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Mayor
Nancy Berry
Mayor Pro Tem
John Crompton
City Manager
Glenn Brown

Council members
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, July 22, 2010 at 6:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 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. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion of minutes for July 8, 2010 Workshop and Regular Meetings.
- b. Presentation, possible action, and discussion regarding a claim and release of liability settlement between the City of College Station and The Heil Company dba Heil Environmental and Heil of Texas, Inc., related to repair of Heil Sanitation Truck fleet number 72-24, following a fire on April 16, 2010.
- c. Presentation, possible action, and discussion regarding a resolution approving award of a Professional Services Contract for the design of the Royder Road and Greens Prairie Trail Improvements to Kimley-Horn and Associates, Inc., in the amount of \$96,400.

d. Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed PY 2010-2014 Consolidated Plan and FY 2010 Annual Action Plan and Budget.

~~e. Presentation, possible action, and discussion regarding modifications and revisions to Chapter 10 "Traffic Code", Section 6 (A) "Definitions" and 6 (B) "Regulations" as it relates to parking, standing or storing of trailers in residential areas. **Item has been pulled**~~

f. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

g. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$40,000 to Reynolds and Reynolds, Inc.

h. Presentation, possible action, and discussion on entering into the following two items:

1. a development agreement between the City of College Station and CVCS, LLC for design of and payment for temporary construction access from Harvey Mitchell Parkway to the Campus Village development; and
2. a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and Texas Department of Transportation (TxDOT) for city contributions to transportation improvement project to wit: a temporary construction access from Harvey Mitchell Parkway to the Campus Village development.

i. Presentation, possible action, and discussion approving a resolution awarding a construction contract to Brazos Valley Services in the amount of \$536,205.36 for the Hike & Bike Trail Completion project along FM 2818.

j. Presentation, possible action, and discussion on a Resolution authorizing banners for Copy Corner recognizing the Wind Watts program

Regular Agenda

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

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

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

1. Presentation, possible action, and discussion on capital project funding for the City of College Station.
2. Presentation, possible action and discussion regarding an appeal by Ken and Kimberly Reynolds to the City Council on a variance request denied by the Cemetery Committee for the placement of a monument exceeding size restrictions in the College Station Cemetery.
3. Public Hearing, presentation, possible action and discussion concerning approval to proceed with bidding for improvements to Tauber and Stasney Streets from University Drive to Cherry Street.
4. Public Hearing, presentation, possible action and discussion concerning approval to proceed with engineering services for the extension of Jones-Butler from Luther Street to George Bush Drive.
5. Public Hearing, presentation, possible action and discussion concerning approval to advertise the Barron Road Widening Phase 2 Project for construction bids.
6. Public Hearing, presentation, possible action, and discussion regarding 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, specifically rezoning for Spring Creek Retail and Office Center from A-O, Agricultural Open to PDD, Planned Development District for 5 acres located at 1850 William D. Fitch Parkway.
7. Public hearing, presentation, possible action, and discussion regarding 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, specifically rezoning for a portion of Lot 1, Block 3 and a portion of Lots 34-36, Block 2 of the Spring Creek Garden Subdivision from A-P Administrative Professional and R-1 Single Family Residential to PDD, Planned Development District for 0.8625 acres located East of the intersection of Candace Court and Decatur Drive.
8. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 12.5 feet (1,679.7 square feet) of a 20-foot wide public utility easement, which is located on Lot 1R of Block 2A of the College Park Subdivision according to the plat recorded in Volume 8582, Page 96 of the Deed Records of Brazos County, Texas.
9. Presentation, possible action, and discussion regarding the formation of two committees to assist with the Medical Corridor project.

10. Council Calendar

- | | |
|------------|--|
| July 23-24 | TML Newly Elected Officials Conference in Irving |
| July 24 | Ribbon Cutting Celebration-Pleasant Grove Baptist Church at Pleasant Grove Baptist Church-1216 Detroit Street, 2:00 p.m. |
| August 1 | Opening Ceremonies for the USA/ASA Girls 16 & Under "A" Fast Pitch National Tournament at Wold Pen Creek Amphitheater, 6:15 p.m. |
| August 3 | Town Hall Meetings with City Councilman Jess Fields at Conference Center, 7:30 p.m. |
| August 5 | Planning & Zoning Meeting in Council Chambers, 6:00 p.m. |
| August 11 | CSISD New Employee Luncheon at Pebble Creek Country Club, 11:45 a.m. |
| August 11 | Council Budget Workshop in Council Chambers, 3:00 p.m. |
| August 12 | Council Workshop/Regular Meeting in Council Chambers, 3:00 & 7:00 p.m. |

11. 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:

Litigation

- a. City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- b. 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
- c. Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- d. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- e. Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- f. Clancey v. College Station, Glenn Brown, and Kathy Merrill

Legal Advice

- a. Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- b. Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.

12. Adjourn.

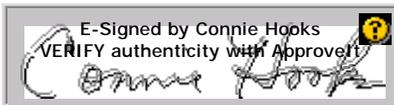
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, July 22, 2010 at 6:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 19th day of July, 2010 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said

Thursday, July 22, 2010

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 July 19, 2010 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 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.

July 22, 2010
Consent Agenda Item Number 2b
Heil Environmental/Heil of Texas Settlement & Release of Liability

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion regarding the release of liability on The Heil Company dba Heil Environmental and Heil of Texas, Inc.; and settlement between the City of College Station and Heil related to repair of City-owned Heil Sanitation Truck fleet number 72-24, following a fire on April 16, 2010.

Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently

Recommendation(s): The City of College Station Risk Management Department recommends approval of the settlement agreement and a full release of liability on Heil as shown in the attached release. The City of College Station Legal Department has reviewed, amended, and approved the release.

Summary: A City-owned Heil Sanitation Truck (2008 model: original cost @\$223,706.00) burned April 16, 2010. Risk Management requested a Fire Marshall investigation as to cause. The investigation included Fire Marshall Raymond Olsen and Safety Officer Dwayne Walters. A defective fitting was determined to have contributed significantly to the fire. Risk Management, with the Fleet Department and Public Works, presented evidence to Heil of Texas along with a request for Heil's participation in the cost of repair. Heil of Texas Representative John Davis forwarded the information to Heil Environmental. Heil's response to our request for their participation in the repair is as follows:

Original damage estimate: \$106,844.57, including parts, labor, freight. Includes all new parts including cab assembly; no after-market parts.

Final proposed settlement:

- Heil Environmental to pay \$62,149.94
- Heil of Texas to pay \$6,188.07
- The City to pay \$38,506.56 parts including cab assembly, core and freight
- Responsibility split: Heil 58.2%, Heil of Texas 5.8%, City of College Station 36%

Budget & Financial Summary: Funds are available in the FY10 budget in the Property/Casualty Fund to pay the City's portion of the repair cost.

Attachments:

1. Copy of Settlement Agreement and Release of Liability

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (hereinafter "Release") is executed by the **City of College Station, Texas**, a Texas Home-Rule Municipal Corporation located at 1101 Texas Avenue, College Station, Texas 77842 (hereinafter "City" or "Releasor"), to release **The Heil Co. d/b/a Heil Environmental** (hereafter "Heil" or "Releasee") for the consideration provided below under the terms and conditions set forth herein.

The City, in consideration of: (i) a cash payment of **TWENTY SIX THOUSAND SIXTY THREE DOLLARS AND SEVEN CENTS (\$26,063.07)**, and (ii) parts and services provided by its authorized dealer, Heil of Texas with a value of **FORTY TWO THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND NINETY FOUR CENTS (\$42,274.94)** comprising a total consideration value totaling **SIXTY EIGHT THOUSAND THREE HUNDRED THIRTY EIGHT DOLLARS AND ONE CENT (\$68,338.01)**, the receipt and sufficiency of which is hereby acknowledged, does hereby and for its agents, principals, insurers, representatives, executors, administrators, successors, assigns, attorneys, subrogates, suborders and any and all other persons, firms, corporations, associations and other legal entities ("Releasors") forever, fully and unconditionally release and discharge Heil, its directors, officers, employees, servants, agents, representatives, successors in interest, predecessors in interest, subsidiaries, principals, attorneys, dealerships, service centers, subcontractors and suppliers, and all others acting for or on behalf of Heil, both known and unknown ("Releasees"), from any and all suits, causes of action, demands, rights and claims for damages, losses, injuries, costs, interest, attorneys fees, compensation, lost wages, medical expenses, claims for economic loss, expenses and other relief of any nature whatsoever, that the Releasors now have or may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen injuries, losses, expenses and damages and the consequences thereof resulting, or to result from the matters which are the subject of the claim for damages by City in any way related to the incident that resulted in a vehicle fire which occurred on or about April 16, 2010 to the refuse collection vehicle with an Autocar chassis having a VIN# of 5VDC6KE48H206460 and a Heil Body having a Serial Number of HPS4952414 (the "Claim").

It is understood and agreed that this Release is intended to cover, and does cover, all known and unknown damages, injuries and claims arising out of the fire incident Claim

described above and the consequences thereof. It is the intention of the parties that this Release will forever bar any actions or claims whatsoever which arise or which might arise out of the Claim, and that no lawsuit will ever be instituted, nor will any other claim ever be asserted against any Releasee for any damages or injuries, whether known or unknown, sustained or to be sustained, that relate to matters released herein.

Each party to this Release acknowledges that they may have sustained damages, losses, fees, costs, or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs, or expenses as the party may have sustained might give rise to additional damages, losses, fees, costs, or expenses in the future. Each party to this agreement nevertheless acknowledges and agrees that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, and costs, or expenses.

It is understood and agreed that this Release is a full accord and satisfaction and the compromise of doubtful and disputed claims, and that it is not to be construed as an admission of liability or wrongdoing on the part of the Releasees.

The Releasers understand and agree that the above-referenced sum constitutes the whole consideration for this Release. It is further understood that this Release contains the final and entire agreement of the parties and supersedes all prior agreements, negotiations and understandings of the parties.

It is understood and agreed that in consideration of the above payment, the Releasers will fully pay and satisfy any and all liens or subrogation claims, including but not limited to insurance claims and/or medical and Workers' Compensation liens that currently exist or that may be asserted in the future.

The Releasers represent, agree, and warrant that:

- (i) The City has not assigned, conveyed or transferred in any manner, including by operation of law, any portion of any claim, right, action or cause of action against the Releasees that the Releasers have or may have arising out of the Claim and/or the consequences thereof.
- (ii) The City has the full right, power and authority to compromise all claims against Releasees and to fully release Releasees for any claim, right, action or cause of action or any portion of any claim, right, action or cause of action against the

Releasees that the Releasors have or may have arising out of the Claim and/or the consequences thereof.

- (iii) The City has carefully read this Release, knows and understands its contents and meaning, has had the opportunity to consult with an attorney of its choice, and this Agreement was signed of its own free will.

This Agreement may be executed in one or more multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

This Release shall be construed and interpreted in accordance with the laws of the State of Texas.

THE HEIL COMPANY

CITY OF COLLEGE STATION

By: *Geo. J. Paturski*

By: _____
Mayor

Printed Name: George J. Paturski

Title: Corporate Director of Risk Mgmt & Asst. Secty

Date: _____

Date: 7/13/10

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

Alan C. Falso

City Attorney

Date

Chief Financial Officer

Date

July 22, 2010
Consent Agenda Item No. 2c
Royder Road and Greens Prairie Trail Improvements
Design Contract
Project Number ST1037

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving award of a Professional Services Contract for the design of the Royder Road and Greens Prairie Trail Improvements to Kimley-Horn and Associates, Inc., in the amount of \$96,400.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of this professional services contract.

Summary: Kimley-Horn and Associates, Inc. was contacted to submit a proposal for designing the project based upon their experience of designing the Greens Prairie Elementary School site (grading, drainage, parking, driveways, streets on the school site, and utilities), and their prior experience of designing other roadway projects similar in size and scope to this project.

College Station ISD (CSISD) is presently constructing Greens Prairie Elementary School located on the southwest corner of Royder Road. The elementary school is scheduled to open in August 2011. Royder Road south of Greens Prairie Trail is an existing 2-lane asphalt and gravel road, and will provide access to staff parking and the bus entrance at the elementary school. The driveway for the student drop-off will be located off Greens Prairie Trail.

The school district completed a traffic impact analysis (TIA) as part of the design of the new facility. The TIA recommended minimal improvements to Royder and Greens Prairie Trail. However, CSID intends to improve Royder Road to provide reliable access to site. Additionally, the Unified Development Ordinance requires that CSISD construct a deceleration lane along Greens Prairie Trail to help facilitate traffic into the site.

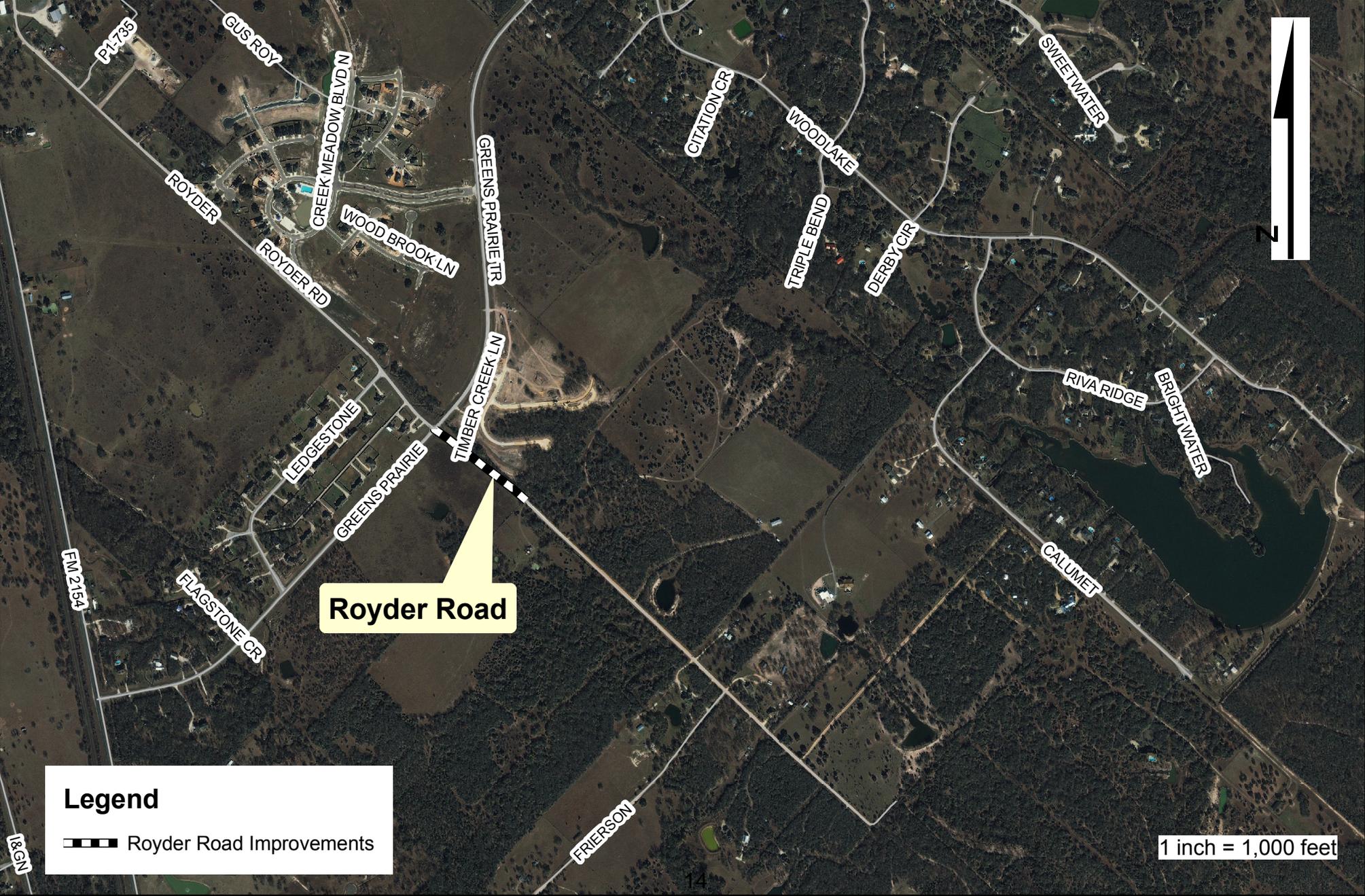
In addition to the improvements planned by the school district, Staff feels a dedicated left turn into the site for westbound traffic along Greens Prairie Trail is necessary to ensure that vehicles turning left into the school do not adversely impact the flow of traffic along Greens Prairie Trail.

Budget & Financial Summary: The current budget for this project is \$1,000,000.00. No funds have been spent or encumbered to date. The P.O. for the project design is \$96,400.

Attachments:

- 1.) Project Map
- 2.) Resolution

Royder Road Project Location Map



Legend

--- Royder Road Improvements

1 inch = 1,000 feet

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ROYDER ROAD AND GREENS PRAIRIE TRAIL IMPROVEMENTS PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the Engineering Design and Construction Phase Services and

WHEREAS, the selection of Kimley-Horn and Associates, Inc. is being recommended as the most highly qualified provider of the Engineering Design and Construction Phase Services; now, therefore,

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

PART 1: That the City Council hereby finds that Kimley-Horn and Associates, Inc. is the most highly qualified provider of the services for Royder Road and Greens Prairie Trail Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Kimley-Horn and Associates, Inc. for an amount not to exceed \$96,400.00 for the Engineering Design and Construction Phase Services related to the Royder Road and Greens Prairie Trail Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$96,400.00.

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

July 22, 2010
Consent Agenda Item No. 2d
Community Development PY 2010 – 2014 Consolidated Plan and
FY 2011 (PY 2010) Action Plan and Budget

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a resolution adopting the City's proposed PY 2010-2014 Consolidated Plan and FY 2010 Annual Action Plan and Budget.

Relationship to Strategic Goals: Goal I.5 Develop revenue streams independent of the General Fund; Goal II. 1 Preserving and restoring older neighborhoods; Goal III. 12 Housing affordability

Recommendation(s): Staff recommends approval of a resolution adopting the proposed Consolidated Plan and Annual Action Plan and Budget, authorizing new allocations and expenditure of remaining balances, and for the City Manager to execute all necessary documents.

Summary: The action requested is approval of a resolution adopting the proposed PY 2010-2014 Consolidated Plan and FY 2011 Annual Action Plan and Budget as presented at the June 24, 2010 Council Meeting. The U.S. Department of Housing and Urban Development (HUD) requires the Plan and Budget be received by August 16th, therefore approval is required on this agenda to meet the required application deadline. Amounts available in the coming year include \$1,229,074 in Community Development Block Grant (CDBG) funds, \$713,634 in HOME Investment Partnership Grant (HOME) funds, and various carry-over amounts from previous grant allocations.

Council reviewed the draft PY 2010-2014 Consolidated Plan and FY2011 Annual Action Plan and Budget at its June 22nd meeting. A public comment period has been completed and comments received are included in the Plan. The Plans were developed with input received from a series of public hearings, program committee meetings, needs assessment studies, and citizen surveys.

Plan goals and objectives were developed in accordance with the Department's Strategic Business Plan to best meet the unique needs of lower-income citizens, and to provide support for families working towards self-sufficiency. Each year, the City must submit to HUD an Action Plan that includes descriptions of projects and activities to be carried out with grant funding. The proposed Annual Action Plan and Budget were developed in accordance with all applicable grant requirements and are now being presented for approval.

CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blight, and/or; (3) meet an urgent need. The City has traditionally used these funds for a variety of activities, including: affordable housing programs (homebuyer assistance, security deposit assistance, rehabilitation, replacement housing, new construction, and minor repairs); funding of direct services to low-income families; acquisition; demolition; code enforcement; commercial rehabilitation; and park, street, infrastructure and public facility improvements in low-income areas of the City.

Budget & Financial Summary: See attached financial summaries for the proposed FY 2010 Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed PY 2010-2014 Consolidated Plan and FY 2011 Plan and Budget.

Attachments:

1. Proposed FY 2011 Community Development Budget Summary
2. Plan Development Process Summary
3. Proposed FY 2011 Public Service Funding Recommendations
4. Proposed FY 2011 Public Facility Funding Recommendations
5. FY 2010 Community Development Goals
6. Comments on Proposed PY 2010-2014 Consolidated Plan and FY 2011 Annual Action Plan and Budget
7. Resolution for PY 2010-2014 Consolidated Plan
8. Resolution for FY 2011 Annual Action Plan and Budget

Attachment 1: FY 2011 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$122,159	\$0	\$122,159
Demolition	\$10,000	\$0	\$10,000
Acquisition	\$350,410	\$0	\$350,410
Interim Assistance	\$5,000	\$0	\$5,000
Homebuyer Assistance	\$23,830	\$179,988	\$203,818
CHDO	\$448,532	\$107,045	\$555,577
New Construction	\$361,748	\$280,238	\$641,986
Housing Services	\$0	\$30,000	\$30,000
Code Enforcement (PDS)	\$20,584	\$68,100	\$88,684
Code Enforcement (ECD)	\$36,899	\$0	\$36,899
Tenant Based Rental Assistance	\$16,566	\$75,000	\$91,566
CHDO Operating Expenses	\$87,585	\$0	\$87,585
Public Service Agency (See Attachment 3)	\$0	\$164,094	\$164,094
Public Facility (See Attachment 4)	\$44,439	\$770,229	\$814,668
Grant Administration	\$0	\$268,014	\$268,014
CDBG & HOME Total Proposed			\$3,470,460
Recaptured Funds/ Program Delivery			\$650,000*
Total Community Development Budget			\$4,120,460

*To be utilized for New Construction

Attachment 2: Consolidated Plan and Budget Development Process Summary, FY 2011

<u>Event</u>	<u>Date</u>
Surveys developed and designed	Oct.-Dec. 2009
Distribution of Community Needs Survey	Jan.-Mar. 2010
Building Conditions Survey conducted	Feb.-Mar. 2010
Human Service Agency Survey administered to agencies Participating in quarterly Community Partnership Board (CPB) meeting	February 2010
Pre-application workshop for agencies	Feb. 12, 2010
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar.16, 2010
Public meeting at Neighborhood Seminar Supper	Mar. 22, 2010
Community Discussion Groups held for 2010 Brazos Valley Health Status Assessment	Mar.-Apr. 2010
Discussion Groups with community stakeholders	Apr. 1, 2010 Apr. 6, 2010 Apr. 7, 2010
JRFRC Public Service Agency review meetings	Apr. 8, 2010 Apr. 15, 2010 Apr. 22, 2010 Apr. 29, 2010 May 6, 2010 May 13, 2010 May 20, 2010 May 21, 2010
JRFRC Public Service Agency public hearings	May 25, 2010 May 26, 2010
30-Day Public Comment Period begun	June 21, 2010
First presentation of Consolidated Plan and Budget to City Council	June 24, 2010
Public hearing to present proposed Consolidated Plan and Budget (Lincoln Center)	July 6, 2010
Final presentation and adoption of Consolidated Plan and Budget by Council	July 22, 2010

Attachment 3: FY 2011 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Brazos Valley Food Bank	Backpack Program	\$22,325	\$22,325	Supplies-Food	737 \$30.29	CS
Twin City Mission, Inc.	The Bridge Shelter Case Manager/Client Assistance Program	\$35,031	\$35,031	Case Manager Direct Salary/Client Assistance	550 \$63.69	Bryan
Family Promise of Bryan-College Station	BV Innkeepers Case Management	\$20,000	\$20,000	Personnel	14 \$1,428.57	Bryan
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Drop-in Center	\$29,873	\$29,873	Salary (No Fringe), Utilities, Auto, Maintenance, Food	45 \$663.84	CS
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$25,000	\$25,000	Medical Supplies, Vitamins, Medicine	1,020 \$24.50	CS
Voices for Children	Court-Appointed Special Advocates	\$23,716	\$23,716	Volunteer Coordinator, Outreach and Recruitment Director	280 \$84.70	CS
Brazos County Rape Crisis Center, Inc., dba Sexual Assault Resource Center (SARC)	Individual Counseling and Accompaniment	\$21,600	\$21,600	Direct Aid	150 \$144.04	Bryan & CS
Unity Partners dba Project Unity	Safe Harbor Supervised Visitation Program	\$25,000	\$25,000	Personnel, Fringe, Space Rental, Security	315 \$79.36	Bryan
Big Brothers Big Sisters of Central Texas	BBBS of Brazos Valley	\$12,000	\$12,000	Personnel	278 \$43.16	CS
Total		\$214,545	\$214,545			

City Department Programs		
Kids Klub		\$25,000 CS
Lincoln Center		\$13,800 CS

Attachment 4: FY 2011 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
College Main Street Rehabilitation	\$398,000*	Funds will be used to rehabilitate 230 feet of College Main between the City limit line and approximately halfway between Spruce and Cherry Streets. The project scope will include the replacement of existing roadway, sidewalks, and drainage infrastructure. Prior year funds will be used for project delivery costs including staff salaries and benefits to monitor the project.
George K Fitch Park Improvements	\$104,750*	Funds will be used to construct a lighted jogging path and plant trees. Prior year funds will be used for project delivery costs including staff salaries and benefits to monitor the project.
W.A. Tarrow Park Improvements	\$61,250*	Funds will be used to install new playground equipment. Prior year funds will be used for project delivery costs including staff salaries and benefits to monitor the project.
Mixed Use Development	\$249,418**	Funds will be used in conjunction with private funds for infrastructure improvements needed for the construction of a mixed-use development on Holleman Drive. The specific use of funds will be determined and committed through a development agreement for the project. Prior year funds will be used for project delivery costs including staff salaries and benefits to monitor the project.
Total	\$813,418	

*\$1,250 - Prior Year Funds

**\$40,689 - Prior Year Funds

Attachment 5: PY 2010 – 2014 Community Development Goals

Housing

Goal: Ensure adequate housing assistance for lower income homeowners.

Strategies:

- Encourage and facilitate maintenance of residential units by L/M income homeowners through residential rehab loans.
- Acquire real property for future development of affordable housing, parks, or other activities that enhance neighborhoods.
- Encourage and facilitate the removal and replacement of dilapidated structures and/or address community emergencies.
- Utilize code enforcement regulations to maintain the integrity of older neighborhoods.

Goal: Retain and expand affordable housing opportunities for low- and moderate-income homebuyers.

Strategies:

- Encourage and support programs and projects that provide financial assistance to L/M income purchasers of existing or new affordable homes.
- Encourage and support programs and projects that provide education and counseling to lower-income home-owners and homebuyers.
- Encourage and support programs and projects that construct new housing units for L/M homebuyers.

Goal: Ensure adequate affordable rental housing opportunities for low- and moderate-income families and individuals.

Strategies:

- Encourage and facilitate the rehabilitation of affordable rental units.
- Encourage and facilitate the construction of new affordable rental units.

Homelessness and Special Needs

Goal: Address the needs of homeless persons to make the transition to permanent housing and independent living and help families avoid becoming homeless.

Strategies:

- Preventing homelessness:
 - Provide assistance for low-income households to secure and sustain safe, decent affordable housing.
- Outreach and assessment:
 - Foster coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. Use this information to target and improve service provision.
- Emergency and transitional shelter:
 - Encourage and support programs and agencies that supply or seek out emergency and/or transitional shelter for families and individuals.
- Transition to permanent housing and independent living:
 - Assist homeless persons in meeting various human and health service needs as well as provide training and counseling opportunities to help with the transition to self-sufficiency.

Goal: Ensure adequate affordable housing opportunities and supportive services for the lower income special needs populations.

Strategy:

- Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

Non-Housing

Goal: Encourage and support the delivery of health and human services to assist families in reaching their fullest potential.

Strategies:

- Encourage and support nonprofit providers of health care, dental care, and mental health care to deliver programs to qualified L/M families/persons.
- Encourage continued development and facilitate development of new or enhanced senior citizen programming.
- Facilitate development of affordable childcare and youth programs.
- Ensure that the provision of other health and human services is approached within a comprehensive framework to enable families and individuals in breaking the cycle of poverty.
- Encourage new or enhanced transportation programs that assist L/M income persons to address their mobility needs.

Goal: Provide safe, secure, and healthy environments for families and individuals.

Strategies:

- Improved accessibility to programs serving L/M income individuals and families through rehabilitation or expansion of public or private facilities.
- Rehabilitation and expansion of infrastructure including water and sewer lines, street, and sidewalk, and flood drain improvements.
- Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
- Improve transportation facilities to increase the accessibility of health and human services and basic needs for L/M income persons.

Goal: Development of a strong and diverse economic environment to break cycle of poverty.

Strategies:

- Rehabilitate and/or develop new spaces for businesses to better realize job creation.
- Support and expand community wide training and employment activities targeting low/mod households.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A FIVE-YEAR CONSOLIDATED PLAN AND ESTABLISHING A COMMUNITY DEVELOPMENT PROGRAM AS DESCRIBED IN CHAPTER 373 THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, desires to utilize federal Community Development Block Grant and HOME Investment Partnership Grant funds to: (1) improve the living and economic conditions of persons of low and moderate-income; (2) benefit low or moderate-income neighborhoods; (3) aid in the prevention or elimination of slum and blighted areas; and (4) meet other urgent community development needs; and

WHEREAS, the City Council of the City of College Station, Texas, has: (1) identified areas of the City in which predominantly low and moderate income persons reside; (2) established areas in which community development activities is proposed; (3) prepared and adopted a plan under which citizens may publicly comment on the proposed community development activities; (4) conducted public hearings on the proposed activities; and (5) adopted the community development program by resolution; 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 2010-2014 Consolidated Plan and designates the City Manager has the signature authority for all applicable and required documents, and;

PART 2: That the City Council hereby approves the adoption of the above referenced Community Development Program as defined and described in Chapter 373 of the Texas Local Government Code, also known as the Texas Community Development Act of 1975, and;

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

ADOPTED this _____ day of July 2010.

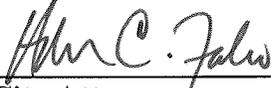
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE FISCAL YEAR 2011 ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,229,074 in Community Development Block Grant (CDBG) funds and \$713,634 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in fiscal year 2011 and has prepared a Fiscal Year 2011 Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that will be approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Fiscal Year 2011 Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Fiscal Year 2011 Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Fiscal Year 2011 Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the City Manager to sign all required applications, certifications, evaluations, and other forms required by HUD for the Fiscal Year 2011 Action Plan and Community Development Budget on behalf of the City of College Station.

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

ADOPTED this _____ day of July 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Attachment 6: Comments on Proposed PY 2010-2014 Consolidated Plan and FY 2011 Annual Action Plan and Budget

Comments from March 16th, 2010 Public Hearing

Comments
MHMR appreciates the City of College Station supporting the use of 15% of CDBG funds for public service agencies. We ask you continue this effort.
Voices for Children, Inc. CASA of Brazos Valley appreciates the City of CS supporting the use of 15% of CDBG grant for Public Service Agencies.
Request City Council continue to fund at 15%. Plan Needs: 1) Homeless, victims of domestic violence are still great needs; 2) Jobs with increase wages; 3) Food for those in need; 4) Health care for indigent; and 5) tenant rental assistance.
I strongly support continuing the use of CDBG funds to support local agencies serving low-income citizens. This is especially important in these difficult economic times.
We strongly support the cities continuing to earmark 15% of its allocation for Public Services. CDBG Public Services funds have enabled the Brazos Valley Food Bank to expand its vitally important Backpack Program. Our Backpack Program allows us to fill the gap for food on the weekends that children who are eligible for free and/or reduced lunch would otherwise experience. Programs like our Backpack Program need local dollars to expand and succeed. Before we had CDBG Public Services funds, we collaborated with one school on this program. Because of CDBG Public Services funds, we are now working with fifteen (15) different schools, positively impacting the lives of over 450 food insecure students each week of the school year.
Voices for Children appreciates the 15% of HUD funding that the cities have allotted to Public Service Agencies each year and encourage the City of College Station to continue that same level of support in the future. It has been crucial to the backbone support for Voices for Children along with other social service organizations.

