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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

**Amended Agenda
College Station City Council
Regular Meeting
Thursday, November 10, 2011 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas**

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

Presentations and Recognitions:

- ❖ **Presentation of Historical Marker #6 presented to College Hills Baptist Church.**
- ❖ **Presentation of the International Association of Chiefs of Police Thomson Reuters Award for Excellence in Criminal Investigations.**

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:

- October 27, 2011 Workshop and Regular Council Meeting

- b. Presentation, possible action and discussion to adopt an ordinance amending Chapter 10, "Traffic Code" Section 9, "Juvenile Case Manager", of the Code of Ordinances of the City of College Station, Texas, by amending certain sections, providing a severability clause; declaring a penalty; and providing an effective date.
- c. Presentation, possible action, and discussion regarding a resolution amending certain provisions of the City's Standard Form of Construction Agreement for over \$50,000 and Architects and Engineering Professional Services Contract; and granting authority to the City Manager to act on behalf of the City, including issuing approvals for contract changes pursuant to certain statutory provisions; and providing an effective date.
- d. Presentation, possible action, and discussion on a resolution adopting procurement procedures to be used by College Station Utilities for expenditures; and providing an effective date.
- e. Presentation, possible action, and discussion regarding the approval of a construction contract (Contract #11-356) with Siemens Industry Inc. in the amount of \$65,621.00 for the installation of access and security equipment at the College Station Utility Customer Service and IT Building.
- f. Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.
- g. Presentation, possible action and discussion regarding the approval of a resolution to participate in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program.
- h. Presentation, possible action, and discussion regarding a construction contract with Dudley Construction, Ltd., in the amount of \$2,978,060.00, for the construction of Dowling Road High Service Pump Station Improvements.
- i. Presentation, possible action and discussion on awarding a Construction Contract (12-012) to JaCody, Inc. in the amount of \$130,317.94 for the Emerald Forest Park Site Improvements Project.
- j. Presentation, possible action, and discussion on a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$59,106.08.00 for the Preliminary Engineering Report related to the Barron Road East-Lakeway Drive Extension Project.
- k. Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Willis S. and Peggy J. Ritchey (Seller) in the amount of \$64,117.75 for the purchase of right-of-way (0.997 acre) and a public utility easement (0.735 acre) needed for the Rock Prairie Road East Widening Design and Right-of-Way Project.
- l. Presentation, possible action and discussion for a change order to Professional Services Contract 11-254 with Kimley-Horn and Associates, Inc. for an increase in the amount of \$10,765.00 for the Rock Prairie Road West Preliminary Engineering Report (PER).
- m. Presentation, possible action, and discussion on a change order to the Design Contract 04-176 with Jacobs Engineering Group, Inc., in the amount of \$27,467.00, for additional construction material testing services.

- n. Presentation, possible action and discussion on awarding a price agreement for annual purchases of fleet oils and lubricants to Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12-004)
- o. Presentation, possible action and discussion on ratification of \$150,000 additional expenditures plus \$150,000 anticipated expenditures for a total of \$300,000.00 for the purchase of gasoline and diesel fuel from Brenco Marketing. Approval of the additional expenditures will bring the total annual estimated expenditures to \$1,552,000.00.
- p. Presentation, possible action and discussion regarding the renewal agreement for outsourcing the printing and mailing of Utility bills, late notices and inserts for an estimated annual expenditure not to exceed \$230,000 to Xpedient Mail.
- q. Presentation, possible action, and discussion regarding the approval of the FY 11 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.
- r. Presentation, possible action, and discussion regarding the renewal of an annual blanket purchase order with Boundtree Medical L.L.C. for \$65,000.00 for EMS supplies.
- s. Presentation, possible action, and discussion regarding the approval of the purchase of consoles and related equipment for the new Utility Dispatch Center from Command & Control Environments (CCE) through the TXMAS program and from the open market (bid pricing was checked by Purchasing and is the lowest pricing) in the amount of \$70,231.93.
- t. Presentation, possible action, and discussion regarding Change Order No. 4 to the professional services contract (Contract No. 00-107) with LJA Engineering & Surveying, Inc. for a decrease in the amount of \$39,640.41 to clear the project encumbrance and closeout the project.
- u. Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-218). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.
- v. Presentation, possible action, and discussion on an interlocal agreement between the City of College Station, the College Station Independent School District, and Texas A&M University to share fuel reserves in the event of an emergency supply disruption.
- w. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Brazos County for On-Line Bidding Services.
- x. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and San Jacinto River Authority for On-Line Bidding Services.
- y. Presentation, possible action, and discussion on approval of an Enterprise Agreement (EA) for Microsoft software with Dell Marketing LP for a three year period totaling \$88,232.82.

z. Presentation, possible action, and discussion on a Professional Services Contract (Contract Number 11-264) with Kimley-Horn and Associates, Inc. for \$1,518,250.00 for design, bidding, and construction administration for the Bee Creek Sewer Line.

aa. Presentation, possible action, and discussion regarding rejection of Request for Proposal No. 11-35 for the Wolf Pen Creek Water Feature and Festival Area Project.

bb. Presentation, possible action, and discussion regarding the charge and possible dissolution of the Green College Station Citizens Task Force.

Regular Agenda

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

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

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

1. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.217 acres located at 2041 Holleman Drive West, more generally located on the northeast corner of the intersection with Harvey Mitchell Parkway, from R-4 Multi-Family to C-1 General Commercial
2. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.86 acres located at 6100 Victoria Avenue, and more generally located west of the Castlegate Subdivision, from A-O Agricultural Open to R-1 Single-Family Residential and R-1B Single-Family Residential
3. Presentation, possible action, and discussion on appointments to the Brazos Valley Animal Shelter Board.
4. Adjourn.

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



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, November 10, 2011 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 7th day of November, 2011 at 5:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 7, 2011 at 5:00 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 _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

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.

**November 10, 2011
Consent Agenda Item No. 2a
City Council Minutes**

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- October 27, 2011 Workshop and Regular Council Meeting

Attachments:

- October 27, 2011 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 27, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields, arrived after roll call
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:00 p.m. on Thursday, October 27, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion on items listed on the consent agenda.

Councilmembers Mooney and Ruesink reported they would be abstaining from item 2f.

2. Presentation, possible action, and discussion regarding disposal of approximately 65 acres of City-owned property located on Rock Prairie Road adjacent to Lick Creek Park.

Bob Cowell, Director of Planning and Development Services, reported on City-owned property on Rock Prairie Road. The property is 65 acres adjacent to Lick Creek Park. The City's Comprehensive Plan identifies this property as Restricted Suburban. The current zoning is

Agricultural Open. Staff is recommending a complete environmental assessment, appraisal of the property, re-zoning the property to R1-B, establish development requirement such as minimum lot size, provide for a buffer to Lick Creek Park, etc., pedestrian access to Lick Creek Park, and offer the property for sale through bid. He stated they are not recommending a minimum lot size of 8,000 square feet consistent with a R1-B zoning, but believe the lot size should compare favorably with the larger lot sizes in nearby developments.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted five (5) for and two (2) opposed, with Councilmembers Brick and Ruesink voting against, to approve the staff recommendation to initiate the re-zoning of the subject property and draft restrictions, but to consult with and keep in the loop the Lick Creek Nature Center Advisory Committee. The motion carried.

3. Presentation, possible action, and discussion regarding the 2011 Christmas at the Creek event.

Sheila Walker, Special Events Coordinator, reported on the upcoming Christmas at the Creek event. In the past 27 years, there have been more than 2.5 million visitors at the Christmas in the Park event. It has been a family tradition and free to everyone. It has a non-commercial atmosphere. 2011 will be a year of transition. The Stephen C. Beachy Central Park will have the Tower of Power and a small drive-through light display. The Wolf Pen Creek corridor will have lights, entertainment, shopping, hayrides, a live nativity scene, and Santa. Christmas in the Park outgrew Central Park many years ago. Wolf Pen Creek affords the City the opportunity to grow Christmas in the Creek as a premiere holiday festival for the Brazos Valley. There is better visibility for entertainment. They are incorporating the great elements from the past plus there will be three entertainment stages. There are better facilities and more parking. There will be an upscale art sale, gourmet food, and a gift shop at the Art Center. There will be an opportunity to expand the baking contest. There will also be some budget savings. Our Community Partners will be doing Presents with Purpose for alternative gift giving choices, and there will be an expansion of Pet Night.

Scott Hooks, with Parks and Recreation, provided greater detail on the events at both parks, detailing where everything will be. He provided information on how the parking for Wolf Pen Creek will be handled and how to access the park.

An example of the pole banners was provided. The Holiday Happening guide was also shown. These will be in the Eagle as an insert and distributed through participating merchants.

The kick off for the event will be on December 2, at 5:15 p.m. with the Mayor's reception in the Green Room.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the Christmas at the Creek event. The motion carried.

4. Presentation, possible action, and discussion regarding the Council's Strategic Plan 2012 Update.

Bob Cowell, Director of Planning and Development, updated the Council on the 2012 Strategic Plan. Work completed to date includes: the annual strategic plan workshop, budget workshops, the Council workshop update, and staff review and revision of the draft plan. The strategic plan includes the community vision, the organizational mission and core values, Council strategic initiatives, the desired outcome or goal for each initiative, strategies for each goal, performance measures, plan monitoring, and recognition of excellence. There are six initiatives noted: 1) financially sustainable city; 2) core services and infrastructure; 3) neighborhood integrity; 4) diverse growing economy; 5) improve mobility; and 6) sustainable City. Each of these initiatives had listed goals, with those needing additional discussion and Council direction highlighted in blue. Performance measures include effectiveness and workload indicators. Progress in implementing the plan will be monitored by regular reports and updates such as annual reports, a mid-year review and update, quarterly reports, the annual budget, and department business/service plans. Next steps include the adoption of the updated plan, and then begin crafting a new document - the policy action plan.

