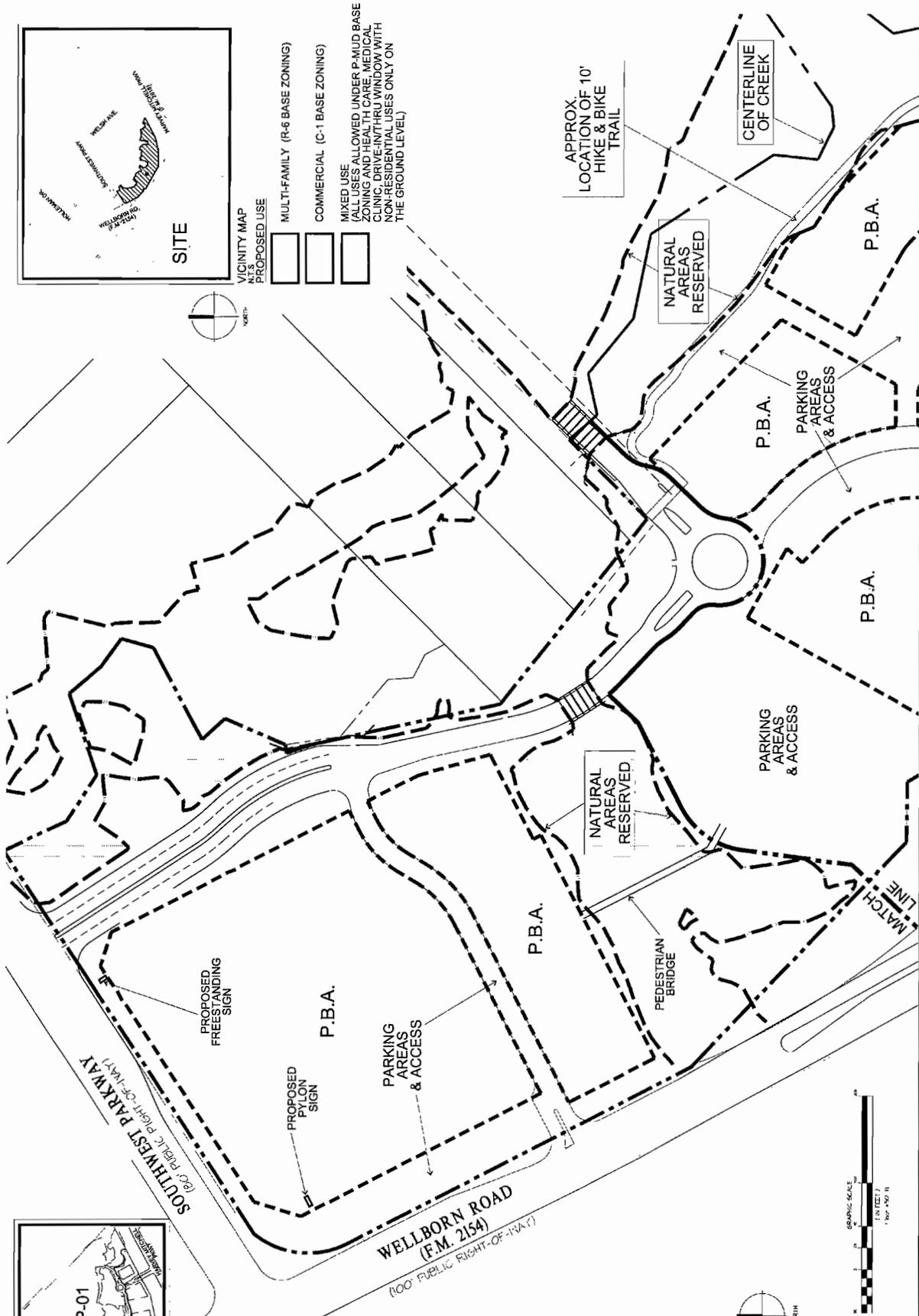


KEY MAP
N.E.S.



VICINITY MAP
N.E.S.

- PROPOSED USE
- MULTI-FAMILY (R-6 BASE ZONING)
 - COMMERCIAL (C-1 BASE ZONING)
 - MIXED USE (ALL USES ALLOWED UNDER P-MUD BASE ZONING AND HEALTH CARE, MEDICAL CLINIC, DRIVE-IN/THRU WINDOW WITH NON-RESIDENTIAL USES ONLY ON THE GROUND LEVEL)



OWNER
THE COVETAL COMPANIES
1580 TIMOTHY ROAD, SUITE 201
ATHENS, GEORGIA 30606
CONTACT: DANA J. JONES
TEL. NO. (706) 357-9100
FAX NO. (706) 357-9101

APPLICANT/DEVELOPER
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4820 N. GRAND RIVER AVENUE
DALLAS, TEXAS 75241
CONTACT: KEVIN MCGRAW
TEL. NO. (517) 703-2132
FAX NO. (517) 703-2132

CIVIL ENGINEER
WILEY HORN AND ASSOCIATES, INC.
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DALLAS, TEXAS 75251
CONTACT: KEVIN GASKEY, P.E.
TEL. NO. (972) 788-3030
FAX NO. (972) 788-4828

ARCHITECT
O'BRIEN AND ASSOCIATES, INC.
5310 HARVEST HILL ROAD, SUITE 136
DALLAS, TEXAS 75251
CONTACT: TEAGUS O'BRIEN
TEL. NO. (972) 788-3010
FAX NO. (972) 788-4828

**CONCEPTUAL PDD
SITE PLAN
CAMPUS VILLAGE**

LOTS 2R & 3R
OF THE WOODLANDS
OF COLLEGE STATION
SUBDIVISION
NORTHEAST CORNER OF
HARVEY MITCHELL PARKWAY &
WELLBORN ROAD
CITY OF COLLEGE STATION, TEXAS
APPROXIMATELY 42.56 ACRES



501 University Blvd
College Station, TX 77840
937.683.0000
www.campusvillage.com

C-PDD-SP-01
SCALE: 1"=50'-0" • JOB# 20003 • SUBMITTAL DATE 12/08/09
APPROVED BY: _____ DATE: _____

THIS PLAN IS PREPARED BY THE ARCHITECT FOR THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM.

O R I E N T A T I O N



C-PDD-SP-02

SCALE: 1"=50'-0" • JOB# 200593 • SUBMITTAL DATE 12/09/09
APPROVED BY _____ DATE _____

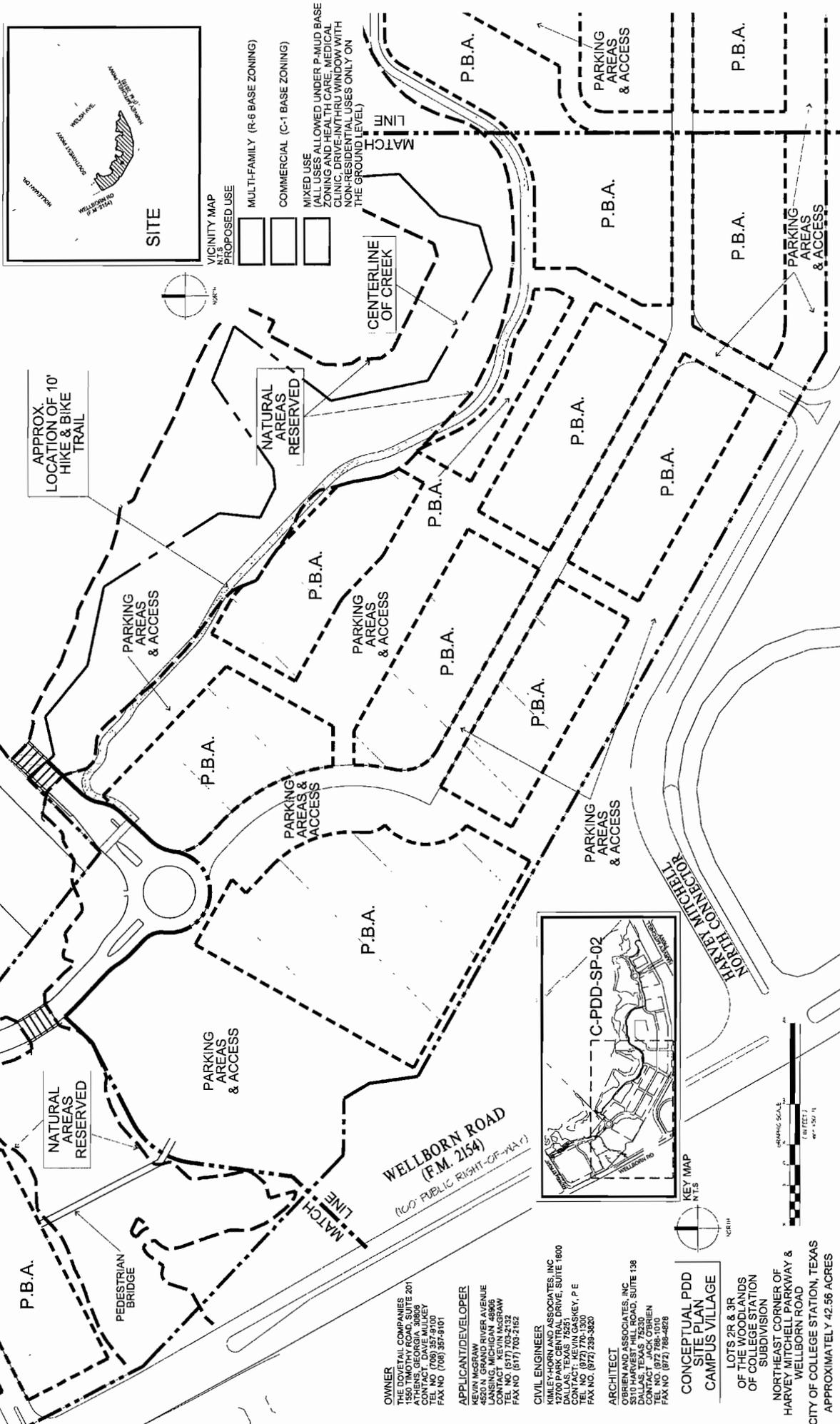
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C O M M U N I T I E S

Campus Village Communities



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Tel: 512.453.1100
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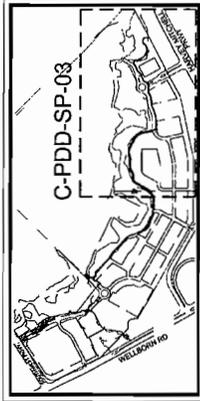
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**CONCEPTUAL PDD
SITE PLAN
CAMPUS VILLAGE**

LOTS 9R & 3P
OF THE WOODLANDS
OF COLLEGE STATION
SUBDIVISION
NORTHEAST CORNER OF
HARVEY MITCHELL PARKWAY &
WELLBORN ROAD
CITY OF COLLEGE STATION, TEXAS
APPROXIMATELY 42.56 ACRES

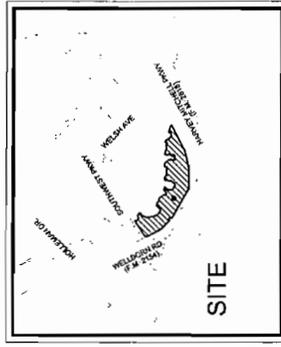


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KEY MAP
 N.T.S.

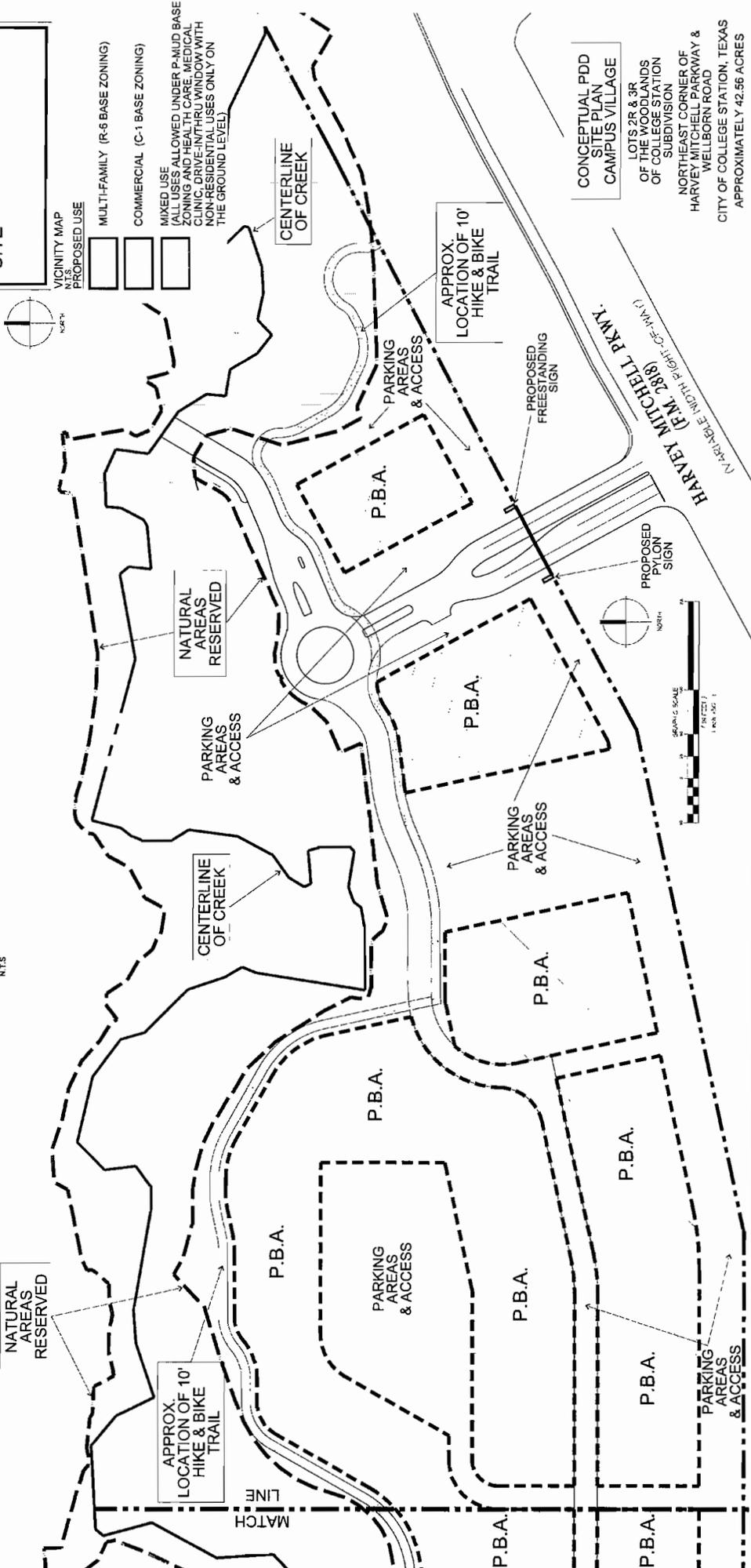


VICINITY MAP
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PROPOSED USE

- MULTI-FAMILY (R-6 BASE ZONING)
- COMMERCIAL (C-1 BASE ZONING)
- MIXED USE

(ALL USES ALLOWED UNDER P-MUD BASE ZONING AND HEALTH CARE, MEDICAL CLINIC, DRIVE-IN/THRU WINDOW WITH THE FOLLOWING LIMITATIONS: RESIDENTIAL USES ONLY ON THE GROUND LEVEL)