Comments from July 7th, 2009 Public Hearing (Presentation of Draft Plan)

Comments
The issues listed in the Consolidated Plan are still of major importance to Twin City Mission. The Mission has not been able to put any of these goals to rest and therefore must continue to work towards a better community. The Mission encourages both cities to continue to support the local service providers with the 15% allocation.

Comments from the 30-Day Public Comment Period

Comments

July 22, 2010
Consent Agenda Item No. 2e
Revised Ordinance – Chapter 10 Traffic Code
Related to Parking Regulations in Residential Areas

To: Glenn Brown, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding modifications and revisions to Chapter 10 "Traffic Code", Section 6 (A) "Definitions" and 6 (B) "Regulations" as it relates to parking, standing or storing of trailers in residential areas.

Relationship to Strategic Goals: Goal II.2 Resolution to parking in residential areas.

Recommendation(s): N/A

Summary: This item is a follow up to Council initiated discussion as it relates to the regulations of parking trailers in residential areas.

The current Ordinance prohibits the parking, storing or standing of trucks, truck tractors or trailers in residential areas for other than the actual loading or unloading of goods or passengers. It further prohibits the parking, storing or standing of trucks, truck tractors or trailers in residential lawns or driveways for other than the actual loading or unloading of goods or passengers.

We are proposing the adoption of an ordinance amending Chapter 10, "Traffic Code", Section 6 (A) "Definitions" and 6 (B) "Regulations" of the Code of Ordinances. The revisions include a definition added to section 6 (A) "Person" - **Any owner, occupant, or person in charge of property used for residential purposes.**

Section 6 (B) has been revised by breaking the regulations into 4 main categories which include, (1) **Residential Areas**, (2) **Residential Yards, Lawns and Driveways**, (3) **Residential Street Parking**, and (4) **Motor Vehicle Parking**. This will help organize the Ordinance and allow for easier understanding of the regulations.

Section 6 (B)(2) b. has been revised to read, It shall be unlawful for a person to permit the parking, standing, or storing of trailers in residential yards or lawns, **excluding driveways**, for other than actual supervised loading or unloading of goods or passengers.

Budget & Financial Summary: N/A

Attachments:

1. Final copy of an Ordinance Amending Chapter 10 "Traffic Code" Section 6 (A) and 6 (B).
2. Copy of Current Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 6 (A) "DEFINITIONS" AND 6 (B) "REGULATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2000.00). Each day any such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinances, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2010.

APPROVED:

ATTEST:

MAYOR

CITY SECRETARY

APPROVED:



CITY ATTORNEY

Exhibit "A"

That Chapter 10 "Traffic Code" is hereby amended by amending Section 6 (A), "Definitions" and Section 6 (B), "Regulations" of Ordinances of the City of College, Station and is to read as follows:

CHAPTER 10 TRAFFIC CODE**SECTION 6: PARKING, STANDING, OR STORING OF RECREATIONAL VEHICLES, TRAILERS OR TRUCKS IN RESIDENTIAL AREAS****A. DEFINITIONS**

- (1) Camper – A separate vehicle designed for human habitation which can be attached and detached to or towed by a motor vehicle.
- (2) Driveway – Any paved concrete, asphalt, gravel and/or other impervious surface area on a lot designed and required to provide direct access for vehicles between a street and private garage, carport, or other permitted parking space, or parking area or loading area, garage and attached or detached accessory building located on a lot developed with a residential dwelling used by the occupant of the premises principally for, but not limited to, the storage of passenger vehicles or other vehicles and equipment. Driveways or paved parking areas must be substantially free from grass, weeds, or other vegetation and must be adequately maintained.
- (3) Motor Home – A self contained vehicle designed for human habitation with its own motive power and with a passageway from the body of the home to the driver and front passenger seats.
- (4) Motor Vehicle – A self-propelled device in, upon or by which any person or property is or may be transported.
- (5) Person – Any owner, occupant, or person in charge of property used for residential purposes.
- (6) Recreational Vehicle – Any motor vehicle or trailer designed or used as a travel trailer, camper, motor home, tent trailer, boat, boat trailer, camping trailer, or other similar purposes.
- (7) Residential area or residential lot – Shall mean any area or lot occupied by residential dwellings though the area may be zoned for used other than residential.
- (8) Trailer – A vehicle without motive power designed for carrying persons, animals, or property on its own structure and to be drawn by a vehicle with motive power. The term shall include, but not be limited to, semi-trailer, and utility trailer. Trailer shall not include any trailer defined as a recreational vehicle.

- (9) Truck – Means any motor vehicle designed, used or maintained primarily for the transportation of property, which a manufacturer’s rated carrying capacity exceeding two thousand (2,000) pounds.
- (10) Truck-tractor – Means any motor vehicle designed or used primarily for drawing other vehicles. It is intended that the term includes a motor vehicle that is otherwise a truck-tractor that may be engaged with a semi-trailer.

B. REGULATIONS

- (1) **Residential Areas** – It shall be unlawful for a person to permit the parking, standing, or storing of trucks, trailers or truck-tractors in residential areas, including streets, for other than actual supervised loading or unloading of goods and passengers.
- (2) **Residential Yards, Lawns, and Driveways**
- a. It shall be unlawful for a person to permit the parking, standing, or storing of trucks or truck-tractors in residential yards or lawns, including driveways, for other than actual supervised loading or unloading of goods or passengers.
 - b. It shall be unlawful for a person to permit the parking, standing, or storing of trailers in residential yards or lawns, excluding driveways, for other than actual supervised loading or unloading of goods or passengers.
- (3) **Residential Street Parking** – It shall be unlawful for a person to allow the parking, standing or storing of recreational vehicles on residential streets for a period of time in excess of seventy-two (72) hours within any thirty (30) day period.
- (4) **Motor Vehicle Parking** - It shall be unlawful for a person to allow the parking, standing, or storing of a motor vehicle on yards or lawns of residential property.
- a. This subsection does not apply to recreational vehicles or parking a motor vehicle on driveways, paved parking areas, or areas screened from public view by fencing.

Current Ordinance

SECTION 6: PARKING, STANDING, OR STORING OF RECREATIONAL VEHICLES, TRAILERS OR TRUCKS IN RESIDENTIAL AREAS

A. DEFINITIONS

- (1) **Camper** - A separate vehicle designed for human habitation which can be attached and detached to or towed by a motor vehicle.
- (2) **Driveway** - Any paved concrete, asphalt, gravel and/or other impervious surface area on a lot designed and required to provide direct access for vehicles between a street and private garage, carport, or other permitted parking space, or parking area or loading area, garage and attached or detached accessory building located on a lot developed with a residential dwelling used by the occupant of the premises principally for, but not limited to, the storage of passenger vehicles or other vehicles and equipment. Driveways or paved parking areas must be substantially free from grass, weeds, or other vegetation and must be adequately maintained.
- (3) **Motor Home** - A self-contained vehicle designed for human habitation with its own motive power and with a passageway from the body of the home to the driver and front passenger seats.
- (4) **Motor Vehicle** - A self-propelled device in, upon or by which any person or property is or may be transported.
- (5) **Recreational Vehicle** - Any motor vehicle or trailer designed or used as a travel trailer, camper, motor home, tent trailer, boat, boat trailer, camping trailer, or other similar purposes.
- (6) **Residential area or residential lot** - shall mean any area or lot occupied by residential dwellings though the area may be zoned for use other than residential.
- (7) **Trailer** - A vehicle without motive power designed for carrying persons, animals, or property on its own structure and to be drawn by a vehicle with motive power. The term shall include, but not be limited to, semi-trailer, and utility trailer. Trailer shall not include any trailer defined as a recreational vehicle.
- (8) **Truck** - means any motor vehicle designed, used or maintained primarily for the transportation of property, with a manufacturer's rated carrying capacity exceeding two thousand (2,000) pounds.
- (9) **Truck-tractor** - means any motor vehicle designed or used primarily for drawing other vehicles. It is intended that the term includes a motor vehicle that is otherwise a truck-tractor that may be engaged with a semi-trailer.

B. REGULATIONS

- (1) It shall be unlawful for the owner, occupant or person in charge of property used for residential purposes to permit the parking, standing or storing of trucks, trailers, or truck-tractors as defined herein in residential areas for other than actual supervised loading or unloading of goods and passengers. It shall be unlawful for the owner, occupant or person in charge of property used for residential purposes to permit the parking, standing or storing of trailers, trucks, or truck-tractors in residential yards or lawns, including driveways, for other than actual supervised loading or unloading of goods or passengers.
- (2) It shall be unlawful for the owner, occupant or person in charge of property used for residential purposes to permit the parking, standing or storing of recreational vehicles on residential

streets for a period of time in excess of seventy-two (72) hours within any thirty (30) day period.

- (3)** It shall be unlawful for the owner, occupant or person in charge of property used for residential purposes to permit the parking, standing or storing of motor vehicles, excluding recreational vehicles on yards or lawns excluding driveways, paved parking areas, or areas screened from public view by fencing."
- (4)** It shall be unlawful for the owner or occupant of a vehicle, other than recreational vehicles, to park or permit the parking, standing or storing of such vehicle on the yards or lawns of property used for residential purposes. Parking on driveways or paved parking areas or areas screened from public view by fencing is permitted.

July 22, 2010
Consent Agenda Item No. 2f
Municipal Irrigation Water Use Report

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

Relationship to Strategic Goals: Goal I.1 - Spending taxpayer money efficiently – efficient use of water for irrigation saves taxpayer money.

Recommendation: Receive the report and provide direction as appropriate.

Summary: This report is presented in furtherance of goals to promote water conservation in City operations. The report contains water usage for irrigation of City facilities, neighborhood parks, athletic fields, and has now been expanded to include other irrigated areas such as street medians. For each facility, the report includes four data points on irrigation water usage: Total in FY 2009; total for the previous 12 months; budgeted water usage for last month; and the actual water usage for last month. Estimated irrigation water use budgets were developed based on irrigated acreage and weather patterns for the reported facilities

The water budgets were derived using the Texas Landscape Irrigation Auditing and Scheduling Software developed by the Irrigation Technology Center. The software uses the amount of irrigated acreage, historical weather data, as well as soil and vegetation characteristics to produce a site specific water budget. Water Services worked with the Parks and Recreation Department to establish irrigated acreage for each of the sites in the report. Each site was analyzed using aerial photographs and GIS calculations for irrigated acreage. Water budgets were calculated from this data.

Meters are read throughout the month, so the use does not correspond directly to the reporting month, but it does give an accurate overview of water use for City facilities.

Overall, the City did an excellent job in June of conserving water, which was aided by beneficial rainfall. In summary, the parks used 6.2 million gallons (MG) compared to a budget of 10.3 MG. City facilities used 0.7 MG, compared to a budget of 1.1 MG. Details are available in the attached report.

Budget & Financial Summary: N/A

Attachment:
Water Use Report – June 2010

College Station Irrigation Water Use Report
Parks and Athletic Fields

June 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Anderson Soccer Fields	7.3	3,979,000	3,321,000	616,000	527,600	
Beachy Central Park Soccer	5.2	5,585,000	3,831,000	110,000	375,800	
Beachy Central Park Softball	8.6	4,681,000	3,088,000	130,000	621,600	
Bee Creek Park	4	4,307,000	3,837,000	566,000	289,100	Separate irrigation meter needed
Castlegate Park	2	2,420,000	1,397,000	92,000	144,500	
Castlegate Entrance Landscaping	2.8	4,937,000	2,528,000	257,000	202,400	
Castlegate Pond	N/A	589,000	249,000	0	N/A	
City Cemetery	15.8	2,463,000	1,995,000	131,000	1,141,900	May not irrigate entire acreage at all times
College Station Business Center	5.1	6,868,000	3,237,000	270,000	375,800	
Lemontree	0.8	722,000	596,000	96,000	57,800	
Memorial Cemetery of College Station	16.7	5,979,000	6,950,000	153,000	1,207,000	May not irrigate entire acreage at all times
Southwood Senior Baseball	4.4	2,945,000	2,226,000	202,000	318,000	
Southwood Soccer	4.4	2,854,000	2,196,000	159,000	318,000	
Southwood Youth Baseball	4.7	2,598,000	2,609,000	233,000	339,700	
Southwood Youth Soccer	4.9	4,615,000	3,696,000	233,000	354,100	
Veterans Park and Athletic Complex	45	26,939,000	18,907,000	2,294,000	3,252,000	Irrigation system work this month
Wayne Smith Baseball	3.2	2,762,000	2,144,000	370,000	231,300	
Wolf Pen Creek Amphitheater	3.9	2,763,000	2,006,000	205,000	281,900	
WPC Park	4	2,763,000	1,192,000	81,000	289,100	

TOTAL

90,769,000

66,005,000

6,198,000

10,327,600

College Station Irrigation Water Use Report
Municipal Buildings

June 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
City Hall	1.6	2,144,000	895,000	117,000	115,600	
Fire Station 1	0.6	242,000	210,000	30,000	43,400	
Fire Station 2	0.6	not representative	not representative	12,000	43,400	Separated irrigation from domestic 12/09
Fire Station 3	1	696,000	983,000	182,000	79,500	
Fire Station 5	1.1	1,532,000	720,000	84,000	72,300	
Larry Ringer Library	3.2	1,702,000	794,000	8,000	231,200	
Municipal Court	2.4	1,989,000	679,000	111,000	173,500	
Northgate Parking Garage	0.5	149,000	256,000	33,000	36,100	
Northgate Promenade	0.5	130,000	132,000	15,000	36,100	
Police Department	0.4	87,000	101,000	9,000	28,900	
Utility Customer Service	2.3	1,403,000	721,000	92,000	166,200	
Utility Meeting and Training Facility	0.59	1,536,000	346,000	17,000	43,400	
Utility Service Center	1.2	763,000	501,000	15,000	86,700	
TOTAL		12,373,000	6,338,000	725,000	1,156,300	

College Station Irrigation Water Use Report
Irrigated Medians and Right of Way

June 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Barron Rd Streetscape 1	N/A	N/A	113,000	60,000	N/A	
Barron Rd Streetscape 2	N/A	N/A	290,000	134,000	N/A	
Dartmouth medians 1	N/A	N/A	510,000	93,000	N/A	
Dartmouth medians 2	N/A	N/A	73,000	7,000	N/A	
Dominik median @ Glen Haven	N/A	N/A	24,000	1,000	N/A	
Eagle Ave Streetscape 1	N/A	N/A	61,000	14,000	N/A	
Eagle Ave Streetscape 2	N/A	N/A	112,000	19,000	N/A	
George Bush Dr E: Texas to Dominik	N/A	N/A	189,000	12,000	N/A	
Krenek Tap @ Dartmouth	N/A	N/A	123,000	15,000	N/A	
Post Oak Mall Sign Bed	N/A	N/A	5,000	0	N/A	
Rock Prairie Rd median	N/A	N/A	26,000	2,000	N/A	
Tarrow St medians	N/A	N/A	195,000	22,000	N/A	
Univ @ Hwy 6 trees	N/A	N/A	2,028,000	1,179,000	N/A	
Univ @ Hwy 6 Medians 1	N/A	N/A	90,000	5,000	N/A	
Univ @ Hwy 6 Medians 2	N/A	N/A	26,000	1,000	N/A	
W.D. Fitch Medians near FS #5	0.5	N/A	983,000	178,000	N/A	Valve hung open; fixed
W.D. Fitch Medians @ Rock Prairie	0.5	N/A	309,000	45,000	N/A	
Welcome Sign - Hwy 6	N/A	N/A	7,000	1,000	N/A	
Winding Rd Island	N/A	N/A	14,000	1,000	N/A	

0	5,178,000	1,789,000	0
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Facility Name	<u>Irrigated Acreage</u>	FY 09	Last 12 months	Last month	Target for month	Remarks
College Station Irrigation Water Use Report Irrigated Medians and Right of Way - TEXAS AVE.						June 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Tx Av Phase I Univ to GBDE 1	N/A	N/A	72,000	5,000	N/A	
Tx Av Phase I Univ to GBDE 2	N/A	N/A	232,000	27,000	N/A	
Tx Av Phase I Univ to GBDE 3	N/A	N/A	170,000	16,000	N/A	
Tx Av Phase I Univ to GBDE 4	N/A	N/A	371,000	23,000	N/A	
Texas Ave Median 1	N/A	N/A	63,000	0	N/A	
Texas Ave Median 2	N/A	N/A	62,000	0	N/A	
Texas Ave Median 3	N/A	N/A	106,000	0	N/A	
Tx Av Phase II streetscape 1	N/A	N/A	148,000	72,000	N/A	Leak reported and fixed
Tx Av Phase II streetscape 2	N/A	N/A	23,000	1,000	N/A	
Tx Av Phase II streetscape 3	N/A	N/A	14,000	2,000	N/A	
Tx Av Phase II streetscape 4	N/A	N/A	87,000	7,000	N/A	
Tx Av Phase II streetscape 5	N/A	N/A	4,000	2,000	N/A	
Tx Av Phase II streetscape 6	N/A	N/A	5,000	2,000	N/A	
Tx Av Phase II streetscape 7	N/A	N/A	14,000	1,000	N/A	
Tx Av Phase II streetscape 8	N/A	N/A	0	0	N/A	
		0	1,371,000	158,000	0	

LOCID	Address	Street	Description	Last 12 months	Last month
178656	1550	HARVEY	POST OAK MALL SIGN BED	5,000	0
185336	398	CITY TARROW	Tarrow Street medians NE of Hilton	195,000	22,000
186542	751	TEXAS	Texas Av Phase I medians/streetscape University to GBDE	72,000	5,000
186544	951	TEXAS	Texas Av Phase I medians/streetscape University to GBDE	232,000	27,000
186546	1003	TEXAS	Texas Av Phase I medians/streetscape University to GBDE	170,000	16,000
186548	1301	TEXAS	Texas Av Phase I medians/streetscape University to GBDE	371,000	23,000
189594	1798	UNIVERSITY	Un Dr medains at SH 6-west side	90,000	5,000
189658	5099	STATE HIGHWAY 6	WELCOME SIGN ON HWY 6	7,000	1,000
196100	1510	UNIVERSITY	Un Dr medains at SH 6-west side	26,000	1,000
200024	305	GEORGE BUSH	G Bush Drive East Texas to Dominick	189,000	12,000
200362	905	WINDING	IRRIGATION METER FOR ISLAND	14,000	1,000
201260	516	CAMP	K Tap at Dartmouth streetscape	123,000	15,000
201332	1601	WILLIAM D FITCH	FITCH MEDIANS (1 OF 2)	983,000	178,000
201480	2150	ROCK PRAIRIE	ROCK PRAIRIE MEDIAN	26,000	2,000
202112	1602	DOMINIK	Doninick Street median at Glen Haven	24,000	1,000
210732	2551	TEXAS	TEXAS AVE MEDIAN	63,000	0
210734	2150	TEXAS	TEXAS AVE MEDIAN	62,000	0
210736	1808	TEXAS	TEXAS AVE MEDIAN	106,000	0
213284	507	CHURCH	NORTHGATE - WHAT PART?	484,000	62,000
213676	2578	DARTMOUTH	Dartmouth medians K Tap to FM 2818	510,000	93,000
213678	2750	DARTMOUTH	Dartmouth medians K Tap to FM 2818	73,000	7,000
214534	410	COLLEGE MAIN	???	1,000	0
216066	2720	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	148,000	72,000
216068	2709	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	23,000	1,000
216070	2509	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	14,000	2,000
216072	2505	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	87,000	7,000
216074	1801	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	4,000	2,000

LOCID	Address	Street	Description	Last 12 months	Last month
216076	112	HARVEY	Tx Av Phase II streetscape Dominick to FM 2818	5,000	2,000
216078	1620	TEXAS	Tx Av Phase II streetscape Dominick to FM 2818	14,000	1,000
216182	2801	TEXAS AVE S A	Tx Av Phase II streetscape Dominick to FM 2818	0	0
216252	1904	WILLIAM D FITCH	FITCH MEDIANS (2 OF 2)	309,000	45,000
216492	925	EARL RUDDER	COCS IRRIGATION	2,028,000	1,179,000
216936	951	EAGLE	Eagle Streetscape from Victoria going east	61,000	14,000
216938	1201	EAGLE	Eagle Streetscape from Victoria going east	112,000	19,000
216940	3808	BARRON	Barron Rd Streetscape SH6 to Decatur	113,000	60,000
216942	1800	BARRON	Barron Rd Streetscape SH6 to Decatur	290,000	134,000

July 22, 2010
Consent Agenda Item No. 2g
Authorization to Disburse Grant Funding to Reynolds and Reynolds, Inc.

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$40,000 to Reynolds and Reynolds, Inc.

Relationship to Strategic Goals: Goal III.1 Promote knowledge-based business

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of a \$40,000 payment to Reynolds and Reynolds, Inc. for performance in 2009.

Summary: On, December 14, 2006 the City Council unanimously approved an Economic Development Agreement with Reynolds and Reynolds, Inc. to provide Retention and Expansion and Payroll Grants for economic performance at their 200 Quality Circle campus in the Business Center at College Station. The term of this agreement is ten (10) years and the total maximum amount of all applicable grants is \$550,000. This payment represents the third annual disbursement; Reynolds and Reynolds has received \$45,000 previously in both 2008 and 2009.

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

Based on the Statement of Compliance as recently submitted by Reynolds and Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$31,301,120 and, as such, is eligible for a Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$20,111,033.88 and, as such, is eligible for a combined Payroll Grant of \$10,000.

Budget & Financial Summary: Funding in the amount of \$40,000 is budgeted and available in the City's Economic Development Fund.

Attachments:

Statement of Compliance – Reynolds & Reynolds, Inc. - 2009



Reynolds
& Reynolds.

June 11, 2010

Mayor ~~Ben White~~ *NANCY BERRY*
City of College Station
Post Office Box 9960
College Station, Texas 77842

RE: 2009 Economic Development Agreement Performance

Dear Mayor ~~Ben White~~ *NANCY BERRY*:

In accordance with Article IV §(1), (2), (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007 between the City of College Station, Brazos County, Research Valley Partnership and Reynolds & Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2009 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. William W. Matteson, CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$19,450,207 and Personal Property valuation of \$8,877,971 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant, in the amount of \$30,000.

Further, per the attached documentation as provided by Mr. William W. Matteson, our CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$20,111,034 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$10,000.

I, the undersigned, being an authorized representative of Reynolds & Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2009 payment of \$40,000 from the City of College Station, Texas.

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

Carl M Cobb

Signature of Contract Signee

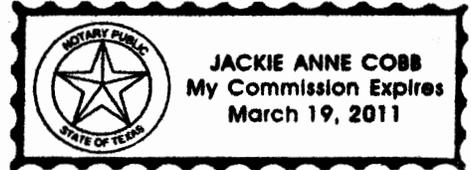
EXE VP
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Carl M Cobb signed the above statement in my presence on June 22, 2010.

Jackie Cobb
Notary Public

Seal:



RECEIVED AND REVIEWED

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2009, payment of \$40,000 from the City of College Station, Texas.

Bob Malaise
Signature

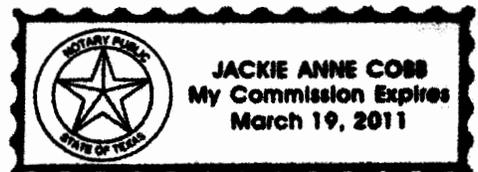
VP of Economic Development Services
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the above statement in my presence on June 23, 2010

Jackie Cobb
Notary Public

Seal:



22 July 2010
Consent Agenda Item No. 2h
Resolution authorizing a Development Agreement with CVCS LLC and an Advance Funding Agreement with the Texas Department of Transportation

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion on entering into the following two items:

1. a development agreement between the City of College Station and CVCS, LLC for design of and payment for temporary construction access from Harvey Mitchell Parkway to the Campus Village development; and
2. a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and Texas Department of Transportation (TxDOT) for city contributions to transportation improvement project to wit: a temporary construction access from Harvey Mitchell Parkway to the Campus Village development.

Relationship to Strategic Goals: Improving Multi Modal Transportation

Recommendation(s): Staff recommends adopting both items together, as the Development Agreement can only be useful for the Developer if the City approves the AFA.

Summary: As part of the Campus Village development currently under construction, a temporary construction access driveway is desired by the developer which would enhance developer's ability to access its property directly rather than through a neighboring property. Staff supports this improvement as it will enhance the overall flow of traffic in the area. The temporary construction access will only be used during the construction of this development. A driveway permit application has been submitted by the developer to the City and TxDOT. TxDOT has approved the permit with the following conditions: A temporary left turn lane must be constructed to the entrance of the construction exit and the driveway to the Woodlands on Harvey Mitchell Parkway. The developer will submit construction plans for the temporary left turn lane to TxDOT for review and must meet TxDOT's design standards.

In order to accomplish the above, developer must first enter into a development agreement with the City to perform the design of these improvements for TxDOT and to provide funding to the City. In turn, the City will give the money it receives from the Developer to TxDOT under the AFA. TxDOT will then issue a change order and direct their contractor presently working on the Harvey Mitchell Parkway and Wellborn interchange project to construct the temporary left turn lane and temporary construction access.

Budget & Financial Summary: N/A

Attachments:

1. Development Agreement (on file with the City Secretary)
2. Advanced Funding Agreement (on file with the City Secretary)
3. Resolution

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 CITY OF COLLEGE STATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A TEMPORARY LEFT TURN LANE ON HARVEY MITCHELL PARKWAY INTO A CONSTRUCTION ACCESS DRIVEWAY AND THE EXISTING DRIVEWAY TO THE WOODLANDS APPARTMENT COMPLEX.

WHEREAS, the City Council of the City of College Station, Texas supports the construction of the temporary left turn lane on Harvey Mitchell Parkway into the construction access driveway for the Campus Village Development and into the existing driveway to the Woodlands Apartments to promote safer ingress and egress of construction traffic and traffic entering the Woodlands during the construction of the Campus Village site; and

WHEREAS, City of College Station will transfer the funds necessary for the construction of the temporary left turn lane on Harvey Mitchell Parkway to the Texas Department of Transportation as per the Advanced Funding Agreement; and

WHEREAS, the funds to be transferred will be based on an engineers estimate and confirmed and approved 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 which is attached hereto and made a part hereof as Exhibit "A."
- PART 2: That the City Council hereby approves the Mayor signing and the City Secretary attesting said agreement.
- PART 3: That this resolution shall take effect upon full execution of that one certain Development Agreement between the City and CVCS, LLC which agreement is attached hereto and made a part hereof as Exhibit "B."

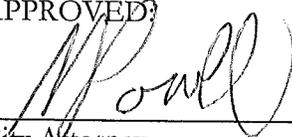
ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:


City Attorney

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

WHEREAS, Commission Minute Order Number 111335 authorizes the State to undertake and complete a highway improvement generally described as the construction of a highway-railroad grade separation; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a left-turn lane on FM 2818 at its intersections with the temporary Campus Village construction entrance and the Woodlands south driveway, hereinafter called the "Project"; and,

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

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

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

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

Article 5. Responsibilities of the Parties

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

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

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

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

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

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

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

Article 13. Sole Agreement

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

Article 14. Successors and Assigns

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

Article 15. Amendments

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

Article 16. State Auditor

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

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

Article 17. Insurance

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

Article 18. Signatory Warranty

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

DRAFT

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Nancy Berry, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Chief Financial Officer

Date

EXHIBIT A TO RESOLUTION

CSJ: 2399-01-022
 District: Bryan (17)
 Code Chart 64: City of College Station (09050)
 Project: STP 2008(683)RGS
 CFDA: N/A

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of a left-turn lane on FM 2818 at its intersections with the temporary Campus Village construction entrance and the Woodlands south driveway, which are on-system locations. This work may include, but is not limited to, the cost for all temporary pavements, signs, pavement markings and markers. The Local Government’s participation is 100% of the cost of this particular improvement. The Local Government’s estimated cost of this additional work is \$ TBD, which includes the State’s direct cost for construction items, the costs of necessary maintenance of those items, and construction engineering and contingencies. The State’s contractor will construct the work. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of Temporary Pavement	\$0	0%	\$0	100%	\$0
Construction of Pavement Markings and Markers	\$0	0%	\$0	100%	\$0
Construction of Signs	\$0	0%	\$0	100%	\$0
Subtotal	\$0		\$0		\$0
Direct State Costs (including plan review, construction inspection and oversight)	\$0	0%	\$0	100%	\$0
Indirect State Costs	\$0	0%	\$0	100%	\$0
TOTAL	\$0		\$ 0		\$0

Direct State Costs are estimated at 12 percent of the estimated construction cost. Indirect State Costs are estimated at 5.86% of the estimated construction cost.

Local Government’s Total Estimated Participation (100%) = \$ TBD

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

EXHIBIT B TO RESOLUTION

AGREEMENT BETWEEN THE CITY OF COLLEGE STATION, TEXAS, AND CVCS, LLC FOR THE DESIGN OF AND PAYMENT FOR TEMPORARY CONSTRUCTION ACCESS FROM HARVEY MITCHELL PARKWAY TO THE CAMPUS VILLAGE DEVELOPMENT

This Agreement ("Agreement") is entered into on this ___ day of _____, 2010, by and between The City of College Station, Texas (the "City") and CVCS, LLC, a Texas limited liability company (the "Owner").