Mayor Berry requested an item to be added to initiative #5, Improve Mobility. She would like to see a mobility wayfinding system to identify points of interest.

Councilmember Fields asked to clarify the goal to support and implement green building practices under initiative #6, Sustainable City, and to have further discussion on alternative energy sources such as wind power.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to accept the strategic plan presentation with the understanding that additional workshop discussions will occur. The motion carried.

5. Council Calendar

- **November 3 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**
- **November 7 Annual BICS Chamber Banquet at the CS Hilton at 6:00 p.m.**
- **November 10 City Council Workshop/Regular Meeting at 3:00 and 6:00 p.m.**

Council reviewed the Council calendar.

6. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Lyles requested an item to discuss Council attendance to various boards and committees to which they are appointed.

7 Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Zoning Board of Adjustments.

Councilmember Ruesink reported that the Salamanca delegation will arrive November 14. A reception will be held at President Loftin's house on November 15. Both city councils will be invited to attend. Salamanca will be officially brought in as a sister city.

Mayor Berry reported on the RVP board meeting citing possible prospects that may be coming.

8. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:55 p.m. on Thursday, October 27, 2011 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- 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
- Clancey v. College Station, Glenn Brown and Kathy Merrill, Civil Action No. 09-CV-01480
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Woodruff v. College Station, Cause No. 10-000515-CV-272
- Ongoing criminal investigation of municipal court missing funds

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Legal issues related to the sale and purchase of Chimney Hill property

- Legal issues related to the expiration of the Wolf Pen Creek Tax Increment Reinvestment Zone

C. Deliberation Regarding Personnel; to wit:

- Internal Auditor
- Council Self-Evaluation
- City Secretary

The Executive Session adjourned at 7:03 p.m. on Thursday, October 27, 2011.

No action was required from Executive Session.

9. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:03 p.m. on Thursday, October 27, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 27, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, Assistant City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:09 p.m. on Thursday, October 27, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Presentations and Recognitions:

- **Proclamation recognizing the Pink Alliance Breast Cancer Support Group and proclaiming PINK OUT DAY.**

Mayor Berry read and presented the proclamation to Reba Ragsdale, Pink Alliance Board Member and seventeen-year breast cancer survivor; Cheryl Pederson, Pink Alliance Board Member; and Kaitlin Horner, AggieLand Outfitters.

- **Proclamation proclaiming November 6th, 2011 as POPPY DAY.**

Mayor Berry read and presented the proclamation to American Legion Auxiliary president, Earnestine Hanks; Second Vice President, Sherrally Haskin; Historian, Mary Ruth Rosier; Sergeant at Arms, Irene Porter; and Veteran, Ron Pollard. The American Legion Auxiliary presented the Mayor with a Certificate of Appreciation.

Citizen Comments

There were no Citizen Comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- **October 13, 2011 Workshop and Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding approval of the Housing Program Reconstruction Guidelines.

2c. Presentation, possible action, and discussion regarding approval of the revised Rehabilitation and Minor Home Repair Program Guidelines.

2d. Presentation, possible action, and discussion on approval of the 2011 Property Tax Roll in the amount of \$24,979,684.54.

2e. Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY 12 in the amount of \$50,240.

2f. Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY 12 in the amount of \$10,000.

2g. Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY12 in the amount of \$50,000.

2h. Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY12 in the amount of \$25,000.

2i. Presentation, possible action, and discussion on Resolution 10-27-11-2i, awarding bid #12-009 to Brazos Paving, Inc. in an amount not to exceed \$534,400 for the annual contract for a blanket purchase order for concrete curb, gutter and flatwork used to maintain City infrastructure.

2j. Presentation, possible action and discussion on Resolution 10-27-11-2j, stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

Items b, c, e, f, and g were pulled for a separate vote.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items b, c, e, f, and g. The motion carried unanimously.

(2b, 2c, 2e, 2g)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve items 2b, 2c, 2e, and 2g. The motion carried.

(2f)MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Lyles, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against and Councilmembers Mooney and Ruesink abstaining, to approve item 2f. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on the Annual Review of the Unified Development Ordinance (UDO) and the Annual Review of the Comprehensive Plan.

At approximately 7:42 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:43 p.m.

No action was required.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3375, amending the College Station Comprehensive Plan by amending the Thoroughfare Plan for the following thoroughfares: Raintree Drive, Birkdale Drive, Corsair Drive, Deacon Drive, Dartmouth Drive, F.M. 60, on-grade railroad crossing at Southwest Parkway and Wellborn Road.

At approximately 8:16 p.m., Mayor Berry opened the Public Hearing.

Don Jones, 804 Berry Creek, representing one of the landowners, reported that the request goes back to the mid-90's. Union Pacific refuses to build a grade crossing at Southwest Parkway and Wellborn Road. The cost to do a grade-separated crossing increases the construction costs, which would be borne by a combination of landowners and the City, not TXDOT. This would also result in an unsightly infrastructure.

There being no further comments, the Public Hearing was closed at 8:19 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3375, amending the College Station Comprehensive Plan by amending the Thoroughfare Plan for the following thoroughfares: Raintree Drive, Birkdale Drive, Corsair Drive, Deacon Drive, Dartmouth Drive, F.M. 60, on-grade railroad crossing at Southwest Parkway and Wellborn Road. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3376, amending the College Station Comprehensive Plan Chapter 2 "Community Character" by amending the text and concept map regarding the expansion of Growth Area IVY Growth Area V, and the Land Use designation change of the Richards Subdivision area.

At approximately 9:06 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:06 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3376, amending the College Station Comprehensive Plan Chapter 2 "Community Character" by amending the text and concept map regarding the expansion of Growth Area IVY Growth Area V, and the Land Use designation change of the Richards Subdivision area. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3377, amending Code of Ordinance Chapter 7 "Heath and Sanitation" Section 5 "Food Establishments."

At approximately 8:58 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:58 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to adopt Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3377, amending Code of Ordinance Chapter 7 "Health and Sanitation" Section 5 "Food Establishments." The motion carried unanimously.

5. Presentation, possible action, and discussion regarding Resolution 10-27-11-2, approving and setting user fees for the Parks and Recreation Department's 2012 programs and facilities.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 10-27-11-

2, approving and setting user fees for the Parks and Recreation Department's 2012 programs and facilities. The motion carried unanimously.

6. Presentation, possible action and discussion regarding the appointment to the Board of Directors for the Brazos County Appraisal District.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to re-appoint Ronald Kaiser. The motion carried unanimously.

7. Presentation, possible action, and discussion on appointments to the Brazos Valley Animal Shelter Board.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to postpone this item to the next meeting and to accept Judy LeUnes' resignation. The motion carried unanimously.

8. Presentation, possible action, and discussion regarding appointments to the Brazos Valley Solid Waste Management Agency Board of Directors.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to appoint Karl Mooney and Steve Beachy. The motion carried unanimously.

9. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:36 p.m. on Thursday, October 27, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

November 10, 2011
Consent Agenda Item No. 2b
Juvenile Case Manager Ordinance

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion to adopt an ordinance amending Chapter 10, "Traffic Code" Section 9, "Juvenile Case Manager", of the Code of Ordinances of the City of College Station, Texas, by amending certain sections, providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals: Goal 1.5 Develop revenue streams independent of the General Fund

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

Summary: The City Council adopted a Juvenile Case Manager Ordinance in January 2006 which authorized the Municipal Judge to add a Juvenile Case Manager fee to fines assessed. Senate Bill 61 of the 2011 Legislature made some changes to the statutes governing Juvenile Case Managers and the City managing a Fund for Juvenile Case Managers. Some of the changes include allowing the cost of training, office supplies and other necessary expenses relating to the position of a juvenile case manager to be paid from the JCM fees collected and placed in the fund. The changes also include requiring the Council to approve reasonable rules for juvenile case managers that provide a) a code of ethics; b) appropriate educational pre-service and in-service training standards; and c) training directly related to juvenile case planning and management. The Council is required to periodically review juvenile case manager programs to ensure the implementation of rules adopted.

Budget & Financial Summary: The fee authorized is five (\$5.00) dollars per fine-only misdemeanor offense or any other fines, penalties, or court costs required by city ordinance or state or federal law. The fee would provide an estimated \$120,000 to \$130,000 per year credited to the Juvenile Case Manager Fund and will be used for the salaries and benefits for a Juvenile Case Manager position and our Teen Court Coordinator plus office supplies, training and other necessary expenses related to our Juvenile Case Manager program.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE" SECTION 9, "JUVENILE CASE MANAGER", 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", SECTION 9, "JUVENILE CASE MANAGER" 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 Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2011.

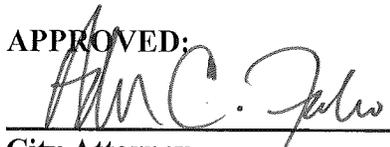
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 9, "JUVENILE CASE MANAGER"** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

SECTION 9: JUVENILE CASE MANAGER

A. JUVENILE CASE MANAGER

- (1) The Municipal Court Administrator is authorized to create the position of Juvenile Case Manager and staff the position pursuant to Article 45.056 of the Texas Code of Criminal Procedure, as amended.

B. JUVENILE CASE MANAGER FUND

(1) DEFINITIONS

- (a) **Convicted** shall have the meaning as defined in Article 102.0174(e) of the Texas Code of Criminal Procedure, as amended.
- (b) **Fee** shall mean the Juvenile Case Manager Fee established under this section
- (c) **Fund** shall mean the Juvenile Case Manager Fund established under this section.