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LOTS 2R & 3R
 OF THE WOODLANDS
 OF COLLEGE STATION
 SUBDIVISION

NORTHEAST CORNER OF
 HARVEY MITCHELL PARKWAY &
 WELBORN ROAD
 CITY OF COLLEGE STATION, TEXAS
 APPROXIMATELY 42.56 ACRES



818 Avenue B
 Suite 100
 College Station, TX 77840
 936.333.1111

C-PDD-SP-03

SCALE: 1"=500' • JOB#: 29093 • SUBMITTAL DATE: 12/08/09
 APPROVED BY: _____ DATE: _____

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Kevin Gaskey
 State of Texas
 No. 12547



Jack O'Brien
 State of Texas
 No. 12547



Jimmy Wilson
 State of Georgia
 No. 12547



Kevin Gaskey
 State of Texas
 No. 12547



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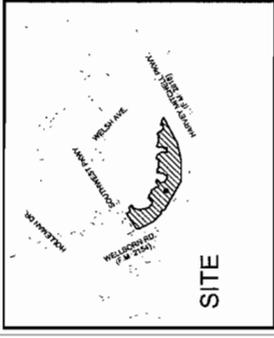
Kevin Gaskey
 State of Texas
 No. 12547



NOTES:

1. MAXIMUM BUILDING HEIGHT: 5 STORIES (+/- 65')
2. 100-YEAR FLOODPLAIN LINE SHOWN ON PLAN
3. REFER TO SITE PLAN FOR DESIGNATED PARKING AREAS
4. REFER TO SITE PLAN FOR BUILDING SITES (IDENTIFIED AS P.B.A.)
5. REFER TO "PROPOSED USE" LEGEND FOR BUILDING SITE USAGE
6. ALL BUILDING SITES, PARKING AREAS AND PEDESTRIAN ACCESS WILL BE ARTIFICIALLY LIT
7. OPEN SPACES AND CONSERVATION AREAS INCLUDE AREAS IN AND AROUND THE FLOODWAY AND COURTYARDS AROUND BUILDINGS
8. GREENWAYS INCLUDE TRAILS AND PARKWAYS
9. REFER TO SITE PLAN FOR STREETS AND ACCESS
10. THERE ARE NO PUBLICLY DEDICATED PARKS SHOWN ON THE SITE PLAN
11. THERE ARE NO SCHOOLS SHOWN ON THE SITE PLAN
12. THE APPROXIMATE LOCATION OF THE 10' HIKE AND BIKE TRAIL IS SHOWN ON THE SITE PLAN.
13. THERE ARE NO PROPOSED BUFFER AREAS
14. INDIVIDUAL PHASES SHALL PROVIDE ADEQUATE EMERGENCY VEHICLE ACCESS
15. EXISTING TRAFFIC CIRCLES SHALL BE MODIFIED TO COMPLY WITH THE CURRENT FIRE TRUCK TURN RADIUS AT THE TIME OF CONSTRUCTION OF THE ADJOINING PHASE

16. MINIMUM HEIGHT FOR PRIMARY USE BUILDINGS IN THE MULTI-FAMILY AND MIXED USE AREAS SHALL BE 2 STORIES. ACCESSORY BUILDINGS AND ADA ACCESSIBLE DWELLING UNITS MAY BE ONE STORY. COMMERCIAL ONLY BUILDINGS IN THE MIXED USE AREA MAY BE ONE STORY
17. MINIMUM DENSITY IN THE MULTI-FAMILY AREA SHALL BE 15 UNITS PER ACRE OR 40 BEDROOMS PER ACRE, WHICHEVER IS LESS. MINIMUM DENSITY MAY BE CALCULATED NET OF NATURAL AREAS RESERVED AND HIKE AND BIKE TRAIL AREAS
18. MIXED USE AREAS SHALL HAVE A MAXIMUM BUILDING SETBACK OF 100' FROM THE PUBLIC RIGHT-OF-WAY
19. SOLID FENCING IS NOT PERMITTED ADJACENT TO THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A HIKE AND BIKE TRAIL TO QUALIFY AS MIXED USE. AT LEAST 20% OF THE GROSS FLOOR AREA OF THE USES IN THE AREA DESIGNATED MIXED USE ON THE PLAN NEEDS TO CONSIST OF RESIDENTIAL USES ABOVE THE GROUND FLOOR
21. THE CENTRAL DRIVE WILL NOT BE GATED
22. IF STRUCTURED PARKING IS PROVIDED IN THE MIXED USE OR MULTI-FAMILY AREAS, THE GARAGE WILL BE SCREENED FROM THE RIGHT-OF-WAY BY ANOTHER BUILDING OR BE DESIGNED TO BE COMPATIBLE IN MATERIAL AND DESIGN TO THE PRIMARY BUILDINGS WHICH ARE ADJACENT TO IT
23. SIDEWALK STYLE PEDESTRIAN CONNECTIONS NOT TO EXCEED A WIDTH OF 5 FEET WILL BE PROVIDED FROM PARKING AREAS AND ACCESS AREAS TO THE 10' HIKE AND BIKE TRAIL
24. COMMERCIAL AND MIXED USE AREAS WILL MEET THE NON-RESIDENTIAL ARCHITECTURAL STANDARDS CONTAINED IN SECTION 7.9 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR BUILDING PLOTS WITH BUILDINGS IN EXCESS OF 50,000 GROSS SQUARE FEET IN AREA



SITE



VICINITY MAP
N.T.S.

OWNER

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**CONCEPTUAL PDD
SITE PLAN
CAMPUS VILLAGE**

LOTS 2R & 3R
OF THE WOODLANDS
OF COLLEGE STATION
SUBDIVISION
NORTHEAST CORNER OF
HARVEY MITCHELL PARKWAY &
WELLBORN ROAD
CITY OF COLLEGE STATION, TEXAS
APPROXIMATELY 42.56 ACRES

WE BELIEVE IN
SUSTAINABLE
DEVELOPMENT
THESE ARE OUR
VALUES



**Campus
Village**
Communities



C-PDD-SP-04

SCALE: N.T.S. • JOB#: 20083 • SUBMITTAL DATE: 12/08/08
APPROVED BY: _____ DATE: _____

THIS PLAN WAS PREPARED BY THE ARCHITECT OR ENGINEER REGISTERED IN THE STATE OF TEXAS.

C O U N T Y



MINUTES
PLANNING AND ZONING COMMISSION

Regular Meeting
December 17, 2009, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: Dennis Maloney and James Massey

CITY STAFF PRESENT: Senior Planner Jason Schubert, Staff Planner Matthew Hilgemeier, Assistant City Engineer Josh Norton, 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 Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman John Nichols called the meeting to order at 7:02 p.m.

2. Hear Citizens.

None

3. Public hearing, presentation, possible action, and discussion regarding a Rezoning from C-1 General Commercial, R-4 Multi-Family, and A-O Agricultural Open to PDD Planned Development District for 42.56 acres located at 1711 Harvey Mitchell Parkway.
Case #09-00500226 (JS)

Senior Planner Jason Schubert presented the Rezoning and recommended approval with the condition that the development have a minimum density of 15 dwelling units per acre or 40 bedrooms per acre, whichever is less, and that the non-residential buildings and areas in the commercial and mixed-use portions meet the Non-Residential Architecture Standards contained in Section 7.9 of the Unified Development Ordinance for building plots with uses in excess of 50,000 gross square feet in area.

There was general discussion regarding the Rezoning.

Chairman Nichols opened the public hearing.

Chuck Ellison, 302 Holleman Drive East, stated that he supported the conditions. He also said that if the Rezoning is approved the applicant has requested that the ordinance not become effective unless a deed is recorded on or before June 15, 2010. He said this allows the developer the opportunity to finalize financing while allowing the owner to retain the C-1 zoning if the property is not closed on by that date. Mr. Ellison also stated that the proposed trail system is in the floodway and the applicant would like to turn it into an amenity.

Kevin McGraw, Kass Development Group, introduced himself and his partner.

Chairman Nichols closed the public hearing.

There was general discussion regarding the trail along the Bee Creek tributary.

Commissioner Stearns commented that the north end of the property needs to be developed as a true mixed-use area.

Commissioner Ashfield motioned to recommend approval of the Rezoning with the conditions presented by staff. Commissioner Shafer seconded the motion, motion passed (6-0).

4. Adjourn.

Commissioner Shafer motioned to adjourn the meeting. Commissioner Greer seconded the motion, motion passed (7-0).

The meeting was adjourned at 8:55 p.m.

ORDINANCE NO. _____

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

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

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

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: Said Ordinance will not become effective unless a deed executed by Brazos County Markets, LLC is recorded in the Official Records of Brazos County, Texas on or before the 15th day of June, 2010.

PASSED, ADOPTED and APPROVED this 14th day of January, 2010

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

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

The following property is rezoned from C-1 General Commercial, R-4 Multi-Family and A-O Agricultural Open to PDD Planned Development District: Lot 2R and Lot 3R, The Woodlands of College Station Subdivision.

EXHIBIT “B”

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

“The purpose of the development is to provide an urban pedestrian and bike friendly development containing multi-family housing, retail, and related uses in close proximity to Texas A&M University. The intent of the overall development is to provide for housing with the retail, restaurant, and related commercial uses being integrated in the overall development that will support not only the development, but nearby residential as well as pass by traffic.”

The Concept Plan proposes three use areas. The Commercial area along Harvey Mitchell Parkway will follow the uses and standards of the C-1 General Commercial district. The Multi-Family area located in the center portion will adhere to the uses and standards of the R-6 High Density Multi-Family district. The Mixed Use area is located at the corner of Southwest Parkway and Wellborn Road. The Mixed Use area requires non-residential uses on the ground floor with the option for multi-family units and/or other non-residential uses above the ground floor to create a vertical mixed use. The Mixed Use area utilizes P-MUD Planned Mixed Use District uses with addition of Health Care, Medical Clinic and Drive-in / thru window as permitted uses and will follow the standards of the C-1 General Commercial district except as otherwise provided in this ordinance. The 100-year floodplain is retained as Natural Areas Reserved and the Concept Plan accommodates the relocation of the existing hike and bike trail easement for the proposed multi-use path. The Concept Plan in Exhibit “C” is divided into four sheets which graphically depicts the development and provides notes which are incorporated herein to describe additional details and development standards.

Through the PDD, the following meritorious modifications have been granted:

- 1. Section 3.17 “Administrative Adjustment” of the Unified Development Ordinance**
The Administrator has the authority to grant Administrative Adjustments for up to 10% of any design standard in addition to the dimensional standards already authorized.
- 2. Section 5.2 “Residential Dimensional Standards” and 5.4 “Non-Residential Dimensional Standards” of the Unified Development Ordinance**
Required setbacks along internal property lines shall be reduced to 5 feet. An internal property line is defined as a property line not bounded by Southwest Parkway, Wellborn Road, or Harvey Mitchell Parkway.
- 3. Section 7.2.E “Interior Islands” of the Unified Development Ordinance**
Landscape areas between abutting head-in parking can count toward the interior island requirement. To qualify, the island will need to be at least 8 feet in width between the spaces.
- 4. Section 7.4.N “Freestanding Commercial Signs” of the Unified Development Ordinance**
Two additional freestanding signs are permitted within the building plot consisting of the entire The Woodlands of College Station Subdivision in addition to the two freestanding

signs permitted by Section 7.4.N. The additional signs will be placed at the existing driveways to Harvey Mitchell Parkway and Southwest Parkway and are limited to 10 feet in height and 100 square feet in area each.

5. Section 7.6.F “Buffer Standards” of the Unified Development Ordinance

No buffer is required between the commercial and mixed use areas and the proposed and existing multi-family uses. The Natural Areas Reserved serves as the buffer in most areas.

6. Section 8.2.A.9.b “Utility Easements” of the Unified Development Ordinance

Public utility easements are not required on internal lot lines if the property is replatted. Public utility easements at alternate locations will be required if necessary to serve utilities to the proposed lots.

7. Section 8.2.A.10 “Blocks” of the Unified Development Ordinance

In lieu of block length requirements, the central drive will be constructed with a minimum 24-foot paving width, 5-foot sidewalks on both sides between the traffic circles, allow parallel parking (with a wider paving width), meet driveway spacing standards for a minor collector and the geometry, including centerline radii, for fire apparatus access roads.

8. Section 8.2.A.13 “Sidewalks” of the Unified Development Ordinance

Sidewalks are not required along Harvey Mitchell Parkway as alternative pedestrian routes are provided with the multi-use path and the central drive between the traffic circles to be constructed with a sidewalk on each side. Sidewalks will be provided on Wellborn Road and Southwest Parkway.

9. Section 8.7 “Requirements for Parkland Dedication” of the Unified Development Ordinance

In lieu of the Neighborhood Park Development Fee, the developer may design and construct the multi-use path and receive dollar-for-dollar credit against the neighborhood park development fee. The multi-use path will be designed with the first phase of development and will be constructed and dedicated to the City prior to issuance of Certificates of Occupancy of the second phase. The design is to meet City specifications for a public multi-use path and include exercise stations. The developer may opt out of the path construction but will be required to pay the Neighborhood Park Development Fee for all units.

The following four meritorious modifications apply to the mixed use area only if it is developed as vertical mixed use. To qualify as vertical mixed use at least 20% of the gross floor area of the development must consist of residential uses above the ground floor.