WHEREAS, Owner owns a tract of land containing 15.22 acres, more or less, of unimproved real property (the "Property"). A site plan for the Property has been approved to construct 194 units of multi-family housing. The Property is located within the corporate limits of the City; and

WHEREAS, TxDOT is currently constructing a grade separation at the intersection of Harvey Mitchell Parkway and Wellborn Road. During the construction of said improvements, creating a temporary construction access from Harvey Mitchell Parkway to the Property will enhance accessibility to the Property. Since such temporary construction access is within TxDOT right-of-way, TxDOT controls construction and accepts funding for projects within its right-of-way from other governmental entities, including the City; and

WHEREAS, the construction of a temporary construction access described above will benefit both Owner and the City as a whole by enhancing the overall flow of traffic in this area; and

WHEREAS, Owner is willing to provide design plans directly to TxDOT for the temporary construction access and to provide funding for the entire cost of the temporary construction access through the City to TxDOT; and

WHEREAS, City is willing to accept funding from Owner and remit same to TxDOT so that the TxDOT contractor, Knife River, can construct said temporary construction access; now therefore

For and in consideration of the foregoing recitals, and the promises and covenants contained herein the parties agree as follows:

1. Owner represents that it has submitted to TxDOT for its approval plans for the temporary construction access and shall obtain, at its sole cost and expense, TxDOT approval of plans for the temporary construction access. A copy of the plans submitted to TxDOT is attached hereto as Exhibit "A" and incorporated by reference herein (the "Plans").
2. City agrees to enter into an Advanced Funding Agreement ("AFA") with TxDOT for the funding of the temporary construction access as set forth in the approved Plans. The AFA shall be in a form as substantially set forth in Exhibit "B" attached hereto and made a part hereof.
3. Upon approval of the AFA by both the City and TxDOT, and upon approval of the Plans in a form as substantially set forth in this Agreement by TxDOT, Owner will deliver to the City the entire sum required pursuant to the terms of the AFA (the "Funds"), which represents the entire cost of the temporary construction access as set forth in the Plans. Owner understands and agrees that the Funds as the term is used herein includes the initial estimated cost of the temporary construction access as well as any additional funds required pursuant to the terms of the AFA. Likewise, in the event the cost of the temporary construction access is less than the amount provided by Owner and City is receives a refund from TxDOT, said refund will be remitted to Owner.
4. Upon receipt of the Funds from Owner to City as set forth above, the City shall remit same to TxDOT.
5. If for any reason TxDOT fails or refuses to honor the AFA, Owner will hold City harmless from any and all losses, claims or causes of action arising therefrom. If for any reason

EXHIBIT B TO RESOLUTION

- the AFA is not executed by TxDOT or if for any reason the Plans are not approved by TxDOT, this Agreement shall become null and void and be of no further force and effect.
6. If for any reason Owner does not timely submit any and all Funds required pursuant to the terms of this Agreement, Owner shall assume all financial responsibility then remaining for the City pursuant to the terms of the AFA.
 7. In all activities or services performed hereunder, Owner is an independent contractor and not an agent or employee of the City. Owner and its employees are not the agents, servants, or employees of the City. As an independent contractor, Owner shall be responsible for the professional services and the final work product contemplated under this Agreement. Owner shall supply all materials, equipment, and labor required for the services to be provided under this Agreement. Owner shall have ultimate control over the execution of the professional services. Owner shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of Owner or any of Owner's subcontractors.

8.. **WARRANTY, INDEMNIFICATION, & RELEASE**

8.1 Owner warrants that the design work and all information provided by Owner or his representatives, employees, agents, consultants, or contractors reflects high professional and industry standards, procedures, and performances. Owner warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, pursuant to a high standard of performance in the profession. Owner warrants that Owner and his agents, employees, consultants, or contractors to exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of Owner, his employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by Owner, his employees, associates, agents, consultants, design professionals or subcontractors.

8.2 Owner agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by Owner, Owner's employees, agents, design professionals, contractors or subcontractors under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, Owner, or any third party.

8.3 Owner releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of Owner or his employees and any loss of or damage to any property of Owner or his employees that is caused by or alleged to be caused by, arises out of, or is in connection with Owner's work to be performed hereunder.

9. **MISCELLANEOUS TERMS**

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

9.2 Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing

EXHIBIT B TO RESOLUTION

written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

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

CVCS, LLC
ATTN: KEVIN McGRAW
4520 N. Grand River Avenue
Lansing, MI 48906

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

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

9.5 This Agreement and all rights and obligations contained herein may not be assigned by the Owner without the prior written approval of the City.

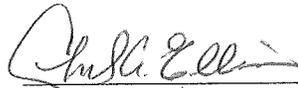
9.6 The Owner, his agents, employees, contractors, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Owner must obtain all necessary permits and licenses required in completing the work and providing the services required by this Agreement.

9.7 Each party represents that the individuals signing below are duly authorized to sign and enter into this Agreement on behalf of such party.

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

CVCS, LLC,
A Texas limited liability company

By:



Name:

Charles A. Ellison

Title:

authorized agent & attorney

Date:

7.9.10

EXHIBIT B TO RESOLUTION

CITY OF COLLEGE STATION

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

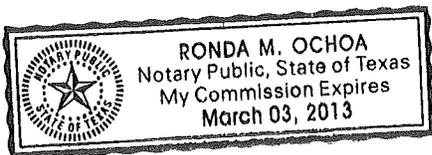
City Manager
Date: _____
[Signature]

City Attorney
Date: _____

Chief Financial Officer
Date: _____

THE STATE OF Texas §
COUNTY OF Brazos §

This instrument was acknowledged before me on the 9th day of July, 2010,
by Charles A. Ellison, Authorized Agent of CVCS, LLC, a Texas limited liability
company, on behalf of said limited liability company.



Rondalyn Ochoa
Notary Public in and for State of Texas

STATE OF TEXAS §

EXHIBIT B TO RESOLUTION

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ___ day of _____, 2010, by _____, in h___ capacity as _____ of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for State of Texas

EXHIBIT B TO RESOLUTION

EXHIBIT A



Permit to Construct Access Driveway Facilities on Highway Right of Way

To: Caddis Development Group (Name) Hwy. FM 2818 Permit No. 4520 N. Grand River Avenue (Address) Control 2399 Section 01 Lansing, MI 48906 (City, State, Zip) (517) 703-2132 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Caddis Development Group hereinafter called the Permittee, to [X] construct / [] reconstruct a temporary construction (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 2818 in Brazos County, located at approx Detour Sta. 1865+79 of FM 2818, just west of the existing Woodlands driveway

Subject to the following:

- 1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below: As shown on attached plan set, showing driveway plans for the two major construction configurations of FM 2818 during the FM 2818 / FM 2154 grade-separated interchange project.

All construction and materials shall be subject to inspection and approved by the State.

- 3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative telephone, () , at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

Date of Issuance Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: July 7, 2010 Signed: (Property owner or owner's representative)

EXHIBIT B TO RESOLUTION

EXHIBIT A

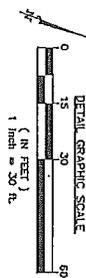
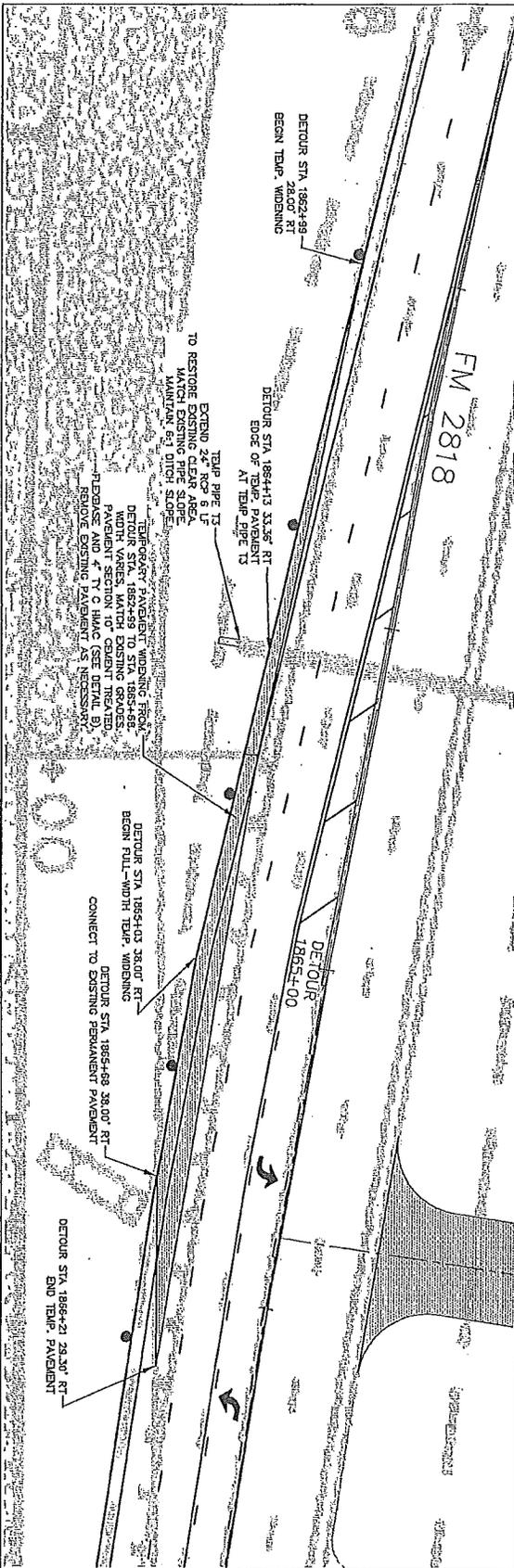
Form 1058
(Rev. 9/2004)
Page 2 of 2

Access Driveway Regulations

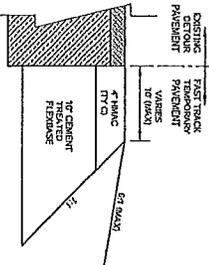
The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation

DETAIL A - TEMPORARY PAVEMENT FOR MAINTENANCE OF TRAFFIC



DETAIL B
TYPICAL TEMPORARY PAVEMENT STRUCTURE



DETOUR STA. 1862+99 TO STA. 1865+68 (CONNECTION TO EXISTING PERMANENT PAVEMENT)
 DETAILS TO MATCH CSJ 2399-01-022 AND APPLICABLE TxDOT STANDARDS. SAWCUT AND REMOVE EXISTING DETOUR PAVEMENT WHERE NECESSARY. DO NOT MODIFY PERMANENT FM 2818 PAVEMENT ALREADY IN PLACE. MATCH EXISTING PAVEMENT CROSS SLOPE.

SCOTT A. JOHNSON
 LICENSED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 92615

HE SOLE ARCHITECT ON THE PROJECT HAS AUTHORIZED THE ENGINEER TO SEAL AND SIGN THIS PLAN SHEET FOR THE PROJECT AND TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

PLAN SHEET BACKGROUND IS SHEET 57 OF TxDOT TRAFFIC CONTROL PLAN FOR CSJ 2399-01-022, GRADE SEPARATED INTERCHANGE OF FM 2818 AND FM 2154.

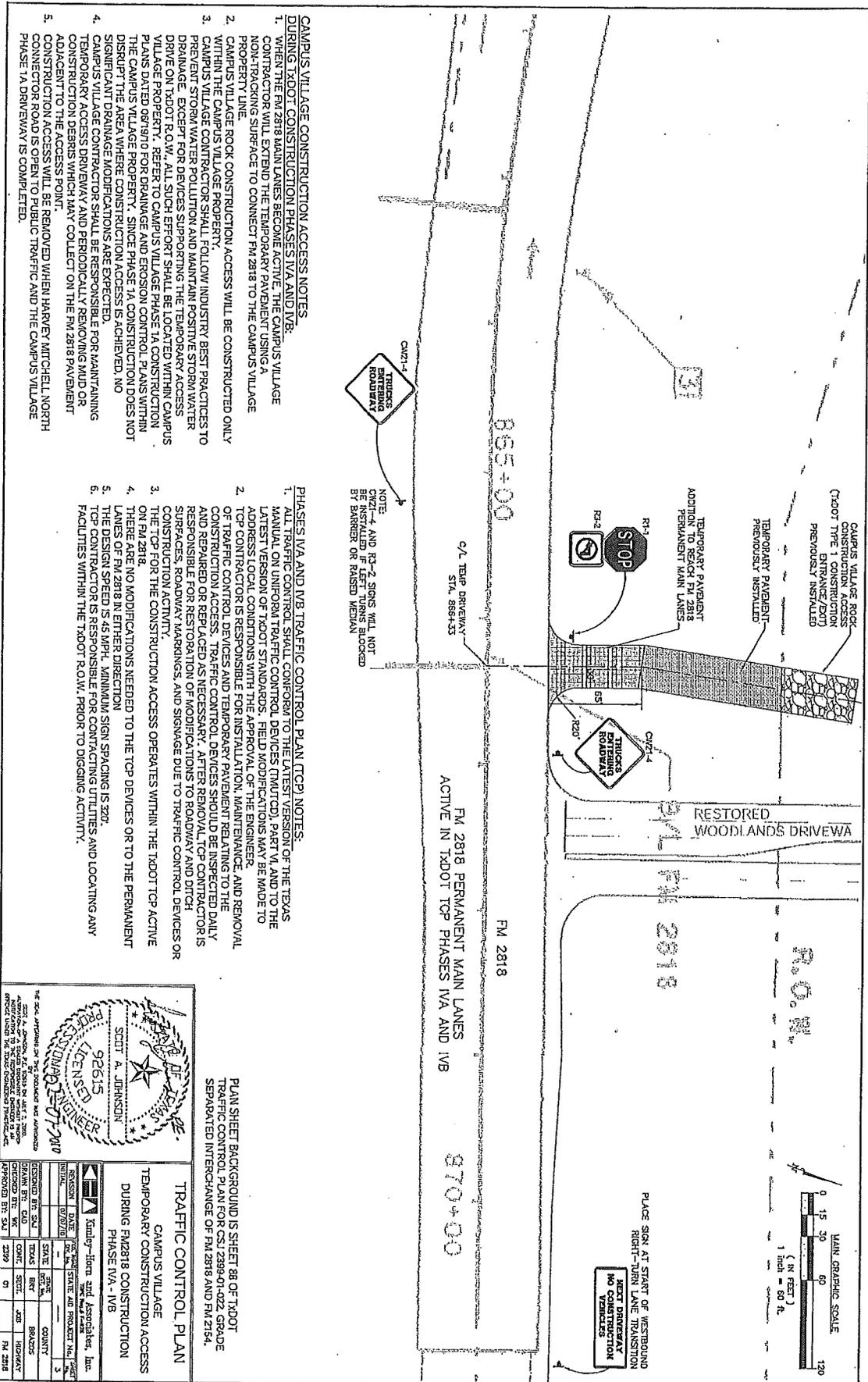
TRAFFIC CONTROL PLAN

CAMPUS VILLAGE
 TEMPORARY CONSTRUCTION ACCESS
 DURING PHASE II - ILLA - IIIIB

REVISION	DATE	BY	FOR	STATE AND PROJECT NO.	SHEET	TOTAL SHEETS
1	07/27/10	SCA	DESIGN	2399-01-022	2	2
2	08/10/10	SCA	REVISED	2399-01-022	2	2
3	08/10/10	SCA	REVISED	2399-01-022	2	2
4	08/10/10	SCA	REVISED	2399-01-022	2	2
5	08/10/10	SCA	REVISED	2399-01-022	2	2
6	08/10/10	SCA	REVISED	2399-01-022	2	2
7	08/10/10	SCA	REVISED	2399-01-022	2	2
8	08/10/10	SCA	REVISED	2399-01-022	2	2
9	08/10/10	SCA	REVISED	2399-01-022	2	2
10	08/10/10	SCA	REVISED	2399-01-022	2	2

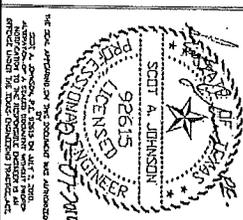
EXHIBIT B TO RESOLUTION

EXHIBIT A



- CAMPUS VILLAGE CONSTRUCTION ACCESS NOTES**
1. DURING TADOT CONSTRUCTION PHASES IVA AND IVB, WHEN THE FM 2818 MAIN LANES BECOME ACTIVE, THE CAMPUS VILLAGE CONTRACTOR WILL EXTEND THE TEMPORARY PAVEMENT USING A NON-TRACKING SURFACE TO CONNECT FM 2818 TO THE CAMPUS VILLAGE PROPERTY LINE.
 2. CAMPUS VILLAGE ROCK CONSTRUCTION ACCESS WILL BE CONSTRUCTED ONLY WITHIN THE CAMPUS VILLAGE PROPERTY.
 3. CAMPUS VILLAGE CONTRACTOR SHALL FOLLOW INDUSTRY BEST PRACTICES TO PREVENT STORM WATER POLLUTION AND MAINTAIN POSITIVE STORM WATER DRAINAGE, EXCEPT FOR DEVICES SUPPORTING THE TEMPORARY ACCESS DRIVE ON TADOT R.O.W., ALL SUCH EFFORT SHALL BE LOCATED WITHIN CAMPUS VILLAGE PROPERTY. REFER TO CAMPUS VILLAGE PHASE IA CONSTRUCTION PLANS DATED 06/19/10 FOR DRAINAGE AND EROSION CONTROL PLANS WITHIN DISRUPT THE AREA WHERE CONSTRUCTION ACCESS IS ACHIEVED. NO SIGNIFICANT DRAINAGE MODIFICATIONS ARE EXPECTED.
 4. CAMPUS VILLAGE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY ACCESS DRIVEWAY AND PERIODICALLY REMOVING MUD OR CONSTRUCTION DEBRIS WHICH MAY COLLECT ON THE FM 2818 PAVEMENT ADJACENT TO THE ACCESS POINT.
 5. CONSTRUCTION ACCESS WILL BE REMOVED WHEN HARVEY MITCHELL NORTH CONNECTOR ROAD IS OPEN TO PUBLIC TRAFFIC AND THE CAMPUS VILLAGE PHASE IA DRIVEWAY IS COMPLETED.

- PHASES IVA AND IVB TRAFFIC CONTROL PLAN (TCP) NOTES:**
1. ALL TRAFFIC CONTROL SHALL CONFORM TO THE LATEST VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART VI, AND TO THE LATEST VERSION OF TADOT STANDARDS. FIELD MODIFICATIONS MAY BE MADE TO TOP CONSTRUCTION CONDITIONS WITH THE APPROVAL OF THE ENGINEER.
 2. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, AND REMOVAL OF TRAFFIC CONTROL DEVICES AND TEMPORARY PAVEMENT RELATING TO THE CONSTRUCTION ACCESS. TRAFFIC CONTROL DEVICES SHOULD BE INSPECTED DAILY AND REPAIRED OR REPLACED AS NECESSARY. AFTER REMOVAL, TOP CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF MODIFICATIONS TO ROADWAY AND DITCH SURFACES, ROADWAY MARKINGS, AND SIGNAGE DUE TO TRAFFIC CONTROL DEVICES OR CONSTRUCTION ACTIVITY.
 3. THE TOP FOR THE CONSTRUCTION ACCESS OPERATES WITHIN THE TADOT TOP ACTIVE ON FM 2818.
 4. THERE ARE NO MODIFICATIONS NEEDED TO THE TOP DEVICES OR TO THE PERMANENT LANES OF FM 2818 IN EITHER DIRECTION.
 5. THE DESIGN SPEED IS 45 MPH. MINIMUM SIGN SPACING IS 320.
 6. TOP CONTRACTOR IS RESPONSIBLE FOR CONTACTING UTILITIES AND LOCATING ANY FACILITIES WITHIN THE TADOT R.O.W. PRIOR TO DIGGING ACTIVITY.



PLAN SHEET BACKGROUND IS SHEET 88 OF TADOT TRAFFIC CONTROL PLAN FOR CSJ 2389-01-022 GRADE SEPARATED INTERCHANGE OF FM 2818 AND FM 2154.

REVISION	DATE	BY	CHKD	APP'D	DESCRIPTION
1	07/07/10	SCOTT A. JOHNSON	SCOTT A. JOHNSON	SCOTT A. JOHNSON	TRAFIC CONTROL PLAN FOR CSJ 2389-01-022 GRADE SEPARATED INTERCHANGE OF FM 2818 AND FM 2154.

TRAFIC CONTROL PLAN

CAMPUS VILLAGE
TEMPORARY CONSTRUCTION ACCESS
DURING PHASE IVA - IVB

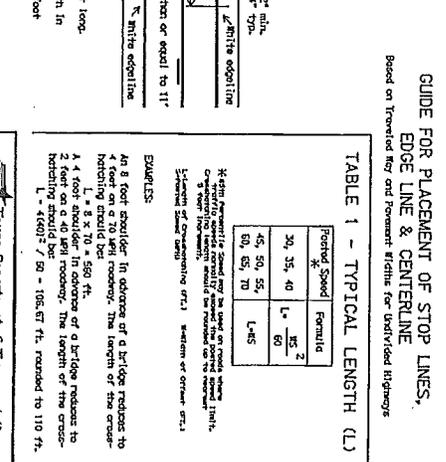
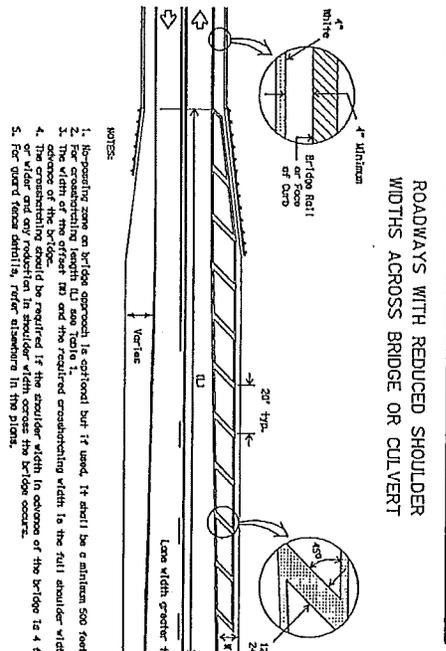
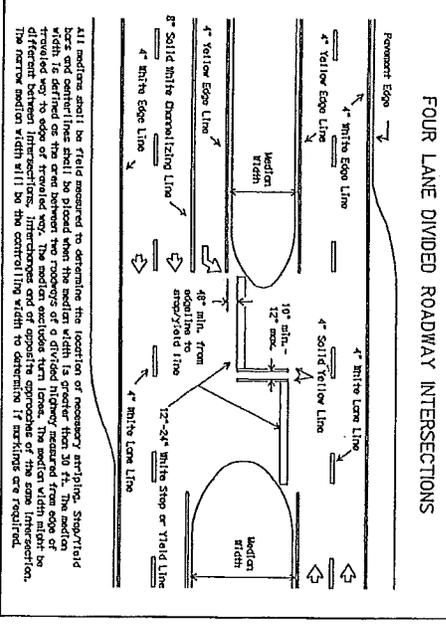
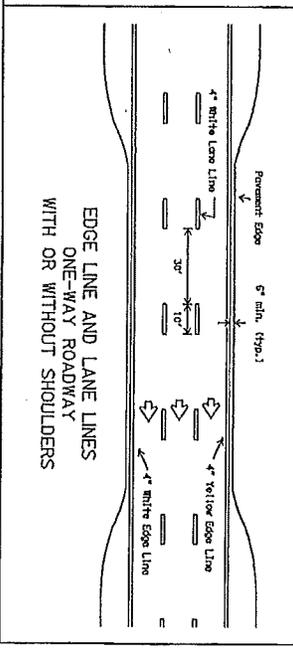
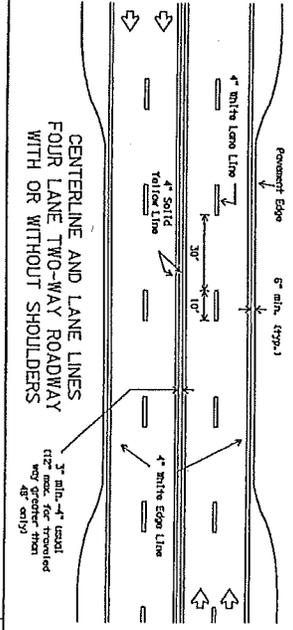
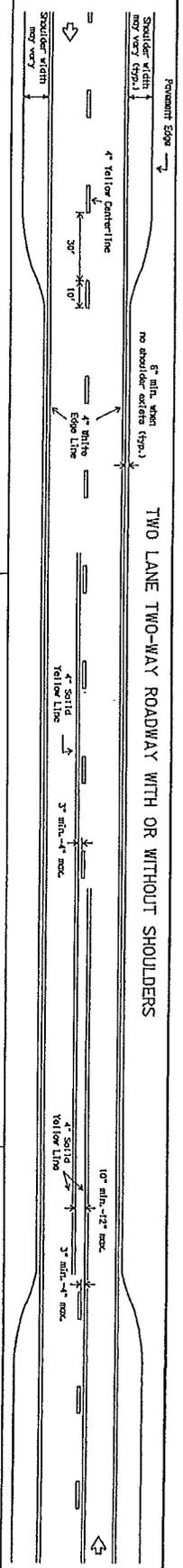
DESIGNED BY	STATE	COUNTY
DRAWN BY	TEXAS	BRAZOS
CHECKED BY	SCOTT A. JOHNSON	
APPROVED BY	SCOTT A. JOHNSON	PI
PROJECT NO.	2389	01
SHEET NO.		FM 2818

EXHIBIT B TO RESOLUTION

EXHIBIT A

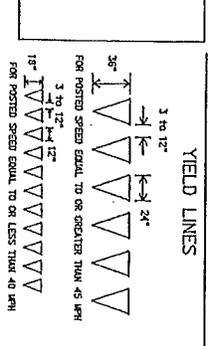
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: _____
FILE: _____



GENERAL NOTES:
Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement leveling or other conditions. Edge lines are not required in city or other sections of roadway.
The traveled way includes only that portion of the roadway used for vehicular travel over the parking lanes, sidewalks, berms and shoulders. The traveled way does not extend from the inside of edge line to inside of edge line or a two-lane roadway.
All pavement marking materials shall meet the required Departmental Intermodal Specifications as specified by the Plans.

OPERATIONAL SPECIFICATIONS:
MATERIAL SPECIFICATIONS:
PAVEMENT MARKING REFLECTERS:
EXCISE
STIPPLE MARKING ADHESIVE FOR PAVEMENT MARKERS
M&E-400
M&E-5100
M&E-5130



YIELD LINES

FOR POSTED SPEED EQUAL TO OR GREATER THAN 45 MPH
FOR POSTED SPEED EQUAL TO OR LESS THAN 40 MPH

Speed	Yield Line Pattern
3 to 12	Series of 'V' shapes
15 to 24	Series of 'V' shapes
30 to 45	Series of 'V' shapes

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed	Formula
20, 35, 40	$L = 2S^2$
45, 50, 55, 60	$L = 3S^2$
65, 70	$L = 4S^2$

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-03

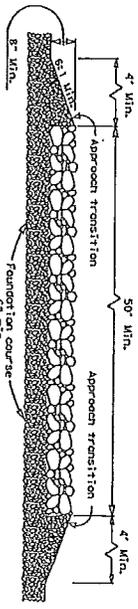
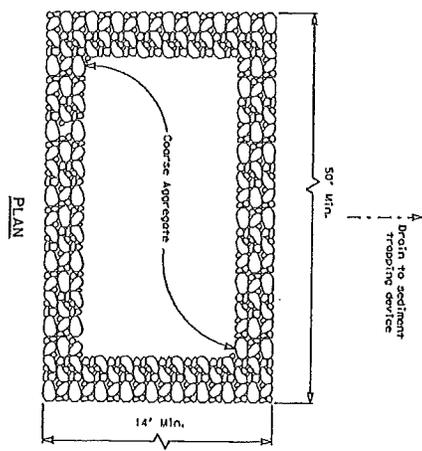
Item	Quantity	Unit
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100. STOP MARKING	1	STOP MARK

EXHIBIT B TO RESOLUTION

EXHIBIT A

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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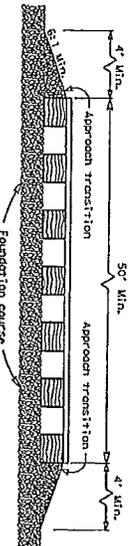
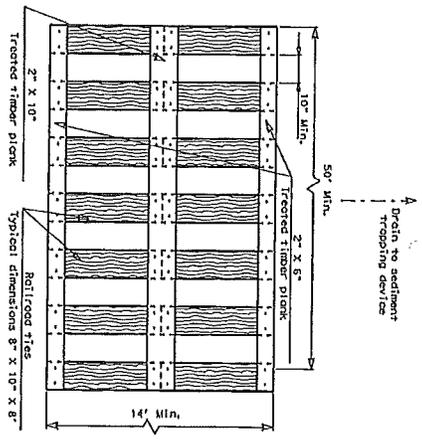
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act." No liability is assumed by the Board of Engineers for the State of Texas for any loss or damage resulting from the use of this standard for any purpose other than that intended by the Board of Engineers for the State of Texas. The Board of Engineers for the State of Texas assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

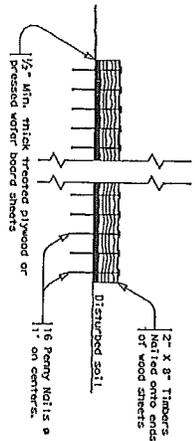
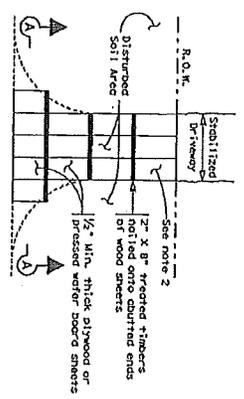
1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, as approved concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown herein are suggestions only and may be modified by the Engineer.



CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be oriented to the road tread as approved by the Engineer. Splice fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, as approved concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit shall be graded to allow drainage to a sediment trapping device.
7. The guidelines shown herein are suggestions only and may be modified by the Engineer.



CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded aggregate or coarse aggregate, as approved by the Engineer, spread 6 min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown herein are suggestions only and may be modified by the Engineer.