(2) ESTABLISHMENT OF JUVENILE CASE MANAGER FUND

Pursuant to Article 102.0174 of the Texas Code of Criminal Procedure, as amended, a Juvenile Case Manager Fund is established, which will be a separate fund in the City Treasury to be administered by or under the direction of the City Council.

(3) JUVENILE CASE MANAGER FEE SET AT \$5.00

Each defendant convicted of a fine-only misdemeanor offense in the municipal court shall pay a Juvenile Case Manager Fee of five dollars (\$5.00) as a cost of court in addition to any other fines, penalties, or court costs required by City ordinance or state or federal law. A separate Fee must be paid for each separate conviction of a fine-only misdemeanor offense.

(4) WAIVER OF FEE FOR FINANCIAL HARDSHIP

The Municipal Judge may waive the Juvenile Case Manager Fee in the case of financial hardship.

(5) USE OF COLLECTED FEE ONLY FOR CERTAIN EXPENSES

The Municipal Clerk shall collect the fee and pay it to the City Treasury for deposit in the fund. The fund may be used only to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a Juvenile Case Manager employee under Article 45.056 of the Texas Code of Criminal Procedure, as amended.

C. JUVENILE CASE MANAGER CODE OF ETHICS

(1) PREAMBLE

The goal of the Juvenile Case Manager is to assist the Court in administering the Court’s juvenile docket and in supervising its court orders in juvenile cases. The mission of the Juvenile Case Manager is to assist judges in providing juveniles the resources to shape their futures, connect with the community, and become law abiding citizens. When applying this Code of Ethics, keep foremost in mind that the City is guided at all times by the values of integrity, excellence, compassion, and respect for the dignity of every person.

(2) STANDARDS

(a) Confidentiality. A Juvenile Case Manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment. A Juvenile Case Manager shall not violate the confidentiality of juvenile clients, unless it is to seek consultation services from within the case management program, school campus, or the juvenile has threatened to harm himself, herself or others, or to provide details of any criminal activity or enterprise.

(b) Conflicts of Interest. A Juvenile Case Manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community’s trust in the judicial system, a Juvenile Case Manager should avoid soliciting or accepting improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety.

(c) Competence. A Juvenile Case Manager shall endeavor at all times to perform official duties properly and with courtesy and diligence. A Juvenile Case Manager shall fulfill his or her duty and represent himself or herself only within the boundaries of their education, training, license, certification, consultation received, supervised experience, or other relevant professional experience.

(d) **Respect for the Law.** A Juvenile Case Manager shall abide by all federal, state, county, and municipal laws, guidelines, ordinances and rules. A Juvenile Case Manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held.

(e) **Abuse of Position.** A Juvenile Case Manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or any other person. A Juvenile Case Manager shall always maintain an appropriate relationship with juveniles coming under the jurisdiction of the Court. A Juvenile Case Manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability, or national origin.

(3) ENFORCEMENT

Any alleged violation of applicable ethical standards shall be subject to investigation and discipline by the City’s designated non-judicial department or supervisor.

D. JUVENILE CASE MANAGER TRAINING STANDARDS

(1) The Juvenile Case Manager shall adhere to the pre-service and in-service training standards promulgated by the Texas Municipal Court Education Center and shall receive training in at least the following areas:

- (a) the role of the juvenile case manager;
- (b) case planning and management;
- (c) applicable procedural and substantive law;
- (d) courtroom proceedings and presentation;
- (e) services to at-risk youth under Subchapter D, Chapter 264, Family Code;
- (f) local programs and services for juveniles and methods by which juveniles may access those programs and services; and
- (g) detecting and preventing abuse, exploitation, and neglect of juveniles.

E. ANNUAL REVIEW

Annual review of the Juvenile Case Manager shall be performed jointly by the Municipal Court Administrator and Presiding Judge to ensure implementation of the rules adopted in this section.

**November 10, 2011
Consent Agenda Item No. 2c
Contract Administration Procedures**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution amending certain provisions of the City's Standard Form of Construction Agreement for over \$50,000 and Architects and Engineering Professional Services Contract; and granting authority to the City Manager to act on behalf of the City, including issuing approvals for contract changes pursuant to certain statutory provisions; and providing an effective date.

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

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

Summary: The 2011 Legislature approved 2 bills affecting City contract procedures. House Bill 679, amends Chapter 252.048(c) of the Local Government Code providing an increase in the amount of delegated authority for change orders from \$25,000 to \$50,000 and House Bill 628 establishing a new Chapter 2267 in the Government Code for "Contracting and Delivery Procedures For Construction Projects" that used to be in Chapter 271 of the Texas Local Government Code.

As a result of these statutory changes, staff is proposing the following changes to the City's standard contract contracts:

Paragraph 17.02 of the Standard Form of Construction Agreement is proposed to be revised allowing the City Manager or his delegate to approve change orders of \$50,000 or less. Any change order exceeding \$50,000 would require Council approval. The previous threshold was \$25,000. This change will mirror the statutory changes provided for in House Bill 679.

Paragraph 17.02 of Standard Form of Construction Agreement would also provide a new option for change orders for construction contracts funded in whole or part by Certificates of Obligation. This is a new provision that would allow a change order of any percentage to a contract funded in whole or part with CO's until the contract reaches \$1 million and then may not be increased by more than 25%. However, any change over \$50,000 would still require City Council approval.

Article IX, Paragraph 9.02(b) of the Architects and Engineering Professional Services Contract is proposed to be amended allowing the City Manager or his delegate to approve change orders of \$50,000 or less. Any change order exceeding \$50,000 would require Council approval. The previous threshold was \$25,000. The new threshold will mirror the new statutory threshold for construction change orders and will provide continuity in contract management and allow staff to operate more efficiently and effectively.

Other minor parts of the resolution include adding the new GC 2267 chapter reference.

Budget & Financial Summary: None.

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING CERTAIN PROVISIONS OF THE CITY'S STANDARD FORM OF CONSTRUCTION AGREEMENT FOR OVER \$50,000; AMENDING THE ARCHITECTS AND ENGINEERING PROFESSIONAL SERVICES CONTRACT; GRANTING AUTHORITY TO THE CITY MANAGER TO ACT ON BEHALF OF THE CITY, INCLUDING ISSUING APPROVALS FOR CONTRACT CHANGES PURSUANT TO CERTAIN STATUTORY PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station last adopted changes to the Standard Construction Form contract for over \$50,000 and Architects and Engineering Professional Services contract in January 2011 by City Council Resolution No. 01-13-11-2L; and

WHEREAS, pursuant to statutory changes occurring in the last Texas Legislative Session, the City Council desires to revise certain paragraphs of the standard contracts established and to make other changes in processing City contracts;

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

PART 1: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

PART 2: That the City Council of the City of College Station hereby authorizes the City Manager to execute the City's Standard Form of Construction Agreements for over \$50,000 and the Architects and Engineers Professional Services Contracts on behalf of the City when City Council has duly approved such contracts by adoption of a resolution.

PART 3: Article IX, Paragraph 9.02(b) of the Architects and Engineering Professional Services Contract is hereby revised as follows:

“Article IX. Change Orders & Documents & Materials

....

9.02

....

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For

such contracts when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.”

PART 4: Section 17.02 of the Standard Form of Construction Agreement for contracts over \$50,000 is hereby revised pursuant to Texas Local Government Code sections 258.048 and 271.060 as follows:

“17. EXTRA WORK CHARGES”

....

17.02.

For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than *twenty-five percent (25%)*. Written change orders that do not exceed *twenty-five percent (25%)* of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of *Fifty Thousand Dollars (\$50,000.00)* must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

OR:

For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than *twenty-five percent (25%)*. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than *twenty-five percent (25%)*. Written change orders may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of *Fifty Thousand Dollars (\$50,000.00)* must

be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

PART 5: The City Council hereby delegates its authority regarding an action authorized or required by the Texas Government Code chapter 2267 to the City Manager or his designee pursuant to the Texas Government Code section 2267.053 for facilities construction contracts. When considering a construction contract for a facility using a method other than competitive bidding, the City Manager or his designee must, before advertising, determine which method provides the best value for the City pursuant to the Texas Government Code section 2267.056.

PART 6: The City Council hereby grants general authority to City Manager or his designee to approve change orders that involve a decrease or increase of \$50,000 or less pursuant to Texas Local Government Code sections 252.048 and 271.060.

PART 7: That all previous resolutions in direct conflict with this resolution are hereby superseded and repealed, but only to the extent of such conflict.

PART 8: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2011.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

November 10, 2011
Consent Agenda Item No. 2d
Electric Utility Procurement Procedures

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion on a resolution adopting procurement procedures to be used by College Station Utilities for expenditures; and providing an effective date.

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

Recommendation(s): Staff recommends approval of the resolution adopting procurement procedures for the Electric Department.

Summary: May 12, 2011, Council approved a resolution adopting procurement procedures for College Station Utilities. This was required as an initial step to allow College Station to participate with BTU in a design/build contract for the methane gas to electricity project planned for the Rock Prairie Road Landfill.

This revised resolution is to primarily add reference to the newly created chapter in the Government Code "Contracting and Delivery Procedures for Construction Projects" pursuant to House Bill 628 of the 2011 Legislature.

Texas Local Government Code, Section 252.022(c) exempts from the requirements of competitive bidding, expenditures made by a municipally owned electric utility for purchases made in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. In order to facilitate obtaining quality goods and services at a reasonable cost while continuing to meet the public purpose of providing reliable energy-related materials and services, this item proposes the adoption under sec. 252.022(c) of a resolution that provides that the College Station Electric Department will follow statutory purchasing requirements as provided for in the Local Government Code Chapters 252 and 271, Chapter 2267 of the Government Code, and the City's own purchasing policies and procedures, however; when in the best interests of the City, the City Manager may make exceptions to these statutes or policies and procedures or select an alternative procurement method that provides the best value for the City and the City's Electric Department.