10. Section 7.2.C.7 Subsection of “Dimensions and Access” of the Unified Development Ordinance

The requirement for parking spaces located within 15 feet of a right-of-way to provide a double landscape island (18-foot wide) for every 7 parking spaces is reduced to a single (9-foot wide) island for every 15 parking spaces.

11. Section 7.4 “Signs” of the Unified Development Ordinance

The area developed as vertical mixed use may utilize the Hanging Signs and Projection Signs as allowed in the Northgate districts as described in Section 5.6.B.12.c.3 and 4.

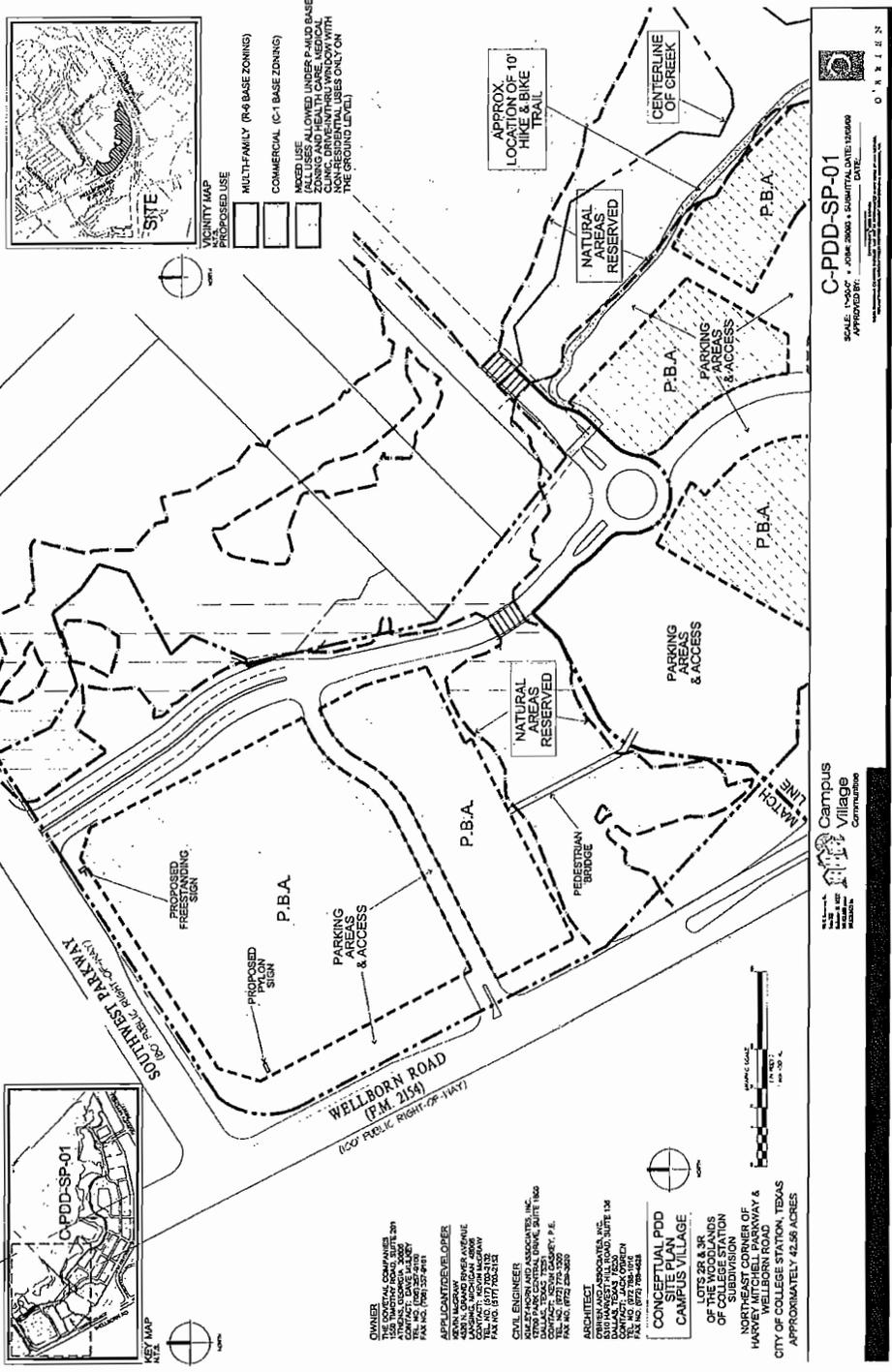
12. Section 7.4 “Signs” of the Unified Development Ordinance

Banners are permitted on light poles internal to the site and a community flag for the residential development is allowed.

13. Section 7.9.E.3 “Landscaping” of the Unified Development Ordinance

The double landscaping points for building plots in excess of 50,000 gross square feet are not required. The standard landscaping points and requirements will apply.

EXHIBIT "C"



- PROPOSED USE**
- MULTI-FAMILY (R-6 BASE ZONING)
 - COMMERCIAL (C-1 BASE ZONING)
 - MIXED USE (ALLOWED UNDER PLANS BASE ZONING AND HEALTH CARE, MEDICAL CLINIC, DRIVING THROUGH WINDOW WITH THE GROUND LEVEL)

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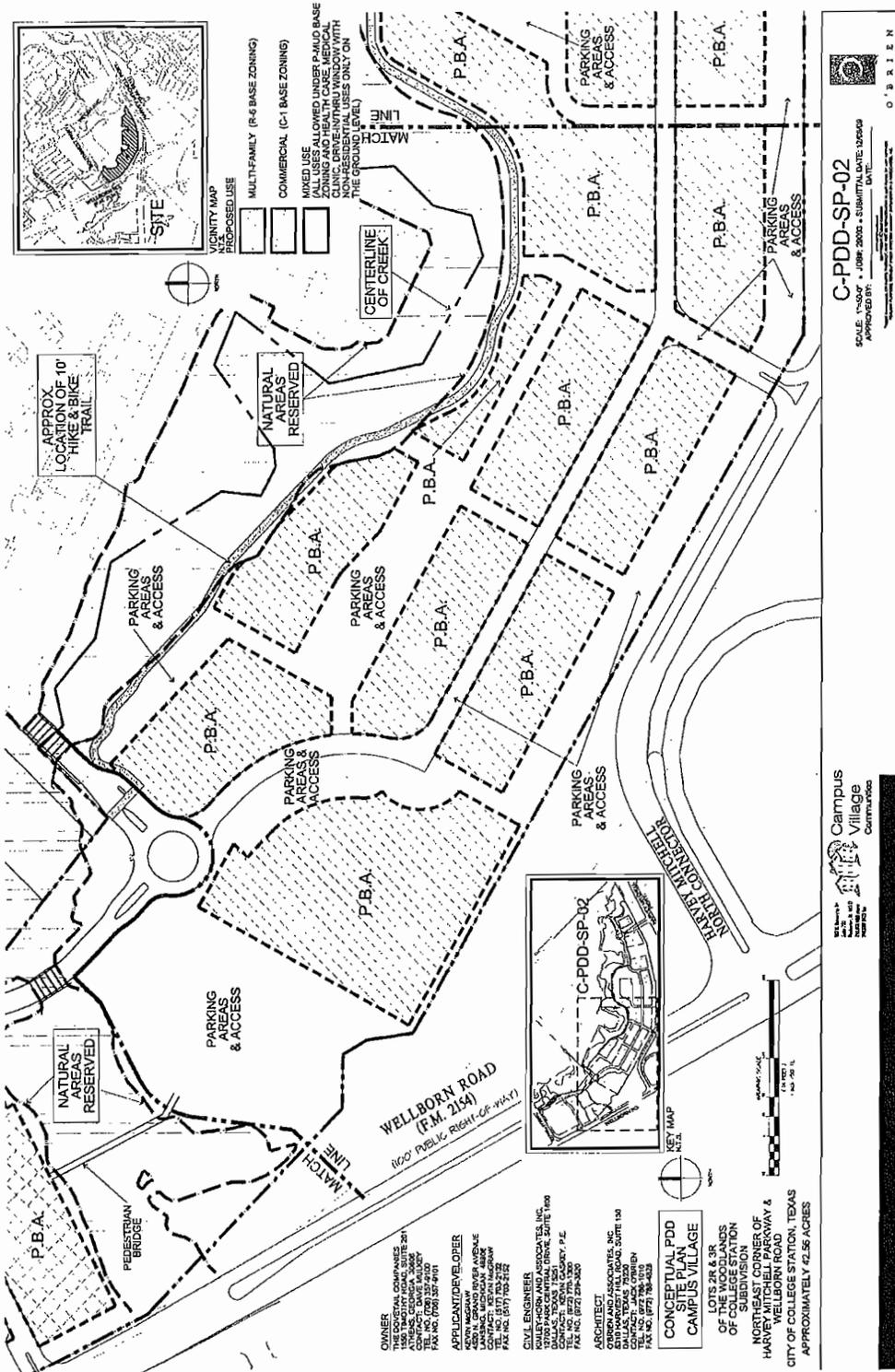
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 APPROXIMATELY 42.56 ACRES

C-PDD-SP-01
 SCALE: 1" = 40' JOB NO. 2008 + SUBMITTAL DATE
 APPROVED BY: [Signature] DATE: [Date]

Campus Village
 Contribution

CREATED



C-PDD-SP-02
 SCALE: 1"=50' • JOB# 2002 • SUBMITTAL DATE 12/20/08
 APPROVED BY: _____ DATE: _____
 O'BRIEN

Campus Village
 Community

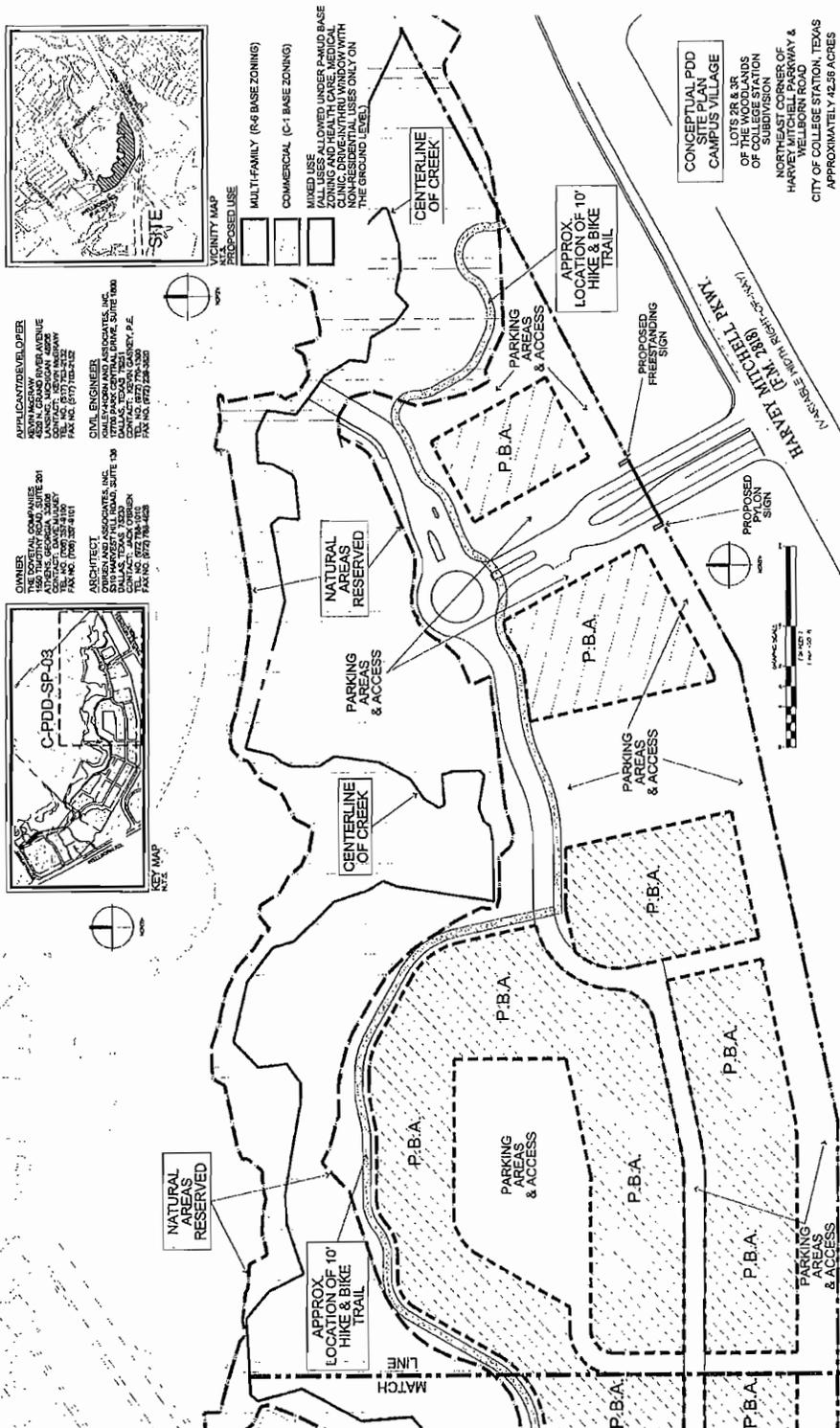
OWNER
 WOODLANDS COMMUNITIES, INC.
 1500 TRAVIS ROAD, SUITE 201
 WOODLANDS, TEXAS 75080
 CONTACT: DAVID PALFREY
 PHONE NO. (972) 327-4000
 FAX NO. (972) 327-4001

APPLICATION DEVELOPER
 WOODLANDS COMMUNITIES, INC.
 1500 TRAVIS ROAD, SUITE 201
 WOODLANDS, TEXAS 75080
 CONTACT: DAVID PALFREY
 PHONE NO. (972) 327-4000
 FAX NO. (972) 327-4001

CIVIL ENGINEER
 VALLEY-HORN AND ASSOCIATES, INC.
 2000 W. WOODLAND AVENUE, SUITE 1000
 WOODLANDS, TEXAS 75080
 CONTACT: JERRY COUNTRY, P.E.
 PHONE NO. (972) 229-2620
 FAX NO. (972) 229-2620

ARCHITECT
 OWEN AND ASSOCIATES, INC.
 1000 W. WOODLAND AVENUE, SUITE 100
 WOODLANDS, TEXAS 75080
 CONTACT: JERRY COUNTRY, P.E.
 PHONE NO. (972) 229-2620
 FAX NO. (972) 229-2620