Texas Department of Transportation
Design Division (RWS/awj)

**TEMPORARY EROSION,
SEDIMENT AND WATER
POLLUTION CONTROL MEASURES
CONSTRUCTION EXITS**

EC (3) - 93

DATE: EC (3) - 93	REVISED: EC (3) - 93	REVISED: EC (3) - 93	REVISED: EC (3) - 93
BY: RWS	BY: RWS	BY: RWS	BY: RWS
CHECKED: RWS	CHECKED: RWS	CHECKED: RWS	CHECKED: RWS
DESIGNED: RWS	DESIGNED: RWS	DESIGNED: RWS	DESIGNED: RWS
APPROVED: RWS	APPROVED: RWS	APPROVED: RWS	APPROVED: RWS

EXHIBIT B TO RESOLUTION

EXHIBIT A

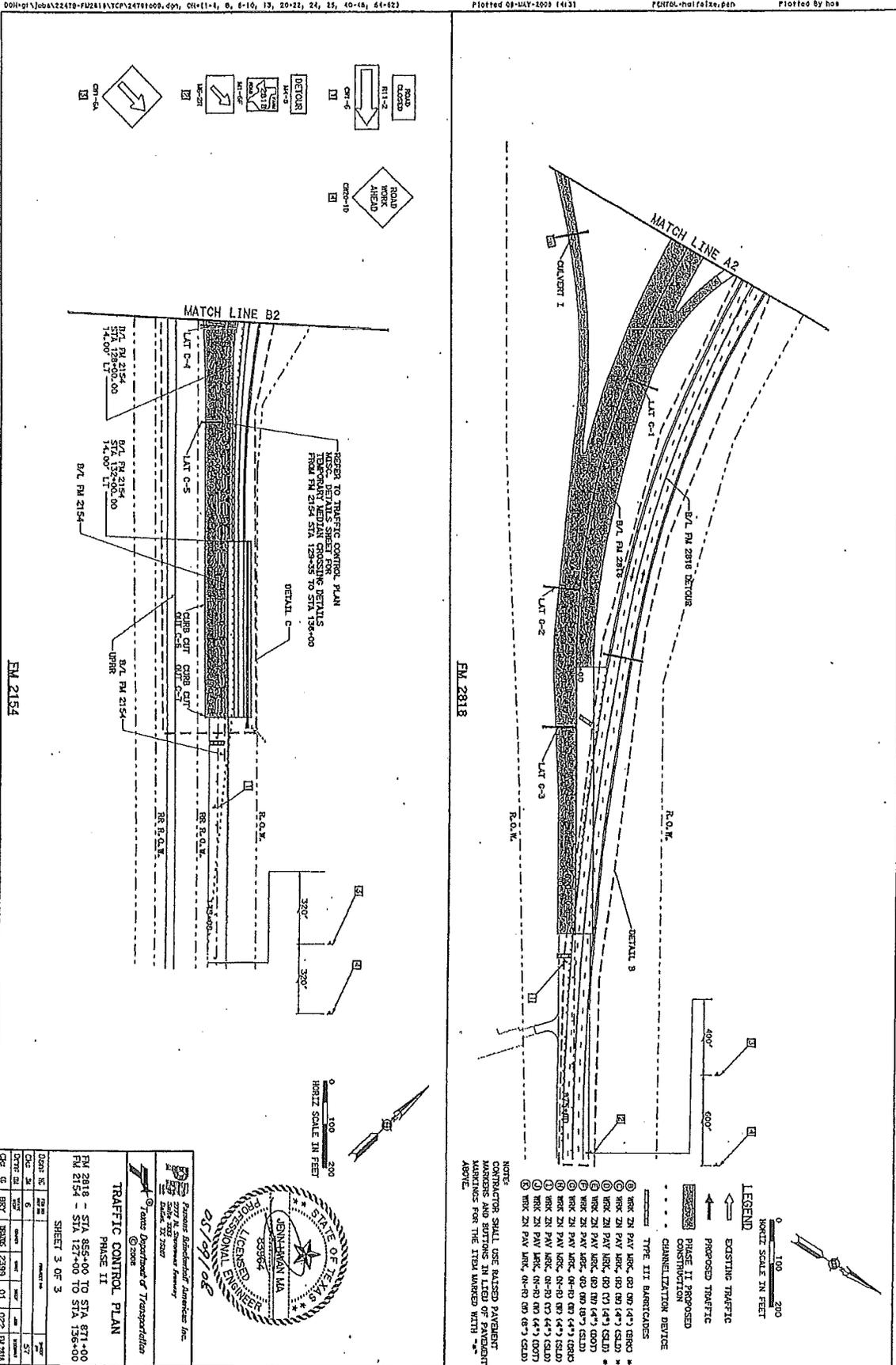
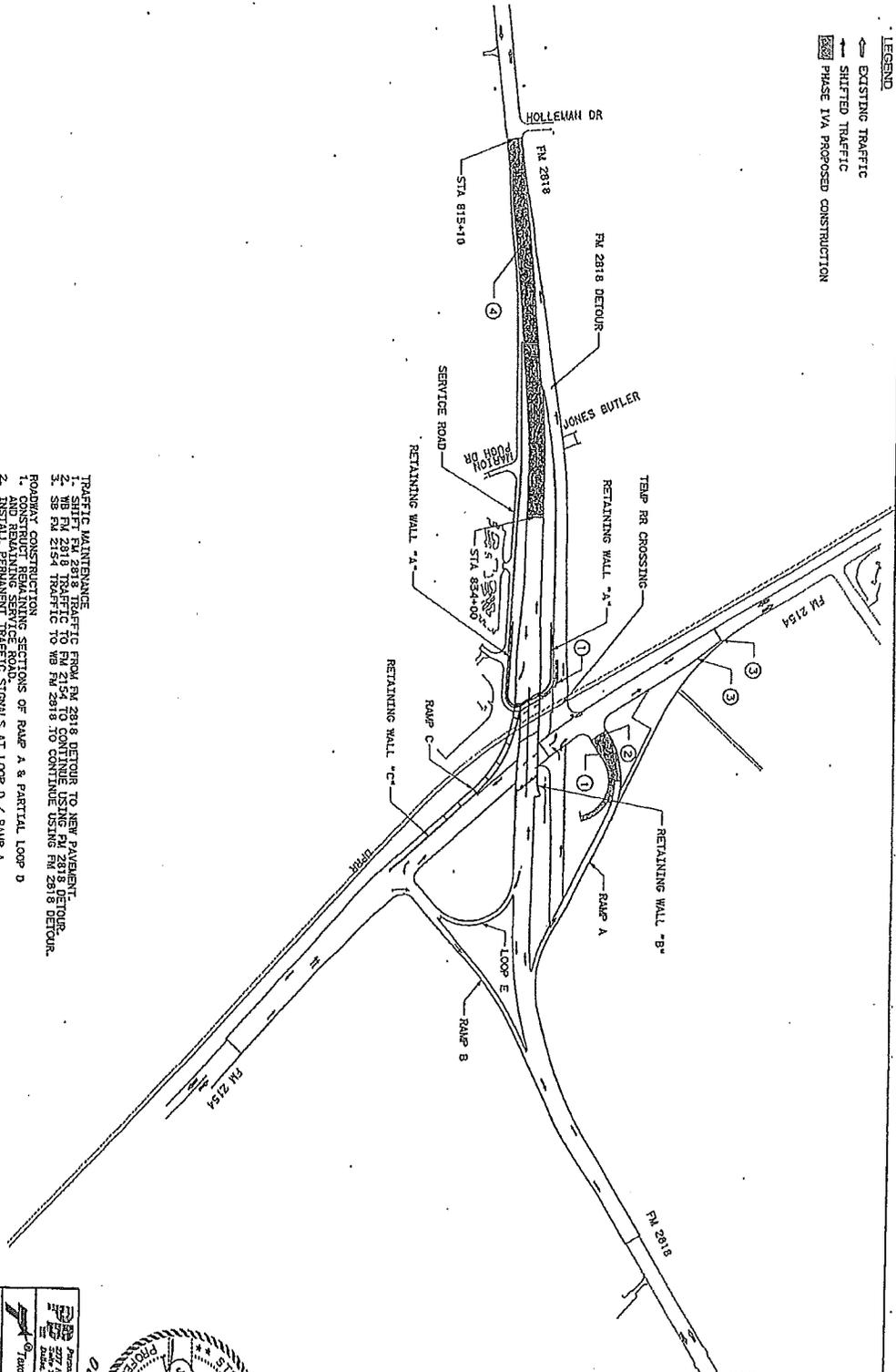


EXHIBIT B TO RESOLUTION

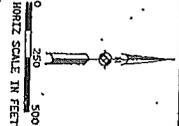
EXHIBIT A

Plot of 01-JULY-2008 15:05 P:\141-halfeizea.pen Plotted by haa

- LEGEND**
- ◄ EXISTING TRAFFIC
 - ◄ SHIFTED TRAFFIC
 - ▨ PHASE IVA PROPOSED CONSTRUCTION



- TRAFFIC MAINTENANCE**
1. SHIFT FM 2818 TRAFFIC FROM FM 2818 DETOUR TO NEW PAVEMENT.
 2. SHIFT FM 2818 TRAFFIC TO FM 2154 TO CONTINUE USING FM 2818 DETOUR.
 3. NB FM 2818 TRAFFIC TO NB FM 2818 TO CONTINUE USING FM 2818 DETOUR.
- ROADWAY CONSTRUCTION**
1. AND REMAINING SERVICE ROAD.
 2. INSTALL PERMANENT TRAFFIC SIGNALS AT LOOP D / RAMP A
 3. CONSTRUCTION WITH FM 2154
 4. CONSTRUCT FM 2818 OVERLAY UNDER TRAFFIC FROM STA 815+10 TO STA 824+00
- DRAINAGE CONSTRUCTION**
1. CONSTRUCT PROPOSED DRAINAGE STRUCTURES AS CURB CUT OUT E-1, CURB CUT OUT E-4, CURB CUT OUT E-5, AND CULVERT F.



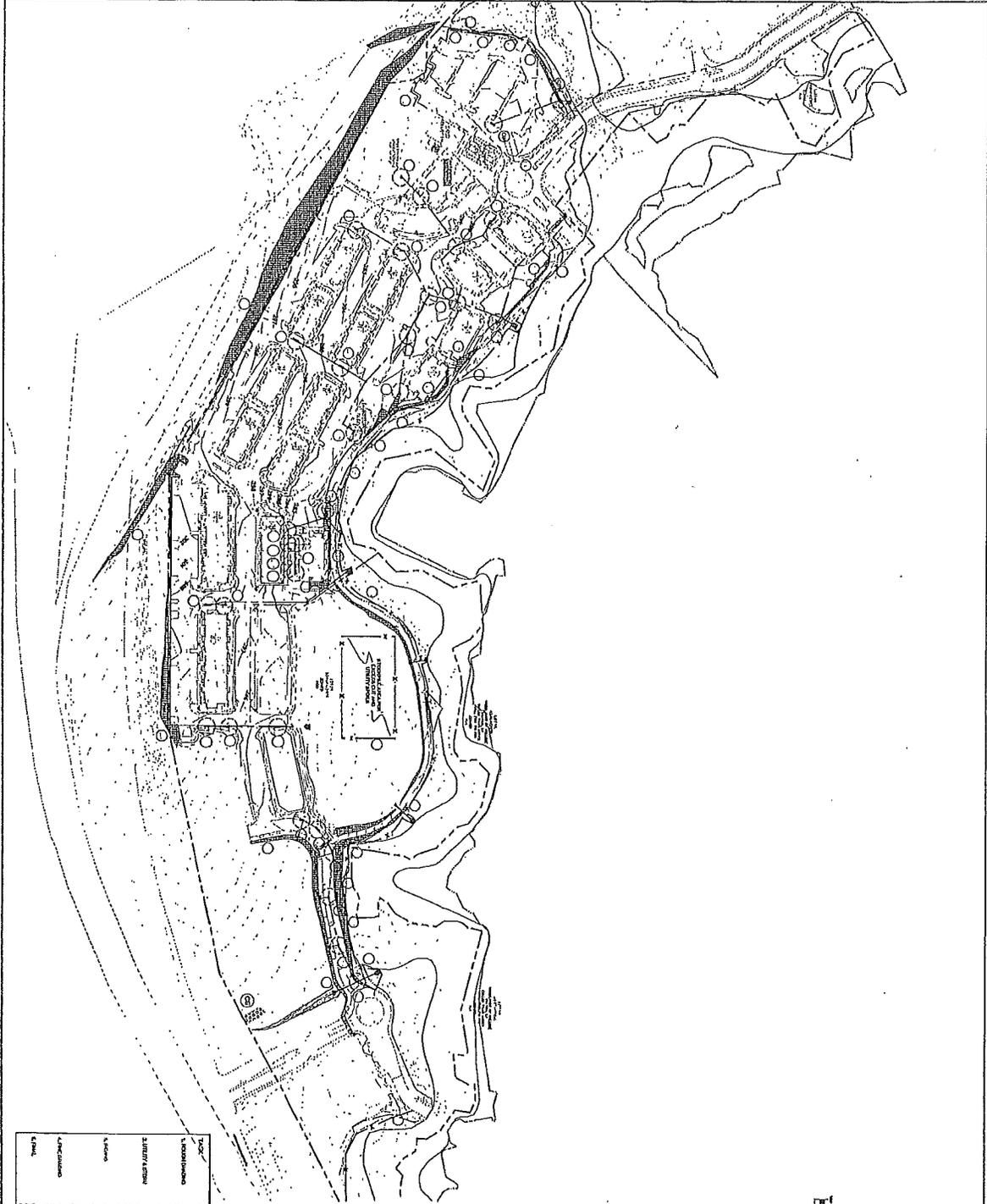
DATE	BY	REVISION
08-09-08	haa	ISSUE FOR CONSTRUCTION
08-09-08	haa	ISSUE FOR REVIEW
08-09-08	haa	ISSUE FOR PERMITS
08-09-08	haa	ISSUE FOR BIDDING
08-09-08	haa	ISSUE FOR CONTRACT



EXHIBIT B TO RESOLUTION

EXHIBIT A

DATE: 02/25/2014
 TIME: 10:00 AM
 PROJECT: CAMPUS VILLAGE PHASE 1A
 DRAWING: EROSION CONTROL PLAN

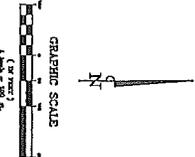
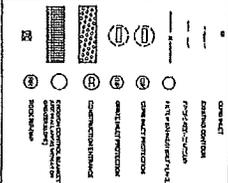


NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE FINAL GRADING AND PAVING IS COMPLETE.
2. THE EROSION CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER AND THE BRAZOS COUNTY ENGINEER BEFORE CONSTRUCTION BEGINS.
3. THE EROSION CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER AND THE BRAZOS COUNTY ENGINEER BEFORE CONSTRUCTION BEGINS.
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5. THE EROSION CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER AND THE BRAZOS COUNTY ENGINEER BEFORE CONSTRUCTION BEGINS.

NOTES:

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5. THE EROSION CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER AND THE BRAZOS COUNTY ENGINEER BEFORE CONSTRUCTION BEGINS.



Scale:	AS SHOWN
Drawn by:	JH/JSW
Checked by:	LST
Date:	02/25/2014
Project No.:	040318

EROSION CONTROL PLAN

**CAMPUS VILLAGE
 PHASE 1A
 CITY OF COLLEGE STATION
 BRAZOS COUNTY, TEXAS**



**Kimley-Horn
 and Associates, Inc.**
 11740 PARKWAY DRIVE, SUITE 100
 DALLAS, TEXAS 75244
 Phone: 972.961.8800

EXHIBIT B TO RESOLUTION

EXHIBIT A

Preliminary Quantities

Traffic Control Plan for Campus Village Construction Access
 FM 2818, College Station, TX

Prepared By: **Kimley-Horn and Associates, Inc.**
 12700 Park Central Drive, Suite 1800
 Dallas, Texas 75251

Physical quantities only, based on 07/07/2010 TCP.
 Lump sum costs for mobilization, traffic control during installation, maintenance, removal not included.

Item No.	Description	Quantity	Unit	Cost	Notes
105	Removing Stab. Base and Asph Pav. (Area with existing pavement, Detour Sta. 1864+43 to Detour Sta. 1866+21)	125.5	SY		
112	Subgrade Widening (Detour Sta. 1862+99 to Detour Sta. 1864+43)	34.3	SY		
508	Constructing Detour (FM 2818 Widening)	160.0	SY		
508	Temporary Pavement (Construction Access Driveway)	350.0	SY		
508	Temporary Pavement (Construction Access Driveway - Extension in Ph IV)	235.0	SY		
677	Removal of Existing Markings/RPMs - Center Lines	480	LF		
677	Removal of Existing Markings/RPMs - Edge Line	750	LF		
677	Removal of Existing Markings/RPMs - Broken Lane Line	190	LF		
662	Work Zone Pavement Marking, 4" Yellow Solid w/ RPM	1,325	LF		
662	Work Zone Pavement Marking, 12" Yellow Solid	100	LF		
662	Work Zone Pavement Marking, 4" White Solid w/ RPM	750	LF		
662	Work Zone Pavement Marking, 4" White Broken w/ RPM	190	LF		
662	Work Zone Pavement Marking, Two-Way Left-Turn Arrow	3	EA		
678	Pav Surf Prep for Markings (4")	2,263	LF		
678	Pav Surf Prep for Markings (12")	100	LF		
678	Work Zone Temporary Signage	6	EA		
	RC Pipe (CL III) (24 IN) (Extension of Temp Pipe 13)	6	EA		
	Rock Construction Access (TxDOT Type 1)	6	LF		

SUB-TOTAL \$
 Contingency @ 10% \$
 GRAND TOTAL \$

Notes:
 Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

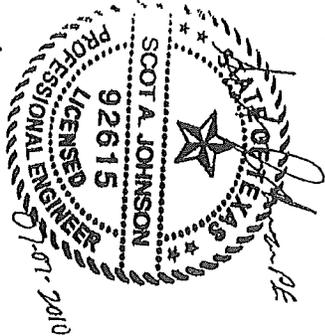


EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

WHEREAS, Commission Minute Order Number 111335 authorizes the State to undertake and complete a highway improvement generally described as the construction of a highway-railroad grade separation; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of a left-turn lane on FM 2818 at its intersections with the temporary Campus Village construction entrance and the Woodlands south driveway, hereinafter called the "Project"; and,

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

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

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

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

Article 5. Responsibilities of the Parties

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

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

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

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

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

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

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

Article 13. Sole Agreement

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

Article 14. Successors and Assigns

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

Article 15. Amendments

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

Article 16. State Auditor

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

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

Article 17. Insurance

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

Article 18. Signatory Warranty

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

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: City of College Station (09050)
Project: STP 2008(683)RGS
CFDA: N/A

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Nancy Berry, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Chief Financial Officer

Date

EXHIBIT B TO RESOLUTION

EXHIBIT B

CSJ: 2399-01-022
 District: Bryan (17)
 Code Chart 64: City of College Station (09050)
 Project: STP 2008(683)RGS
 CFDA: N/A

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of a left-turn lane on FM 2818 at its intersections with the temporary Campus Village construction entrance and the Woodlands south driveway, which are on-system locations. This work may include, but is not limited to, the cost for all temporary pavements, signs, pavement markings and markers. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$ TBD, which includes the State's direct cost for construction items, the costs of necessary maintenance of those items, and construction engineering and contingencies. The State's contractor will construct the work. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of Temporary Pavement	\$0	0%	\$0	100%	\$0
Construction of Pavement Markings and Markers	\$0	0%	\$0	100%	\$0
Construction of Signs	\$0	0%	\$0	100%	\$0
Subtotal	\$0		\$0		\$0
Direct State Costs (including plan review, construction inspection and oversight)	\$0	0%	\$0	100%	\$0
Indirect State Costs	\$0	0%	\$0	100%	\$0
TOTAL	\$0		\$ 0		\$0

Direct State Costs are estimated at 12 percent of the estimated construction cost. Indirect State Costs are estimated at 5.86% of the estimated construction cost.

Local Government's Total Estimated Participation (100%) = \$ TBD

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

July 22, 2010
Consent Agenda Item No. 2i
Construction Contract for the
Hike & Bike Trail Completion Project

To: Glenn Brown, City Manager

From: Chuck Gilman, P.E., Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion approving a resolution awarding a construction contract to Brazos Valley Services in the amount of \$536,205.36 for the Hike & Bike Trail Completion project along FM 2818.

Relationship to Strategic Goals: Goal IV, Improving Multi Modal Transportation.

Recommendation(s): Staff recommends award to Brazos Valley Services in the amount of \$536,205.36.

Summary: The Hike & Bike Trail Completion Project (ST-0904) was part of the 2008 Bond Authorization to implement projects identified by the Hike & Bike Task Force and adopted by Council on November 23, 2004. After hearing the concerns of A&M Consolidated High School students at the May 18, 2009 Council Meeting, Staff proposed an alignment change and Council supported the decision for a multiuse trail to be designed and constructed along the north side of FM 2818 from Welsh to Longmire. The design contract was awarded July 9, 2009. Design was complete, and environmental clearance obtained from TxDOT in April 2010. Staff held a pre-bid public hearing at the May 17, 2010 Council Meeting where support was expressed for the project, and Council directed staff to proceed with the advertisement for construction bids.

An alternate bid item to extend the sidewalk from Texas Avenue to Longmire Drive was also included in the bidding documents. Favorable bids were received on this project, so the alternate bid item will be included in this construction project. Upon completion of this project, the multiuse trail and sidewalk extension will provide complete connectivity between Texas Avenue and Welsh Avenue along FM 2818.

Seven (7) competitive bids were produced in response to Bid No. 10-15. The low bidder for the project is Brazos Valley Service with a proposal in the amount of \$536,205.36. The contract allows for 120 days for the completion of the project. The multiuse path is expected to be complete in December 2010.

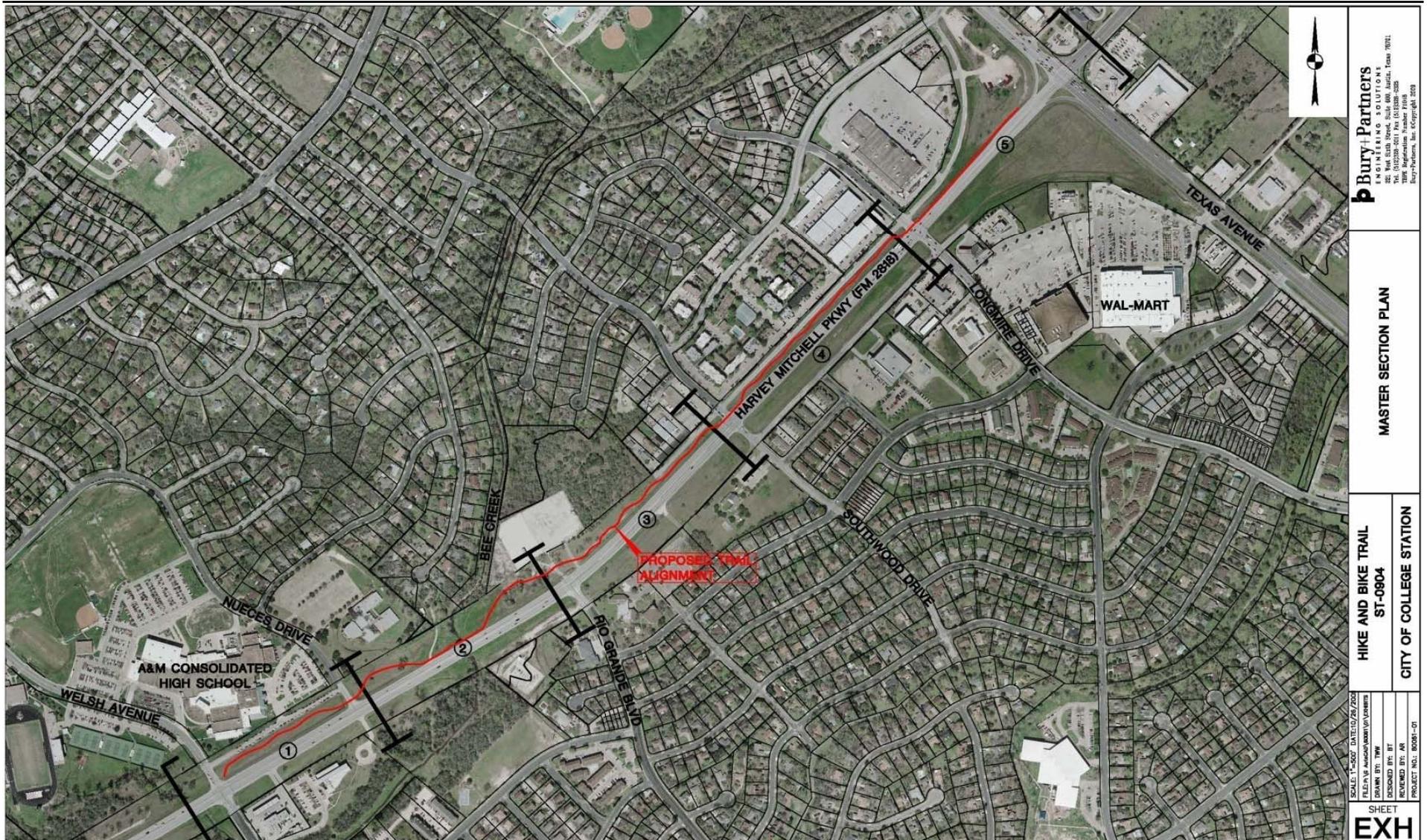
Budget & Financial Summary: This project is funded from the 2008 Bond Authorization in the amount of \$1,000,000. Funds in the amount of \$123,915 have been committed or expended to date, leaving a balance of \$876,085 for construction of the trail and other expenses.

Attachments:

1. Project Map
2. Resolution
3. Bid Tabulation

Hike & Bike Trail Completion Project (ST-0904)

Along FM 2818 from Welsh to Texas Avenue



Bury+Partners
 ENGINEERING SOLUTIONS
 10000 Katy Road, Suite 1000
 Houston, Texas 77054
 Tel: (281) 238-2011 Fax: (281) 238-2025
 TDD: (281) 238-2025
 Bury+Partners, Inc. © Copyright 2013

MASTER SECTION PLAN

HIKE AND BIKE TRAIL
 ST-0904

CITY OF COLLEGE STATION

SCALE: 1"=500' DATE: 07/26/2013
 FILED BY: JAMES/MAN/AV/CONTERS
 DRAWN BY: TWP
 DESIGNED BY: BT
 REVIEWED BY: AN
 PROJECT NO.: 6008-01

SHEET
EXH

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE HIKE AND BIKE TRAIL COMPLETION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Hike and Bike Trail Completion Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Hike and Bike Trail Completion Project; now, therefore,

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

PART 1: That the City Council hereby finds that Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for the Base Bid and Alternate No. 1 in the total amount of \$536,205.36 for the labor, materials and equipment required for the improvements related to the Hike and Bike Trail Completion Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund, in the amount of \$536,205.36.

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



City of College Station - Purchasing Division
 Bid Tabulation for #10-71
 "Hike and Bike Trail"
 Open Date: Thursday, July 1, 201-@ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services		G. W. Williams, Inc.		Dudley Construction Ltd.		Larry Young Paving		Kieschnick General Contractors		Acklam Construction Co., Ltd.		D.L. Meacham LP	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.00 GENERAL CONSTRUCTION ITEMS																	
1.01	1	LS	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction) per lump sum.	\$18,000.00	\$18,000.00	\$9,000.00	\$9,000.00	\$12,420.00	\$12,420.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$33,250.00	\$33,250.00	\$35,000.00	\$35,000.00
Subtotal Item 1.00					\$18,000.00		\$9,000.00		\$12,420.00		\$20,000.00		\$15,000.00		\$33,250.00		\$35,000.00
2.00 REMOVALS & RELOCATIONS																	
2.01	51	STA	Prepare ROW for the hike and bike path including excavation and haul off spoil material as shown on the drawings and directed by the engineer, complete per Station	\$500.00	\$25,500.00	\$798.00	\$40,698.00	\$198.00	\$10,098.00	\$380.00	\$19,380.00	\$500.00	\$25,500.00	\$763.00	\$38,913.00	\$210.00	\$10,710.00
2.02	17	EA	Remove and Replace Trees as shown on the drawings and directed by the engineer, complete per each.	\$400.00	\$6,800.00	\$136.80	\$2,325.60	\$101.00	\$1,717.00	\$225.00	\$3,825.00	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$350.00	\$5,950.00
2.03	4	EA	Remove and Reset Electrical Ground Box to match proposed grade as shown on the drawings and directed by the engineer, complete per each.	\$660.00	\$2,640.00	\$684.00	\$2,736.00	\$688.83	\$2,755.32	\$660.00	\$2,640.00	\$700.00	\$2,800.00	\$654.00	\$2,616.00	\$750.00	\$3,000.00
2.04	2	EA	Relocate Small Traffic Sign Assembly as shown on the drawings and directed by the engineer, complete per each.	\$360.00	\$720.00	\$372.12	\$744.24	\$373.12	\$746.24	\$375.00	\$750.00	\$364.00	\$728.00	\$354.25	\$708.50	\$350.00	\$700.00
2.05	0.25	MI	Trimming of Trees and Removal of Brush as shown on the drawings as directed by the engineer, complete per mile	\$1,000.00	\$250.00	\$4,560.00	\$1,140.00	\$16,072.80	\$4,018.20	\$15,000.00	\$3,750.00	\$6,000.00	\$1,500.00	\$10,000.00	\$2,500.00	\$4,900.00	\$1,225.00
2.06	2	EA	Demolish existing 24" RCP Safety End Treatments shown on the drawings as directed by the engineer, complete in place per each	\$200.00	\$400.00	\$228.00	\$456.00	\$287.00	\$574.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$250.00	\$500.00
Subtotal Item 2.00					\$36,310.00		\$48,099.84		\$19,908.76		\$30,945.00		\$34,928.00		\$49,237.50		\$22,085.00
3.00 ROADWAY & EARTHWORK																	
3.01	725	CY	Excavate Areas as shown on the plans and directed by the engineer. Remove materials encountered to the lines, and typical sections shown on the plans and cross-sections, complete in place per cubic yard	\$10.00	\$7,250.00	\$9.62	\$6,974.50	\$6.89	\$4,995.25	\$8.50	\$6,162.50	\$6.00	\$4,350.00	\$9.16	\$6,641.00	\$150.00	\$108,750.00
3.02	2,534	CY	Furnish and Install Topsoil including placement and grading as directed by the engineer, complete in place per square yard.	\$10.00	\$25,340.00	\$13.68	\$34,665.12	\$13.78	\$34,918.52	\$13.50	\$34,209.00	\$10.00	\$25,340.00	\$13.08	\$33,144.72	\$30.50	\$77,287.00
3.03	133	LF	Furnish and Install Pedestrian Hand Rail as shown on the plans and directed by the engineer, complete in place per linear foot.	\$125.00	\$16,625.00	\$117.42	\$15,616.86	\$88.40	\$11,757.20	\$120.00	\$15,960.00	\$120.00	\$15,960.00	\$140.00	\$18,620.00	\$210.00	\$27,930.00
3.04	4,667	SY	Furnish and Install 5" Sidewalk including all embedment, finishing, surface texture and joints as shown on the drawings	\$28.00	\$130,676.00	\$26.97	\$125,868.99	\$34.09	\$159,098.03	\$28.00	\$130,676.00	\$32.00	\$149,344.00	\$40.00	\$186,680.00	\$30.00	\$140,010.00
3.05	1,050	SY	Furnish and Install 6" Sidewalk including all embedment, finishing, surface texture and joints as shown on the drawings and directed by the engineer, complete in place per square yard.	\$30.00	\$31,500.00	\$28.46	\$29,883.00	\$39.84	\$41,832.00	\$30.00	\$31,500.00	\$35.00	\$36,750.00	\$41.00	\$43,050.00	\$33.00	\$34,650.00
3.06	5,095	SY	Provide 6" depth of Lime Treatment for subgrade including placement as shown on the drawings and directed by the engineer, complete in place per square yard.	\$4.00	\$20,380.00	\$6.98	\$35,563.10	\$5.19	\$26,443.05	\$6.40	\$32,608.00	\$7.00	\$35,665.00	\$6.65	\$33,881.75	\$14.50	\$73,877.50
3.07	1,155	SY	Provide 8" depth of Lime Treatment for subgrade including placement as shown on the drawings and directed by the engineer, complete in place per square yard.	\$5.00	\$5,775.00	\$7.27	\$8,396.85	\$5.57	\$6,433.35	\$7.25	\$8,373.75	\$9.00	\$10,395.00	\$6.93	\$8,004.15	\$16.50	\$19,057.50
3.08	310	SY	Provide Flexible Base including placement as shown on the drawings and directed by the engineer, complete in place per square yard.	\$15.00	\$4,650.00	\$10.42	\$3,230.20	\$86.10	\$26,691.00	\$17.00	\$5,270.00	\$20.00	\$6,200.00	\$10.00	\$3,100.00	\$28.00	\$8,680.00
3.09	65	LF	Furnish and Install Thickened Concrete Slab as shown on the drawings and directed by the engineer, complete in place per	\$25.00	\$1,625.00	\$44.04	\$2,862.60	\$26.49	\$1,721.85	\$21.00	\$1,365.00	\$50.00	\$3,250.00	\$40.00	\$2,600.00	\$52.50	\$3,412.50
3.10	1	EA	Furnish and Install Type 5 Curb Ramp as shown on the drawings and directed by the engineer, complete in place per each.	\$750.00	\$750.00	\$777.46	\$777.46	\$516.63	\$516.63	\$825.00	\$825.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,150.00	\$1,150.00
3.11	5	EA	Furnish and Install Type 7 Curb Ramp as shown on the drawings and directed by the engineer, complete in place per each.	\$500.00	\$2,500.00	\$403.56	\$2,017.80	\$401.82	\$2,009.10	\$935.00	\$4,675.00	\$2,400.00	\$12,000.00	\$550.00	\$2,750.00	\$950.00	\$4,750.00
3.12	39	SF	Furnish and Install Segmental Retaining Wall including reinforcement for trail, as shown on the drawings and directed by the engineer, complete in place per surface square foot.	\$50.00	\$1,950.00	\$29.36	\$1,145.04	\$82.42	\$3,214.38	\$120.00	\$4,680.00	\$100.00	\$3,900.00	\$75.00	\$2,925.00	\$45.00	\$1,755.00