Budget & Financial Summary: There is no budget or financial impact to adopt this resolution.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING PROCUREMENT PROCEDURES TO BE USED BY COLLEGE STATION UTILITIES FOR EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, is a home-rule municipality; and

WHEREAS, the City of College Station, Texas, owns an electric utility referred to hereinafter as College Station Utilities or CSU; and

WHEREAS, Section 252.022(c) of the Texas Local Government Code exempts from the requirements of Chapter 252 expenditures by a municipally owned electric utility made in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures; and

WHEREAS, the City Council of the City of College Station deems it to be in the best interest of the citizens of College Station to adopt by resolution procurement procedures applicable to CSU as provided in Section 252.022(c); and

WHEREAS, the City Council of the City of College Station desires to establish procurement procedures for CSU to meet the public purposes of protecting and enhancing the ability of the City to provide reliable energy-related products and services on a competitive basis, continuing to provide, on a fair and equitable basis, a mechanism for acquiring materials and services at reasonable and competitive costs from suppliers, adding value to the City and its citizens, and managing and operating the City's electric systems on a sound and efficient business basis; and

WHEREAS, the City Council of the City of College Station further finds that these procurement procedures will benefit the public purposes, the citizens of College Station, and the customers and ratepayers of CSU by providing for purchases to conform with applicable laws while assuring that procurements are both beneficial and cost effective for CSU and its customers and fair and equitable to suppliers; now, therefore,

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

PART 1: That the City Council hereby determines that all purchases by CSU of materials and services or any other items otherwise subject to the procurement provisions, including but not limited to Chapters 252 and 271 of the Texas Local Government Code and Chapter 2267 of the Texas Government Code shall hereafter be made in accordance with the procurement procedures as set out in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

PART 2: That the City Council hereby finds that the procurement procedures adopted hereunder will allow the City to efficiently obtain quality goods and services at a reasonable cost and, more specifically, to meet the public purposes of protecting and enhancing the ability of the City to provide reliable energy-related products and services on a competitive basis, continuing to provide, on a fair and equitable

basis, a mechanism for acquiring materials and services at reasonable and competitive costs from suppliers, adding value to the City and its citizens, and managing and operating the City's electric systems on a sound and efficient business basis.

PART 3: That the City Council may supplement or amend the procurement procedures adopted herein from time to time as may be appropriate and desirable in order to continue to operate and manage the City's electric systems in a manner consistent with the purposes enumerated herein and in the interest of the City and its citizens.

PART 4: If any provision of the procurement procedures adopted herein is declared invalid, the City Council resolves that the other provisions shall remain in full force and effect.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

EXHIBIT "A"

Procurement Policies & Procedures for CS Electric Utility

Public Purpose and Authority

The public purpose to be served by the CSU Procurement Procedures set forth herein shall be to obtain and maintain for the electric utility at all times a sufficient and uninterrupted supply of best quality materials and services at the lowest practicable cost for the benefit and best interests of the City of College Station and its citizens.

Furthermore, these Procedures are intended to allow the City to protect and enhance its ability to provide reliable energy-related products and services on a competitive and financially sound basis by obtaining safe, reliable, and timely delivery of materials, equipment and supplies, and performance of services on a fair and equitable basis from all interested parties.

These Procedures are adopted pursuant to the general exemption from competitive bidding or proposals provided for municipally owned electric utilities in Section 252.022 of the Texas Local Government Code.

Scope of Procedures

The City of College Station's Purchasing Procedures, as amended from time to time, as well as all other applicable state and federal laws including but not limited to Chapters 252 and 271 of the Texas Local Government Code and Chapter 2267 of the Texas Government Code apply to CSU procurement, except as specifically set forth otherwise in these Procedures.

The City Manager or his designee may adopt additional processes and guidelines consistent with these Procedures to ensure the uniform and consistent application of these Procedures.

CSU Purchasing Policies and Procedures

If the City Manager determines it to be in the best interest of the City based upon the public purpose and authority recited above, the City Manager may approve and authorize one of the procurement methods listed below for the purchase of materials and services for CSU, such materials and services to include, but not be limited to, construction projects, software, electronic hardware and the procurement of insurance:

- Competitive Bidding;
- Best Value Bids;
- Competitive Sealed Proposals;
- Construction Manager Agent;
- Construction Manager at Risk;
- Job Order Contracting; or
- Design Build

Once the procurement method is determined by the City Manager, the procedures outlined in Chapters 252 and 271 of the Texas Local Government Code and Chapter 2267 of the Texas Government Code and as provided by all other applicable state and federal procurement laws shall apply.

Award of a contract pursuant to one of these procurement methods must be made as required pursuant to the statute for such procurement method.

Cooperative Purchases

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes local governments to contract directly with other governments to increase their efficiency and effectiveness. As allowed by statutory provisions on participation in cooperation agreements, including Texas Local Government Code Chapter 271 Subchapter D, purchases of goods and services pursuant to this Act satisfy the requirement of CSU to solicit competitive bids or proposals.

If the City Manager determines it to be in the best interest of the City, the City Manager may authorize the participation in a contract awarded by another local government as required under Chapter 252 of the Texas Local Government Code for purchases related to the electric utility.

Exceptions to Procedures

In addition to the general exemptions listed in Section 252.022 of the Texas Local Government Code and notwithstanding anything to the contrary herein, the City Manager may authorize the procurement of materials and services in a manner independent from any requirement of Chapter 252 and of these Procedures, to meet a compelling business reason under the circumstances and in the manner described in this sub-part.

The following describes some of the conditions under which a finding of Compelling Business Reason may be deemed to be appropriate:

- The procurement is necessary to meet a critical need for materials or services necessary to restore or maintain the reliability or safety of the electric systems, or a major component or related business operation;
- The procurement is necessary to respond to fluctuating market conditions wherein potential delays in the normal and routine procurement process governed by these Procedures would adversely affect CSU's ability to obtain quality materials and/or services at a commercially reasonable price;
- The procurement is necessary to protect the competitive

interests or position of CSU;

- The procurement is necessary to prevent or mitigate significant financial loss to the City due to inherent delays in the normal acquisition process; or
- The City seeks to enter into, renew, extend or modify a strategic alliance or partnership agreement entered to improve CSU's inventory control process or business efficiencies under such terms as may be provided in the alliance or partnership agreement.

November 10, 2011
Consent Agenda Item No. 2e
Installation of Access and Security Equipment
Utility Customer Service and IT Building

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a construction contract (Contract #11-356) with Siemens Industry Inc. in the amount of \$65,621.00 for the installation of access and security equipment at the College Station Utility Customer Service and IT Building.

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

Recommendation(s): Staff recommends award of the contract to Siemens Industry, Inc. for \$65,621.00.

Summary: This contract is for the installation of access and security equipment at the College Station Utility Customer Service and IT Building. This purchase will be made utilizing the State of Texas Multiple Award Schedule (TxMAS) contract 8-84030. Purchases made from the State TxMAS program satisfies our requirement for competitive bidding. Purchasing this access/security system follows the management team decision to standardize the cities access/security systems.

The security improvements at the Utility Customer Service and IT Building will include door access devices and video surveillance for the interior and exterior of the building.

Budget & Financial Summary: The budget appropriation for this expenditure was approved with budget amendment #3 on August 25, 2011. Funds were encumbered from the 2011 budget. This action is needed to approve the contract.

Attachments:

1. Construction Contract with Siemens

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR INSTALLATION OF ACCESS AND SECURITY EQUIPMENT AT THE UTILITY CUSTOMER SERVICE AND IT BUILDING AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, obtained pricing through the State TxMAS program, which satisfies our requirements for competitive bidding for the installation of access and security equipment at the Utility Customer Service and IT Building; and

WHEREAS, the selection of Siemens Industry, Inc is being recommended as the best value for the construction services related to installation of access and security equipment at the Utility Customer Service and IT Building; 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 Siemens Industry, Inc. offers the best value for this project.

PART 2: That the City Council hereby approves the contract with Siemens Industry Inc. for \$65,621.00 for the labor, materials and equipment required for the installation of access and security equipment at the Utility Customer Service and IT Building.

PART 3: That the funding for this Contract shall be as budgeted from the General Fund, in the amount of \$65,621.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

November 10, 2011
Consent Agenda Item No. 2f
Annual Reconfirmation for Texas A&M University Nuclear Science Center

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

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

Summary: The City of College Station currently provides Fire Protection, Emergency Medical and Hazardous Materials response to the Texas A&M University Main Campus to include the Nuclear Science Center. This Annual Reconfirmation letter is required to be signed and placed in an official file as part of the annual Inspection process by the Nuclear Regulatory Commission.

Budget & Financial Summary: None.

Attachments:

Resolution

Reconfirmation Letter and Form on file in the City Secretary's Office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION AND USE OF SERVICE AND EQUIPMENT TO BE PROVIDED BY THE CITY OF COLLEGE STATION IN THE EVENT OF A RADIOLOGICAL INCIDENT AT THE TEXAS A&M UNIVERSITY NUCLEAR SCIENCE CENTER.

WHEREAS, the City Council of the City of College Station, Texas, desires to protect the health, safety and welfare of its population including Texas A & M University; and

WHEREAS, the City of College Station currently provides fire and hazardous materials emergency response to Texas A&M University; and

WHEREAS, this Agreement is required to be in place for the annual inspection and review process by the Nuclear Regulatory Commission; and

WHEREAS, the College Station City Council earlier approved Resolution No. 06-25-86-05, dated 25 June 1986 pertaining to this same matter; and

WHEREAS, the City Council of the City of College Station, Texas, wishes to continue to partner and collaborate to provide service and equipment to respond in the event of a radiological incident at the Texas A&M Nuclear Science Center; 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 Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population by collaborating with its partners at Texas A&M University.