CONCEPTUAL PDD SITE PLAN CAMPUS VILLAGE
 LOTS 2R & 3R
 OF THE WOODLANDS
 COMMUNITIES, INC.
 SUBDIVISION
 NORTHEAST CORNER OF
 HARVEY MITCHELL PARKWAY &
 WOODLANDS PARKWAY
 CITY OF COLLEGE STATION, TEXAS
 APPROXIMATELY 42.56 ACRES



OWNER:
 THE TEXAS
 REAL ESTATE COMPANIES
 1805 THURNTON ROAD, SUITE 201
 DALLAS, TEXAS 75246
 CONTACT: KEVIN WALSH
 PHONE NO. (972) 252-4101
 FAX NO. (972) 252-4101

ARCHITECT:
 ORDEN AND ASSOCIATES, INC.
 1000 WEST WINDY HILL ROAD, SUITE 130
 DALLAS, TEXAS 75246
 CONTACT: KEVIN WALSH
 PHONE NO. (972) 796-1628
 FAX NO. (972) 796-1628

CIVIL ENGINEER:
 KOLENKOVA AND ASSOCIATES, INC.
 1000 WEST WINDY HILL ROAD, SUITE 1000
 DALLAS, TEXAS 75246
 CONTACT: KEVIN WALSH
 PHONE NO. (972) 252-3260
 FAX NO. (972) 252-3260

APPROXIMATE DEVELOPER:
 ADVANTAGE DEVELOPMENT
 4500 W. GRAND PRAIRIE AVENUE
 SUITE 100
 DALLAS, TEXAS 75246
 CONTACT: KEVIN WALSH
 PHONE NO. (972) 252-4101
 FAX NO. (972) 252-4101

C-PDD-SP-03

SCALE: AS SHOWN • SUBMITTAL DATE: 12/20/09
 APPROVED BY: _____ DATE: _____

CONCEPTUAL PDD SITE PLAN CAMPUS VILLAGE

LOTS 58 & 59
 OF THE WOODLANDS
 OF COLLEGE STATION
 SUBDIVISION
 NORTHWEST CORNER OF
 HARVEY MITCHELL PARKWAY &
 WELLSBORO ROAD
 CITY OF COLLEGE STATION, TEXAS
 APPROXIMATELY 42.56 ACRES

Campus Village
 COMMUNITIES

O . B . I . E . N



- NOTES:**
1. MAXIMUM BUILDING HEIGHT: 5 STORIES (4'-65')
 2. 100-YEAR FLOODPLAIN LINE SHOWN ON PLAN
 3. REFER TO SITE PLAN FOR DESIGNATED PARKING AREAS
 4. REFER TO SITE PLAN FOR BUILDING SITES (IDENTIFIED AS P.B.A.)
 5. REFER TO "PROPOSED USE" LEGEND FOR BUILDING SITE USAGE
 6. ALL BUILDING SITES, PARKING AREAS AND PEDESTRIAN ACCESS WILL BE ARTIFICIALLY LIT
 7. OPEN SPACES AND CONSERVATION AREAS INCLUDE AREAS IN AND AROUND THE FLOODWAY AND COURTYARDS AROUND BUILDINGS
 8. GREENWAYS INCLUDE TRAILS AND PARKWAYS
 9. REFER TO SITE PLAN FOR STREETS AND ACCESS
 10. THERE ARE NO PUBLICLY DEDICATED PARKS SHOWN ON THE SITE PLAN
 11. THERE ARE NO SCHOOLS SHOWN ON THE SITE PLAN
 12. THE APPROXIMATE LOCATION OF THE 10' HIKE AND BIKE TRAIL IS SHOWN ON THE SITE PLAN
 13. THERE ARE NO PROPOSED BUFFER AREAS
 14. PROPOSED DEVELOPMENT MAY BE PHASED. INDIVIDUAL PHASES SHALL PROVIDE ADEQUATE EMERGENCY VEHICLE ACCESS
 15. EXISTING TRAFFIC CIRCLES SHALL BE MODIFIED TO COMPLY WITH THE CURRENT FIRE TRUCK TURN RADIUS AT THE TIME OF CONSTRUCTION OF THE ADJOINING PHASE
16. MINIMUM HEIGHT FOR PRIMARY USE BUILDINGS IN THE MULTI-FAMILY AND MIXED USE AREAS SHALL BE 2 STORIES. ACCESSORY BUILDINGS AND ADA ACCESSIBLE DWELLING UNITS MAY BE ONE STORY. COMMERCIAL ONLY BUILDINGS IN THE MIXED USE AREA MAY BE ONE STORY
 17. MINIMUM DENSITY IN THE MULTI-FAMILY AREA SHALL BE 15 UNITS PER ACRE OR 40 BEDROOMS PER ACRE, WHICHEVER IS LESS. MINIMUM DENSITY MAY BE CALCULATED NET OF NATURAL AREAS RESERVED AND HIKE AND BIKE TRAIL AREAS
 18. MIXED USE AREAS SHALL HAVE A MAXIMUM BUILDING SETBACK OF 100' FROM THE PUBLIC RIGHT-OF-WAY
 19. SOLID FENCING IS NOT PERMITTED ADJACENT TO THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A HIKE AND BIKE TRAIL TO QUALIFY AS MIXED USE. AT LEAST 20% OF THE GROSS FLOOR AREA OF THE USES IN THE AREA DESIGNATED MIXED USE ON THE PLAN NEEDS TO CONSIST OF RESIDENTIAL USES ABOVE THE GROUND FLOOR
 20. IF STRUCTURED PARKING IS PROVIDED IN THE MIXED USE OR MULTI-FAMILY AREAS, THE GARAGE WILL BE SCREENED FROM THE RIGHT-OF-WAY BY ANOTHER BUILDING OR BE DESIGNED TO BE COMPATIBLE IN MATERIAL AND DESIGN TO THE PRIMARY BUILDINGS WHICH ARE ADJACENT TO IT
 21. SIDEWALK STYLE PEDESTRIAN CONNECTIONS NOT TO EXCEED A WIDTH OF 5 FEET WILL BE PROVIDED FROM PARKING AREAS AND ACCESS AREAS TO THE 10' HIKE AND BIKE TRAIL
 22. COMMERCIAL AND MIXED USE AREAS WILL MEET THE NON-RESIDENTIAL ARCHITECTURAL STANDARDS CONTAINED IN SECTION 7.9 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR BUILDING PLOTS WITH BUILDINGS IN EXCESS OF 50,000 GROSS SQUARE FEET IN AREA, EXCEPT AS OTHERWISE PROVIDED IN THIS ORDINANCE

OWNER
THE SPECIAL COMPANIES
1505 TRINITY ROAD, SUITE 807
DALLAS, TEXAS 75240
CONTACT: DAVID ALKORRY
PHONE NO. (972) 242-3200
FAX NO. (972) 242-3200

APPLICATOR/DEVELOPER
KORVA MCGRAW
4301 N. GRAND AVENUE
SUITE 1000
DALLAS, TEXAS 75240
CONTACT: KEVIN MCGRAW
PHONE NO. (972) 242-3232
FAX NO. (972) 242-3232

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
3700 PARK CENTRAL DRIVE, SUITE 1000
DALLAS, TEXAS 75244
CONTACT: KEVIN GOURLEY, P.E.
PHONE NO. (972) 242-3200
FAX NO. (972) 242-3200

ARCHITECT
GRIFFIN AND ASSOCIATES, INC.
1000 WEST END AVENUE, SUITE 136
DALLAS, TEXAS 75240
CONTACT: JEFF GRIFFIN
PHONE NO. (972) 242-3200
FAX NO. (972) 242-3200

**CONCEPTUAL PDD
SITE PLAN
CAMPUS VILLAGE**

LOTS 2R & 3R
OF THE WOODLANDS
SUBDIVISION
NORTHEAST CORNER OF
HARVEY MITCHELL PARKWAY &
WELLBORN ROAD
CITY OF COLLEGE STATION, TEXAS
APPROXIMATELY 42.56 ACRES

City of College Station
Planning and Zoning Department
2400 West Loop West
DALLAS, TEXAS 75240-1400

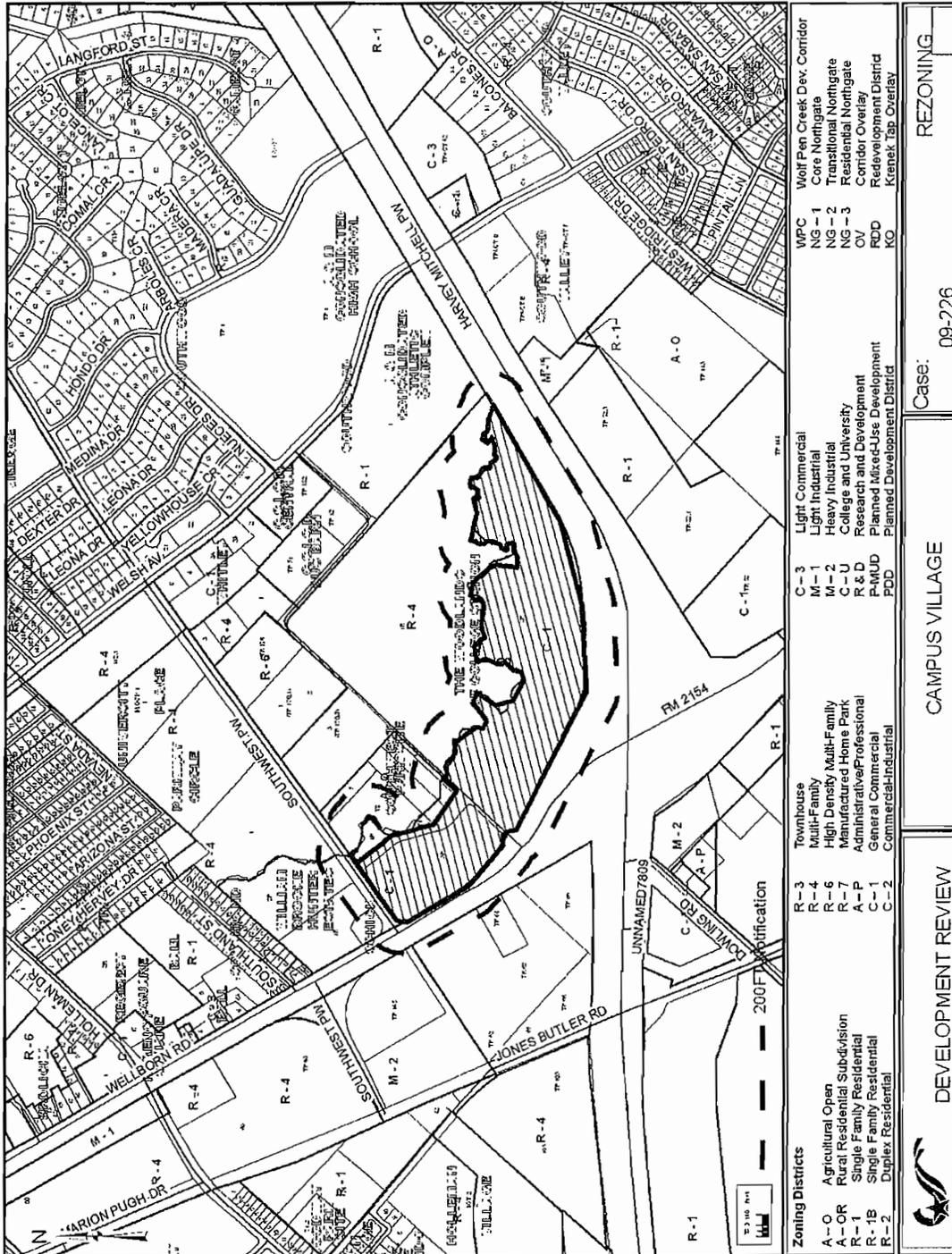
Campus Village Communities

C-PDD-SP-04

SCALE: N.T.S. • JOB# 2005 • SUBMITTAL DATE: 10/06/09

APPROVED BY: _____ DATE: _____

EXHIBIT "D"



January 14, 2010
Regular Agenda Item No. 3
1270 Harvey Mitchell Parkway South Rezoning

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from R-1 Single Family Residential to R-4 Multi-Family and A-O Agricultural Open for 3.364 acres located at 1270 Harvey Mitchell Parkway South.

Recommendation(s): The Planning & Zoning Commission considered this item at their regular meeting on December 3, 2009 and recommended approval on a 6-1 vote with the conditions presented by Staff. Staff recommended approval with the condition that the subject tract provides a shared driveway to Harvey Mitchell Parkway with the adjacent lift station and 6.2-acre tract. The driveway and access is to meet the requirements of TxDOT driveways, Unified Development Ordinance Section 7.3 Access Management and Circulation, and the City's fire lane standards.

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

REVIEW CRITERIA

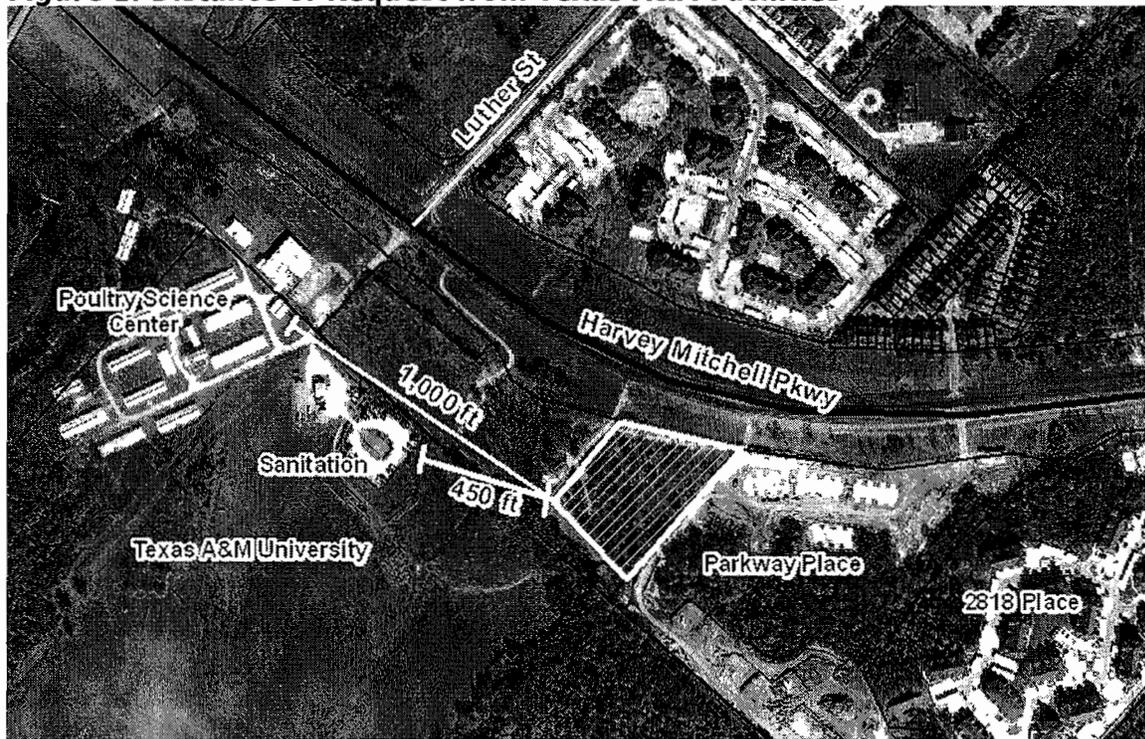
1. **Consistency with the Comprehensive Plan:** The subject tract is designated as Urban and Natural Areas – Reserved on the Comprehensive Plan Future Land Use and Character Map. It is also located within Growth Area VI which states that the "growth area should be used for intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed use. Single-family uses (excluding townhomes) should be prohibited from this area due to issues of incompatibility." While multi-family is one of the broad range of uses that can be contemplated for this tract, it is important to consider the implications of any particular one given the context of its relationship to the surrounding area and properties. These implications will be further discussed in the other Review Criteria items.