City of College Station - Purchasing Division
 Bid Tabulation for #10-71
 "Hike and Bike Trail"
 Open Date: Thursday, July 1, 201-@ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services		G. W. Williams, Inc.		Dudley Construction Ltd.		Larry Young Paving		Kieschnick General Contractors		Acklam Construction Co., Ltd.		D.L. Meacham LP	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.13	3	EA	Remove and Relocate Street Light as shown on the drawings and directed by the engineer, complete in place per each	\$6,600.00	\$19,800.00	\$6,840.00	\$20,520.00	\$6,888.34	\$20,665.02	\$6,600.00	\$19,800.00	\$7,000.00	\$21,000.00	\$6,540.00	\$19,620.00	\$7,000.00	\$21,000.00
Subtotal Item 3.00				\$268,821.00	\$287,521.52	\$340,295.38	\$296,104.25	\$325,654.00	\$361,516.62	\$522,309.50							
4.00 EROSION CONTROL																	
4.01	56	SY	Furnish and Install Temporary Construction Exit as shown on the drawings and directed by the engineer, complete in place per each	\$35.00	\$1,960.00	\$47.88	\$2,681.28	\$14.35	\$803.60	\$30.00	\$1,680.00	\$14.00	\$784.00	\$25.00	\$1,400.00	\$24.50	\$1,372.00
4.02	7,374	LF	Furnish and Install Temporary Sediment Control Fence as directed by the engineer, complete in place per linear foot.	\$3.00	\$22,122.00	\$1.66	\$12,240.84	\$1.49	\$10,987.26	\$1.40	\$10,323.60	\$1.46	\$10,766.04	\$2.46	\$18,140.04	\$1.40	\$10,323.60
4.03	14	EA	Furnish and Install Tree Protection as directed by the engineer, complete in place per each.	\$200.00	\$2,800.00	\$171.00	\$2,394.00	\$66.01	\$924.14	\$500.00	\$7,000.00	\$450.00	\$6,300.00	\$150.00	\$2,100.00	\$200.00	\$2,800.00
4.04	1	LS	Furnish a Stormwater Pollution Protection Plan for the work to be performed as shown in the drawings and directed by the engineer, complete per each	\$500.00	\$500.00	\$969.00	\$969.00	\$861.04	\$861.04	\$3,800.00	\$3,800.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
4.05	7,154	SY	Furnish and Install Cell Fiber Mulch Seeding (permanent seeding for urban clay areas) as directed by the engineer, complete in place per square yard.	\$0.50	\$3,577.00	\$0.33	\$2,360.82	\$0.33	\$2,360.82	\$0.30	\$2,146.20	\$0.39	\$2,790.06	\$0.40	\$2,861.60	\$0.30	\$2,146.20
4.06	7,154	SY	Furnish and Install Soil Retention Blanket as directed by the engineer, complete in place per square yard.	\$2.00	\$14,308.00	\$1.24	\$8,870.96	\$1.24	\$8,870.96	\$1.10	\$7,869.40	\$1.34	\$9,586.36	\$1.18	\$8,441.72	\$0.95	\$6,796.30
Subtotal Item 4.00				\$45,267.00	\$29,516.90	\$24,807.82	\$32,819.20	\$30,976.46	\$34,443.36	\$25,938.10							
5.00 PAVEMENT MARKINGS																	
5.01	284	LF	Eliminate 4" Solid Yellow Pavement Marking as directed by the engineer, complete in place per linear foot.	\$2.10	\$596.40	\$2.18	\$619.12	\$2.18	\$619.12	\$2.20	\$624.80	\$2.13	\$604.92	\$2.08	\$590.72	\$2.10	\$596.40
5.02	75	LF	Eliminate 8" Solid White Pavement Marking as directed by the engineer, complete in place per linear foot.	\$3.20	\$240.00	\$3.32	\$249.00	\$3.33	\$249.75	\$3.30	\$247.50	\$3.25	\$243.75	\$3.17	\$237.75	\$3.05	\$228.75
5.03	280	LF	Eliminate 12" Solid White Pavement Marking as directed by the engineer, complete in place per linear foot.	\$4.40	\$1,232.00	\$4.56	\$1,276.80	\$4.59	\$1,285.20	\$4.45	\$1,246.00	\$4.48	\$1,254.40	\$4.36	\$1,220.80	\$4.20	\$1,176.00
5.04	60	LF	Eliminate 24" Solid White Pavement Marking as directed by the engineer, complete in place per linear foot.	\$5.50	\$330.00	\$5.73	\$343.80	\$5.74	\$344.40	\$7.00	\$420.00	\$5.60	\$336.00	\$5.45	\$327.00	\$5.25	\$315.00
5.05	2	EA	Eliminate Arrow Solid White Pavement Marking as directed by the engineer, complete in place per each.	\$110.00	\$220.00	\$114.00	\$228.00	\$114.81	\$229.62	\$115.00	\$230.00	\$112.00	\$224.00	\$109.00	\$218.00	\$105.00	\$210.00
5.06	2	EA	Eliminate Double Arrow Solid White Pavement Marking as directed by the engineer, complete in place per each.	\$165.00	\$330.00	\$171.00	\$342.00	\$172.21	\$344.42	\$165.00	\$330.00	\$168.00	\$336.00	\$163.50	\$327.00	\$160.00	\$320.00
5.07	292	LF	Furnish and Install Type I, 4" Solid Yellow Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$1.32	\$385.44	\$1.37	\$400.04	\$1.38	\$402.96	\$1.34	\$391.28	\$1.34	\$391.28	\$1.31	\$382.52	\$1.30	\$379.60
5.08	75	LF	Furnish and Install Type I, 8" Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$2.40	\$180.00	\$2.47	\$185.25	\$2.48	\$186.00	\$2.42	\$181.50	\$2.42	\$181.50	\$2.36	\$177.00	\$2.30	\$172.50
5.09	409	LF	Furnish and Install Type I, 12" Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$4.00	\$1,636.00	\$4.12	\$1,685.08	\$4.13	\$1,689.17	\$4.00	\$1,636.00	\$4.03	\$1,648.27	\$3.93	\$1,607.37	\$3.50	\$1,431.50
5.10	81	LF	Furnish and Install Type I, 24" Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$9.25	\$749.25	\$9.62	\$779.22	\$9.64	\$780.84	\$9.41	\$762.21	\$9.41	\$762.21	\$9.16	\$741.96	\$8.90	\$720.90
5.11	2	EA	Furnish and Install Type I, Arrow Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$165.00	\$330.00	\$171.00	\$342.00	\$168.83	\$337.66	\$170.00	\$340.00	\$168.00	\$336.00	\$163.50	\$327.00	\$160.00	\$320.00
5.12	2	EA	Furnish and Install Type I, Double Arrow Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$231.00	\$462.00	\$239.40	\$478.80	\$241.09	\$482.18	\$245.00	\$490.00	\$235.20	\$470.40	\$228.90	\$457.80	\$220.00	\$440.00
5.13	292	LF	Furnish and Install Type II, 4" Solid Yellow Reflective Pavement Marking as directed by the engineer, complete in place per linear foot.	\$0.61	\$178.12	\$0.63	\$183.96	\$0.63	\$183.96	\$0.62	\$181.04	\$0.62	\$181.04	\$0.60	\$175.20	\$0.60	\$175.20
5.14	75	LF	Furnish and Install Type II, 8" Solid White Reflective Pavement Marking as directed by the engineer, complete in place per linear foot.	\$1.45	\$108.75	\$1.51	\$113.25	\$1.52	\$114.00	\$1.50	\$112.50	\$1.48	\$111.00	\$1.44	\$108.00	\$1.40	\$105.00



City of College Station - Purchasing Division
 Bid Tabulation for #10-71
 "Hike and Bike Trail"
 Open Date: Thursday, July 1, 201-@ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services		G. W. Williams, Inc.		Dudley Construction Ltd.		Larry Young Paving		Kieschnick General Contractors		Acklam Construction Co., Ltd.		D.L. Meacham LP	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
5.15	409	LF	Furnish and Install Type II, 12" Solid White Reflective Pavement Marking as directed by the engineer, complete in place per linear foot	\$1.85	\$756.65	\$1.89	\$773.01	\$1.89	\$773.01	\$1.85	\$756.65	\$1.85	\$756.65	\$1.80	\$736.20	\$1.75	\$715.75
5.16	81	LF	Furnish and Install Type II, 24" Solid White Reflective Pavement Marking as directed by the engineer, complete in place per linear foot.	\$6.00	\$486.00	\$6.30	\$510.30	\$6.31	\$511.11	\$6.05	\$490.05	\$6.16	\$498.96	\$6.00	\$486.00	\$5.78	\$468.18
5.17	2	EA	Furnish and Install Type II, Arrow Solid White Reflective Pavement Marking as directed by the engineer, complete in place per each.	\$100.00	\$200.00	\$94.46	\$188.92	\$94.71	\$189.42	\$90.75	\$181.50	\$92.40	\$184.80	\$89.93	\$179.86	\$87.00	\$174.00
5.18	2	EA	Furnish and Install Type I, Double Arrow Solid White Reflective Pavement Marking as directed by the engineer, complete in place per each.	\$160.00	\$320.00	\$157.44	\$314.88	\$157.86	\$315.72	\$150.00	\$300.00	\$154.00	\$308.00	\$149.88	\$299.76	\$144.00	\$288.00
Subtotal Item 5.00					\$8,740.61		\$9,013.43		\$9,038.54		\$8,921.03		\$8,829.18		\$8,599.94		\$8,236.78
6.00 TRAFFIC																	
6.01	235	LF	Furnish and Install Number 2 Base Electrical Conductor as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$2.75	\$646.25	\$2.86	\$672.10	\$2.87	\$674.45	\$2.75	\$646.25	\$3.00	\$705.00	\$2.73	\$641.55	\$3.00	\$705.00
6.02	4	EA	Furnish and Install Pedestrian Push Buttons as shown on the drawings and directed by the engineer, complete in place per each	\$825.00	\$3,300.00	\$855.00	\$3,420.00	\$861.04	\$3,444.16	\$825.00	\$3,300.00	\$900.00	\$3,600.00	\$817.50	\$3,270.00	\$800.00	\$3,200.00
6.03	13	EA	Furnish and Install Traffic Signs as shown on the drawings and directed by the engineer, complete in place per each	\$385.00	\$5,005.00	\$399.00	\$5,187.00	\$401.82	\$5,223.66	\$400.00	\$5,200.00	\$392.00	\$5,096.00	\$380.00	\$4,940.00	\$500.00	\$6,500.00
6.04	3	MO	Provide Traffic Control including labor and materials as directed by the engineer, complete in place per month	\$3,000.00	\$9,000.00	\$2,280.00	\$6,840.00	\$2,694.49	\$8,083.47	\$8,000.00	\$24,000.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00	\$3,500.00	\$10,500.00
6.05	44	LF	Furnish and Install 1" Conduit as shown on the drawings and directed by the engineer, complete in place per linear foot	\$31.00	\$1,364.00	\$31.92	\$1,404.48	\$32.15	\$1,414.60	\$30.80	\$1,355.20	\$33.00	\$1,452.00	\$30.52	\$1,342.88	\$32.00	\$1,408.00
Subtotal Item 6.00					\$19,315.25		\$17,523.58		\$18,840.34		\$34,501.45		\$16,853.00		\$25,194.43		\$22,313.00
7.00 STORM SEWER																	
7.01	122	LF	Furnish and Install 18" Class III RCP as shown on the drawings and directed by the engineer, complete in	\$50.00	\$6,100.00	\$56.33	\$6,872.26	\$50.91	\$6,211.02	\$55.00	\$6,710.00	\$50.00	\$6,100.00	\$83.93	\$10,239.46	\$63.00	\$7,686.00
7.02	177	LF	Furnish and Install 24" Class III RCP as shown on the drawings and directed by the engineer, complete in	\$75.00	\$13,275.00	\$63.20	\$11,186.40	\$61.82	\$10,942.14	\$67.00	\$11,859.00	\$60.00	\$10,620.00	\$87.20	\$15,434.40	\$77.00	\$13,629.00
7.03	4	EA	Furnish and Install 18" Type II Safety End Treatment as shown in the drawings and directed by the engineer, complete in place	\$1,000.00	\$4,000.00	\$1,299.60	\$5,198.40	\$910.26	\$3,641.04	\$1,700.00	\$6,800.00	\$1,500.00	\$6,000.00	\$790.25	\$3,161.00	\$1,050.00	\$4,200.00
7.04	4	EA	Furnish and Install 24" Type II Safety End Treatment as shown in the drawings and directed by the engineer, complete in place	\$1,000.00	\$4,000.00	\$1,573.20	\$6,292.80	\$1,191.27	\$4,765.08	\$2,250.00	\$9,000.00	\$1,700.00	\$6,800.00	\$1,362.50	\$5,450.00	\$1,250.00	\$5,000.00
Subtotal Item 7.00					\$27,375.00		\$29,549.86		\$25,559.28		\$34,369.00		\$29,520.00		\$34,284.86		\$30,515.00
Sum of Items 1.00, 2.00, 3.00, 4.00, 5.00, 6.00, & 7.00					\$423,828.86		\$430,225.13		\$450,870.12		\$457,659.93		\$461,760.64		\$546,526.71		\$666,397.38
ALTERNATE BID ITEMS TABLE																	
Alternate No. 1 - Sidewalk from Longmire Drive to Texas Avenue																	
A-1	10	STA	Prepare ROW for the hike and bike path including excavation and haul off spoil material as shown on the drawings and directed by the engineer, complete per Station	\$500.00	\$5,000.00	\$1,915.00	\$19,150.00	\$146.95	\$1,469.50	\$380.00	\$3,800.00	\$500.00	\$5,000.00	\$1,831.20	\$18,312.00	\$210.00	\$2,100.00
A-2	6	CY	Excavate Areas as shown on the plans and directed by the engineer. Remove materials encountered to the lines, and typical sections shown on the plans and cross-sections, complete in place per cubic yard	\$25.00	\$150.00	\$16.49	\$98.94	\$6.89	\$41.34	\$10.00	\$60.00	\$20.00	\$120.00	\$15.70	\$94.20	\$120.00	\$720.00
A-3	858	CY	Furnish and Install Topsoil including placement and grading as directed by the engineer, complete in place per cubic yard.	\$10.00	\$8,580.00	\$13.68	\$11,737.44	\$13.78	\$11,823.24	\$14.00	\$12,012.00	\$10.00	\$8,580.00	\$13.08	\$11,222.64	\$30.50	\$26,169.00
A-4	860	SY	Furnish and Install 5" Sidewalk including all embedment, finishing, surface texture and joints as shown on the drawings and directed by the engineer, complete in place per square yard.	\$28.00	\$24,080.00	\$27.31	\$23,486.60	\$33.58	\$28,878.80	\$28.00	\$24,080.00	\$32.00	\$27,520.00	\$40.00	\$34,400.00	\$30.00	\$25,800.00
A-5	901	SY	Provide 6" depth of Flexible Base including placement as shown on the drawings and directed by the engineer, complete in place per square yard.	\$15.00	\$13,515.00	\$10.42	\$9,388.42	\$8.61	\$7,757.61	\$17.00	\$15,317.00	\$20.00	\$18,020.00	\$10.00	\$9,010.00	\$33.00	\$29,733.00
A-6	908	LF	Furnish and Install Temporary Sediment Control Fence as directed by the engineer, complete in place per linear foot.	\$3.00	\$2,724.00	\$1.66	\$1,507.28	\$1.49	\$1,352.92	\$1.40	\$1,271.20	\$1.46	\$1,325.68	\$2.46	\$2,233.68	\$1.40	\$1,271.20
A-7	3	EA	Furnish and Install Tree Protection as directed by the engineer, complete in place per each.	\$250.00	\$750.00	\$171.00	\$513.00	\$86.10	\$258.30	\$500.00	\$1,500.00	\$64.40	\$193.20	\$150.00	\$450.00	\$200.00	\$600.00
A-8	1,967	SY	Furnish and Install Cell Fiber Mulch Seeding (permanent seeding for urban clay areas) as directed by the engineer, complete in place per square yard.	\$0.50	\$983.50	\$0.33	\$649.11	\$0.33	\$649.11	\$0.30	\$590.10	\$0.39	\$767.13	\$0.40	\$786.80	\$0.30	\$590.10
A-9	1,967	SY	Furnish and Install Soil Retention Blanket as directed by the engineer, complete in place per square yard	\$2.00	\$3,934.00	\$1.24	\$2,439.08	\$1.19	\$2,340.73	\$1.10	\$2,163.70	\$1.34	\$2,635.78	\$1.18	\$2,321.06	\$0.95	\$1,868.65
A-10	1	MO	Provide Traffic Control including labor and materials as directed by the engineer, complete in place per month	\$3,000.00	\$3,000.00	\$2,280.00	\$2,280.00	\$1,435.07	\$1,435.07	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00



City of College Station - Purchasing Division
 Bid Tabulation for #10-71
 "Hike and Bike Trail"
 Open Date: Thursday, July 1, 201-@ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services		G. W. Williams, Inc.		Dudley Construction Ltd.		Larry Young Paving		Kieschnick General Contractors		Acklam Construction Co., Ltd.		D.L. Meacham LP	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-11	3	EA	Furnish and Install 10" Type 2 Curb Inlet as shown on the drawings and as directed by the engineer, complete in place per each	\$4,000.00	\$12,000.00	\$2,528.52	\$7,585.56	\$5,740.29	\$17,220.87	\$2,750.00	\$8,250.00	\$4,000.00	\$12,000.00	\$5,232.00	\$15,696.00	\$4,500.00	\$13,500.00
A-12	92	LF	Furnish and Install 15" Class III RCP as shown on the drawings and directed by the engineer, complete in place per linear foot	\$40.00	\$3,680.00	\$47.69	\$4,387.48	\$34.91	\$3,211.72	\$55.00	\$5,060.00	\$50.00	\$4,600.00	\$78.48	\$7,220.16	\$58.00	\$5,336.00
A-13	3	EA	Furnish and Install 15" Type II Safety End Treatment as shown in the drawings and directed by the engineer, complete in place per each	\$750.00	\$2,250.00	\$1,187.88	\$3,563.64	\$678.19	\$2,034.57	\$1,700.00	\$5,100.00	\$1,500.00	\$4,500.00	\$654.00	\$1,962.00	\$950.00	\$2,850.00
A-14	860	LF	Furnish and Install Type Curb and Gutter as shown in the drawings and directed by the engineer, complete in place per linear foot	\$18.00	\$15,480.00	\$12.46	\$10,715.60	\$17.79	\$15,299.40	\$20.00	\$17,200.00	\$15.00	\$12,900.00	\$17.00	\$14,620.00	\$30.00	\$25,800.00
A-15	2	EA	Raise Existing Street Light to match proposed grades as shown in drawings and directed by engineer, complete in place per each	\$7,000.00	\$14,000.00	\$7,182.00	\$14,364.00	\$7,232.76	\$14,465.52	\$7,000.00	\$14,000.00	\$7,300.00	\$14,600.00	\$6,867.00	\$13,734.00	\$7,200.00	\$14,400.00
Subtotal Alternate No. 1				\$110,126.50		\$111,866.15		\$108,238.70		\$116,404.00		\$114,761.79		\$152,062.54		\$154,237.95	
Total Base Bid and Alternates				\$533,955.36		\$542,091.28		\$559,108.82		\$574,063.93		\$576,522.43		\$698,589.25		\$820,635.33	
Certification of Bid				✓		✓		✓		✓		✓		✓		✓	
Acknowledged Addendums (2)				✓		✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓		✓	

22 July 2010
Consent Agenda Item No. 2j
Banner Resolution for Copy Corner

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion on a Resolution authorizing banners for Copy Corner recognizing the Wind Watts program.

Relationship to Strategic Goals: N/A

Recommendation(s): Staff recommends adopting the resolution as submitted.

Summary: In recognition of City's Wind Watts program, the owner of Copy Corner proposes to erect and display three banners at his business located at 2307 Texas Avenue South. This Resolution allows the installation and display of three 30" x 60" (12.5 sq. ft.) banners attached to existing light standards. The installation cost will be borne by the business owner. The Resolution also authorizes the banners to remain in place from 23 July 2010 to 23 January 2011.

Section 7.4.E.1 of the City of College Station Unified Development Ordinance (UDO) exempts banners from UDO regulations where there has been a resolution of the City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit.

Lastly, staff will be reevaluating the sign ordinance and bringing a recommendation to the City Council regarding options to relax the regulations governing the use of banners such as those described above.

Budget & Financial Summary: N/A

Attachments:

1. Banner Dimensions
2. Banner Mounting details
3. Site Plan (showing location of existing light poles)
4. Resolution
- 5.

Banner Dimensions



30" X 60"

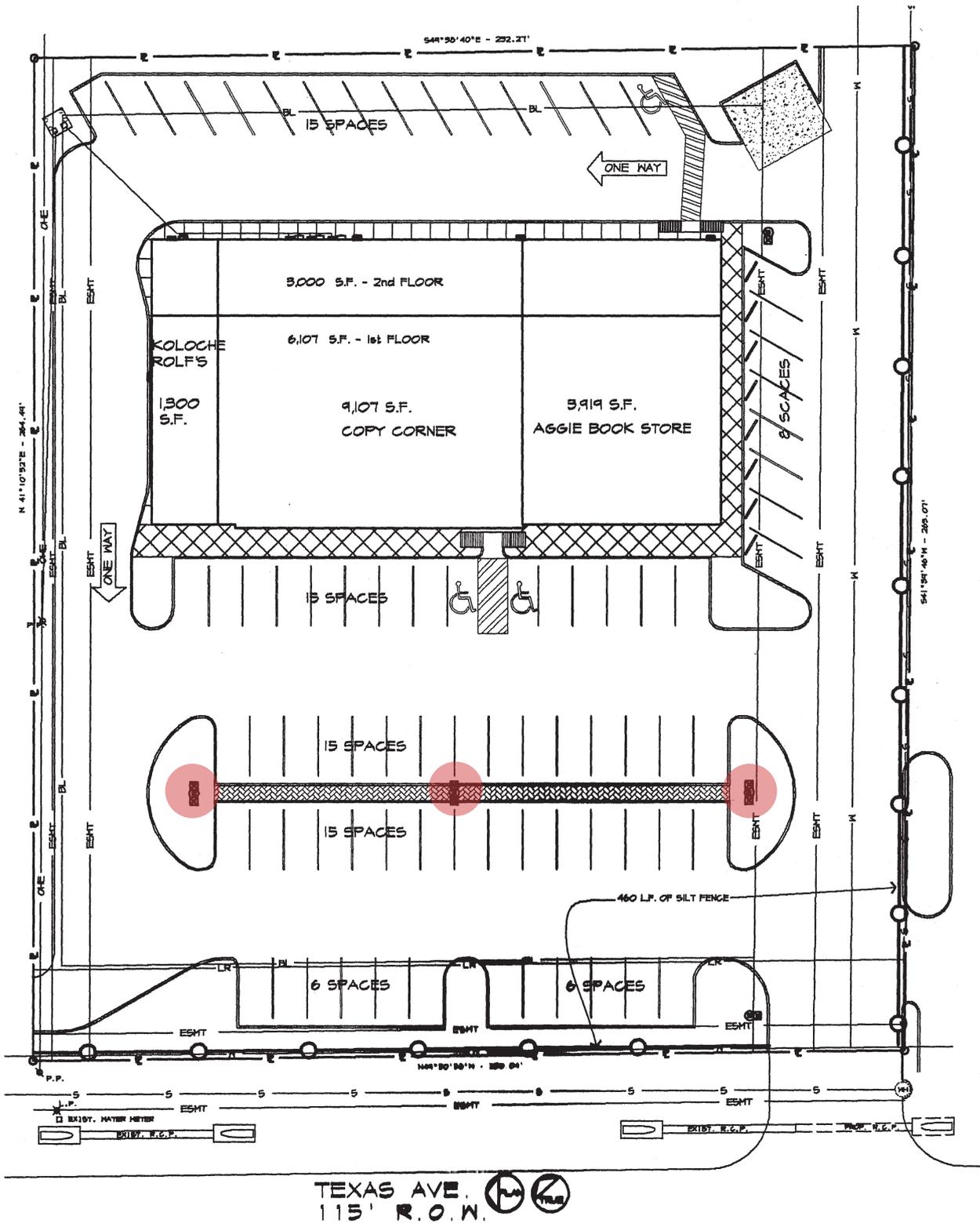
Copy Corner Banner Information



- Height of the light pole 25 ft

Bottom of banner approximately 14.5 ft from the ground

Copy Corner Light Pole Placements



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DISPLAY OF BANNERS IN RECOGNITION OF THE WIND WATTS PROGRAM

WHEREAS, the City of College Station is committed to the preservation of the environment and promotes the use of renewable energy through the Wind Watts program.

WHEREAS, the owner of Copy Corner proposes to erect and display three banners recognizing the Wind Watts program at his business located at 2307 Texas Avenue South; and

WHEREAS, the Wind Watts program promotes a positive image for the City of College Station for the attraction of business or tourism and creates a positive community spirit; and

WHEREAS, Section 7.4.E of the City of College Station Unified Development Ordinance (UDO) exempts signs from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; or (c) creates a positive community spirit; now, therefore,

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

- PART 1: That the City Council hereby finds that the display of the aforementioned banners promotes a positive image for the City of College Station for the attraction of business or tourism, and creates a positive community spirit.
- PART 2: That the City Council hereby authorizes City staff to approve the location of the banners.
- PART 3: That the City Council hereby allows the owner of Copy Corner to display said banners from July 23, 2010, to January 23, 2011.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of July, A.D. 2010.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

July 22, 2010
Regular Agenda Item No. 1
Capital Project Funding Presentation

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on capital project funding for the City of College Station.

Relationship to Strategic Goals: Goal 1.1 Spending taxpayer money efficiently.

Recommendation(s): Staff recommends the City Council receive the presentation and provide any input or direction desired.

Summary: As part of a growing community, the City of College Station has infrastructure needs that must be met. The City has a capital plan to address those needs. Categories of capital projects include streets, parks, facilities, and utilities including electric, water, wastewater and drainage. The capital projects are funded in a variety of ways including, existing cash, grants, impact fees, and through the issuance of long term debt.

The City is planning on issuing debt on August 26th for capital projects.

This presentation will provide an overview of the funding of capital projects by the City of College Station.

Budget & Financial Summary: In Fiscal Year 2010 the City has an original capital budget of \$53,210,063.

Attachments:

1. List of 2010 Long Term Debt Funded Projects

2003 General Obligation Bonds

Streets			
	\$	1,080,000	Oversize Participation (Holleman Ext)
Streets Total	\$	1,080,000	ST0519 20 Yrs
2003 GOB Total	\$	<u>1,080,000</u>	

2008 General Obligation Bonds

Streets			
	\$	2,185,000	Victoria Avenue
		875,000	Hike and Bike Trail Completion
		400,000	Jones Butler (Penberthy) Extension
		6,925,000	Barron Road Widening Phase II
		1,000,000	Royder Rd Improvements (Barron authorization)
		60,000	Rock Prairie Rd West ROW
Streets Total	\$	<u>11,445,000</u>	ST0903 20 Yrs
			ST0904 20 Yrs
			ST0905 20 Yrs
			ST1026 20 Yrs
			TBD 20 Yrs
			ST1025 20 Yrs
Parks			
	\$	720,000	Skate Park
		150,000	Central Park Improvements
Parks Total	\$	<u>870,000</u>	PK0911 20 Yrs
			PK1001 20 Yrs
General Government			
	\$	6,240,000	Fire Station #6
General Govt Total	\$	<u>6,240,000</u>	GG0903 20 Yrs
2008 GOB Total	\$	<u>18,555,000</u>	
GOB Total	\$	<u><u>19,635,000</u></u>	

Certificates of Obligation

General Government	150,000	Server Consolidation	CO0901 7 Yrs
	260,000	Fiber Optic Infrastructure	CO0902 7 Yrs
General Govt Total	<u>\$ 410,000</u>		
Governmental - Other		ACBV Building	5 Yrs
	<u>520,000</u>		
	<u>\$ 520,000</u>		
Governmental CO Subtotal	<u>\$ 930,000</u>		

Certificates of Obligation

Electric Projects	<u>\$ 2,530,000</u>		20 Yrs
Water Projects	<u>\$ -</u>		20 Yrs
Wastewater Projects	<u>\$ 300,000</u>		
Utility CO Subtotal	<u>\$ 2,830,000</u>		20 Yrs
Estimated Debt Issuance Costs	\$ 150,000		
Certificates of Obligation Total	<u><u>\$ 3,910,000</u></u>		

July 22, 2010
Regular Agenda Item No. 2
Appeal of Variance Request Denial by the Cemetery Committee
Related to Monument Size Restrictions

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action and discussion regarding an appeal by Ken and Kimberly Reynolds to the City Council on a variance request denied by the Cemetery Committee for the placement of a monument exceeding size restrictions in the College Station Cemetery.

Relationship to Strategic Goals: II.1. Neighborhood Integrity – Preserving and restoring older neighborhoods

Recommendation(s): Staff requests Council consideration and direction on this appeal to the City's Cemetery Rules and Regulations. One option for the Council is to direct staff to set up a joint City Council / Cemetery Committee meeting to discuss these rules and regulations.

Summary: Ken and Kimberly Reynolds have requested an appeal to the City Council on a variance request that was denied by the Cemetery Committee on three separate occasions. The Reynolds have requested a variance to the monument size restrictions contained in the College Station Code of Ordinances, Chapter 1 "GENERAL PROVISIONS", Section 29 "COLLEGE STATION CEMETERY RULES AND REGULATIONS", Sub-Section J "MONUMENTS AND FOOT MARKERS IN THE COLLEGE STATION CEMETERY" for a single monument to be placed on their son's grave space. The appeal process to the City Council is allowed for in Sub-Section M of the same ordinance.

The Reynolds have made three different variance requests for the placement of a single monument in the College Station Cemetery located on Texas Ave. The Cemetery Committee considered these requests during their meetings of October 12, 2009; November 10, 2009; and June 8, 2010. Each variance request complied with the size restrictions for width and depth dimensions. However, the three requests exceeded the maximum height restrictions by thirty inches in October 2009, ten inches in November 2009, and eleven inches in June 2010. In each case the Cemetery Committee voted to not allow for any variance from the monument size restrictions. The Reynolds have elected to exercise their right of appeal to the City Council and submitted their letter of appeal to the City Secretary on June 18th.