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

ADOPTED this _____ day of _____, A.D. 2011.

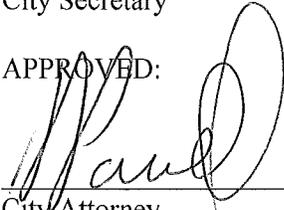
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

November 10, 2011
Consent Agenda Item No. 2g
Clinical Affiliation Agreement with College Station Medical Center

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution to participate in a Clinical Affiliation Agreement with the College Station Medical Center for the Emergency Medical Services Program.

Recommendation(s): Staff recommends approval of the Resolution authorizing the City Manager to sign the signature page of the Clinical Affiliation Agreement.

Summary: The City of College Station continues to support the coordination of the College Station Fire Department members working with the College Station Medical Center to complete their emergency medical clinical hours. Paramedics of the College Station Fire Department work with Dr. Eric Wilke and staff members at the College Station Medical Center side by side to gather required knowledge, skills and abilities to complete their certifications.

Budget & Financial Summary: There is no financial impact to the city.

Attachments:

Clinical Affiliation Agreement – on file in the City Secretary's Office
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE 2011 CLINICAL AFFILIATION AGREEMENT WITH THE COLLEGE STATION MEDICAL CENTER.

WHEREAS, the College Station Medical Center provides opportunities for Emergency Medical Services training for students as members of the College Station Fire Department, an Emergency Medical agency of the State of Texas; and

WHEREAS, the College Station Medical Center has submitted a Clinical Affiliation Agreement for the City of College Station Fire Department for review and consideration; and

WHEREAS, the city has supported the Clinical Affiliation Agreement in the past for the College Station Medical Center Emergency Medical Training Program; now, therefore,

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

- PART 1: That the City Council hereby acknowledges that the city has received, reviewed and approved the Clinical Affiliation Agreement with the College Station Medical Center for the College Station Fire Department to continue to participate in this Emergency Medical Service training program.
- PART 2: That the City Council hereby acknowledges that the City Manager is authorized to sign the signature page on the Clinical Affiliation Agreement signature page.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

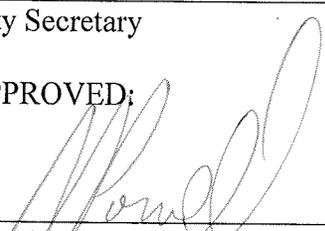
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**November 10, 2011
Consent Agenda Item No. 2h
Project Number WF1223117
Dowling Road High Service Pump Station Improvements**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a construction contract with Dudley Construction, Ltd., in the amount of \$2,978,060.00, for the construction of Dowling Road High Service Pump Station Improvements.

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

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

Summary: The Dowling Road pump station pumps treated drinking water into the water distribution system and to all water customers. The Texas Commission on Environmental Quality (TCEQ) regulates water system pumping requirements, to be certain that municipal water systems will have adequate capacity in all situations, even during fire fighting operations. This expansion will keep the City's firm pumping capacity within the Texas Commission on Environmental Quality rules for municipal water supply systems based on current requirements, and will keep us in compliance for approximately ten years, based on projected growth. Since this upgrade is required by the TCEQ, staff recommends approval.

The design phase of this project was included in the FY 2011 Capital Plan, and construction is included in the FY 2012 Plan. Three competitive bids were received on October 11, 2011 in response to the City's Invitation to Bid (ITB). Dudley Construction, Ltd was the low bidder at \$2,978,060.00.

Budget & Financial Summary: \$3,553,000 is budgeted for this project in the Water Capital Improvement Projects Fund. \$527,121 has been expended or committed to date, leaving a balance of \$3,025,879 for construction and related expenses.

Attachments:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DOWLING ROAD HIGH SERVICE PUMP STATION IMPROVEMENTS PROJECT.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of the Dowling Road High Service Pump Station Improvements Project; and

WHEREAS, the selection of Dudley Construction, Ltd. is being recommended as the lowest responsible bidder; now, therefore,

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

PART 1: That the City Council hereby finds that Dudley Construction, Ltd. is the lowest responsible bidder

PART 2: That the City Council hereby approves the contract with Dudley Construction, Ltd. for an amount not to exceed \$2,978,060.00 for the labor, materials and equipment required for the Dowling Road High Service Pump Station Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$2,978,060.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

City Secretary

APPROVED:

MAYOR

APPROVED:

City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #12-008
"Dowling Road High Service Pump Station Improvements"
Open Date: Tuesday, October 11, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, Tx)		Bryan Construction Co. (Bryan, Tx)		Reynolds, Inc. (Dallas, Tx)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	1	LS	Mobilization	\$113,000.00	\$113,000.00	\$50,000.00	\$50,000.00	\$160,000.00	\$160,000.00
2	1	LS	Trench Safety	\$5,660.00	\$5,660.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
3	1	LS	Erosion and Sedimentation Control	\$4,000.00	\$4,000.00	\$6,600.00	\$6,600.00	\$6,000.00	\$6,000.00
4	1,100	SY	Flexible Base Crushed Lime Stone	\$16.00	\$17,600.00	\$20.00	\$22,000.00	\$43.00	\$47,300.00
5	1,300	SY	Lime Stabalization	\$6.00	\$7,800.00	\$10.00	\$13,000.00	\$15.00	\$19,500.00
6	1	LS	Dowling Road Pump Station Improvements	\$2,489,000.00	\$2,489,000.00	\$2,668,300.00	\$2,668,300.00	\$2,611,200.00	\$2,611,200.00
7	1	LS	Allowance for purchase of City-preferred variable frequency drives and motor control center (VFD-5, VFD-6, & MCC "VT")	\$276,000.00	\$276,000.00	\$276,000.00	\$276,000.00	\$276,000.00	\$276,000.00
8	1	LS	Allowance for purchase of City-preferred swing check valves (CV-1 & CV-2)	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
TOTAL BASE BID (ITEMS 1-8)				\$2,978,060.00		\$3,104,900.00		\$3,190,000.00	
ADD/DEDUCT ITEMS									
A.1	200	CY	Additional Granular Bedding	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$40.00	\$8,000.00
A.2	200	SY	Additional Flexible Crushed Lime Stone	\$16.00	\$3,200.00	\$20.00	\$4,000.00	\$30.00	\$6,000.00
A.3	240	SY	Additional Lime Stabalization	\$6.00	\$1,440.00	\$10.00	\$2,400.00	\$20.00	\$4,800.00
BASE BID PLUS ALL ALTERNATES				\$2,986,700.00		\$3,115,300.00		\$3,208,800.00	
Certification of Bid				✓		✓		✓	
Acknowledged Addendums				✓		✓		✓	

NOTES:

Reynolds, Inc.

»Bidder miscalculated Bid Item 4 as \$25,300.00 and the Base Bid Total as \$3,168,000.00. The highlighted totals above are correct.

DOWLING RD HIGH SERVICE PUMP STATION IMPROVEMENTS



**November 10, 2011
Consent Agenda Item No. 2i
Emerald Forest Park Site Improvements
Construction Contract
Project Number PK0713**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action and discussion on awarding a Construction Contract (12-012) to JaCody, Inc. in the amount of \$130,317.94 for the Emerald Forest Park Site Improvements Project.

Relationship to Strategic Goals: Goal II, Neighborhood Integrity.

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

Summary: The purpose of this project is to improve the existing park within the Emerald Forest Subdivision. The playground equipment is being upgraded at the park along with some minor drainage improvements and additional park lighting. The foundation supporting the playground is being elevated approximately 3 feet to keep the playground equipment from being inundated with storm water during flood events. The sidewalks must also be reconstructed to meet the new grades of the playground site.

Four firms submitted a construction bid in response to the Invitation to Bid (ITB No. 12-007). The contract includes the base bid with two bid alternates. The base bid is \$121,781.35. The first alternate is for the cleaning, resurfacing, and restriping the existing basketball court at the park. The cost for Alternative 1 is \$3,968.00. The second alternate is for additional lighting within the park in addition to the base bid. The cost for Alternative 2 is \$4,568.59. Construction is expected to take approximately three months.

Budget & Financial Summary: \$106,000 is budgeted for this project in the Parks Capital Improvement Projects Fund and \$63,000 is budgeted for the project in the Zone 8 Park Land Dedication Fund. A total of \$29,295 has been expended or committed to date, leaving a balance of \$139,705 for this contract and related expenses.

Attachments:

1. Resolution
2. Bid Tabulation
3. Location map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR EMERALD FOREST PARK SITE IMPROVEMENTS PROJECT (PK0713) AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited proposals for the construction phase of the Emerald Forest Park Site Improvements Project; and

WHEREAS, the selection of JaCody, Inc. is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to Emerald Forest Park Site Improvements Project; now, therefore,

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

PART 1: That the City Council hereby finds that JaCody, Inc. is the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the construction of the Emerald Forest Park Site Improvements Project.

PART 2: That the City Council hereby approves the contract with JaCody, Inc. for \$130,317.94 for the labor, materials and equipment required including Alternates 1 and 2 for the improvements related to the Emerald Forest Park Site Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the College Station Parks Capital Improvement Project Fund in the amount of \$81,737.88 and funding in the amount of \$48,580.06 shall be budgeted from the Zone 8 Parkland Dedication Fund.

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

ADOPTED this 10th day of November, A.D. 2011.

ATTEST:

APPROVED:

City Secretary
APPROVED:

MAYOR



City Attorney



City of College Station - Purchasing Division
 Bid Tabulation for #12-007
 "EMERALD FOREST PARK SITE IMPROVEMENTS"
 Open Date: Thursday, October 13, 2011 @ 2:00 p.m.