The Comprehensive Plan states that Natural Areas – Reserved are "generally for areas that represent a constraint to development and that should be preserved for their natural function or open space qualities. These areas include floodplains and riparian buffers, as well as recreational facilities." A portion of the request lies within the floodplain and is being rezoned with this request to A-O Agricultural Open to be retained for its natural function.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The majority of the nearby properties are zoned and developed as multi-family uses. The 6.2-acre tract to the northwest is zoned R-1 Single-Family Residential but is vacant and utilized for minor agricultural uses and a City sanitary sewer lift station. To the south and west is a tract over 500 acres in

size owned by Texas A&M University and zoned C-U College and University. Current facilities in the vicinity on the A&M tract include the Poultry Science Center and some A&M Sanitation facilities. The proposed request is not immediately adjacent to the A&M tract as a 0.765 remainder of the original tract will remain zoned R-1 Single-Family Residential and provide a buffer ranging from 85 to 115 feet in depth. This remainder portion is heavily encumbered by floodplain and easements. The closest portion of the proposed request is over 450 feet away from the existing A&M Sanitation facilities, about 1,000 feet away from the Poultry Science Center, and about a half mile from Disaster City training facilities (See Figure 1). These distances provide sufficient buffer between these industrial type uses and future multi-family uses on the subject tract. In May 2008, a Comprehensive Plan Amendment to Residential Attached (multi-family) for the adjacent 6.2 acre tract was recommended for denial by Staff and denied by Council. The denial was largely based on the incompatibility of any type of residential uses in immediate proximity to these facilities. This request, however, has a significant more amount of distance from these uses and would be compatible with other uses in the area.

Figure 1: Distance of Request from Texas A&M Facilities



- Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Like other multi-family uses in the area, the subject tract is located along Harvey Mitchell Parkway, a freeway on the Thoroughfare Plan. With the R-4 Multi-family district having a maximum density of 20 multi-family units per acre, up to 63 multi-family units could potentially be developed with this 3.178-acre request. As discussed later, the subject tract will have access to Harvey Mitchell Parkway at an unsignalized location and therefore traffic safety is a concern for this or any other potential use.

The subject tract has approximately a five percent slope from Harvey Mitchell Parkway down to the back of the request. Typically residential buildings have more flexibility in

their footprint and layout than non-residential uses and buildings and can better incorporate existing slopes and grades. Though 63 units would be possible, building layout, number of bedrooms per unit, parking, landscaping and other site requirements may constrain the total number units. The Comprehensive Plan designates Harvey Mitchell Parkway as Primary Image Corridor though no specific plans have been developed to address this designation. Streetscaping consisting of one canopy tree for every 25 feet of frontage will be required of any proposed use.

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:** Upon annexation into the City in 1970, the subject tract is zoned R-1 Single-Family Residential. As stated in the Urban land use designation description, single-family residential should be prohibited from the area due to issues of incompatibility. In addition, single family uses are not desirable on this tract as it is located along Harvey Mitchell Parkway, a freeway on the Thoroughfare Plan, and in close proximity to Easterwood Airport.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The current owner purchased a portion of the subject tract in February of this year and has submitted this request to enhance the marketability of the property for multi-family uses.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract will be served by the City of College Station for water, sanitary sewer and electric utilities. The tract is located adjacent to an 18-inch water main which runs along Harvey Mitchell Parkway and a 10-inch main which runs along the eastern property line. The subject tract is located adjacent to an 18-inch sanitary sewer main which runs across the rear portion of the property. The subject tract is located in the Whites Creek Drainage Basin and is encroached by a FEMA-regulated Special Flood Hazard area, Zone AE, with base flood elevations established, per FEMA FIRM Panel 182C.

The subject tract will take access off Harvey Mitchell Parkway (FM 2818), a freeway on the Thoroughfare Plan, and require TxDOT approval. Based on the size of the rezoning, a traffic impact analysis (TIA) is not required with this request and not likely meets the threshold to be required at the time of site plan. A map of Existing Traffic Volumes in the Comprehensive Plan shows this roadway has over 40,000 trips per day, though Levels of Service A or B have been maintained as of 2007.

In October 2007, the City installed traffic signals on Harvey Mitchell Parkway at Luther Street West and Holleman Drive to help address safety issues with vehicular turning movements at those intersections. When the previous request was denied by Council in September, concerns were expressed about the safety of turning movements in and out of the subject property. Staff obtained recent crash data for the area from the Police Department. From January 2007 through October 2009, between the two signalized intersections, there were 17 crash incidents reported with 4 classified as major accidents and 1 fatality accident. The fatality occurred in October 2007 when a vehicle on the shoulder with hazard lights on was struck from behind by a vehicle moving out of the travel lanes. Over this same period, 22 crash incidents occurred at the signalized intersections with 7 classified as major accidents. No pedestrian accidents have been reported at or between these signalized locations on Harvey Mitchell Parkway. TxDOT

will be letting a safety project in 2011 that will be constructing a raised median on Harvey Mitchell Parkway but it will be installed from Texas Avenue to Wellborn Road. A median is not currently planned for this portion of Harvey Mitchell Parkway.

Another concern related to bus service from Texas A&M University in this area of Harvey Mitchell Parkway. Staff has met with representatives of TxDOT and Texas A&M University regarding the concerns over bus stops in this area. The University will be removing the only bus stop located in the area in front of the Canyon Creek development. Service could be restored in the future if a frontage road were constructed. Discussions regarding these subjects are on-going and future meetings are anticipated.

The subject tract and the adjacent 6.2-acre tract to the northwest do not have access to either of the signalized locations on Harvey Mitchell Parkway, though they will likely benefit from breaks in traffic resulting from those signals. A driveway to the City's sanitary sewer lift station is also located on the adjacent tract. The consolidation of driveways in this area of Harvey Mitchell Parkway may help to mitigate traffic safety issues by reducing the number of conflict points.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Planning & Zoning Commission Minutes – December 3, 2009
4. Ordinance

BACKGROUND INFORMATION:

NOTIFICATIONS

Advertised Commission Hearing Date: December 3, 2009

Advertised Council Hearing Dates: January 14, 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:

None

Property owner notices mailed: Five
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Thoroughfare - Highway	N/A	Harvey Mitchell Parkway
South	Texas A&M University	C-U	Texas A&M sanitation area
East	Urban and Natural Areas-Reserved	R-4 and A-O	Multi-family
West	Urban	R-1	Vacant

DEVELOPMENT HISTORY

Annexation: 1970

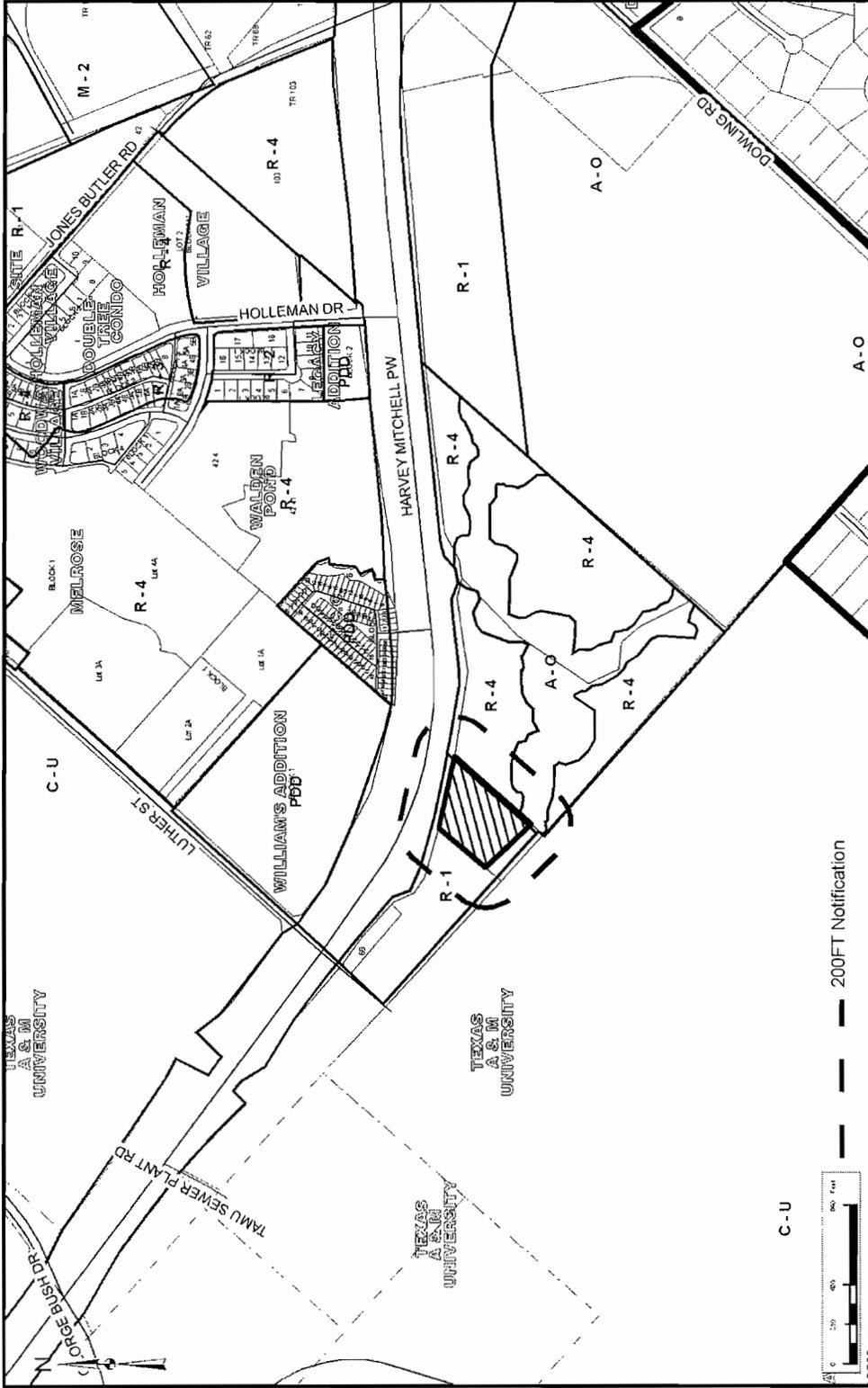
Zoning: R-1 (upon annexation). The same request as proposed was considered earlier this year by the Planning and Zoning Commission at their August 20th meeting and denied by Council at the September 10th meeting. At the October 15th meeting, the Commission granted the right that a new rezoning application may be considered within the 180-day reapplication limitation required by the UDO.

Final Plat: Not Platted

Site development: Vacant



	DEVELOPMENT REVIEW	1270 HARVEY MITCHELL PKWY	Case: 09-225	REZONING
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200FT Notification

C-U

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



DEVELOPMENT REVIEW

1270 HARVEY MITCHELL PKWY

REZONING

Case: **09-225**



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

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: James Massey

CITY STAFF PRESENT: Senior Planner Jason Schubert, Staff Planner Matthew Hilgemeier, Assistant City Engineer Josh Norton, 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 Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman John Nichols called the meeting to order at 7:02 p.m.

Regular Agenda

2. Public hearing, presentation, possible action, and discussion regarding a Rezoning from R-1 Single-Family Residential to R-4 Multi-Family and A-O Agricultural Open for 3.364 acres located at 1270 Harvey Mitchell Parkway. **Case #09-00500225 (JS)**

Senior Planner Jason Schubert presented the Rezoning and recommended approval with the condition that the subject tract provides a shared driveway to Harvey Mitchell Parkway with the adjacent lift station and 6.2-acre tract. The driveway and access is to meet the requirements of TxDOT driveways, Unified Development Ordinance Section 7.3 Access Management and Circulation, and the City's fire lane standards.

There was general discussion amongst the Commission regarding the Rezoning.

Chairman Nichols opened the public hearing.

Fred Bayliss, 7610 River Ridge, stated that the proposed uses are allowed on the Comprehensive Plan and that the development would be consistent with the surrounding developments.

Chairman Nichols closed the public hearing.

Commissioner Slack motioned to recommend approval with the conditions as presented by staff. Commissioner Shafer seconded the motion, motion passed (6-1). Commissioner Greer was in opposition.

5. Adjourn.

Commissioner Shafer motioned to adjourn the meeting. Commissioner Greer seconded the motion, motion passed (7-0).

The meeting was adjourned at 8:55 p.m.