Budget & Financial Summary: N/A

Attachments:

1. Copy of Reynolds letter and attachments to Connie Hooks, dated June 18, 2010
2. October 12, 2009 Minutes of the Cemetery Advisory Committee
3. November 10, 2009 Minutes of the Cemetery Advisory Committee
4. June 8, 2010 Minutes of the Cemetery Advisory Committee
5. Code of Ordinances, Chapter 1, Section 29 (On file in City Secretary's Office)

June 18, 2010

Connie Hooks

City Secretary

City Council of College Station, TX

Ms. Hooks and City Council:

Please accept this letter as a formal appeal to the College Station Cemetery Committee's denial of our request for a monument variance. The monument would be placed at the gravesite of our son, Ryan Thomas Reynolds in the College Station Cemetery.

We began our conversations in June 2009 with Robert Hole, Cemetery Sexton, and submitted our first request for a variance on October 6, 2009 for the October 12, 2009 meeting. We also submitted a request for a bench to be placed near Ryan's gravesite. We attended the meeting in the hope of finalizing a formality on the monument variance and to add the bench. We did not foresee a problem since there were other monuments that were similar in size, and even larger, than the one Choate Monuments had designed for our son. These other monuments had also been placed in the cemetery within the year before our request, so nothing had changed in the way of cemetery rules, regulations, and requirements. However, our request for the monument, and the bench, was voted down even though several of the committee members voted to pass the request and were as surprised by its' denial as we were. The chair person was unable to be in attendance that day, so that may have had an effect on the outcome as well. The meeting was led by someone other than the official overseer. (The original design of our son's monument was similar to the gravestone of Elizabeth Pickens including a Base, Sub-base, and Die.) We feel that our son is as precious and will be missed as much as the people whose families were allowed to place the monument of their choice. I can understand the need that existed for them, and that exists for us, to in some way give some of the beauty and character of their loved one to the final monument to their lives. A precedent was set when requests were honored for monuments that were a little different in shape and size, even though I assume that most people are fine with the traditional marker.

The 2nd request was made for the November 10, 2009 meeting. We adjusted the size of the Base from 8" to 6" and the Die from 48" to 36" with a 4" Sub-base remaining the same as before. (The Pickens Monument has an 8" Base with a 1" piece of granite on top, a 4" Sub-base, and approximately 4' Die). We included a new rendering of the monument and a letter attempting to express our desire to compromise while still being able to honor our son with the monument we had chosen. We felt that reducing the height of the monument in this way would be acceptable to the committee. Also, it was important to us to finalize this process before the holidays and the upcoming anniversary of our sons' death. This request for the monument was also denied. The bench was approved this time which was to be the same as others already placed in the cemetery.

Our most recent request was on June 8th, 2010. As you can see there is a window of time between the last two requests. It has been excruciatingly painful to endure this past year and to continue revisiting this issue time and time again. I have worked on this for so long, and with the encouragement to submit something different, have revised it many times trying to find something that would be approved. I have thought to let it go, but because this is our last way in which to honor the memory of our son and his beautiful life, I felt like I needed to bring this to the attention of this committee.

As I wrote in the letter we sent to the cemetery committee back in the fall, we only want the ability to give our family the same opportunity to express our feelings through this monument as the other families who have endured such pain have been allowed to do. I know that a few of the monument pictures I have included are older, and that they, along with some plantings etc. that are no longer in the by-laws, were grandfathered in. But a few of them are newer as well, and the dimensions have been the same from the time those monuments were placed in the cemetery to the time that we have made our request. In my humble opinion the look of the cemetery is not altered or made unsightly by the existence of the monuments placed in various sections that are of a different style, height, or those which have a taller statue or planting. I also understand the need to retain the vision of the committee. Our proposed monument will be black granite and I believe will not compromise the desire of the city to have a cemetery that is beautiful, peaceful, and has a reasonable consistency.

Randy Ferguson from Choate Monument Company has worked on this since March of 2009. He has worked with us to revise it many times but was unable to complete the new design at this last meeting in time. He sent a version that he did on the spot that was within the 30" similar to the look that I had sent him from yet another drawing. It is not appealing to us and is squashed in appearance. The new design is similar to that one in that we decided we could square off the top of the monument instead of having the rounded top, and that would compensate for the extra reduced height at the top. This brought the Die down from the original 4 feet, then to 3 feet and finally to 31" (on the taller side of the design).

I have included attachments of the drawings for our proposed monuments and the short version of the final design as well as some of the other monuments within the cemetery that range in total height from 34" all the way up to over 70 ". Obviously I have not measured every monument there, but hope that this will serve as an example of the diversity in height and style that already exists. In the last letter from the cemetery committee we were told that "The overall height of this monument is 11" over the maximum height of 30". This monument was denied due to its' height". This is extremely upsetting because if this is the only criteria we should have been told this from the very beginning. If this is the case I consider this extremely cruel and feel that we have been led down a road for almost a year with them having no intention of approving our request. Since the first meeting we have asked what we needed to change with no concrete suggestions but just being told that every vote varied depending on who sat on the committee that day. Obviously, we prefer one of the two original drawings, but would be content with the new measurements that I believe will still allow the design to look the way it was intended.

I appreciate your time in considering our unique situation. The loss of our son has been unbearable and we just want to finalize this and have the comfort and peace of knowing that we have done the best that we could in showing how special he was and is to us through this monument.

Sincerely,

Ken and Kimberly Reynolds and Family



7. Presentation, possible action, and discussion regarding variance requests for the placement of a memorial bench and for monument dimension regulations at the College Station Cemetery: (Reynolds, Family #2547 – Section N, Lot 5, Spaces 7, 8, & 9) Robert Hole presented this item to the Committee. Discussion followed. No motion was made for this item.
8. Presentation, possible action, and discussion regarding a headstone in the Memorial Cemetery of College Station, Aggie Field of Honor: (Holder, Family #93 – Lot 28, Space 20; Lot 29, Spaces 11 & 12) Hearing none, this item was closed.
9. Presentation, possible action, and discussion on potential wording change to College Station Code of Ordinances, Chapter 1, Section 29: Hearing none, this item was closed.
10. Presentation, possible action, and discussion on construction update of the Memorial Cemetery of College Station: Ross Albrecht, Forestry/Urban Landscape Manager, informed the Committee that construction of Phase I of the Memorial Cemetery of College Station was complete. Discussion followed. This was an informational item only, and no action was required.
11. Presentation, possible action, and discussion regarding gift giving opportunities to the College Station municipal cemetery system: Hearing none, this item was closed.
12. Presentation, possible action, and discussion on future agenda items: A Committee 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:
 - Wording change and potentially omitting variance requests in the College Station Code of Ordinances, Chapter 1, Section 29
 - Gift giving opportunities to the College Station municipal cemetery system
13. Hear visitors: Hearing none, this item was closed.
14. Adjourn: Weldon Kruger made a motion to adjourn the meeting and Bahman Yazdani seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 11:13 a.m.

October 6, 2009

Mr. Robert Hole
Cemetery Sexton
College Station Cemetery
Via Email

Mr. Hole:

Please accept this letter as a formal request for a variance to the monument dimensions regulations. The attached preliminary diagrams indicate, generally, the requested monument size. This monument would be placed at the gravesite of our son, Ryan Thomas Reynolds in the College Station Cemetery.

We understand that the Cemetery Committee meets on Monday, October 12, 2009 at 10:00 AM. We ask that you place this request on the agenda of that meeting.

Thank you.

Ken & Kimberly Reynolds
5310 Quaker Ridge Court
College Station TX 77845
(979) 690-7219

family #
2547

October 6, 2009

Mr. Robert Hole
Cemetery Sexton
College Station Cemetery
Via Email

Mr. Hole:

Please accept this letter as a formal request for the placement of a memorial bench near the gravesite of our son, Ryan Thomas Reynolds in the College Station Cemetery.

We understand that the Cemetery Committee meets on Monday, October 12, 2009 at 10:00 AM. We ask that you place this request on the agenda of that meeting.

Thank you.

Ken & Kimberly Reynolds
5310 Quaker Ridge Court
College Station TX 77845
(979) 690-7219

RYAN
THOMAS
REYNOLDS

AUGUST 27.
1989

FEB. 20.
2009

A BEAUTIFUL HEART.
MIND AND SOUL

CHOATE
MONUMENT COMPANY

Designed By Rocky Choate

Approved: _____

Date: _____

CHM2097088

D 2-2X0-8X4-0

SB 2-6X1-0X0-4

B 3-4X1-4X0-8

9-17-09 VE

PER COMPOSITE

HUMOROUS LOYAL

INTELLIGENT COMPASSIONATE RESPONSIBLE DETERMINED

AMBITIOUS HANDSOME



**COLLEGE STATION CEMETERY ADVISORY COMMITTEE
REGULAR MEETING MINUTES
Tuesday, November 10, 2009, 10:00AM
The Green Room at Wolf Pen Creek
1015 Colgate ~ College Station, TX 77840**



MEMBERS PRESENT: Sarah Adams, Chair; Weldon Kruger, Randy Matson, Sara Mirza, James Batenhorst, Virginia Reese

STAFF PRESENT: Ross Albrecht, Forestry/Urban Landscape Manager; Robert Hole, Cemetery Sexton; Helen Banks, Secretary

MEMBERS ABSENT: Kathleen Ireland, Roger Reese, Bahman Yazdani

VISITORS PRESENT: David Morrison, Manager of Facility Information at TAMU
Mary Ann Powell, First Assistant City Attorney

1. **Call to order:** Sarah Adams, Chair, called the meeting to order with a quorum present at 10:00 a.m.

2. **Requests for absences of members:** Kathleen Ireland and Roger Reese sent in requests for absence. Weldon Kruger made a motion to approve absent requests submitted and Virginia Reese seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

3. **Presentation, possible action, and discussion on the approval of Cemetery Advisory Committee minutes:** Randy Matson made a motion to approve the October 12, 2009 minutes submitted and James Batenhorst seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

4. **Presentation, possible action, and discussion regarding a variance request for the placement of a memorial bench at the College Station Cemetery. (Reynolds, Family #2547 – Section N, Lot 5, Spaces 7, 8, & 9):** Ross Albrecht, Forestry/Urban Landscape Manager, presented this item to the Committee. Discussion followed. Weldon Kruger made a motion to approve the variance request submitted, and Sara Mirza seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

☆ 5. **Presentation, possible action, and discussion regarding a variance request for monument dimension regulations at the College Station Cemetery. (Reynolds, Family #2547 – Section N, Lot 5, Spaces 7, 8, & 9):** Ross Albrecht presented this item to the Committee. Discussion followed. Sarah Adams made a motion to approve the variance request submitted and James Batenhorst seconded the motion. The vote was called. The vote was 3-3; 3 for (Sarah Adams, Virginia Reese, and James Batenhorst), and 3 against (Weldon Kruger, Randy Matson and Sara Mirza). Kathleen Ireland, Roger Reese and Bahman Yazdani were absent. The vote was tied, and the motion failed to pass.

College Station Cemetery Committee
November 9, 2009

Having submitted the monument for our son once before, we are aware of the many decisions which must be made by the committee. I am sure that most people are able to honor their loved one with a monument that is within the normal parameters and they are comforted and content with this. I believe there are some others who wish to remember their loved one in a way which is special to them personally, and this is why there are some monuments that look a little different from others. In my eyes, this difference in choice of color, shape, and size monument does not negatively affect the overall look of the cemetery. Rather, it is simply a display of the uniqueness of each person honored in this place. Because of the nature of this particular committee, I believe, and hope, that the needs of the family are considered when making a decision about what will be allowed in each case.

Our son, Ryan, left behind parents who adored him, two brothers and two sisters, all who have struggled with this loss tremendously. Every single hour of every single day is a struggle for me and it important for us all to have the monument that we feel can in some small way pay tribute to the life of our beautiful son. We do not feel that we are asking for anything unreasonable, nor are we asking to place a monument in the cemetery grounds that is an eyesore. We are simply asking for a reasonable variance on the guidelines that have been set forth. There are many, many examples of similar monuments throughout the cemetery that enhance its look and should serve as a precedent and support your decision to grant this variance.

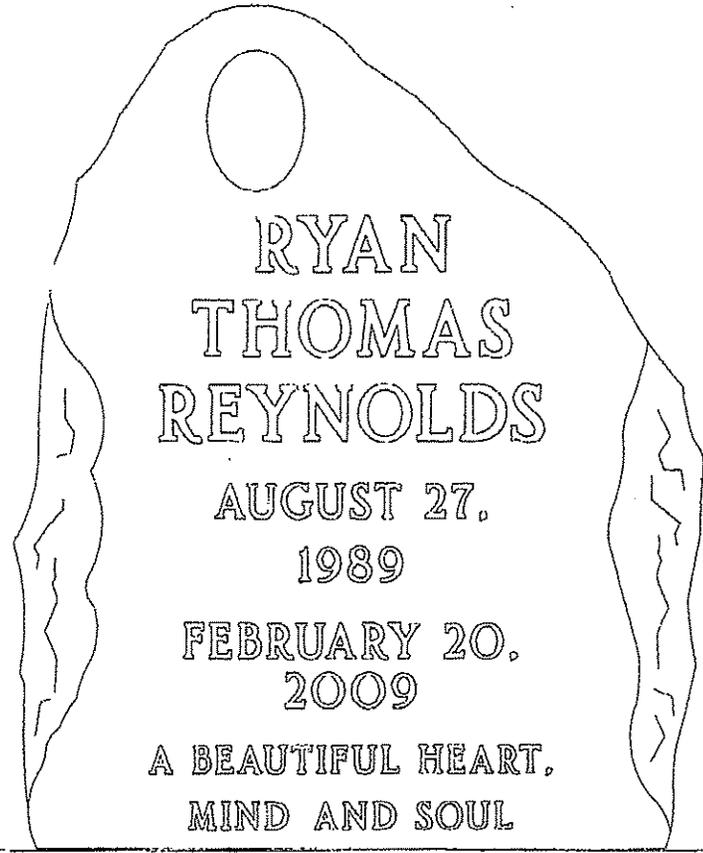
This is not something that we had planned to do in our lifetime. It is excruciatingly painful to live through this. Even having to drive by Ryan's graveside and know that he is buried in this cemetery instead of being out doing what a normal 20 year old would be doing is unbearable. Please allow us to complete this task now. Please allow the CSC to continue to be a beautiful place where each individual can be remembered in the special way that they choose.

Sincerely,

Ken and Kimberly Reynolds
5310 Quaker Ridge Court
College Station TX 77845

11/9/09
Front

CHOATE
MONUMENT COMPANY
Designed By Rocky Choate
Approved _____
Date _____

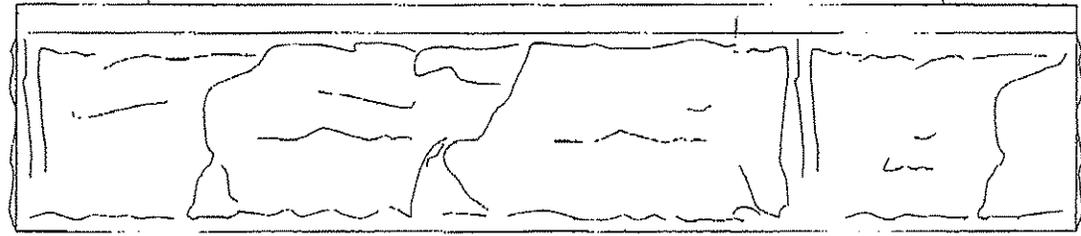


CHM2097088
D 2-2 X 0-8 X2-6
SB 2-6 X 1-0 X 0-4
B 3-4 X 1-4 X ~~1-4~~ 6
9 17-09 VE

PER COMPOSITE
W D H

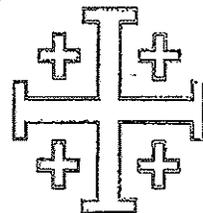
INTELLIGENT COMPASSIONATE RESPONSIBLE DETERMINED

HUMOROUS LOYAL



AMBITIOUS HANDSOME

NOV 10 09 08:20a
Rocky, L. Choate



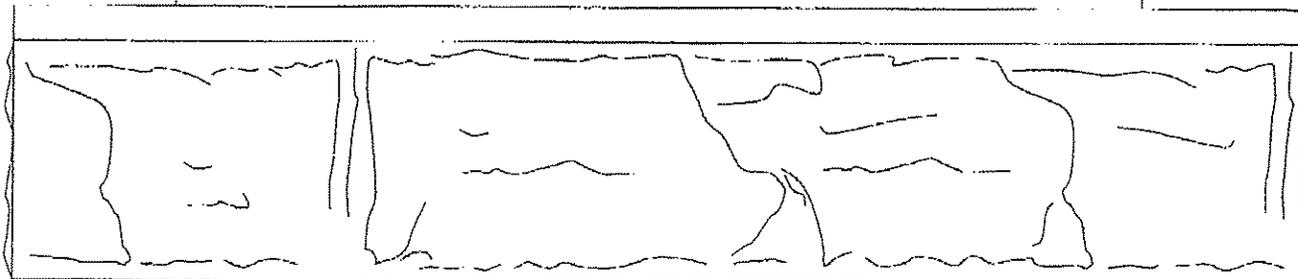
REYNOLDS

IT CAN NEVER
BE GOODBYE.
WAIT FOR ME.
AND I WILL HOLD
YOU ONCE AGAIN
IN MY ARMS.

THANK YOU.
LORD.
FOR RYAN THOMAS



CREATIVE TENDER LOVED SAVED





**COLLEGE STATION CEMETERY ADVISORY COMMITTEE
REGULAR MEETING MINUTES
Tuesday, June 8, 2010, 10:00AM
The Green Room at Wolf Pen Creek
1015 Colgate ~ College Station, TX 77840**



MEMBERS PRESENT: Sarah Adams, Chair; Weldon Kruger, Randy Matson, Virginia Reese, Sara Mirza, Bahman Yazdani

STAFF PRESENT: Ross Albrecht, Forestry/Urban Landscape Manager; Robert Hole, Cemetery Sexton; Amanda Putz, Staff Assistant

MEMBERS ABSENT: Roger Reese, James Batenhorst

1. **Call to order:** The meeting was called to order with a quorum present at 10:05 a.m.
2. **Requests for absences of members:** Roger Reese had sent in a request for absence. Sara Mirza made a motion to approve the absence request submitted, and Virginia Reese seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
3. **Presentation, possible action, and discussion on the approval of Cemetery Advisory Committee May 4, 2010 minutes:** Virginia Reese made a motion to approve the minutes as submitted, and Randy Matson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
4. **Presentation, possible action, and discussion regarding a variance request to place a footstone in the Memorial Cemetery of College Station/Aggie Field of Honor, Section FH1, Lot 54, Spaces 11 & 12 (Foley, Family #40):** Discussion followed. Weldon Kruger moved that the variance request be denied, and Virginia Reese seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
5. **Presentation, possible action, and discussion regarding a variance request to place a monument in the College Station Cemetery, Section N, Lot 5, Spaces 7, 8, & 9 (Reynolds, Family #2547):** Discussion followed concerning the variance request from the Reynolds Family that was before the Committee at the meeting of June 8th. The Committee moved to deny the drawing that was received as of June 7th with an overall height of 41 inches, overall length of 42 inches, and overall depth of 16 inches. While the new drawing that was received on the morning of June 8th with an overall height of 30 inches, overall length of 40 inches, and overall depth of 16 inches meets the ordinance monument size restrictions; therefore does not need Committee action.

Weldon Kruger moved to approve the motion (as stated above, and Sara Mirza seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

Robert Hole - Re: cemetery monument

From: Ken Reynolds <ken@reynoldsradio.com>
To: Robert Hole <Rhole@cstx.gov>
Date: 6/8/2010 2:54 PM
Subject: Re: cemetery monument

Bob:

The drawing from Choate doesn't sound at all like what we had been discussing with them. Could you possibly forward me a copy of what they sent to you this morning? Thanks very much.

Ken Reynolds

On Jun 8, 2010, at 11:27 AM, Robert Hole wrote:

Mr. Reynolds,

I presented the monument rendition you submitted on the 7th of June to the Cemetery committee this morning June 8th at 10:00 AM. The overall height of this monument is 11" over the maximum height of 30". This monument was denied due to it's height. Choate monument submitted a rendition of your monument this morning June 8th. The monument depicted in the drawing by Choate monument does not need a variance since it meets the City ordinance size requirements and is approved for installation. Please let us know what you decide and thank you for your patience.

Bob

**CHOATE
MONUMENT COMPANY**

Designed By Choate Choate

Approved _____

Date _____

RYAN
THOMAS
REYNOLDS

AUGUST 27.
1989

FEB. 20.
2009

A BEAUTIFUL HEART.
MIND AND SOUL

CHM2097088

D 2-4X0-8X2-7

SB 2-8X1-0X0-4

B 3-6X1-4X0-6

9-17-09 VE

PER COMPOSITE

HUMOROUS LOYAL

INTELLIGENT COMPASSIONATE RESPONSIBLE DETERMINED

AMBITIOUS HANDSOME

July 22, 2010
Regular Agenda Item No. 3
ST-0505
Tauber and Stasney Street Rehabilitation Project
Public Hearing

To: Glenn Brown, City Manager

From: Chuck Gilman, PE, Director of Capital Projects

Agenda Caption: Public Hearing, presentation, possible action and discussion concerning approval to proceed with bidding for improvements to Tauber and Stasney Streets from University Drive to Cherry Street.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal IV, Improving Multimodal Transportation.

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

Summary: The Tauber and Stasney Street Rehabilitation Project provides for the construction of new potable water lines, wastewater lines, a stormwater collection and conveyance system, concrete pavement and sidewalks with street trees along Tauber and Stasney Street from University Drive to Cherry Street.

Staff presented this project to City Council four times between December 2008 and July 2009 to conduct public hearings and seek direction from the City Council. After multiple public hearings, and numerous meetings with the stakeholders, Staff developed a solution that was acceptable to the stakeholders, and was directed by Council to proceed with an alternative that removes head-in on-street parking along Tauber and Stasney, includes new pavement, underground utilities, street lights, 8-foot wide sidewalks meeting the Northgate sidewalk standards as specified in the Unified Development Ordinance (UDO), and adds parallel parking along one side of Tauber Street and one side of Stasney Street, where adequate right-of-way is available. With this current design, once this project is complete Tauber will have a total of 43 on-street parallel parking spaces between University and Cherry, and Stasney will 39 on-street parallel parking spaces.

Budget & Financial Summary: A total of \$3,100,899 is currently budgeted for this project (\$2,252,110 in the Streets Capital Improvement Projects Fund, \$305,660 in the Water Capital Improvement Projects Fund and \$543,129 in the Wastewater Capital Improvement Projects Fund). A total of \$1,068,930 has been expended or committed to date, leaving a balance of \$2,031,969 for construction and future expenses. It is anticipated that additional funds totaling \$360,027 will be needed for the Water and Wastewater components of this project. A budget transfer will be submitted to establish the additional required appropriation and these additional funds will be included in the proposed FY 2011 capital budget.

Attachments:

- 1.) Project Map

Tauber and Stasney Street Rehabilitation Project Location Map



July 22, 2010
Regular Agenda Item No. 4
Jones-Butler Extension (ST0905)
Design Contract Public Hearing

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Public Hearing, presentation, possible action and discussion concerning approval to proceed with engineering services for the extension of Jones-Butler from Luther Street to George Bush Drive.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal IV, Improving Multimodal Transportation.

Recommendation(s): Staff recommends proceeding with a professional services contract to begin design on the extension of Jones-Butler Road.

Summary: The extension of Jones-Butler Road is one of the transportation projects included in the 2008 Bond Authorization. The scope of the project includes the design and construction of a Major Collector from the intersection of Luther Street & Jones-Butler to the intersection of George Bush & Penberthy Road. The project will also include sidewalks, bike lanes, and an equestrian crossing.

The Texas Department of Transportation (TxDOT) is planning a grade separation at the intersection of George Bush & Wellborn Road to help facilitate automobile and pedestrian traffic through that intersection and the railroad crossing. Once the grade separation is constructed, Marion Pugh Road will be right-in and right-out only, with no left-turn onto George Bush. This will limit access to the West Campus of Texas A&M University for residents along this corridor and commuters that utilize Holleman and Jones Butler, and cause additional traffic on Wellborn Road and/or Harvey Mitchell Parkway. The extension of Jones-Butler will provide direct access to West Campus and also expand our transportation network in this part of the City.

Budget & Financial Summary: The current budget for this project is \$3,283,500. Funds in the amount of \$16,867 have been expended or committed to date, leaving a balance of \$3,266,633 for design and construction.

Attachments:

- 1.) Location Map

July 22, 2010
Regular Agenda Item No. 5
Barron Road Widening Phase 2
Pre-Bid Presentation

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Public Hearing, presentation, possible action and discussion concerning approval to advertise the Barron Road Widening Phase 2 Project for construction bids.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal IV, Improving Multimodal Transportation.

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

Summary: The Barron Road Widening Phase 2 project involves widening Barron Road from Decatur Drive to Barron Cutoff Road on the southwest side of William D. Fitch. Currently Barron Road is a two lane rural road. Upon completion of this project, Barron Road will be expanded to a divided four lane minor arterial roadway with medians, bicycle lanes, and sidewalks. New traffic signals will be installed at the intersection of Barron Road and Victoria Avenue, and Barron Road and William D. Fitch.

The road is scheduled to be completed by August 2012, to be available for traffic accessing the new College Station High School currently under construction at Victoria Avenue and Barron Road. TxDOT has approved the AFA and given the environmental clearance for construction of the improvements in the William D. Fitch right-of-way (ROW).

There is currently one private utility still located inside the ROW that must be relocated prior to advertising for construction bids. Staff is working closely with the owner of the private utility to develop the necessary agreements that will allow for the relocation to a public utility easement. Staff does not intend to award this construction contract until all the necessary utility relocations are complete.

Budget & Financial Summary: Funds in the amount of \$10,415,000 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. An additional \$150,000 is budgeted in the Water Capital Improvement Projects Fund for water components of this project. Funds in the amount of \$106,971.21 have been expended or committed to date, leaving a balance of \$10,458,028.79 for construction and future expenses.

Attachments:

- 1.) Project Map

July 22, 2010
Regular Agenda Item No. 6
Rezoning for Spring Creek Retail & Office

To: Glenn Brown, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, specifically rezoning for Spring Creek Retail and Office Center from A-O, Agricultural Open to PDD, Planned Development District for 5 acres located at 1850 William D. Fitch Parkway.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their June 17, 2010 meeting and voted 3-1 to recommend denial of the rezoning request. Concerns were raised by the Commission regarding the safety of the U-turn movement to access the property and issues of compatibility with the neighborhood. Staff had recommended approval of the rezoning request with the condition that the note regarding the triple buffer area be removed from the concept plan.

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 Suburban Commercial, which calls for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. In addition, these areas tend to be small in size and located adjacent to major roads (arterials and collectors).

The Comprehensive Plan identifies planning policies related to sensitive infill development, preservation of natural areas and the protection and enhancement of existing neighborhoods. The proposed rezoning request and accompanying concept plan includes the preservation of flood plain at the north end of the property as open space, as well the preservation of the existing pond located in the center of the property. The design of the structures on the property, buffering to the adjacent properties and uses are addressed in the concept plan review.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property is currently zoned A-O, Agricultural Open and is surrounded by R-1, Single-Family Residential zoned property. However, only the adjacent properties to the west are developed as single-family residences. The property to the east is developed as a City Fire Station, which is a permitted use in all zoning districts. Property to the north is predominantly floodplain and is not developed.

The PDD is proposing a mix of uses that include retail and office uses, which are appropriate uses under the Suburban Commercial land use designation. These uses can

be compatible with adjacent single-family properties when proper controls are utilized as outlined in the Comprehensive Plan. The Suburban Commercial designation is intended to allow for commercial activities that cater to nearby residents. While A-O uses are compatible to adjacent single-family properties, through the PDD, additional controls can be applied that would address issues related to architectural design, size, scale, and buffering as well other specific items that are not possible under the current zoning.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is located along and takes access to William D. Fitch Parkway, a major arterial on the City's Thoroughfare Plan. A significant portion of the property is proposed to remain undeveloped, including an existing pond located at the center of the property. Additionally, there are portions of floodplain at the rear of the property that are not proposed to be developed.

The proposed PDD includes commercial and office uses which are suitable for the subject property. This would include all uses allowed in a C-3, Neighborhood Commercial zoning district, with the exclusion of a freestanding restaurant, drive-thru restaurant, self storage and fuel sales. The Comprehensive Plan states that Suburban Commercial uses should cater primarily to nearby residents and should be small in size and located adjacent to major roads. As proposed in the concept plan, the subject property is 5 acres, with no structure on site exceeding 10,000 square feet, with access being taken from William D. Fitch Parkway.

Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The subject property is currently zoned A-O, Agricultural Open, which allows for agricultural, low-intensity residential development and open space uses. The property currently exists with one residence on site. Under current A-O zoning district regulations only one residence would be allowed on the property as the minimum lot size is five acres. The property has no connection with the neighboring residential zones. It is abutted by Fire Station #5 and the back of lots in the Spring Meadows Subdivision. Access is via a personal driveway onto William D. Fitch Parkway. Because of its size and location the subject property is not envisioned for livestock or farming. The A-O zoning designation is generally a holding zone until the subject property is ready for development.

- 4. 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 subject property currently has limited marketability due to its zoning designation as A-O, Agricultural Open. This zoning district is intended for land which is used for agricultural, low-intensity residential, or open space uses. Given the size of the property, only one residence under the A-O zoning designation could be utilized on the property.
- 5. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to an 18-inch water main which runs along the south side of William D. Fitch Pkwy, as well as a 6-inch water main which is located near the southeast property corner. The subject tract is located adjacent to a 27-inch sanitary sewer main which runs along the eastern property line. The subject tract is located in the Spring Creek drainage basin. The subject tract is encroached by a FEMA designated Special Flood Hazard Area – Zone AE, which is generally located along the northern property line. Future development of this tract will be required to meet the minimum requirement of the City's Storm Water Design Guidelines. The subject tract is located adjacent to and

will take access to William D. Fitch Pkwy, which is designated as a major arterial on the City's thoroughfare plan.

REVIEW OF CONCEPT PLAN

The following land uses are proposed for the PDD: natural areas of floodplain and open space; and a mix commercial and office uses. The purpose statement provided by the applicant of the PDD is as follows:

"The purpose of the PDD is to develop an infill tract of land as a commercial development that will provide goods and services to the surrounding areas along William D. Fitch Parkway. The development will serve as a buffer between the existing neighborhood to the west and the Fire Station to the east side of the property and away from the neighborhood as feasible. Parking areas will be confined to behind the building facing William D. Fitch Parkway. The existing pond will remain as additional buffer and all additional neighborhood protection standards will be met."

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

- 1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The applicant has proposed retail and office uses, which would not be out of character with the surrounding area. Currently there is an existing office park operated by the Texas A&M System that is adjacent to the Stone Forest Subdivision to the south. Additionally, the proposed development would include commercial and retail uses that are intended to serve the surrounding neighborhoods, while incorporating architecture and design features that are similar in scale and type to the existing single-family residences.

As proposed, the majority of the development is intended to be located on the east side of the property closest to the fire station. Additionally, the flood plain on the north side of the property is to remain as open space and the existing pond on the property is not planned for removal.