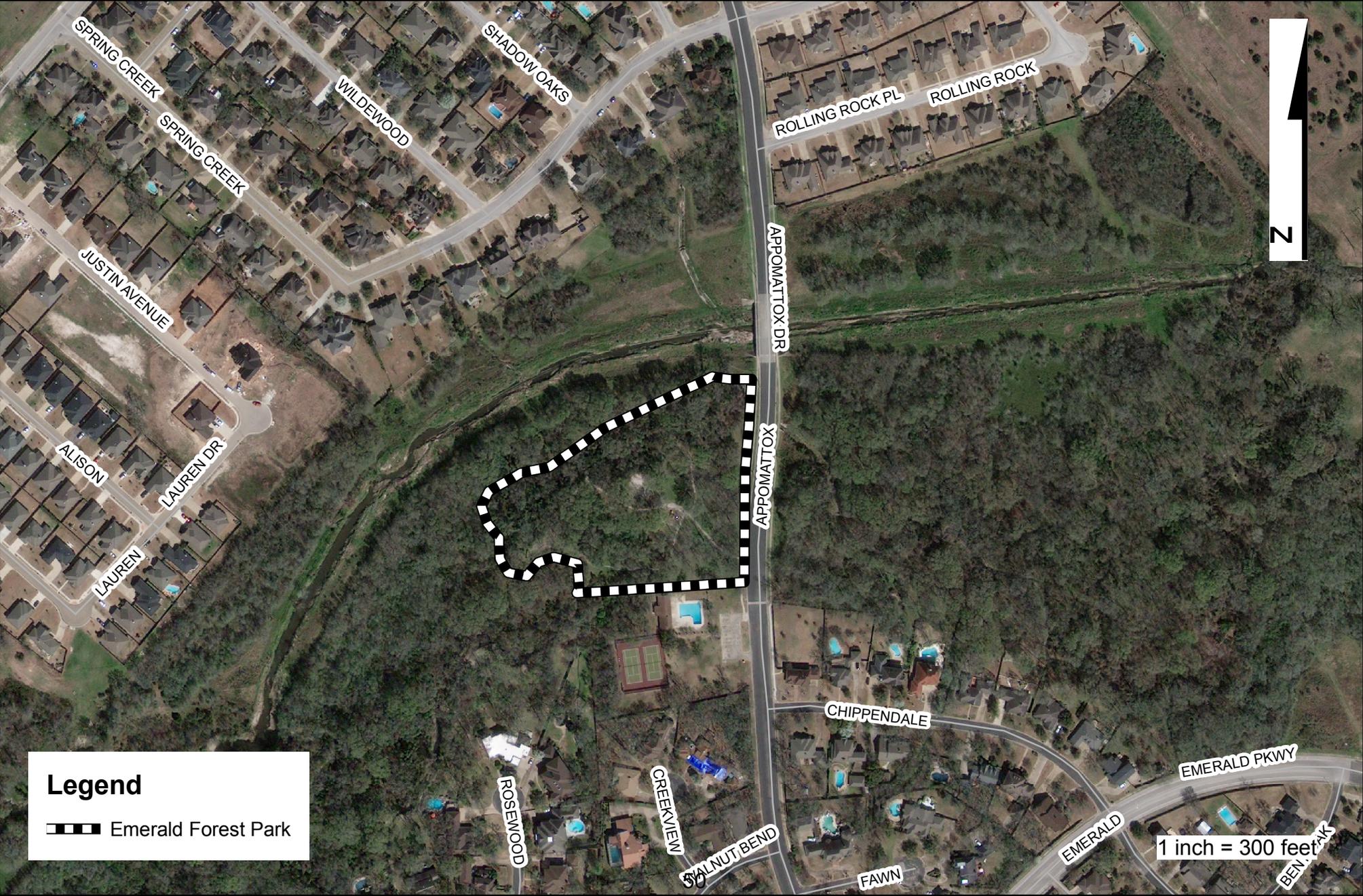
ITEM	QTY	UNIT	DESCRIPTION	JACOBY CONSTRUCTION COLLEGE STATION, TX		DUDLEY CONSTRUCTION, LTD. COLLEGE STATION, TX		MAREK BROTHERS CONST. COLLEGE STATION, TX		FOLLIS-COLE CONSTRUCTION FRANKLIN, TX	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
1	1	LS	Mobilization	\$10,500.00	\$10,500.00	\$4,363.51	\$4,363.51	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
2	1	LS	Demolition	\$7,755.00	\$7,755.00	\$7,874.77	\$7,874.77	\$8,000.00	\$8,000.00	\$7,050.00	\$7,050.00
3	1	LS	Erosion Control	\$1,500.00	\$1,500.00	\$3,787.40	\$3,787.40	\$1,600.00	\$1,600.00	\$1,400.00	\$1,400.00
4	1	LS	Traffic Control	\$500.00	\$500.00	\$367.97	\$367.97	\$250.00	\$250.00	\$300.00	\$300.00
5	0.55	SY	Clearing and Grubbing	\$7,200.00	\$3,960.00	\$4,547.77	\$2,501.27	\$7,400.00	\$4,070.00	\$6,500.00	\$3,575.00
6	1204	SY	Cellulose Fiber Mulch Seeding	\$2.00	\$2,408.00	\$0.44	\$529.76	\$1.30	\$1,565.20	\$1.30	\$1,565.20
7	1	LS	Tree Protection	\$1,750.00	\$1,750.00	\$5,566.44	\$5,566.44	\$3,700.00	\$3,700.00	\$250.00	\$250.00
8	1	LS	Dirtwork -Excavation (Approx 434 CY) & Embankment (Approx 352 CY)	\$12,650.00	\$12,650.00	\$5,715.72	\$5,715.72	\$13,000.00	\$13,000.00	\$11,500.00	\$11,500.00
9	1	LS	New playground/concrete/rubber top	\$32,385.00	\$32,385.00	\$51,568.68	\$51,568.68	\$44,000.00	\$44,000.00	\$49,650.00	\$49,650.00
10	2682	SF	4" Concrete Sidewalk with stabilized subgrade	\$5.50	\$14,751.00	\$4.08	\$10,942.56	\$5.80	\$15,555.60	\$11.56	\$31,003.92
11	6	EA	Sloped Headwall for 6" Pipe	\$150.00	\$900.00	\$593.84	\$3,563.04	\$400.00	\$2,400.00	\$95.00	\$570.00
12	66	LF	6" PVC Pipe for Drainage	\$16.75	\$1,105.50	\$15.42	\$1,017.72	\$17.00	\$1,122.00	\$15.15	\$999.90
13	3182	SF	Slope Protection Blanket	\$2.30	\$7,318.60	\$0.31	\$986.42	\$2.40	\$7,636.80	\$2.10	\$6,682.20
14	1	EA	Water Fountain (HAWS #3150, Dual Bowl) & Appurtenances	\$4,936.00	\$4,936.00	\$5,245.86	\$5,245.86	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00
15	3	EA	One (1) concrete area light foundation. See Unit Drawing on MEI-9404 for installation guide, complete and in place. , complete and in place.	\$200.00	\$600.00	\$450.82	\$1,352.46	\$710.00	\$2,130.00	\$600.00	\$1,800.00
16	3	EA	One (1) 12' aluminum light pole with a 116 watt LED fixture. Fixture to be a Holophane Granville Catalog #GVE-116-AS-Z-4-N-N-U-P27. 12' aluminum area light pole to be a holophane RTA1250CP7NDAZ2. Photo control to be provided by the City. Pole base connectors to be Bussmann Catalog #HEB-JJ, one (1) each per pole, complete and in place.	\$3,476.00	\$10,428.00	\$4,290.27	\$12,870.81	\$3,590.00	\$10,770.00	\$1,247.00	\$3,741.00
17	687	LF	One (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9404 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail). " _ " below designates type of trench visually described on drawing.	\$1.60	\$1,099.20	\$6.28	\$4,314.36	\$1.65	\$1,133.55	\$1.60	\$1,099.20
18	778	LF	Consists of Labor and Materials necessary to install one (1) foot of (3) runs of #10 Cu THHN (run between streetlight poles and hand hole).	\$1.95	\$1,517.10	\$3.98	\$3,096.44	\$2.00	\$1,556.00	\$1.90	\$1,478.20
19	75	LF	Labor and Materials necessary to install one (1) foot of (3) runs of #12 Cu THHN (to run up streetlight poles).	\$1.32	\$99.00	\$1.87	\$140.25	\$1.40	\$105.00	\$1.68	\$126.00
20	1	EA	One (1) hand hole. Sub-surface box to be Nordic PHH-12-161912-MG or approved equal. All wire connections shall be watertight, complete and in place. , complete and in place.	\$231.00	\$231.00	\$435.24	\$435.24	\$240.00	\$240.00	\$252.00	\$252.00
21	735	LF	One (1) lineal foot of one (1) one (1) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. Includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connectino materials, etc. required for installation of the conduit. Includes the installation of a flat polyester pull rope for installation ofthe cable or conductor.	\$1.82	\$1,337.70	\$3.73	\$2,741.55	\$1.90	\$1,396.50	\$2.37	\$1,741.95
22	1	LS	Construction Staking	\$800.00	\$800.00	\$2,274.46	\$2,274.46	\$965.00	\$965.00	\$850.00	\$850.00
23	3515	SF	Solid Sod	\$0.35	\$1,230.25	\$0.45	\$1,581.75	\$0.33	\$1,159.95	\$0.28	\$984.20
24	1	EA	6' Victor Stanley Bench CR196 Dark Green	\$1,100.00	\$1,100.00	\$1,905.13	\$1,905.13	\$1,775.00	\$1,775.00	\$900.00	\$900.00
25	1	LS	4" Slotted Playground Drain Pipe system with headwall	\$700.00	\$700.00	\$969.08	\$969.08	\$570.00	\$570.00	\$500.00	\$500.00
26	1	LS	Relocate existing aluminum light pole, including light foundation	\$220.00	\$220.00	\$1,865.33	\$1,865.33	\$230.00	\$230.00	\$495.00	\$495.00
TOTAL BASE BID (ITEMS 1-26)				\$121,781.35		\$137,577.98		\$136,530.60		\$143,513.77	