Approved:

John Nichols, Chairman
Planning and Zoning Commission

Attest:

Brittany Caldwell, Admin. Support Specialist
Planning and Development Services

ORDINANCE NO. _____

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and Exhibit "B", and as shown graphically in Exhibit "C", 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 14th day of January, 2010

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 being 3.178 acres is rezoned from R-1 Single Family Residential to R-4 Multi-Family, as shown graphically in Exhibit "C", with the condition that the subject tract provides a shared driveway to Harvey Mitchell Parkway with the adjacent sanitary sewer lift station and 6.2-acre tract. The driveway and access is to meet the requirements of TxDOT driveways, Unified Development Ordinance Section 7.3 Access Management and Circulation, and the City's fire lane standards:

METES AND BOUNDS DESCRIPTION
OF A
3.178 ACRE TRACT
CRAWFORD BURNETT SURVEY, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.364 ACRE TRACT AS DESCRIBED BY A DEED TO SF BUSINESS INVESTMENTS, LLC RECORDED IN VOLUME 8969, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHERLY LINE OF HARVEY MITCHELL PARKWAY SOUTH (FM 2818 - VARIABLE WIDTH R.O.W. AT THIS POINT) MARKING THE NORTHEAST CORNER OF SAID 3.364 ACRE TRACT AND THE NORTHWEST CORNER OF 2818 PLACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 8721, PAGE 259 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 50' 29" W ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND 2818 PLACE FOR A DISTANCE OF 461.97 FEET TO A POINT, FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.364 ACRE TRACT BEARS: S 41° 50' 29" W FOR A DISTANCE OF 82.40 FEET;

THENCE: N 59° 55' 09" W THROUGH SAID 3.364 ACRE TRACT FOR A DISTANCE OF 89.89 FEET TO A POINT;

THENCE: N 84° 04' 46" W CONTINUING THROUGH SAID 3.364 ACRE TRACT FOR A DISTANCE OF 86.33 FEET TO A POINT ON THE COMMON LINE OF SAID 3.364 ACRE TRACT AND THE REMAINDER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 43° 17' 51" W ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND SAID REMAINDER OF 4.23 ACRE TRACT FOR A DISTANCE OF 177.15 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF A CALLED 6.21 ACRE TRACT AS DESCRIBED BY A DEED TO ERVIN M. WILLIAMS, SR. AND WIFE, MILDRED WILLIAMS RECORDED IN VOLUME 433, PAGE 39 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE WEST CORNER OF SAID 3.364 ACRE TRACT;

THENCE: N 40° 45' 44" E ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND SAID 6.21 ACRE TRACT FOR A DISTANCE OF 326.49 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHERLY LINE OF HARVEY MITCHELL PARKWAY SOUTH MARKING THE COMMON CORNER OF SAID 3.364 ACRE TRACT AND SAID 6.21 ACRE TRACT;

THENCE: S 76° 41' 20" E ALONG THE SOUTHERLY LINE OF HARVEY MITCHELL PARKWAY SOUTH FOR A DISTANCE OF 339.44 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

THENCE: S 81° 01' 54" E CONTINUING ALONG THE SOUTHERLY LINE OF HARVEY MITCHELL PARKWAY SOUTH FOR A DISTANCE OF 50.43 FEET TO THE POINT OF BEGINNING CONTAINING 3.178 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/09-448A.MAB

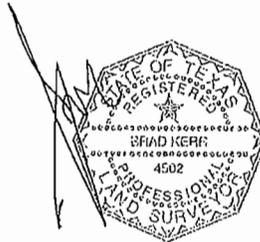


EXHIBIT "B"

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 being 0.186 acres is rezoned from R-1 Single Family Residential to A-O Agricultural Open and as shown graphically in Exhibit "C":

**METES AND BOUNDS DESCRIPTION
OF A
0.186 ACRE TRACT
CRAWFORD BURNETT SURVEY, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.364 ACRE TRACT AS DESCRIBED BY A DEED TO SF BUSINESS INVESTMENTS, LLC RECORDED IN VOLUME 8969, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHERLY LINE OF HARVEY MITCHELL PARKWAY SOUTH (FM 2818 - VARIABLE WIDTH R.O.W. AT THIS POINT) MARKING THE NORTHEAST CORNER OF SAID 3.364 ACRE TRACT AND THE NORTHWEST CORNER OF 2818 PLACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 8721, PAGE 259 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 50' 29" W ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND 2818 PLACE FOR A DISTANCE OF 461.97 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 41° 50' 29" W CONTINUING ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND 2818 PLACE FOR A DISTANCE OF 82.40 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.364 ACRE TRACT;

THENCE: N 43° 17' 51" W ALONG THE COMMON LINE OF SAID 3.364 ACRE TRACT AND THE REMAINDER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 158.49 FEET TO A POINT, FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 3.364 ACRE TRACT BEARS: N 43° 17' 51" W FOR A DISTANCE OF 177.15 FEET;

THENCE: S 84° 04' 46" E THROUGH SAID 3.364 ACRE TRACT FOR A DISTANCE OF 86.33 FEET TO A POINT;

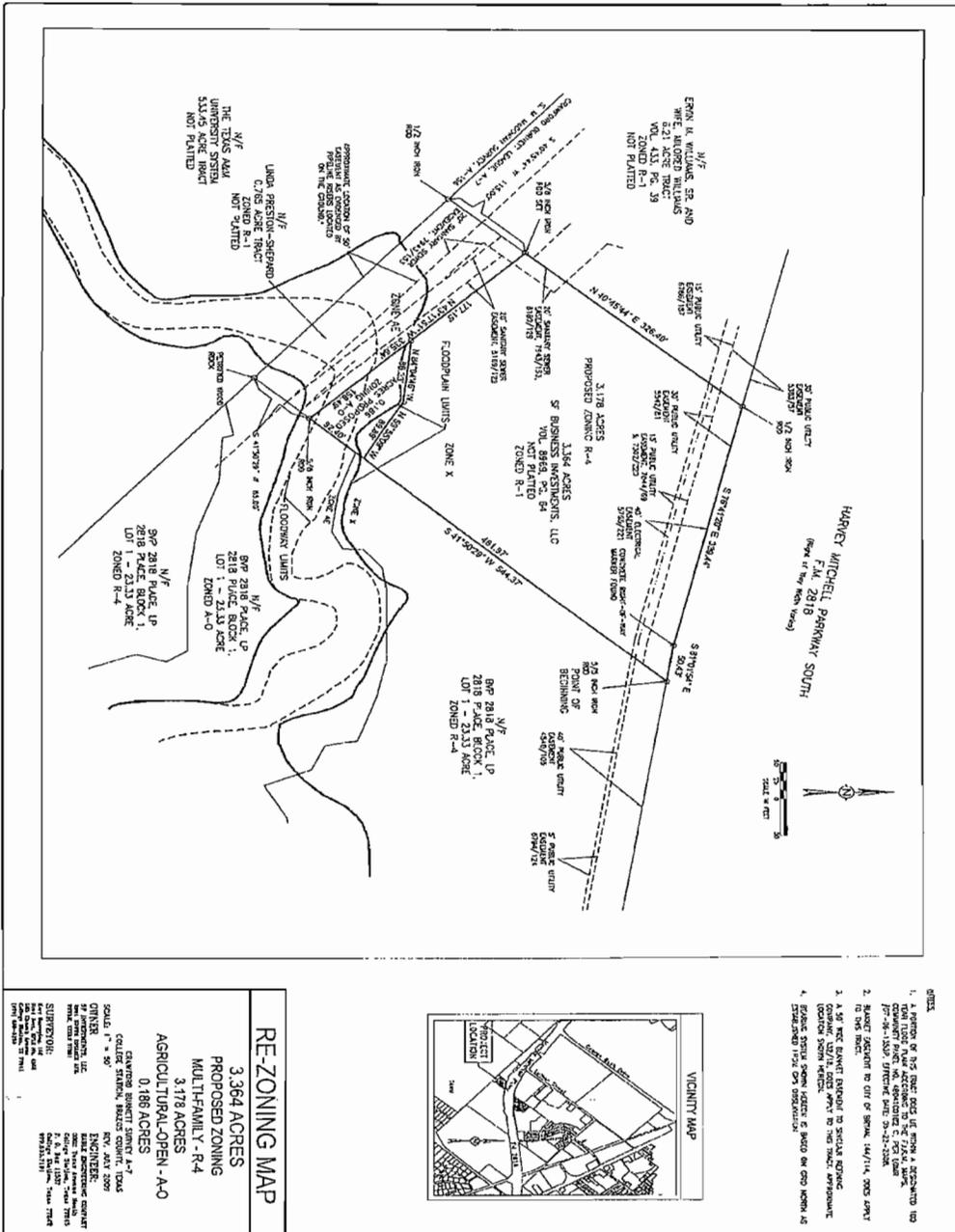
THENCE: S 59° 55' 09" E CONTINUING THROUGH SAID 3.364 ACRE TRACT FOR A DISTANCE OF 89.89 FEET TO THE POINT OF BEGINNING CONTAINING 0.186 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/09-448B.MAB



EXHIBIT "C"



01-285
 10/13
 PL

January 14, 2010
Regular Agenda Item No. 4
CSISD Annexation Petition – Greens Prairie Trail

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a petition for annexation of 46.028 acres in the 4300 block of Greens Prairie Trail, generally located southeast of the intersection of FM 2154 (AKA Wellborn Road) and Greens Prairie Trail.

Recommendation: Staff recommends approval of the petition.

Summary: The College Station Independent School District submitted a petition for annexation of 46.028 acres as provided for in Section 43.028 of the Texas Local Government Code. The statute requires that the governing body hear the petition and grant or refuse the petition within 30 days. If the petition is granted, Staff will initiate the annexation process.

Budget & Financial Summary: N/A

Attachments:

1. Annexation petition
2. Aerial

HAND

DEC 17 2009

DELIVERED

11:35 AM

PETITION FOR ANNEXATION

TO THE CITY SECRETARY OF THE CITY OF COLLEGE STATION

This request for annexation of property to the jurisdictional limits of the City of College Station, Texas, is made pursuant to Local Government Code Chapter 43 by the undersigned property owner.

The area requested for annexation, hereinafter referred to as "Area", is described by metes and bounds in Exhibit A attached hereto and incorporated by reference. The Area is depicted in the survey attached hereto as Exhibit B. As the landowner, we represent that the approximate total acreage owned is 46.028 acres.

The annexation of the Area is initiated on written petition by us as owner. We represent that we are the landowner and that we are authorized to sign this Petition for Annexation. Further, we represent that this land is vacant and without residents (or that fewer than three qualified voters reside on the property), is contiguous to College Station and the Area is 1/2 mile or less in width.

We understand that the governing body shall hear the petition and the arguments for and against the annexation and shall grant or refuse the petition after the fifth day but on or before the 30th day after my petition is filed.

SIGNED this the 15th day of Dec, 2009

OWNERS: Charlotte Slack
Charlotte Slack, President CSISD Board of Trustees

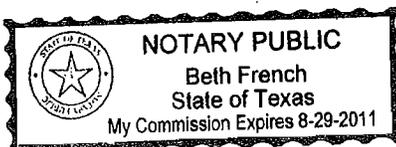
STATE OF TEXAS

ACKNOWLEDGMENTS

COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Charlotte Slack known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said organization.

Given under my hand and seal of the office on this the 15th day of December, 2009



Beth French
Notary Public is and for the State of Texas

Exhibit A

**METES AND BOUNDS DESCRIPTION
OF A
46.027 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 46.028 ACRES AS DESCRIBED BY A DEED TO TRAVIS E. NELSON RECORDED IN VOLUME 5661, PAGE 68 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL (100' R.O.W.) MARKING THE WEST CORNER OF SAID 46.028 ACRE TRACT AND THE NORTH CORNER OF LOT 1, BLOCK 2, CROSSROAD WOODS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1697, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND BEING IN A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 1004.93 FEET;

THENCE: ALONG THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 57' 56" FOR AN ARC DISTANCE OF 122.17 FEET (CHORD BEARS: N 45° 47' 16" E - 122.10 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

THENCE: N 42° 21' 53" E CONTINUING ALONG THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL FOR A DISTANCE OF 2218.24 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 03' 06" FOR AN ARC DISTANCE OF 52.57 FEET (CHORD BEARS: N 85° 24' 19" E - 47.76 FEET) TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD (A COUNTY MAINTAINED PUBLIC ROAD) MARKING THE ENDING POINT OF SAID CURVE;

THENCE: ALONG THE FENCED SOUTHWEST LINE OF ROYDER ROAD FOR THE FOLLOWING CALLS:

S 58° 16' 30" E FOR A DISTANCE OF 122.47 FEET TO A POINT;

S 51° 21' 14" E FOR A DISTANCE OF 147.09 FEET TO A POINT;

S 51° 34' 47" E FOR A DISTANCE OF 386.33 FEET TO A POINT;

S 51° 21' 17" E FOR A DISTANCE OF 155.01 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 46.028 ACRE TRACT AND THE NORTH CORNER OF A CALLED 35.39 ACRE TRACT AS DESCRIBED BY A DEED TO TRAVIS E. NELSON

RECORDED IN VOLUME 7178, PAGE 80 OF THE OFFICIAL PUBLIC RECORDS OF
BRAZOS COUNTY, TEXAS;

THENCE: S 43° 00' 43" W ALONG THE COMMON LINE OF SAID 46.028 ACRE TRACT AND SAID 35.39 ACRE TRACT FOR A DISTANCE OF 2483.05 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 42.214 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN M. DUNCUM AND WIFE, DIANE DUNCUM RECORDED IN VOLUME 2724, PAGE 215 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE COMMON CORNER OF SAID 46.028 ACRE TRACT AND SAID 35.39 ACRE TRACT;

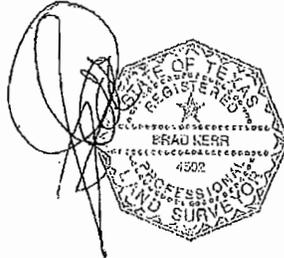
THENCE: N 47° 25' 00" W ALONG THE COMMON LINE OF SAID 46.028 ACRE TRACT AND SAID 42.214 ACRE TRACT FOR A DISTANCE OF 314.44 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF THE AFOREMENTIONED LOT 1, BLOCK 2, CROSSROAD WOODS, MARKING THE NORTH CORNER OF SAID 42.214 ACRE TRACT;