- 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 conformity with the Comprehensive Plan Amendment that calls for Suburban Commercial uses. The Suburban Commercial land use designation is generally for concentrations of commercial activities that cater to the nearby residents. The proposed development is meeting the guidelines set forth under that land use designation due to the proposed size and design of the structures and the overall lot coverage. The proposed sizes of the buildings include three buildings approximately 4,000-5,000 square feet in size and one 10,000 square foot building along the William D. Fitch Parkway frontage. Design of the buildings will consist of pitched roofs, with architectural style and design similar to that of the adjacent single-family neighborhood. Approximately a third to one half of the site is to remain undeveloped as open space, which would include the existing pond.
- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development calls for retail and office uses, which are compatible to the existing fire station to the east and the existing single-family development to the west when the proper controls are utilized as set forth in the Comprehensive Plan. Minimum commercial to single-family buffer standards are proposed along the north and west

sides of the property and will be required to be met at the time of site plan development. Given the location of the buildings and the height limitation of one-story, the minimum buffer standards are adequate. The applicant has requested to vary from the requirement to buffer from the fire station to the east that is currently zoned R-1, Single-Family Residential. This request is in part due to the existing use of the property, as well as the fact that a buffer was provided when the fire station was constructed.

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:** Residential uses are not proposed on the property. Additionally, access to the proposed development would be taken from a lone driveway curb cut off of William D. Fitch Parkway. As part of the driveway spacing requirements of the Unified Development Ordinance, the driveway will be required to be located closest to the Spring Meadows Subdivision. This is due to the overall width of the subject property and the current location of the fire station driveway. The minimum adjacent driveway spacing requirements on major arterials is 350 feet, with the subject property having a total width of approximately 375 feet.
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development includes the inclusion of a sidewalk from the proposed retail uses to the existing sidewalk located along William D. Fitch Parkway. This will be accomplished via a Private Improvement in a Public Right-of-Way permit.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The concept plan includes the protection of the floodplain at the rear of the property. In addition, the minimum neighborhood protection standards as specified in the UDO, including single-family height protection and buffer and lighting standards will be required to be met.

As part of the neighborhood meeting that was held, the applicant has proposed to include increased lighting standards to reduce ambient light from crossing the property line and increased landscaping adjacent to the drive through closest to William D. Fitch Parkway to address noise concerns. The development is proposing to utilize pitched roofs, with building heights being limited to one-story. At the request of the neighborhood, to help alleviate concerns regarding noise, light, and increased traffic, the applicant has removed the option for a freestanding restaurant within the development as well as parking adjacent to the neighborhood. However, a restaurant located within the 10,000 square foot retail building would still be possible, but would be limited to a maximum of 2,500 square feet in size.

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:** This development will generate approximately 53 vehicle trips in the peak hour. With the recent widening of William D. Fitch Parkway the amount of trips generated will have minimal affect on the capacity of the roadway. Furthermore, access to the site will be through one access point, a driveway meeting the minimum spacing requirement called for in the Unified Development Ordinance. Granting only one access point and having that access point operating as right in and right out movement due to the raised median on William D. Fitch will limit the amount of conflicting movements out of the site, making this access point safer. The minimum spacing requirement is also important because it is based on sight distance and

braking distance for the speed of the roadway. The spacing of driveways provides the motorist ample time to react to a conflicting movement making the roadway safer.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Planning & Zoning Commission Minutes – June 17, 2010
4. Ordinance

BACKGROUND INFORMATION:

NOTIFICATIONS

Advertised Commission Hearing Date: June 17, 2010

Advertised Council Hearing Dates: July 22, 2010

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:

- Spring Meadows HOA
- Stone Forest Owners Association
- Woodland Hills Development
- Pebble Creek Development

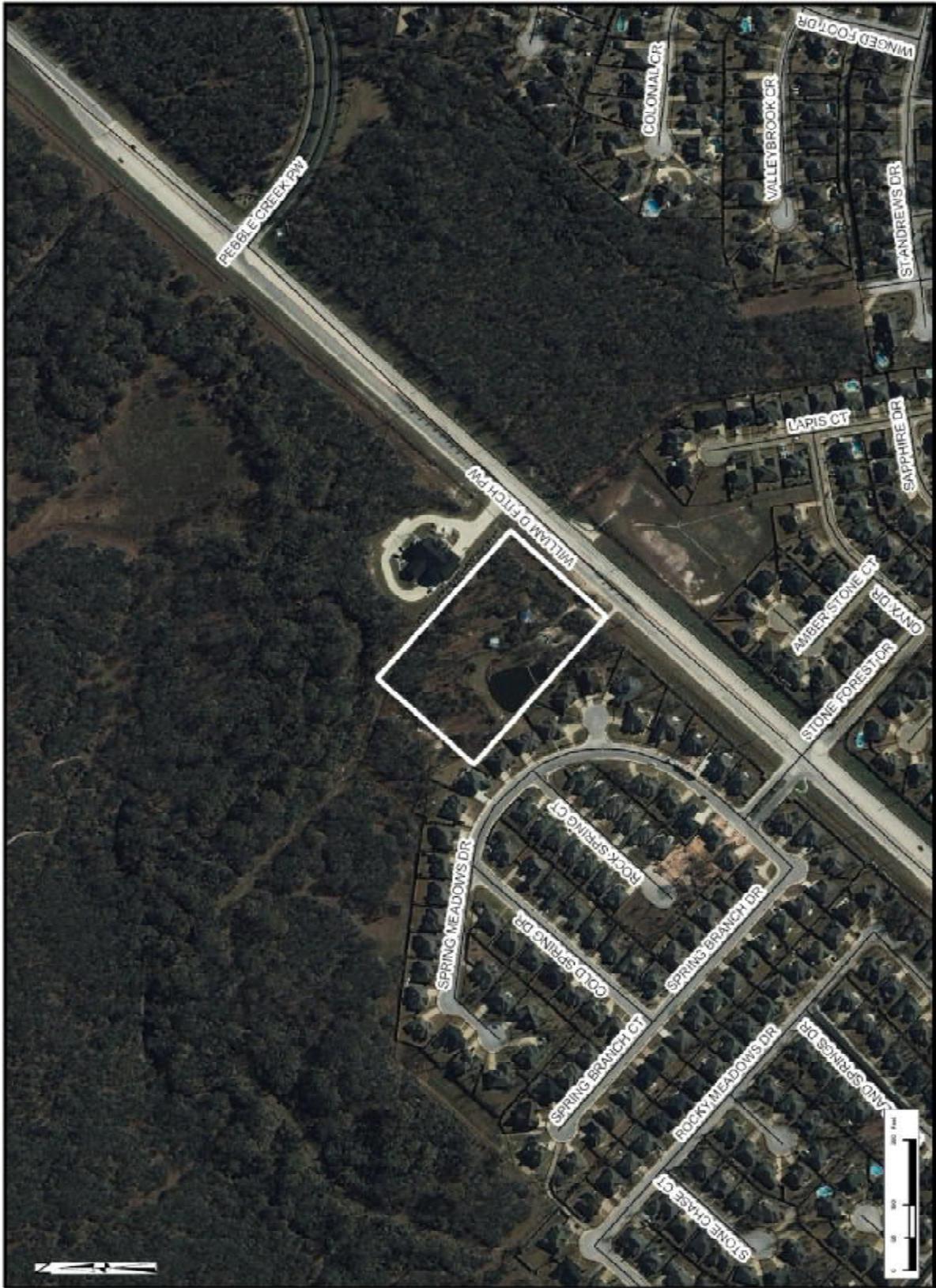
Property owner notices mailed: 20
 Contacts in support: None
 Contacts in opposition: 7 contacts in opposition, with concerns being property values, noise and a general desire to not see the property developed more than what is currently on site.
 Inquiry contacts: 1
 Neighborhood Meeting: A neighborhood meeting was held on June 7th, with issues of noise, lighting, driveway location, building height and uses being discussed.

ADJACENT LAND USES

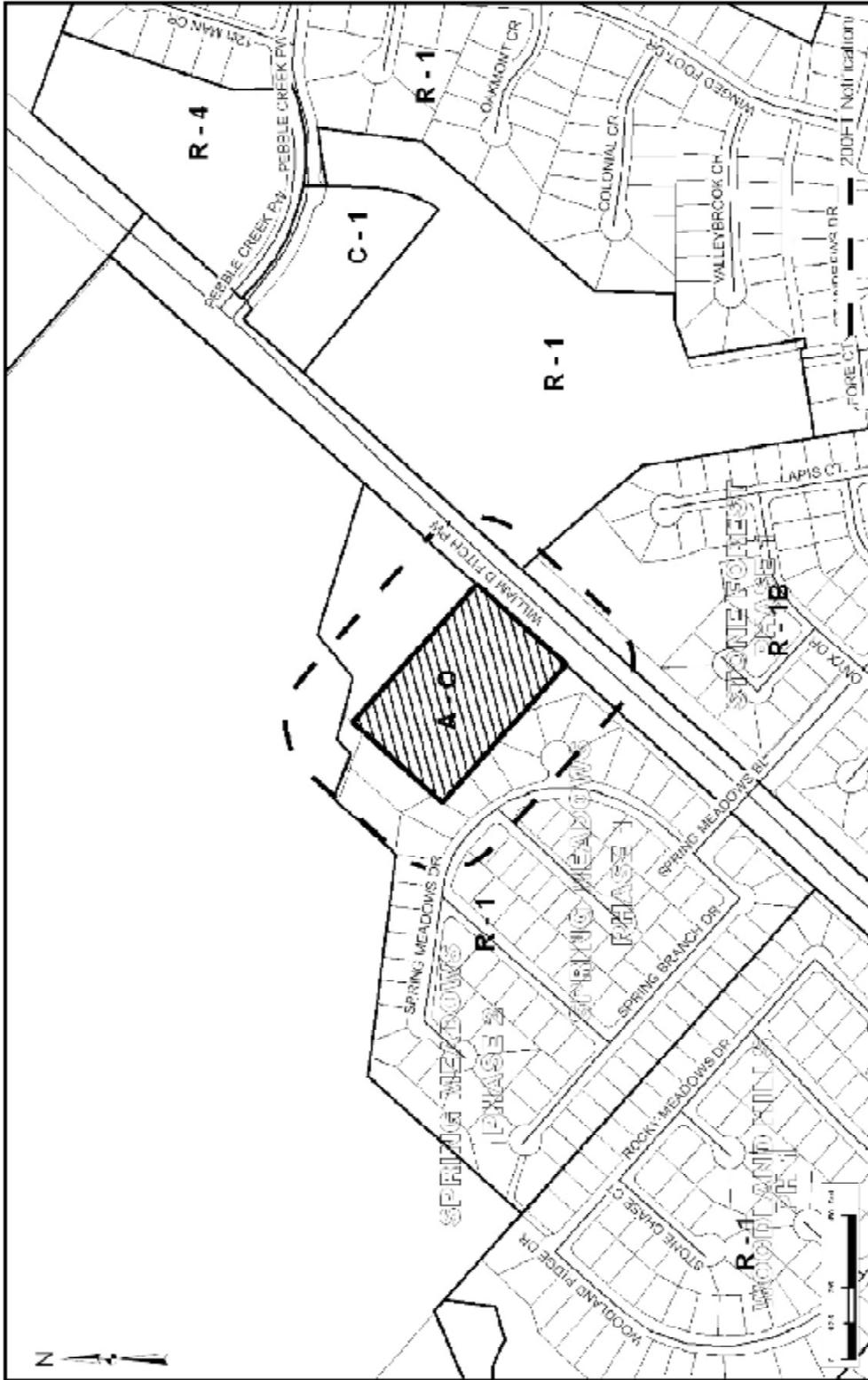
Direction	Comprehensive Plan	Zoning	Land Use
North	Natural Areas – Reserved	R-1, Single-Family Residential	Vacant
South	General Suburban and Natural Areas Protected (across a major arterial)	R-1B, Single-Family Residential, Thoroughfare – William D. Fitch Parkway	Single-Family Residences, Stone Forest Subdivision
East	Institutional/Public	R-1, Single-Family Residential	COCS Fire Station
West	General Suburban / Natural Areas Protected	R-1, Single-Family Residential	Single-Family Residences – Spring Meadows Subdivision

DEVELOPMENT HISTORY

Annexation: A majority of the tract was annexed in 1983 and the remaining portion was annexed in 1995.
Zoning: A-O, Agricultural Open upon annexation.
Final Plat: Unplatted
Site development: There is an existing house with various other small buildings. In addition a large pond is located on the site.



 <p>DEVELOPMENT REVIEW</p>	<p>SPRING CREEK RETAIL & OFFICE</p>	<p>Case: 10-060</p> <p>REZONING</p>
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Zoning Districts	
A-O	Agriculture or Open
A-CR	Rural Residential Subdivision
R-1	Single Family Residential
R-1B	Single Family Residential
R-2	Duplicate Residential
R-3	Townhouse
R-4	Multi-Family
R-6	High Density Multi-Family
R-7	Manufacture 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	Water Park Creek Dev. Corridor
NC-1	Core Nontillage
NC-2	Transitional Nontillage
NC-3	Residential Nontillage
OV	Corridor Overlay
RDD	Redevelopment District
KO	Kirkland Tap Overlay

DEVELOPMENT REVIEW

SPRING CREEK RETAIL & OFFICE

REZONING

Case: 10-060



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
June 17, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Acting Chairman Mike Ashfield, Doug Slack, Paul Greer, and Hugh Stearns

COMMISSIONERS ABSENT: John Nichols, Tom Woodfin, and Scott Shafer

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Staff Planners Lauren Hovde, Matt Robinson, and Matthew Hilgemeier, Greenways Program Manager Venessa Garza, Transportation Planning Coordinator Joe Guerra, Senior Assistant City Engineer Carol Cotter, 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 Nichols called the meeting to order at 7:00 p.m.

Regular Agenda

2. Public hearing, presentation, possible action, and discussion regarding a Rezoning for Spring Creek Retail and Office Center from A-O, Agricultural Open to PDD, Planned Development District for 5 acres located at 1850 William D. Fitch Parkway. **Case #10-00500060 (MR)**

Staff Planner Matt Robinson presented the Rezoning and recommended approval with the condition to remove the note regarding the triple buffer area on the concept plan.

There was general discussion amongst the Commission regarding the Rezoning.

Acting Chairman Ashfield opened the public hearing.

Jane Kee, IPS Group, stated that the applicant is implementing the Comprehensive Plan appropriately and the development would fit with the adjacent neighborhood.

Mr. & Mrs. James Butcher, 4420 Spring Meadows Drive, College Station, Texas; Linda Wilson, 404 Rockspring Court, College Station, Texas; Will Welch, 4426 Spring Meadows, College Station, Texas; Troy Davidson, 404 Cold Spring, College Station, Texas; Robert Rose, Walnut Creek Court, Bryan, Texas; Chaodong Wu, 4432 Spring

Meadows, College Station, Texas; Bill Barkley, 912 Winged Foot Drive, College Station, Texas; Joann Grandjean, 417 Rock Spring Court, College Station, Texas; Rose Gessner, 408 Rock Spring Court, College Station, Texas. The citizens expressed concern about property values, buffer, and the safety of a u-turn.

Acting Chairman Ashfield closed the public hearing.

There was general discussion amongst the Commission regarding the Rezoning.

Commissioner Stearns stated that the development does not fit with the neighborhood.

Commissioners Slack and Greer expressed concern about the u-turn that would have to be made for vehicles to get to the development that are going east on William D. Fitch Parkway.

Commissioner Slack motioned to recommend denial of the Rezoning request. Commissioner Stearns seconded the motion, motion passed (3-1). Acting Chairman Ashfield was in opposition.

3. Adjourn.

Commissioner Greer motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (4-0).

The meeting was adjourned at 9:48 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 Exhibits "A", "B", "C" and "D" attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010

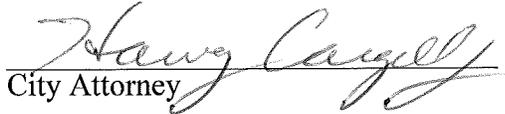
APPROVED:

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 and as shown graphically in Exhibits "C" and "D":

The following property is rezoned from A-O, Agricultural Open to PDD, Planned Development District:

5.00 Acre Tract
Thomas Carruthers League, A-9
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE THOMAS CARRUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 5.00 ACRE TRACT AS DESCRIBED BY A DEED TO BILLY PITTMAN, JR. AND SHERRY PITTMAN RECORDED IN VOLUME 2615, PAGE 160 OF THE OFFICAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B" AND GRAPHICALLY SHOWN IN EXHIBITS "C" AND "D".

EXHIBIT "B"

**METES AND BOUNDS DESCRIPTION
OF A
5.00 ACRE TRACT
THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 5.00 ACRE TRACT AS DESCRIBED BY A DEED TO BILLY PITTMAN, JR. AND SHERRY PITTMAN RECORDED IN VOLUME 2615, PAGE 160 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" SET IN CONCRETE IN AN EXISTING CONCRETE DRIVEWAY ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY (GREENS PRAIRIE ROAD - 135' R.O.W.) MARKING THE SOUTH CORNER OF SAID 5.00 ACRE TRACT AND THE SOUTHEAST CORNER OF SPRING MEADOWS SUBDIVISION, PHASE II, ACCORDING TO THE PLAT RECORDED IN VOLUME 5838, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 48° 08' 16" W ALONG THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SPRING MEADOWS SUBDIVISION, PHASE II, AT 199.82 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 580.80 FEET TO A 5/8 INCH IRON ROD SET MARKING THE WEST CORNER OF SAID 5.00 ACRE TRACT;

THENCE: N 41° 52' 04" E CONTINUING ALONG THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SPRING MEADOWS SUBDIVISION, PHASE II, AT 35.66 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 374.75 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 5.00 ACRE TRACT;

THENCE: S 48° 09' 46" E ALONG THE COMMON LINE OF SAID 5.00 ACRE TRACT AND SPRING MEADOWS SUBDIVISION, PHASE I, ACCORDING TO THE PLAT RECORDED IN VOLUME 5106, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 580.77 FEET TO A 5/8 INCH IRON ROD SET ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY MARKING THE EAST CORNER OF SAID 5.00 ACRE TRACT;

THENCE: S 41° 51' 47" W ALONG THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY FOR A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING CONTAINING 5.00 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND FEBRUARY, 2007. SEE PLAT PREPARED FEBRUARY, 2007, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF SPRING MEADOWS SUBDIVISION, PHASE II, 5838/177.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/07-069.MAB



EXHIBIT "C"



EXHIBIT “D”

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

Purpose Statement: The purpose of the PDD is to develop an infill tract of land as a commercial development that will provide goods and services to the surrounding areas along W.D. Fitch Parkway. The development will serve as a buffer between the existing neighborhood to the west and the Fire Station to the east. General layout and uses will be as shown on the Concept Plan. Buildings will be located as far to the east side of the property and away from the neighborhood as is feasible. Parking areas will be confined to behind the building facing W.D. Fitch. The existing pond will remain as additional buffer and all neighborhood protection standards will be met adjacent to existing R-1 Lots.

EXHIBIT "D" CONTINUED

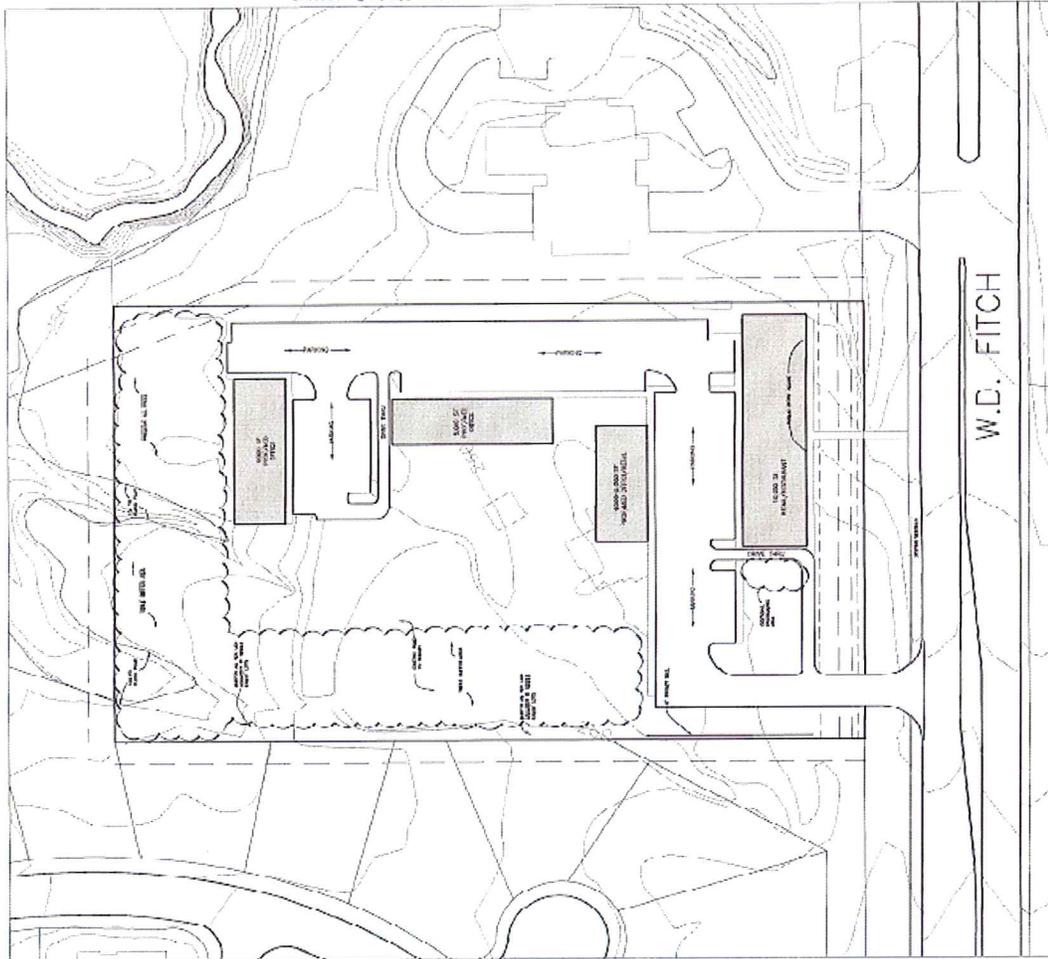


GENERAL NOTES:

1. The project is located on the east side of the city, bounded by the Spring Creek and the City of College Station. The project is located on the east side of the city, bounded by the Spring Creek and the City of College Station. The project is located on the east side of the city, bounded by the Spring Creek and the City of College Station.
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6. The project is located on the east side of the city, bounded by the Spring Creek and the City of College Station. The project is located on the east side of the city, bounded by the Spring Creek and the City of College Station.

LEGEND:

- 1.000' - 1:1000
- 2.000' - 1:2000
- 3.000' - 1:3000
- 4.000' - 1:4000
- 5.000' - 1:5000
- 6.000' - 1:6000
- 7.000' - 1:7000
- 8.000' - 1:8000
- 9.000' - 1:9000
- 10.000' - 1:10000



CONCEPT PLAN
Spring Creek Retail and Office Center

5.0 ACRES
 4000901 THOMAS CARLITHERS TRACT
 1850 WILLIAM D. FITCH PARKWAY
 CITY OF COLLEGE STATION
 BRAZOS CO., TEXAS

APRIL 2010
 PROJECT: WILLIAM CARLITHERS TRACT
 POLYMER 17A, 17B, 17C
 07/24/2009

10' EASEMENT
 MICHELLE MARSHALL, L.P.
 411 W. 20th STREET, STE 204
 COLLEGE STATION, TEXAS 77840
 (936) 325-1100

10.60
 6.9.10
 2.45
 PC

July 22, 2010
Regular Agenda Item No. 7
Rezoning for Spring Creek Garden

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, specifically rezoning for a portion of Lot 1, Block 3 and a portion of Lots 34-36, Block 2 of the Spring Creek Garden Subdivision from A-P Administrative Professional and R-1 Single Family Residential to PDD, Planned Development District for 0.8625 acres located East of the intersection of Candace Court and Decatur Drive.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their July 15, 2010 meeting and their recommendation will be provided at the meeting.

Staff recommends approval of the applicant's request to rezone this property from A-P Administrative Professional and R-1 Single Family Residential to PDD Planned Development District. Due to the scale of the proposed development and uses proposed for this PDD, this development will serve as a transition from an industrial use to a residential use. The PDD will ensure that the structure will be developed in a manner that is complimentary to the architectural style and character of the adjacent residential uses and that a wall will be utilized to help buffer residential uses from non-residential uses.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as General Suburban in the Comprehensive Plan and is a part of Growth Area II. The General Suburban land use designation allows for high-density single-family residential lots with a minimum lot size of 5,000 square feet. However, neighborhood commercial and office uses may be permitted in growth areas. The Comprehensive Plan encourages the development of small-scale office or neighborhood commercial uses directly adjacent to neighborhoods provided that they are sensitive to surrounding residential uses and provide adequate buffering from light, noise, and parking intrusion.

The proposed development is a self-storage warehouse and office building. While self-storage uses may be considered and intense commercial use, given the proposed location and scale of this development, it would serve as a buffer between the single family residential uses and the natural gas well.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**

The adjacent properties are currently zoned either A-P Administrative Professional and are undeveloped or R-1 Single Family Residential and PDD Planned Development District and developed for single-family uses. Staff believes the small-scale storage units and professional office uses, such as what is proposed, are compatible with the nearby properties. Issues related to noise pollution, light pollution, and the architectural

compatibility of the structure with the surrounding uses, which are generally associated with this type of use, are addressed through the use of the PDD zoning classification. It will ensure that the proposed structure is physically and aesthetically compatible to the surrounding residential structures. As proposed, this PDD limits the building height to a maximum of 20 feet; requires a minimum roof slope of 4:12; requires the installation of a 2-inch caliper tree every 20 feet along the perimeter of the property where adjacent to residential property; and requires the use of stone and brick on a portion of all facades of the proposed building. These provisions are in addition to meeting the standards of the Unified Development Ordinance required when developing non-residential uses adjacent to residential property.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:

The low traffic volumes and low use levels associated with small professional offices and self-storage warehouses make this PDD request suitable for this property. The proposed structure will serve as a transition between the natural gas well and residential land uses.

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:

A portion of the subject property (0.76 acres) is zoned A-P Administrative Professional and a small portion is zoned R-1 Single Family Residential. The A-P Administrative Professional zoning classification is intended for commercial businesses that provide a service rather than sell a product and have relatively low traffic generation and require limited location identification. Due to the existence of a natural gas well that is located on the eastern portion of this lot and single-family residential use on the other side of the site, the number of uses usually allowed in this district may not be appropriate for this property. This property is suitable for some A-P uses (such as offices), but perhaps not desirable for all A-P uses (such as a day care). The portion of the property that is currently zoned R-1 Single Family Residential is located on undeveloped property that is owned by the applicant. The total area of the R-1 properties that is included in this rezoning request is approximately 4,425 square feet. The remaining portion of these lots will still be used for residential uses.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:

While the marketability of the property with the current A-P Administrative Professional zoning classification may not make it the most profitable at this time, there have been professional offices developed and requests for A-P Administrative Professional districts in the surrounding area in the past six months.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:

The subject tract is located adjacent to a 12-inch water main, which runs along Decatur Drive. The subject tract is located adjacent to a 6-inch water main, which is located near the northwest property corner. The subject tract is located in the Spring Creek Drainage Basin and is not encroached by a FEMA designated Special Flood Hazard Area. Development of the subject tract will be required to meet the requirements of the City's Storm Water Design Guidelines. The development will take access with one driveway to Decatur Drive, which is fully built as two-lane major collector with a raised median.

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

“The proposed development is to provide office space and self-storage availability for the nearby residents.”

In accordance with the purpose statement, the Concept Plan proposes two uses for this site. There will be one structure, which will contain a maximum of 60 self-storage units with both internal and external access. A portion of the building will also be used as leasable office space. At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development Ordinance for a C-1 General Commercial development except for those requested modifications allowed as part of the PDD zoning classification. Through this PDD, the applicant is requesting meritorious modifications to the following:

- **Section 7.6.F “Minimum Buffer Standards” of the Unified Development Ordinance**
The applicant is requesting to reduce the width of the landscaped buffer yard required when developing a commercial use adjacent to a residential use from a 15-foot buffer area to a 10-foot buffer area. To mitigate any potential negative effects of reducing the required buffer yard by 5 feet, the applicant offers to install one 2-inch caliper canopy tree every 20 feet in the buffer yard instead of every 25 feet as required by Section 7.6.F.2.b.2 of the UDO.

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 site is located directly adjacent to an existing natural gas well site and is utilized by service vehicles to gain access to that site. The proposed structure, required landscaping, and masonry wall will act to buffer the surrounding residential uses and minimize any negative effects it may have on the surrounding residential uses. The architectural features of the proposed development will be consistent with those used in the surrounding residential developments.

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 Comprehensive Plan, Future Land Use and Character Map designates this property as General Suburban and is included in Growth Area II. A General Suburban designation is generally for areas that should have an intense level of development and allows residential uses, neighborhood commercial uses, and office uses when part of a growth area. This self-storage and office building may be considered a neighborhood commercial due to the small size of the structure and the proposed design of the structure.

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:

As proposed, this commercial development will be compatible with the adjacent residential uses due to the scale and design of the proposed structure. When constructed, the building will have a maximum height of 20 feet, a pitched roof with a 4:12 to 6:12 slope, will match the architectural style of the surrounding residential structures, and have stone and brick on each façade similar to the surrounding residential structures. The proposed development will also provide access to the natural gas well site and will not require the construction of a new access point on Decatur Drive.

Due to the request for a smaller buffer yard between this site and the adjacent residential uses, the applicant is proposing to provide one 2-inch canopy tree every 20 feet along the perimeter of the property where adjacent to residential property in addition to a 6-foot masonry screen wall that is required by the UDO. This, combined with the 10-foot buffer yard, will in effect act as a buffer between the self-storage facility and the residential structures. The proposed development will also act as a buffer between the well site and the residential uses. The masonry wall and additional landscaping will serve to block direct light from vehicles entering and exiting the site and will reduce some effects of noise pollution that can be associated with this type of use.

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:

There are no residential uses proposed for this development. This development will take direct access to Decatur Drive and will provide access through this site to the adjacent gas well.

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:

There are no public improvements proposed with this development.

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Staff initially expressed concerns regarding noise and light pollution from vehicular traffic that can be associated with this type of use being a nuisance to the adjacent residential properties. However, the applicant is proposing to use a 10-foot buffer yard with increased landscaping in combination with the required 6-foot masonry wall to mitigate the effects that noise and light pollution may have on the residential uses adjacent to this site. The applicant also states on the concept plan that exterior lighting for this site will consist of building mounted lights that will be in accordance with the requirements of the UDO and that no pole lights will be used on this site.