City of College Station - Purchasing Division
 Bid Tabulation for #12-007
 "EMERALD FOREST PARK SITE IMPROVEMENTS"
 Open Date: Thursday, October 13, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	JACODY CONSTRUCTION COLLEGE STATION, TX		DUDLEY CONSTRUCTION, LTD. COLLEGE STATION, TX		MAREK BROTHERS CONST. COLLEGE STATION, TX		FOLLIS-COLE CONSTRUCTION FRANKLIN, TX	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALTERNATE #1											
27	1	LS	Clean, Resurface and Restriping existing Basketball Court	\$3,968.00	\$3,968.00	\$4,290.27	\$4,290.27	\$8,200.00	\$8,200.00	\$5,000.00	\$5,000.00
TOTAL ALTERNATE #1				\$3,968.00		\$4,290.27		\$8,200.00		\$5,000.00	
ALTERNATE #2											
28	1	EA	One concrete area light foundation	\$200.00	\$200.00	\$431.38	\$431.38	\$710.00	\$710.00	\$600.00	\$600.00
29	1	EA	One (1) 12' aluminum light pole with a 116 watt LED fixture. Fixture to be a Holophane Granville Catalog #GVE-116-AS-Z-4-N-N-U-P27. 12' aluminum area light pole to be a holophane RTA1250CP7NDAZ2. Photo control to be provided by the City. Pole base connectors to be Bussmann Catalog #HEB-JJ, one (1) each per pole, complete and in place.	\$3,476.00	\$3,476.00	\$4,290.27	\$4,290.27	\$3,600.00	\$3,600.00	\$1,247.00	\$1,247.00
30	105	LF	One (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-	\$1.60	\$168.00	\$6.28	\$659.40	\$1.65	\$173.25	\$1.60	\$168.00
31	127	LF	Consists of Labor and Materials necessary to install one (1) foot of (3) runs of #10 Cu THHN (run between streetlight poles and hand hole). . complete and in place.	\$1.95	\$247.65	\$2.74	\$347.98	\$2.00	\$254.00	\$1.90	\$241.30
32	25	LF	Labor and Materials necessary to install one (1) foot of (3) runs of #12 Cu THHN (to run up streetlight poles). . complete and in place.	\$1.32	\$33.00	\$1.87	\$46.75	\$1.40	\$35.00	\$1.70	\$42.50
33	1	LS	One (1) hand hole. Sub-surface box to be Nordic PHH-12-161912-MG or approved equal. All wire connections shall be watertight, complete and in place.	\$231.00	\$231.00	\$435.24	\$435.24	\$240.00	\$240.00	\$252.00	\$252.00
34	117	LF	One (1) lineal foot of one (1) one (1) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. Includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connectino materials, etc. required for installation of the conduit. Includes the installation of a flat polyester pull rope for installation ofthe cable or conductor, complete and in place.	\$1.82	\$212.94	\$4.35	\$508.95	\$1.90	\$222.30	\$2.40	\$280.80
TOTAL ALTERNATE #2				\$4,568.59		\$6,719.97		\$5,234.55		\$2,831.60	
TOTAL BASE BID (ITEMS 1-26)				\$121,781.35		\$137,577.98		\$136,530.60		\$143,513.77	
TOTAL ALTERNATE #1				\$3,968.00		\$4,290.27		\$8,200.00		\$5,000.00	
TOTAL ALTERNATE #2				\$4,568.59		\$6,719.97		\$5,234.55		\$2,831.60	
TOTAL BASE BID +ALTERNATE #2 & ALTERNATE #2				\$130,317.94		\$148,588.22		\$149,965.15		\$151,345.37	
Certification of Bid				✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓	

Emerald Forest Park Project Location Map



November 10, 2011
Consent Agenda Item No. 2j
Project Number: ST-1101
Barron Road East-Lakeway Drive Extension Project
Preliminary Engineering Report

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$59,106.08.00 for the Preliminary Engineering Report related to the Barron Road East-Lakeway Drive Extension Project.

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

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

Summary: The Barron Road East-Lakeway Drive Extension Project was a project included in the 2008 Bond Authorization. The project will extend Barron Road east of State Highway 6 and Lakeway Drive north from its current point of termination to their common point of intersection. The project will include multiple creek crossings and the potential crossing of a portion of the Luther-Jones landfill.

This contract is for the authorization to assemble a Preliminary Engineering Report (PER) to identify the potential routes for the Barron Road Extension, the preliminary environmental assessment for the potential routes crossing any portion of the Luther-Jones landfill, preliminary design for the street cross section and structural cross section and an examination of the possible implementation of an offset intersection to avoid crossing the landfill. TCEQ special requirements on routes crossing the Luther-Jones landfill will be identified as part of the PER. The PER will allow for the selection of the most feasible alignment of the roadway and identify coordination needs and for the project with outside agencies during the detailed design phase.

Budget & Financial Summary: Funds in the amount of \$15,135,000 are budgeted in the Streets Capital Improvement Projects Fund for the Barron Road East-Lakeway Drive Extension project. A total of \$6,903.21 has been expended or committed to date, leaving a balance of \$15,128,096.79 for design and construction of the project.

Attachments:

1. Resolution
2. Project Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE BARRON ROAD EAST/LAKEWAY DRIVE EXTENSION PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the preliminary engineering report for the Barron Road East/Lakeway Drive Extension Project ;and

WHEREAS, the selection of Mitchell & Morgan, LLP is being recommended as the most highly qualified provider of the preliminary engineering report 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 Mitchell & Morgan, LLP is the most highly qualified provider of the services for Barron Road East/Lakeway Drive Extension Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Mitchell & Morgan, LLP for an amount not to exceed \$59,106.08 for the preliminary engineering report services related to the Barron Road East/Lakeway Drive Extension Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund in the amount of \$59,106.08.

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

ADOPTED this _____ day of _____, 2011.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

ST-1101
Barron Road East- Lakeway Drive Extension Project



October 27, 2011
Consent Agenda Item No. 2k
Rock Prairie Road East Widening Design and ROW Project (ST0417)
Real Estate Contract – Ritchey Parcel No. 33

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Willis S. and Peggy J. Ritchey (Seller) in the amount of \$64,117.75 for the purchase of right-of-way (0.997 acre) and a public utility easement (0.735 acre) needed for the Rock Prairie Road East Widening Design and Right-of-Way Project.

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 approval of the contract which will authorize the Mayor to execute the contract and the City Attorney to complete the transaction.

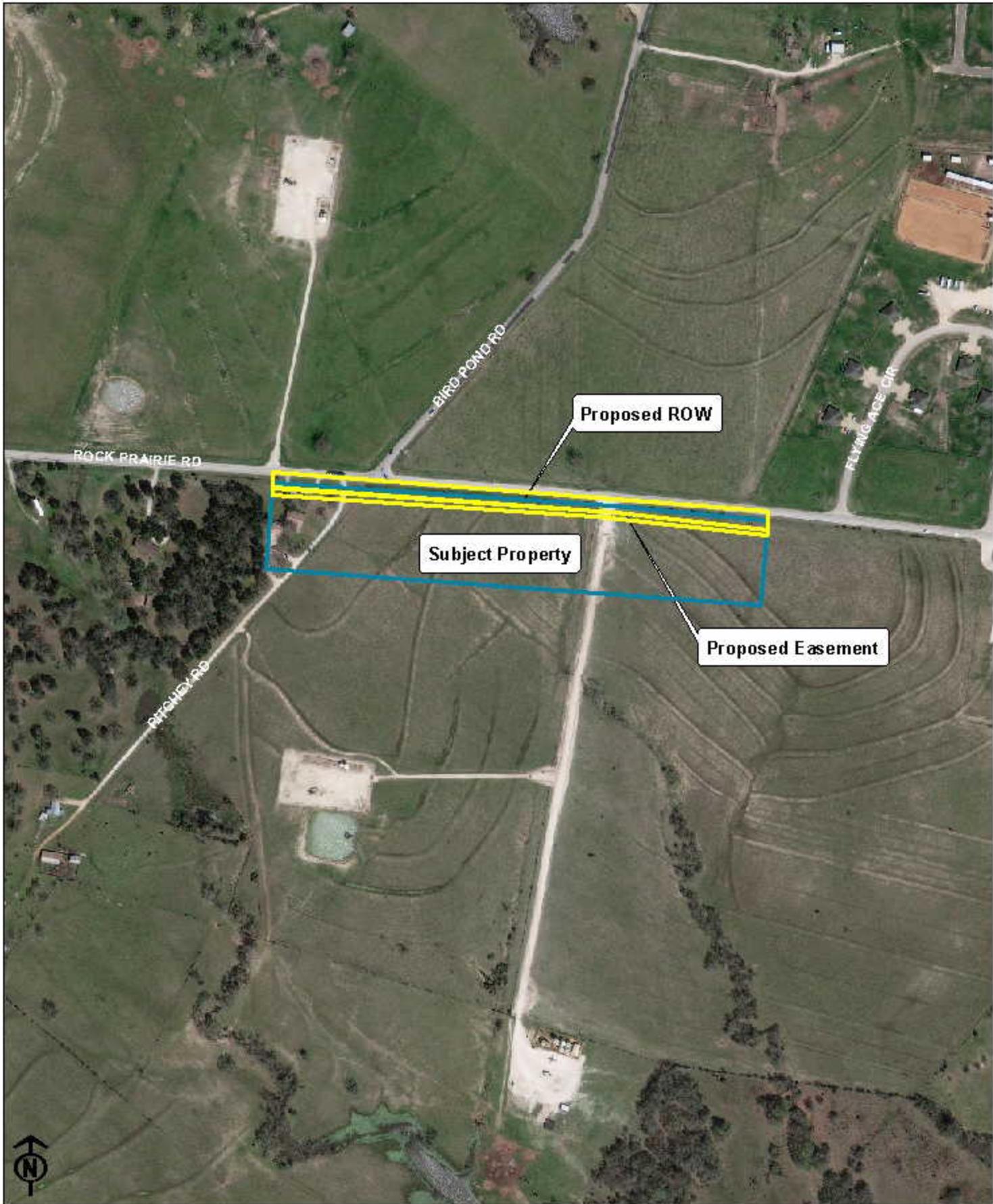
Summary: On June 10, 2010, City Council authorized the acquisition of ROW and utility easements along Rock Prairie Road East from SH 6 to William D. Fitch as part of the Rock Prairie Road East Widening Design and ROW Project. The project includes the design and ROW acquisition for the future widening of Rock Prairie Road East. The property to be acquired is located within the section from SH 6 to Bird Pond Road, which is the main focus of acquisition due to the anticipated increase in traffic in this area. The right-of-way to be acquired for the road widening includes 0.997 acre of land and the adjacent public utility easement includes 0.735 acre of land.