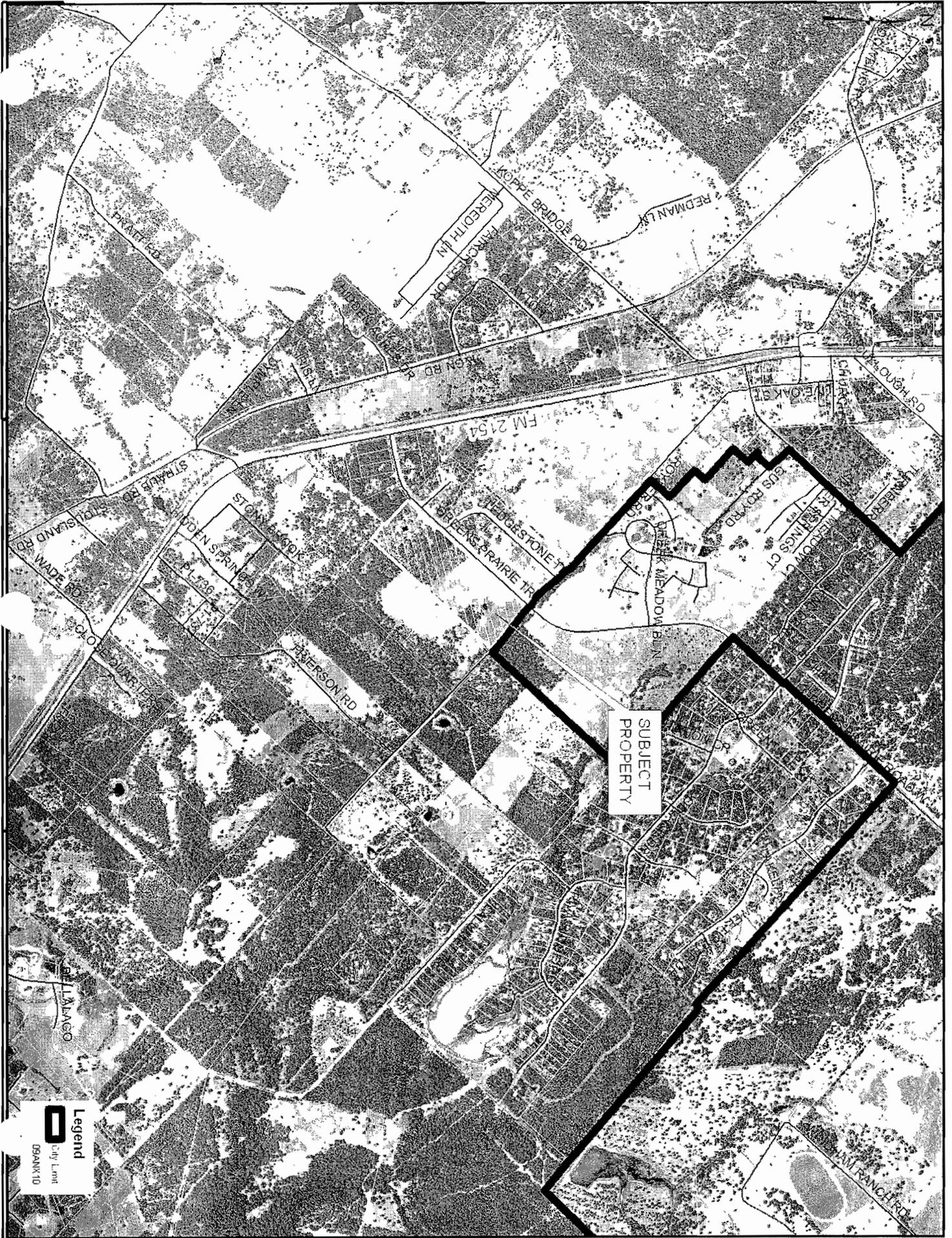
THENCE: N 41° 42' 09" E ALONG THE COMMON LINE OF SAID 46.028 ACRE TRACT AND SAID LOT 1, BLOCK 2, FOR A DISTANCE OF 41.35 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 1, BLOCK 2;

THENCE: N 48° 01' 42" W CONTINUING ALONG THE COMMON LINE OF SAID 46.028 ACRE TRACT AND SAID LOT 1, BLOCK 2 FOR A DISTANCE OF 504.17 FEET TO THE POINT OF BEGINNING CONTAINING 46.027 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. SEE PLAT PREPARED JUNE, 2007, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/07-369.MAB





SUBJECT
PROPERTY

Legend
City Limit
09ANK10

January 14, 2010
Regular Agenda Item No. 5
Expansion of Wolf Pen Creek Oversight Committee Membership

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion of expansion of the Wolf Pen Creek Oversight Committee Membership.

Recommendation(s): The Wolf Pen Creek Oversight Committee and staff request that the City Council consider the expansion of the membership of the Wolf Pen Creek Oversight Committee by an addition of the three (3) remaining members of the Wolf Pen Creek Tax Increment Finance Board that are not already included in the current membership roster of the Committee. The new additions to the Committee would include Ms. Marsha Sanford, Mr. Randall Pitcock and Mr. Kenny Mallard.

Summary: In 1998, the City Council established the Wolf Pen Creek Oversight Committee, which was charged with the responsibility of helping to oversee the implementation of the Wolf Pen Creek Corridor Master Plan. This Committee would consist of two representatives each from the City Council, the Planning & Zoning Commission, the Parks and Recreation Advisory Board, and the Wolf Pen Creek Tax Increment Finance Board.

The Wolf Pen Creek Tax Increment Finance (WPCTIF) Board was already in place at that time, and it was responsible for the financial activities related to the Wolf Pen Creek Tax Increment Finance District. The 20 year WPCTIF Fund Program will cease to exist on December 31, 2009 which is the regulatory end of the WPCTIF Fund Program.

At the October 29, 2009 joint meeting of the Wolf Pen Creek Oversight Committee and the WPCTIF Board, discussion was centered on what role the WPCTIF Board would have related to development of the pending Wolf Pen Creek Water Feature and Festival Area Projects after the December 31, 2009 expiration of the WPCTIF Fund Program. A consensus was reached by the two entities that the City Council could possibly consider an expansion of the Wolf Pen Creek Oversight Committee to include the addition of the remaining three WPCTIF Board members that were not already members of the Committee. Pending the City Council's approval, this would increase the number of members on the Committee from 10 to 13 members.

With the expansion of the Committee's membership, the Committee would continue its work on the Wolf Pen Creek Corridor oversight as needed for the completion of the last two projects that would be funded utilizing the remaining WPCTIF Fund balance. It will also serve as an advocacy group for the completion of these projects. The Committee will continue to make its Wolf Pen Creek Corridor related recommendations to the City Council as needed. This Committee will continue to exist as long as the City Council wants the Committee to be established.

Budget & Financial Summary: N/A

Attachments:

1. None

Thursday, January 14, 2010
Regular Agenda Item No. 6
Appointment to vacant position on Parks and Recreation Board

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

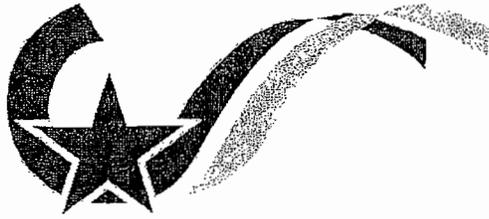
Agenda Caption: Presentation, possible action, and discussion on appointment to vacant position on the Parks and Recreation Board.

Summary: City staff received letter of resignation from Donald Williams, Jr. dated December 7. Mr. Williams' term expires June 2011. Staff contacted applicants who applied for vacant positions during City Council annual appointment process. The following individuals indicated their interest for reconsideration by the City Council.

Johnny Burns, Marsha Crenwelge, Les Fiechtner, Billy Hart, Blake Petty, Jim Ross, Nick Turner, Shane Wendel, Nick Zuniga

Attachments:

Current membership
Applications



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Johnny Burns

Personal Information

Occupational Information

Home Address 4417 Amberley Place
Home Zip Code 77845
Telephone: 103-6525
Fax: _____
College Station Resident for 1 years
(Must be a resident of the City to serve)
Subdivision Castlegate

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: VP/GM - Lamar Advertising
(If retired, please indicate former occupation)
Email Address: jburns@lamar.com
Education (optional) College Degree

POSITION SOUGHT: (Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3

Standing Committees

- | | |
|--|---|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input checked="" type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Landmark Commission | |

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

N/A

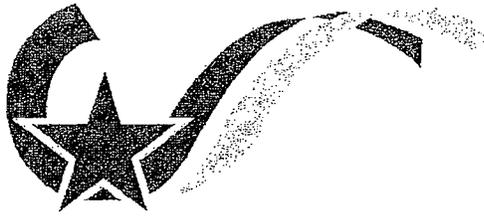
Please list any experience or interests that qualifies you to serve in the positions indicated:

Served 3 terms as City Council member of Wichita Falls, TX-1998-2004
one term as Mayor Pro-Term, Council liaison to Parks & Rec Board

Signature of Applicant Applied online Date and P&R commission

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.

* We lived in Wichita Falls for 17 years and were heavily involved in the community. It is my desire to become involved here as well.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Marsha Crenwelge

Personal Information

Occupational Information

Home Address 401 Southwest Pkwy #503
Home Zip Code _____
Telephone: 574-1185
Fax: _____
College Station Resident for 7 years
(Must be a resident of the City to serve)
Subdivision Southwood Valley

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: Recruiting Assistant
(If retired, please indicate former occupation)
Email Address: marsha_crenwelge@reyrey.com
Education (optional) AA - Interior Decorating
AA - AS - Hotel/Restaurant Mgm.

POSITION SOUGHT: *(Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.)* CHOOSE NO MORE THAN 3

Standing Committees

- | | |
|--|---|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input checked="" type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input checked="" type="checkbox"/> Library Board |
| <input type="checkbox"/> Landmark Commission | |

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

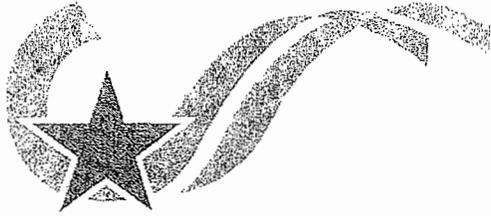
Please list any experience or interests that qualifies you to serve in the positions indicated:

citizen University graduate, currently completing Texas Real Estate License program, enjoy historic homes & history, home design/building/remodeling

Signature of Applicant applied online

Date _____

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Les Fiechtner

Personal Information

Occupational Information

Home Address 1213 Baywood ct
Home Zip Code _____
Telephone: 6810-2244
Fax: _____
College Station Resident for 25 years
(Must be a resident of the City to serve)
Subdivision Alexandria

Voter Registration # _____
Business Owner Yes No
Business Name: Ag Sports Cuts
Occupation: Director - Student Services
(If retired, please indicate former occupation)
Email Address: lfiechtner@tamu.edu
Education (optional) MS Business Admin

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3*

Standing Committees

- | | |
|--|---|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Landmark Commission | |

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

on committees at church and ARMY

Please list any experience or interests that qualifies you to serve in the positions indicated:

I have been involved in recreation sports activities for many years serving on boards and coaching various sports. I believe its important for CS to have a sports spectrum of activities for our citizens

Signature of Applicant Applied online

Date 12/12/09

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



RECEIVED

APR 15 2009

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME: Billy Hart

CITY OF COLLEGE STATION

Personal Information

Occupational Information

Home Address: 3908 Tranquil Path Drive
Home Zip Code: 77845
Telephone: 979.571.6658 or 979.694.7000
Fax: 979.694.8000
College Station Resident for 14 1/2 years
(Must be a resident of the City to serve)
Subdivision: Westfield Village

Voter Registration #
Business Owner? No
Business Name:
Occupation: Paralegal
Email Address: bhartaggie99@yahoo.com
Education(optional) Bachelor of Science in Psychology from Texas A&M University

POSITION SOUGHT: (Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3

Standing Committees

- Checkboxes for various committees including Brazos County Appraisal District, Cemetery Committee, Construction Board, etc. The Parks and Recreation Board checkbox is checked.

Parks Board Committees

- Checkboxes for Lincoln Center Advisory Committee and Senior Advisory Committee.

If you currently serve on any other boards/commissions/committees, please list them here:
Current Member of the Parks and Recreation Board

Please list any experience or interests that qualifies you to serve in the positions indicated: I have been very involved in youth sports over the past 14 1/2 years and served on boards in both soccer and little league. The parks and recreation is a vital importance for our quality of life for the people of College Station.

Signature of Applicant: [Signature] Date: 4/13/09
Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Blake Petty

Personal Information Occupational Information

Home Address 3110 Larkspur Cir
Home Zip Code _____
Telephone: 479-739-3774
Fax: _____
College Station Resident for 15 years
(Must be a resident of the City to serve)
Subdivision Southwood Valley

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: Texas A&M Administrator
(If retired, please indicate former occupation)
Email Address: blakepetty@yahoo.com
Education (optional) BS & MS

POSITION SOUGHT: (Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.) **CHOOSE NO MORE THAN 3**

Standing Committees

- Brazos County Appraisal District.
- Cemetery Committee
- Construction Board of Adjustments & Appeals
- Northgate TIF Board
- Design Review Board
- Joint Relief Funding Review
- Historic Preservation Committee
- Convention & Visitors Bureau
- Arts Council of the Brazos Valley
- Landmark Commission
- Outside Agency Funding Review
- Parks and Recreation Board
- Planning and Zoning Commission
- Research Valley Partnership
- Wolf Pen Creek TIF Board
- Zoning Board of Adjustments
- Comprehensive Plan Advisory
- Research Valley Innovation Center Advisory Council
- Library Board

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

N/A

Please list any experience or interests that qualifies you to serve in the positions indicated:

B.S. & M.S. in Wildlife & Fisheries Sciences, 10 years experience in Business Development & Technology Commercialization for TAMU System
Signature of Applicant APPLIED ONLINE Date _____

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Jim Ross

Personal Information

Home Address 702 Putter Ct.
Home Zip Code 77845
Telephone: 979 690 5133
Fax: _____
College Station Resident for 3 years
(Must be a resident of the City to serve)
Subdivision Pebble Creek

Occupational Information

Voter Registration # 10096884
Business Owner? Yes/No
Business Name: Jim Ross State Farm
Occupation: Insurance agent
(If retired, please indicate former occupation)
Email Address: Jim.Ross.QYEP@STATEFARM.COM
Education (optional) B.A. STATEFARM.COM

POSITION SOUGHT: (Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3

Standing Committees

- | | |
|--|---|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of Adjustments & Appeals | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Research Valley Innovation Center Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Landmark Commission | |

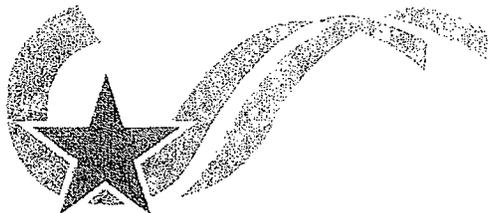
Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Please list any experience or interests that qualifies you to serve in the positions indicated:
Citizen Univ Graduate 2009, Leadership Brazos Graduate 2008
President - Pebble Creek owners Assoc.