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:

A traffic impact analysis was not required for this project due to the proposed size of the project and low levels of traffic that is generated by these types of uses. The proposed project did not generate enough trips (43 trips per peak hour) to surpass the UDO threshold of 150 vehicles trips per the peak hour.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: July 15, 2010

Advertised Council Hearing Dates: July 22, 2010

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

- Southern Plantation HOA
- Spring Creek Townhome HOA

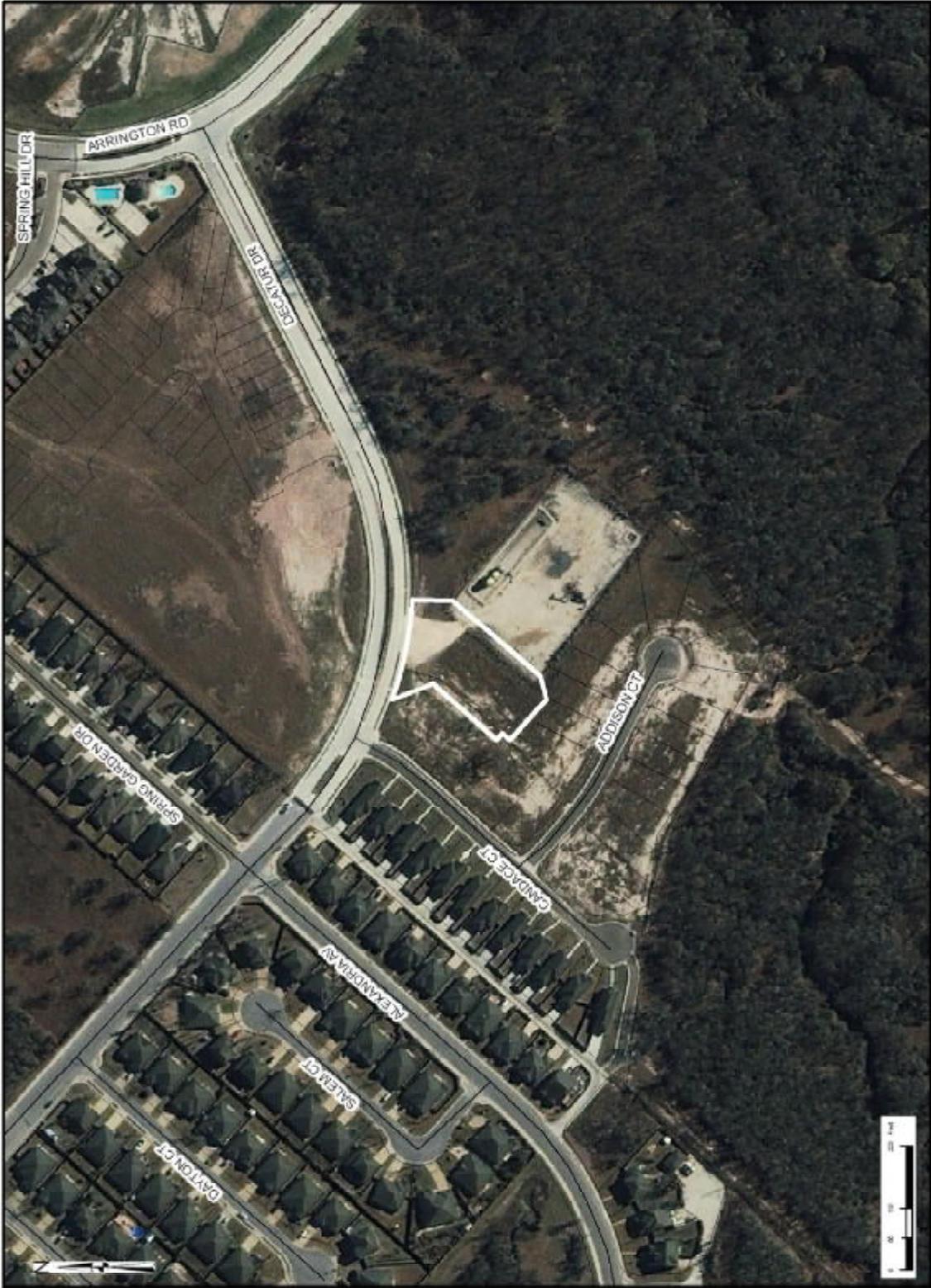
Property owner notices mailed: 11
 Contacts in support: None at the time of writing this staff report.
 Contacts in opposition: None at the time of writing this staff report.
 Inquiry contacts: None at the time of writing this staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Major Arterial	N/A	Decatur Drive
South	Natural Areas-Protected	R-1 Single family Residential	Single-family – Spring Creek Gardens Subdivision
East	Urban	A-P Administrative Professional	Gas well
West	General Suburban	R-1 Single family Residential	Single-family – Spring Creek Gardens Subdivision

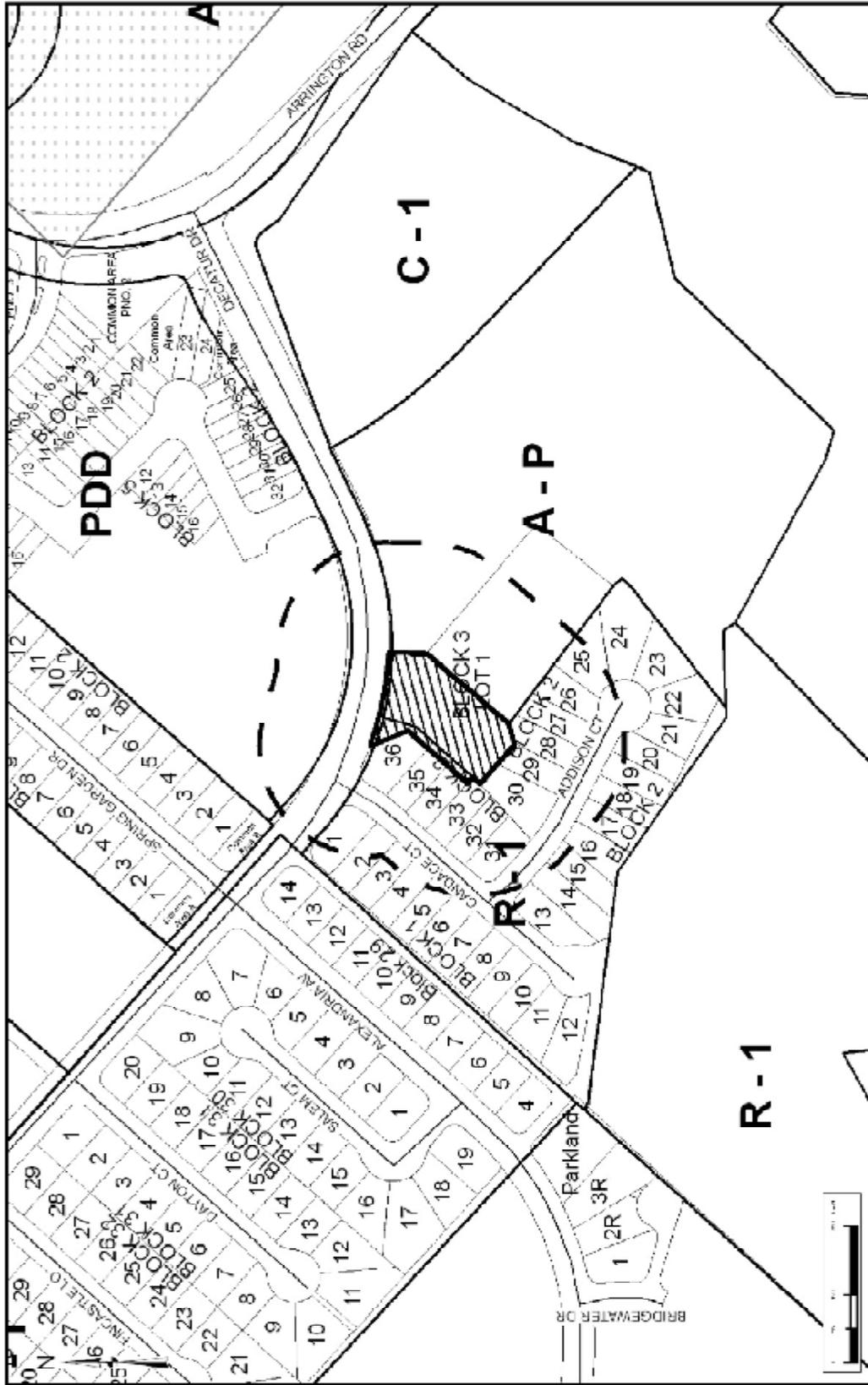
DEVELOPMENT HISTORY

Annexation: 1983
Zoning: A-O, Agricultural Open to R-4, Multi-Family (2001) to R1, Single Family Residential and A-P, Administrative Professional (2006)
Final Plat: Spring Creek Gardens Phase 3 (2008)
Site development: The portion of this lot being rezoned is currently undeveloped, however, the remaining portion of the lot is developed as a natural gas well.



REZONING	Case: 10-070	DEVELOPMENT REVIEW
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SPRING CREEK GARDENS PH 3



Zoning Districts	K-3	Lowhouse	C-3	VPPC	REZONING
A-O	R-4	Multi-Family	M-1	MG-1	Y2011 Pen Creek Dev. Corridor
A-CR	R-6	High Density Multi-Family	M-3	MG-2	Core Northgate
R-1	R-7	Manufactured Home Park	C-J	MG-3	Transitional Northgate
R-1S	A-P	Administrative/Professional	R-D	CV	Residential Northgate
R-2	C-1	General Commercial	F&D	KUU	Corridor Overlay
	C-2	Commercial-Industrial	PDD	KO	Redevelopment District
					Krone-Tap Overlay

Case: 10-070	REZONING
SPRING CREEK GARDENS PH 3	
DEVELOPMENT REVIEW	

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 Exhibit "C", and Exhibit "D" attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 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 is rezoned from A-P Administrative Professional and R-1 Single-Family Residential to PDD Planned Development District:

Being a tract of land containing 0.8625 acres out of the Robert Stevenson Survey, A-54, Brazos County, Texas, also being part of the Spring Creek Gardens Subdivision, Phase 3, a subdivision in the City of College Station. According to the plat there of, as recorded in Volume 8547, Page 273 of the Brazos County Official Records (B.C.O.R.), being part of Lot one (1), Block Three (3), and Lots Thirty-five (35), Thirty-six (36), Block Two (2) of the said subdivision, the 0.8625 acres tract being more particularly described by metes and bounds in the attached Exhibit "B", and shown graphically in the attached Exhibit "C", and with a concept plan as described and shown graphically in Exhibit "D".

Exhibit "B"

**METES AND BOUNDS DESCRIPTION
OF A 0.8625 ACRE TRACT
SPRING CREEK GARDENS
SUBDIVISION, PHASE 3
CITY OF COLLEGE STATION
ROBERT STEVENSON SURVEY, A-54
BRAZOS COUNTY, TEXAS**

Being a tract of land containing 0.8625 acres, out of the Robert Stevenson Survey, A-54, Brazos County, Texas, also being part of the Spring Creek Gardens Subdivision, Phase 3, a subdivision in the City of College Station, according to the plat thereof, as recorded in Volume 8547, Page 273 of the Brazos County Official Records (B.C.O.R.), being part of Lot One (1), Block Three (3) and Lots Thirty-four (34), Thirty-five (35), and Thirty-six (36), Block Two (2) of the said subdivision, the 0.8625 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for an east corner of the said subdivision, also being a northeast corner of the said Lot 3, Block 1, also being the north corner of the College Station Marketplace L.P. tract of land as recorded in Volume 7118, Page 207 of the B.C.O.R., also being a point along the south right-of-way line of Decatur Drive, an 80' right-of-way;

THENCE along the common line between this tract and the said College Station Marketplace tract, South 1°39'59" West, a distance of 71.87 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for an east corner of this tract, also being an east corner of the said Lot 3, Block 1, also being a west corner of the said College Station Marketplace tract;

THENCE severing the said Lot 1, Block 3, South 40°39'26" West, a distance of 205.98 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for a southeast corner of this tract, also being a southwest corner of the said Lot 1, Block 3, also being the north corner of Lot Twenty-eight (28), Block 2 of the said subdivision;

THENCE along the common line between this tract and the said Lot 28, Block 2, passing the said Lot 28, Block 2 and continuing along the common line between this tract and Lot Twenty-nine (29), Block 2 of the said subdivision, South 75°55'50" West, a distance of 42.36 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for the south corner of this tract, also being a southwest corner of the said Lot 1, Block 3, also being a north corner of the said Lot 29, Block 2;

THENCE along the common line between this tract and the said Lot 29, Block 2, passing the said Lot 29, Block 2 and continuing along the common line between this tract and Lot Thirty (30), Block 2 of the said subdivision, North 48°13'24" West, a distance of 97.79 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for a west corner of this tract, also being the west corner of the said Lot 1, Block 3, also being the north corner of the said Lot 30, Block 2, also being a southeast corner of Lot Thirty-three (33), Block 2 of the said subdivision;

THENCE along the common line between this tract and the said Lot 33, Block 2, North 41°46'36" East, a distance of 18.30 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" found for a west corner of this tract, also being a point along the northwest boundary line of the said Lot 1, Block 3, also being the east corner of the said Lot 33, Block 2, also being the south corner of the said Lot 34, Block 2;

THENCE along the common line between the said Lots 33 and 34, Block 2, North 48°16'10" West, a distance of 15.40 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" set for a west corner of this tract, also being a point along the said common line between the said Lots 33 and 34, Block 2;

THENCE severing the said Lots 34, 35 and 36, Block 2, North 41°43'50" East, a distance of 150.81 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" set for a northwest corner of this tract, also being a point located within the boundary of the said Lot 36, Block 2;

THENCE severing the said Lot 36, Block 2, North 21°35'28" West, a distance of 77.92 feet to a 5/8" iron rod with an orange plastic cap marked "Carlomagno RPLS 1562" set for the north corner of this tract, also being a point along the northeast boundary line of the said Lot 36, Block 2, also being a point along the said south right-of-way of Decatur Drive;

THENCE along the said south right-of-way of Decatur Drive, around a curve to the left having a delta angle of 16°57'56", an arc distance of 182.10 feet, a radius of 615.00 feet, and a chord of South 78°40'14" East, a distance of 181.44 feet to the **PLACE OF BEGINNING** containing 0.8625 acres.




Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
phase3-newtract-joe-apr-2010.doc
04/14/2010

EXHIBIT "C"

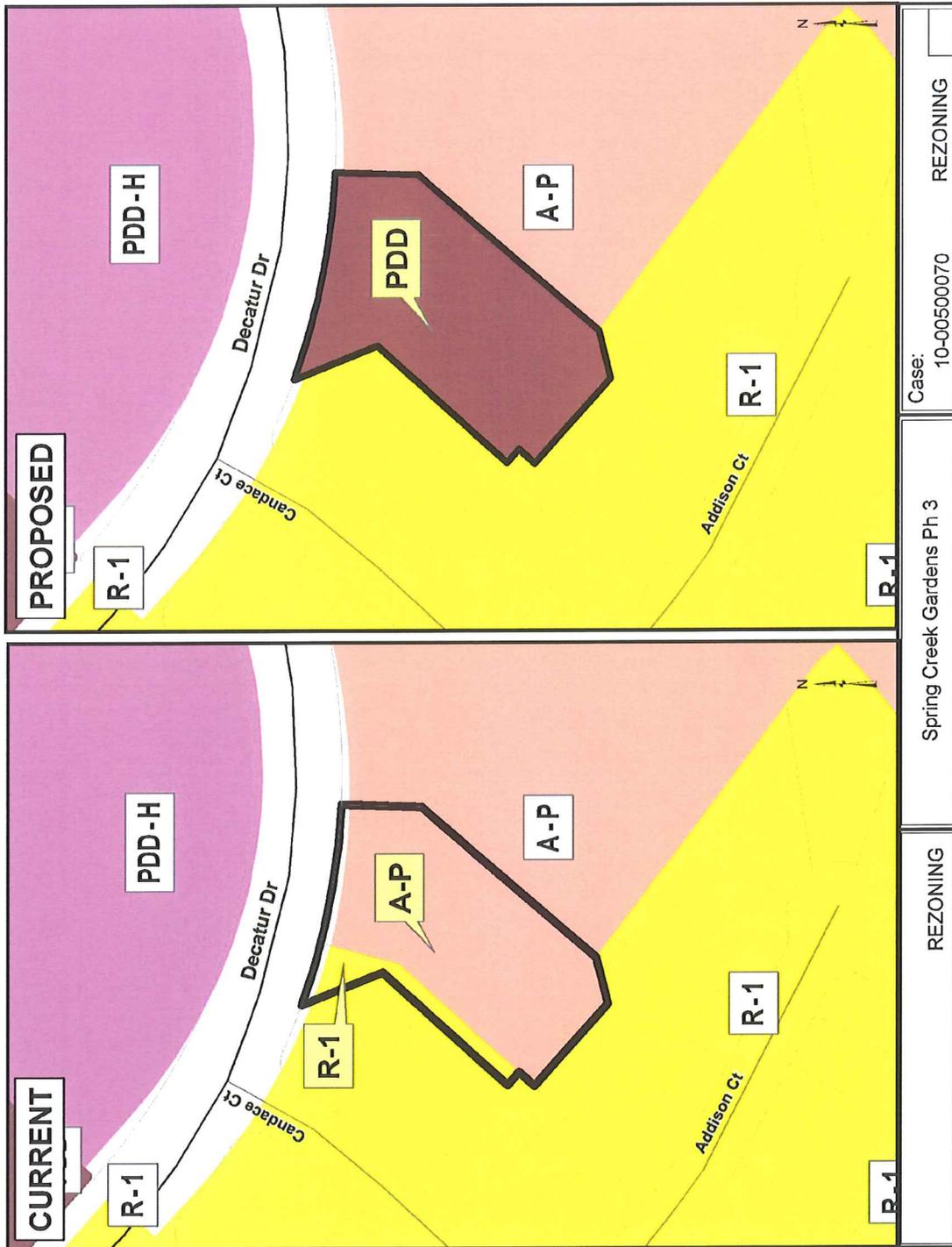


EXHIBIT “D”

At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development ordinance, including, but not limited to landscape, attached signage, and non-residential architectural standards for the C-1 General Commercial zoning district except as modified in the attached.

Purpose Statement: The proposed development is to provide office space and self-storage availability for the nearby residents to use.

Allowed Uses: Offices
Self-Storage

Conditions: 6-foot masonry wall required against single-family properties
Roof pitch will vary from at least 4:12 to 6:12
One 2-inch caliper trees required every 20 feet in the buffer yard instead of every 25 feet.
Stone and brick will be used on the building façade and will be similar to materials uses on the houses in the adjacent neighborhood.

Through the PDD, the following meritorious modifications to Section 7.6.F “Minimum Buffer Standards” of the Unified Development Ordinance have been granted:

- The 15-foot landscape buffer required between commercial and single-family structures may be reduced to a 10-foot landscape buffer.

July 22, 2010
Regular Agenda Item No. 8
103 Fairview Ave – Public Utility Easement Abandonment

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Development Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 12.5 feet (1,679.7 square feet) of a 20-foot wide public utility easement, which is located on Lot 1R of Block 2A of the College Park Subdivision according to the plat recorded in Volume 8582, Page 96 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Goals: N/A

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

Summary: This easement abandonment accommodates future development of this subject Lot. There are no public or private utilities in the subject portion of easement to be abandoned.

The 1,679.7 square feet of the 20-foot wide public utility easement to be abandoned is located on Lot 1R of Block 2A of the College Park Subdivision according to the plat recorded in Volume 8582, Page 96 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

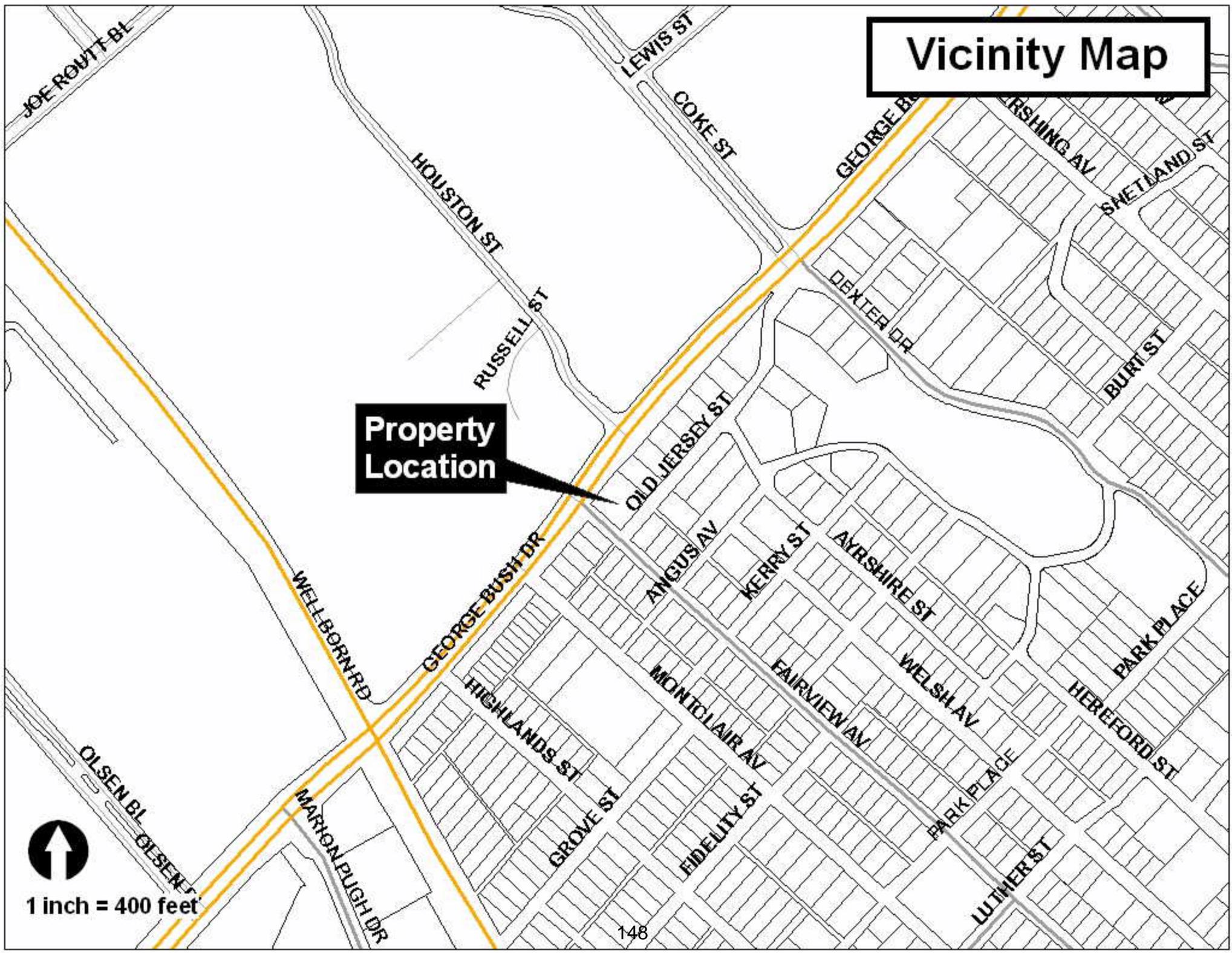
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file with the City Secretary)

Vicinity Map

Property Location



1 inch = 400 feet



Location Map

Easement
Abandonment

George Bush Drive

Existing 20" PUE

Fairview Ave

Old Jersey St



1 inch = 50 feet

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING 12.5 FEET (1679.7 SQUARE FEET) OF A 20-FOOT WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOTS 1R AND 4, BLOCK 2A, OF THE COLLEGE PARK SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8582, PAGE 96 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 20-Foot Public Utility Easement, said portion lying along Lots 1R & 4, Block 2A, of the College Park Subdivision, according to the plat recorded in Volume 8582, Page 96, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning a portion of the Public Utility Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the portion of the 20-foot Public Utility Easement as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

Nancy Berry, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

City Attorney

Exhibit A

**METES AND BOUNDS DESCRIPTION
OF A
0.038 ACRE TRACT
PORTION OF LOT 1R, BLOCK 2A
COLLEGE PARK
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, SAID EASEMENT BEING A PORTION OF LOT 1R, BLOCK 2A, COLLEGE PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 8582, PAGE 96 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 1R, SAME BEING THE WEST CORNER OF THE REMAINDER OF LOT 4, BLOCK 2A, AND BEING ON THE SOUTHEAST LINE OF GEORGE BUSH DRIVE (VARIABLE WIDTH R.O.W.);

THENCE: S 42° 03' 42" E ALONG THE SOUTHEAST LINE OF GEORGE BUSH DRIVE FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 47° 39' 57" E THROUGH SAID LOT 1R, 7.50 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 1R AND SAID REMAINDER OF LOT 4, FOR A DISTANCE OF 134.17 FEET TO THE EXTENSION OF THE NORTHWEST LINE OF AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 40° 48' 59" W CONTINUING THROUGH SAID LOT 1R AND ALONG THE EXTENSION OF THE NORTHWEST LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT FOR A DISTANCE OF 12.50 FEET TO THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 47° 39' 57" W CONTINUING THROUGH SAID LOT 1R AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT FOR A DISTANCE OF 134.45 FEET TO THE SOUTHEAST LINE OF GEORGE BUSH DRIVE;

THENCE: N 42° 03' 42" E ALONG THE SOUTHEAST LINE OF GEORGE BUSH DRIVE FOR A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING CONTAINING 0.038 OF AN ACRE (1679.7 SQUARE FEET) OF LAND, MORE OF LESS. 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/10-368.MAB

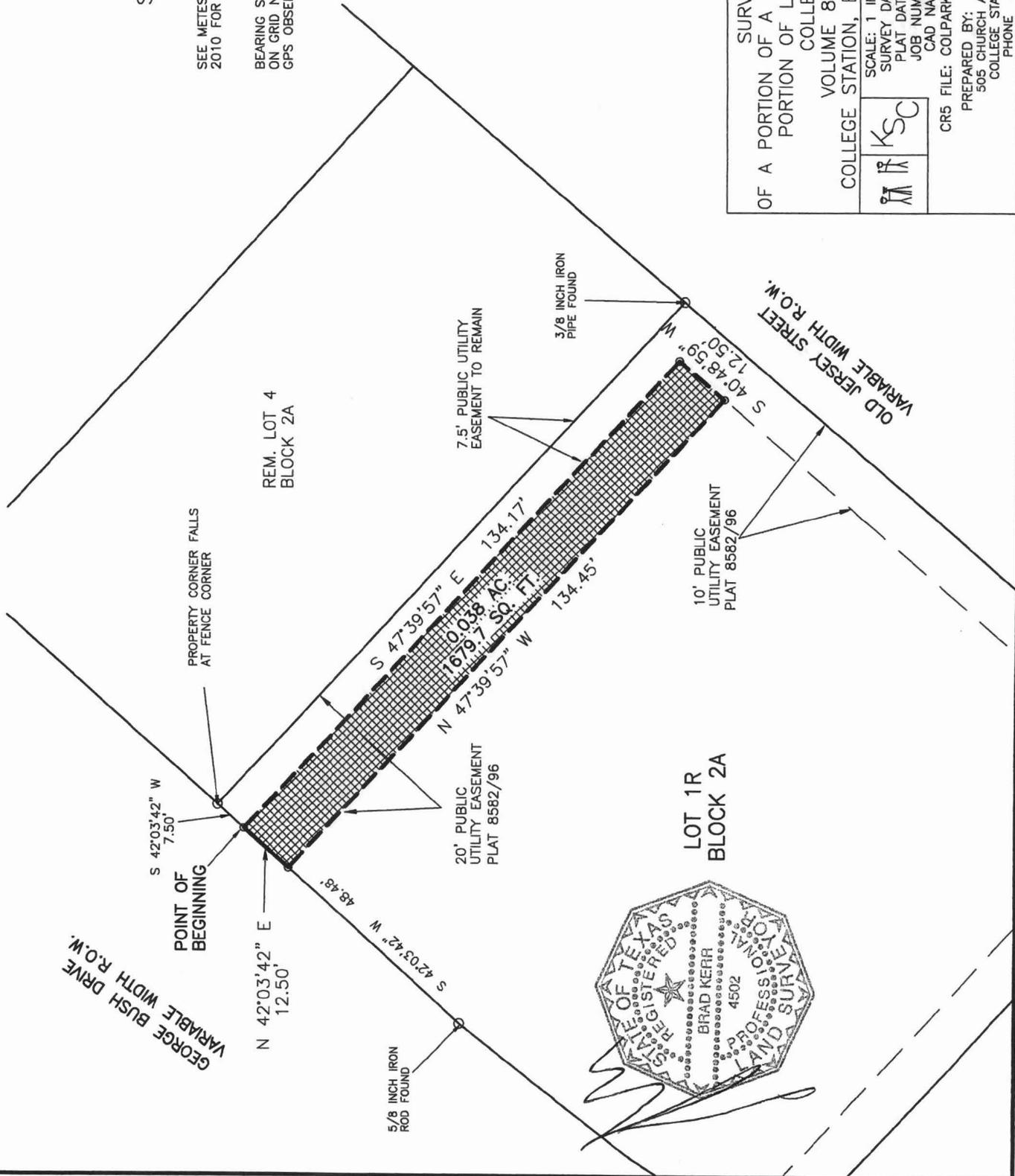




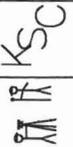
SCALE: 1" = 30'

SEE METES AND BOUNDS PREPARED JUNE 2010 FOR MORE DESCRIPTIVE INFORMATION.

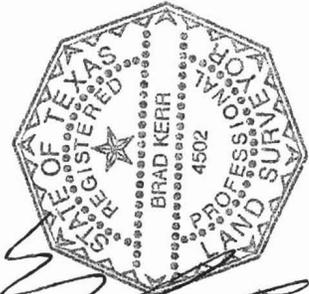
BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.



SURVEY PLAT
OF A PORTION OF A PUBLIC UTILITY EASEMENT
PORTION OF LOT 1R, BLOCK 2A
COLLEGE PARK
VOLUME 8582, PAGE 96
COLLEGE STATION, BRAZOS COUNTY, TEXAS


 SCALE: 1 INCH = 30 FEET
 SURVEY DATE: 12-13-07
 PLAT DATE: 06-28-10
 JOB NUMBER: 10-368
 CAD NAME: 10-368
 CR5 FILE: COLPARK (cont); 07-934 (job)

PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH AVENUE, P.O. BOX 269
 COLLEGE STATION, TEXAS 77841
 PHONE (979) 268-3195



July22, 2010
Regular Agenda Item No. 9
Medical Corridor Committees

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the formation of two committees to assist with the Medical Corridor project.

Recommendation(s): Staff is seeking Council direction regarding size and composition of the proposed committees.

Summary: To better engage stakeholders in the Medical Corridor project, staff has identified a need to create two separate entities to provide feedback and input to both the City Council and professional project development team throughout this process; they are a general citizens' advisory committee and a more targeted stakeholders group.

The broader citizens' advisory committee will include area residents, community leaders, City Council members, Planning and Zoning representatives, and various civic-minded stakeholders. The targeted stakeholder group will be comprised of current medically-focused tenants and property owners, other property owners, neighborhood association representatives, and other stakeholders directly affected by the development of the project. Both groups will function in an advisory capacity and will ultimately make recommendations on various aspects of this project.

Staff has requested that an application for the citizens' advisory committee be placed on the City's website under the Citizen Committees, Boards and Commissions page. The targeted stakeholders group will be seated subsequently.

Budget & Financial Summary: Staff anticipates no additional costs added to the project from the formation of these advisory committees.

Attachments: N/A