Signature of Applicant [Signature] Date 5/25/09
Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/ Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Nick Turner

Personal Information

Home Address 3325 Lodgepole
Home Zip Code _____
Telephone: 324-7184
Fax: _____
College Station Resident for 8 years
(Must be a resident of the City to serve)
Subdivision N/A

Occupational Information

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: Student
(If retired, please indicate former occupation)
Email Address: nturner@gmail.com
Education *(optional)* Bachelor's Degree

POSITION SOUGHT: *(Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.)* **CHOOSE NO MORE THAN 3**

Standing Committees

- | | |
|---|--|
| <input type="checkbox"/> Brazos County Appraisal District. | <input type="checkbox"/> Outside Agency Funding Review |
| <input type="checkbox"/> Cemetery Committee | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Construction Board of
Adjustments & Appeals | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Northgate TIF Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Comprehensive Plan Advisory |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Research Valley Innovation Center
Advisory Council |
| <input type="checkbox"/> Arts Council of the Brazos Valley | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Landmark Commission | |

Parks Board Committees

- Lincoln Center Advisory Committee
 Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Please list any experience or interests that qualifies you to serve in the positions indicated:

Degree in Recreation, Park & Tourism Sciences at TAMU (2008)
previous employee of Parks & Rec dept of Sugar Land, TX
Signature of Applicant Applied online Date _____

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Shane Wendel

Personal Information Occupational Information

Home Address 4706 Williams Creek Dr
Home Zip Code _____
Telephone: 229-4534
Fax: _____
College Station Resident for 12 years
(Must be a resident of the City to serve)
Subdivision Williams Creek

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: Systems Engineer
(If retired, please indicate former occupation)
Email Address: Shane.Wendel@gmail.com
Education *(optional)* B.S. Parks & Rec (TAMU)

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3*

Standing Committees

- Brazos County Appraisal District
- Cemetery Committee
- Construction Board of Adjustments & Appeals
- Northgate TIF Board
- Design Review Board
- Joint Relief Funding Review
- Historic Preservation Committee
- Convention & Visitors Bureau
- Arts Council of the Brazos Valley
- Landmark Commission
- Outside Agency Funding Review
- Parks and Recreation Board
- Planning and Zoning Commission
- Research Valley Partnership
- Wolf Pen Creek TIF Board
- Zoning Board of Adjustments
- Comprehensive Plan Advisory
- Research Valley Innovation Center Advisory Council
- Library Board

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

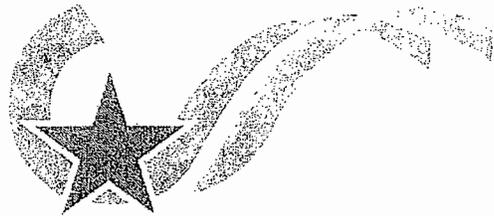
Please list any experience or interests that qualifies you to serve in the positions indicated:

I have studied the inner workings of city government and the functions of these types of boards. I have lived in all types of dwellings and

Signature of Applicant Applied online

Date Citizen University graduate 09

Jail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.



CITY OF COLLEGE STATION

2009 - 2010 Application for City Boards/Commissions/Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Nick Zuniga

Personal Information

Occupational Information

Home Address 102 Hartford Dr
Home Zip Code _____
Telephone: 324-9130
Fax: _____
College Station Resident for 3 years
(Must be a resident of the City to serve)
Subdivision Edelweiss Gardens

Voter Registration # _____
Business Owner? Yes No
Business Name: _____
Occupation: Asst Director, Dept of Ecology & Life
(If retired, please indicate former occupation) TAMU
Email Address: nr2uniga@gmail.com
Education (optional) B.S. Journalism Ball State
PhD Higher Ed Admin

POSITION SOUGHT: (Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3

Standing Committees

- Brazos County Appraisal District.
- Cemetery Committee
- Construction Board of Adjustments & Appeals
- Northgate TIF Board
- Design Review Board
- Joint Relief Funding Review
- Historic Preservation Committee
- Convention & Visitors Bureau
- Arts Council of the Brazos Valley
- Landmark Commission
- Outside Agency Funding Review
- Parks and Recreation Board
- Planning and Zoning Commission
- Research Valley Partnership
- Wolf Pen Creek TIF Board
- Zoning Board of Adjustments
- Comprehensive Plan Advisory
- Research Valley Innovation Center Advisory Council
- Library Board

Parks Board Committees

- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:
Advisor - Brazos Animal Shelter, Soccer Coach - CS Soccer Club
Co-Chair - National Summit on Black & Hispanic Greek Organizations
Member - 2009 TAMU System Symposium Planning Committee

Please list any experience or interests that qualifies you to serve in the positions indicated:
I've spent half of my career in marketing and second half in higher education.
I understand the importance of city services to local businesses and community

Signature of Applicant Applied Online Date members
I have completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.

January 14, 2010
Regular Agenda Item No. 7
BVSWMA Interlocal Cooperation Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding an Interlocal Cooperation Agreement between the City of College Station and the City of Bryan setting out a plan for creating a local government corporation that will own and manage BVSWMA.

Recommendation(s): Staff recommends approval of the Interlocal Cooperation Agreement contingent on like action from the City of Bryan.

Summary: In compliance with the understanding developed through mediation August 20, 2009, the Cities of Bryan and College Station agreed to move from a litigation solution to an amicable joint conciliatory solution of creating an inter-local, quasi-governmental authority (Local Government Corporation – LGC) to manage the Brazos Valley Solid Waste Management Agency's (BVSWMA) assets. An independent attorney was employed to establish this authority.

The Interlocal Cooperation Agreement (ILA) being considered describes the process for the creation of the LGC and the development of agreements as set forth below:

- Creation of the Corporation;
- Development of agreements regarding the transfer of assets of BVSWMA to the Corporation;
- Development of agreement regarding the reimbursement of debt associated with the assets of BVSWMA;
- Development of agreements regarding the operation of the Corporation; and,
- Other agreements related to the financing, operation and management of BVSWMA.

The ILA identifies the two cities' intent to execute one or more agreements to include an "Operations Agreement" and an "Asset Transfer and Debt Reimbursement Agreement" with the Corporation.

Basically, the cities will jointly create the Corporation (Articles of Incorporation) by ordinance or resolutions to be filed with the Texas Secretary of State, and "Bylaws" will be mutually approved by the cities. The Articles and Bylaws will provide for a Board of Directors consisting of seven (7) members, with the City Council for each city appointing three (3) members, and the seventh (7th) member to be selected by an approved process to be set forth in the Articles. The Articles and/or Bylaws shall also provide that the board of Directors of the LGC shall have the authority to select an Executive Director/Chief Executive Office.

Included is an acknowledgement that the LGC will have no authority with respect to BVSWMA and/or the two cities' assets until such assets and any related permits are transferred to the LGC. The ILA also stipulates that the cities agree to negotiate in good faith and enter into an Asset Transfer and Debt Reimbursement Agreement with the Corporation that will set forth various terms and conditions relating to the transfer of the

cities' assets and permits to the LGC and any debt reimbursement related to the transfer of BVSWMA and/or cities' assets.

Through agreement and approval of the ILA, the cities agree that concurrent with the transfer of assets to the Corporation that each city shall take all necessary action to dismiss with prejudice any and all claims that either city has made or could have made against the other city.

The City of Bryan will consider this ILA at their January 12 meeting.

Budget & Financial Summary:

Attachments:

1. Interlocal Cooperation Agreement

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF BRAZOS §

This Interlocal Cooperation Agreement (the "Agreement") is made by and between the City of College Station, Texas ("College Station"), and the City of Bryan, Texas ("Bryan"), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The Cities of College Station and Bryan are collectively referred to herein as the "Cities" or the "Parties" and each is individually a "City or a "Party".

RECITALS:

WHEREAS, the Cities previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003, ("collectively referred to as the "BVSWMA Agreement") relating to the joint use and operation of certain solid waste assets and landfill facilities of the Cities by a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency ("BVSWMA"); and

WHEREAS, the Cities have jointly operated the BVSWMA as undivided one half interest owners pursuant to the BVSWMA Agreement for several years; however, disputes and disagreements have arisen between the Cities resulting in a mediated settlement and a certain Memorandum of Understanding related thereto; and

WHEREAS, to resolve the disagreements and disputes and pursuant to that Memorandum of Understanding, the Cities have decided to jointly create a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency, Inc. (the "Corporation"), which will finance, construct, own, manage and operate the BVSWMA and to which the assets originally contributed by the Cities under the BVSWMA Agreement will be transferred along with other assets of either City as agreed from time to time subject to appropriate agreements; and

WHEREAS, it is the intention of the Cities that this Agreement set forth the general process for: (i) the creation of the Corporation; (ii) the development of agreements regarding the transfer of the assets of the BVSWMA to the Corporation; (iii) the development of agreements regarding the reimbursement of debt associated with the assets of the BVSWMA; (iv) the development of agreements regarding the operation of the Corporation; and (v) any other agreements related to the financing, operation and management of the BVSWMA to be provided jointly by the Cities through the Corporation; and

WHEREAS, subsequent to the execution of this Agreement, the Cities intend to execute one or more agreements including but not limited to an "Operation Agreement" with the

Corporation under which each City will approve the specifics of each City's capital contribution to the Corporation in exchange for the right to use the BVSWMMA and an "Asset Transfer and Debt Reimbursement Agreement" regarding the transfer of the assets of the BVSWMMA; and

WHEREAS, it is the intention the Cities that each City shall equally share in the financial assurances for the operation and liabilities of the Corporation; and

WHEREAS, the Cities agree that, to the extent any payments are required hereunder, such payments shall be from current revenues or other lawful funds available to the paying party.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to describe the process for the creation of the Corporation and the development of agreements related to the financing, operation and management of the BVSWMMA to be provided jointly by the Cities through the Corporation, and to evidence the agreement of the Cities to jointly establish a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Brazos Valley Solid Waste Management Agency Inc. to own, operate and manage and the BVSWMMA.

**Article II
Creation of Local Government Corporation**

2.1 The Cities will jointly create the Corporation under the Act for the purpose of establishing joint ownership, operation and use of the BVSWMMA in accordance with the terms and provisions of this Agreement. To this end, the Cities agree to have prepared and formally approve by ordinance or resolution of their respective City Council, and to cause to be filed with the Texas Secretary of State, the Articles of Incorporation of the Corporation (the "Articles") to be mutually approved by the Cities. The Corporation following its formation shall be governed by bylaws (the "Bylaws") also to be mutually approved by the Cities.

2.2 The Articles and Bylaws shall provide for the a Board of Directors consisting of seven (7) members, with the City Council for each City appointing three (3) members, and the seventh (7th) member to be selected by an approved process to be set forth in the Articles. The Articles and Bylaws shall set forth the qualifications and terms of office for the Directors

2.3 The Articles shall provide that the Corporation shall have all of the powers provided by law as a non-profit corporation and a local government corporation under the Act with the authority to generally do anything reasonable and necessary relating to the management and operation of municipal solid waste landfills, inclusive of composting operations, and recycling. The Articles may also provide for certain powers to be reserved to the Cities, which

may include approval of amendments to the Articles and Bylaws and the issuance of debt by the Corporation.

2.4 The Article and/or the Bylaws shall provide that the Board of Directors of the Corporation shall have the authority to select an Executive Director/Chief Executive Officer.

Article III Asset Transfer and Debt Reimbursement Agreement

Upon creation of the Corporation, the Cities agree to negotiate in good faith and enter into an Asset Transfer and Debt Reimbursement Agreement with the Corporation that will set forth various terms and conditions relating to the transfer of the BVSWMA assets and permits, (including any other assets as may be agreed by the Cities) to the Corporation and any debt reimbursement related to the transfer of BVSWMA assets.

Article IV Operation Agreement

Upon creation of the Corporation, the Cities agree to negotiate in good faith and enter into an Operation Agreement with the Corporation to provide for the operation and management of the Corporation, including contracting for the use of City employees, and the transition of such personnel as employees of the Corporation.

Article V Settlement of Litigation

The Cities agree, that concurrent with the transfer of the BVSWMA assets to the Corporation that each City shall take all necessary action to dismiss with prejudice any and all claims that either City against the other City in *City of Bryan, Texas v. City of College Station, Texas* Cause No. 08-021626-CV-272 in the 272nd District Court of Brazos County, Texas.

Article VI Miscellaneous

6.1 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective party at the following address:

If intended for City of College Station:

City of College Station, Texas
Attn: Ben White, Mayor
1101 Texas Avenue
College Station, Texas 77840

With copy to:

City Attorney

If intended for City of Bryan:

City of Bryan, Texas
Attn: D. Mark Conlee, Mayor
300 South Texas Avenue
Bryan, Texas 77803

With copy to:

City Attorney

6.2. **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.3. **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.4. **Exhibits:** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.5. **Recitals:** The recitals to this Agreement are incorporated herein.

6.6. **Amendment:** This Agreement may be amended by the mutual written agreement of all parties hereto.

6.7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.8. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9. **Legal Construction:** In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10. **Assignment:** Neither Party may assign this Agreement without the prior written consent of the other Party.

6.11. **Consents:** Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay or deny such consent or approval.

6.12. **Good Faith Negotiation; Dispute Mediation:** Whenever a dispute or disagreement arises under the terms of this Agreement the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation prior to engaging in litigation.

6.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 **Termination.** The Agreement shall become effective on the last date of execution hereof (the "Effective Date") and shall continue on an annual basis until each City has fully satisfied its respective obligations hereunder, unless sooner terminated as provided herein. This Agreement may be terminated by the mutual written agreement of the parties, or by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof.

(Signature page to follow)

EXECUTED this _____ day of _____, 2009.

CITY OF COLLEGE STATION, TEXAS

By: _____
Ben White, Mayor

APPROVED AS TO FORM

ATTEST:

By: _____
City Attorney

By: _____
City Secretary

EXECUTED this _____ day of _____, 2009.

CITY OF BRYAN, TEXAS

By: _____
D. Mark Conlee, Mayor

APPROVED AS TO FORM

ATTEST:

By: _____
City Attorney

By: _____
City Secretary