Budget & Financial Summary: The purchase price for the property to be acquired is \$64,117.75. Additional funds in the amount of approximately \$2,000 will be required for closing costs. The total current budget for the Rock Prairie Road East Widening Design and ROW Project is \$2,969,000. Funding for this project is from the 2003 general obligation bond authorization. Funds in the amount of \$935,633.14 have been expended or committed to date, leaving a balance of \$2,033,366.86 for remaining design, right-of-way purchases and related expenses. This project budget is for design and land acquisition only. Funds for construction are not currently budgeted.

Attachments:

1. Location Map
2. Real Estate Contract – Available in City Secretary's Office

**Rock Prairie Road East Widening Project
Part to be Acquired
Parcel No. 33 / Ritchey**



November 10, 2011
Consent Agenda Item No. 2L
Rock Prairie Road West Preliminary Engineering Report
Professional Services Contract Change Order
Project Number ST1025

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action and discussion for a change order to Professional Services Contract 11-254 with Kimley-Horn and Associates, Inc. for an increase in the amount of \$10,765.00 for the Rock Prairie Road West Preliminary Engineering Report (PER).

Relationship to Strategic Goals: Goal IV, Improving Multimodal Transportation.

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

Summary: Included in the 2008 Bond Election is a project to acquire additional right-of-way (ROW) along Rock Prairie Road west of State Highway 6. The intent is to secure the ROW needed for additional travel lanes along Rock Prairie west, so that in the future when funds become available, the City will be prepared to design and construct the necessary improvements along Rock Prairie Road to complement the new grade separation and improve traffic flow along the Rock Prairie Road corridor. The City recently approved a separate professional services contract with Kimley-Horn and Associates, Inc. for improvements to the Rock Prairie Road Bridge.

The purpose of this project is to determine the ROW needed in order to construct improvements along Rock Prairie Road from Normand Drive to State Highway 6 to improve traffic mobility and reduce congestion. The original scope of work included surveying along the Rock Prairie Road corridor to locate the existing ROW lines, and identify existing infrastructure and improvements that could interfere with the proposed pavement and drainage improvements. This survey information was utilized to develop a preliminary schematic of the recommended improvements.

After reviewing the survey data and recommended improvements, staff feels additional survey information along Longmire north and south of Rock Prairie Road is needed to determine the feasibility of potential improvements along Longmire. This additional information will aid staff in selecting the optimum roadway cross-section at this intersection while minimizing the need for additional ROW. This additional effort is a change to the original scope for work and requires a change order.

Budget & Financial Summary: Change Order No. 1 will increase the contract amount by \$10,765.00 for a revised contract total of \$56,685.00. \$740,000 is budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$97,263.33 has been expended or committed to date, leaving a balance of \$642,736.67 for this change order and future expenses related to right-of-way acquisition. No funds are budgeted at this time for the detailed design or construction of the improvements.

Attachments:

1. Location map
2. Change Order

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

CONTRACTOR:
 Kimley-Horn and Associates, Inc.
 12700 Park Central Drive
 Dallas, Texas 75251

Ph: (972) 772-1300
 Fax: (972) 239-3820

PURPOSE OF THIS CHANGE ORDER:
 1. During the course of the project, it was determined that additional survey information would be required to properly evaluate the intersection of Rock Prairie Road at Longmire. The additional survey work will aid in the preliminary schematic which will determine the amount of right-of-way necessary in order to reconstruct the intersection to effectively allow for proper traffic flow and turning movements. The additional cost for ROW & Easement evaluation is necessary due to the extremely limited ROW through the section of Rock Prairie between State Highway 6 and Longmire. In order to minimize the potential for ROW acquisition, the consultant will be tasked with developing two different alternatives of roadway improvements based on the previously approved traffic study and minimum College Station Design Standards. This evaluation will allow for addressing comments that the City may have for the chosen alternative prior to proceeding for potential land acquisition.

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

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Topographic Survey	\$1,365.00	0.0	1.0	\$1,365.00
2	LS	ROW & Easement Evaluation	\$9,400.00	0.0	1.0	\$9,400.00
					TOTAL	\$10,765.00

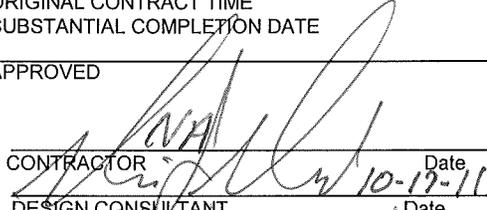
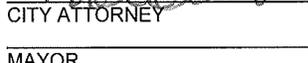
THE NET AFFECT OF THIS CHANGE ORDER IS A 23.44% INCREASE.

LINE1 (ST 139-9111-971.30-10) \$10,765.00
 TOTAL CHANGE ORDER \$10,765.00

ORIGINAL CONTRACT AMOUNT \$45,920.00
 Change Order No. 1 \$10,765.00 23.44% CHANGE
 TOTAL: \$56,685.00 23.44% TOTAL CHANGE

ORIGINAL CONTRACT TIME 100 Calendar Days
 SUBSTANTIAL COMPLETION DATE September 22, 2011

APPROVED

 _____ CONTRACTOR Date 10-17-11	 _____ CHIEF FINANCIAL OFFICER Date
 _____ DESIGN CONSULTANT Date 10/18/11	 _____ CITY ATTORNEY Date
 _____ PROJECT MANAGER Date 10/18/11	_____ MAYOR Date
 _____ DEPARTMENT DIRECTOR FOR CRG Date	_____ CITY SECRETARY Date
	_____ CITY MANAGER Date

**November 10, 2011
Consent Agenda Item No. 2m
Project Number ST-1026
Barron Road Widening Phase 2
Professional Services Change Order**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a change order to the Design Contract 04-176 with Jacobs Engineering Group, Inc., in the amount of \$27,467.00, for additional construction material testing services.

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

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

Summary: As part of this project, Barron Road will be widened to four travel lanes, include bicycle lanes, new sidewalks, and traffic signals. The construction for the Barron Road Widening Phase 2 project has been ongoing since December 2010. We are currently on schedule to finish the project in the spring of 2012. This change order is for additional construction material testing services. Two separate factors are causing the need for this change order:

- Unforeseen site conditions resulting in the need for additional tests.
- The scope of the project was smaller when the material testing scope was developed.

Unforeseen site conditions resulted in the need for additional tests

The Contractor encountered highly variable soils in the right of way with significantly different engineering properties. Staff felt additional soil samples and testing was necessary to ensure the subgrade stabilization specified in the Contract Documents was sufficient to adequately prepare the subgrade for the anticipated pavement and traffic loading.

The scope of the project was smaller when the material testing scope was developed

When the construction material testing services were added to the scope of the design consultant in June of 2009, the limits of construction were smaller than what is currently being built. The addition of the traffic signal at SH 40 resulted in the widening of SH 40 to allow for deceleration lanes. More testing was required for the increase in the quantity of concrete as well as the addition of asphalt pavement.

Budget & Financial Summary: Change Order No. 3 will increase the contract amount by \$27,467.00 for a revised contract total of \$930,643.60. Funds in the amount of \$5,363,779.00 are currently budgeted for this project in the Street Capital Improvement Projects Fund. Also, \$50,000.00 is budgeted in the Water Capital Improvement Projects Fund for water components of this project. Funds in the amount of \$4,164,964.70 have been expended to date from ST1026, leaving a balance of \$1,198,814.30 which will cover this change order.

Attachments:

- 1.) Change Order
- 2.) Map

CHANGE ORDER NO. 3

Contract No. 04-176

DATE: 10/11/2011

P.O.# 100291

PROJECT: Barron Road Widening Phase 2

Project No. ST-1026

OWNER:

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

CONTRACTOR:

Jacobs Engineering Group, Inc.
5995 Rogerdale
Houston, Texas 77072
Ph: (281) 776-2117

PURPOSE OF THIS CHANGE ORDER:

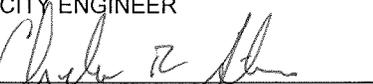
- A. Increase construction material testing due to underestimation of work
- B. Increase construction materials testing due to addition of construction scope

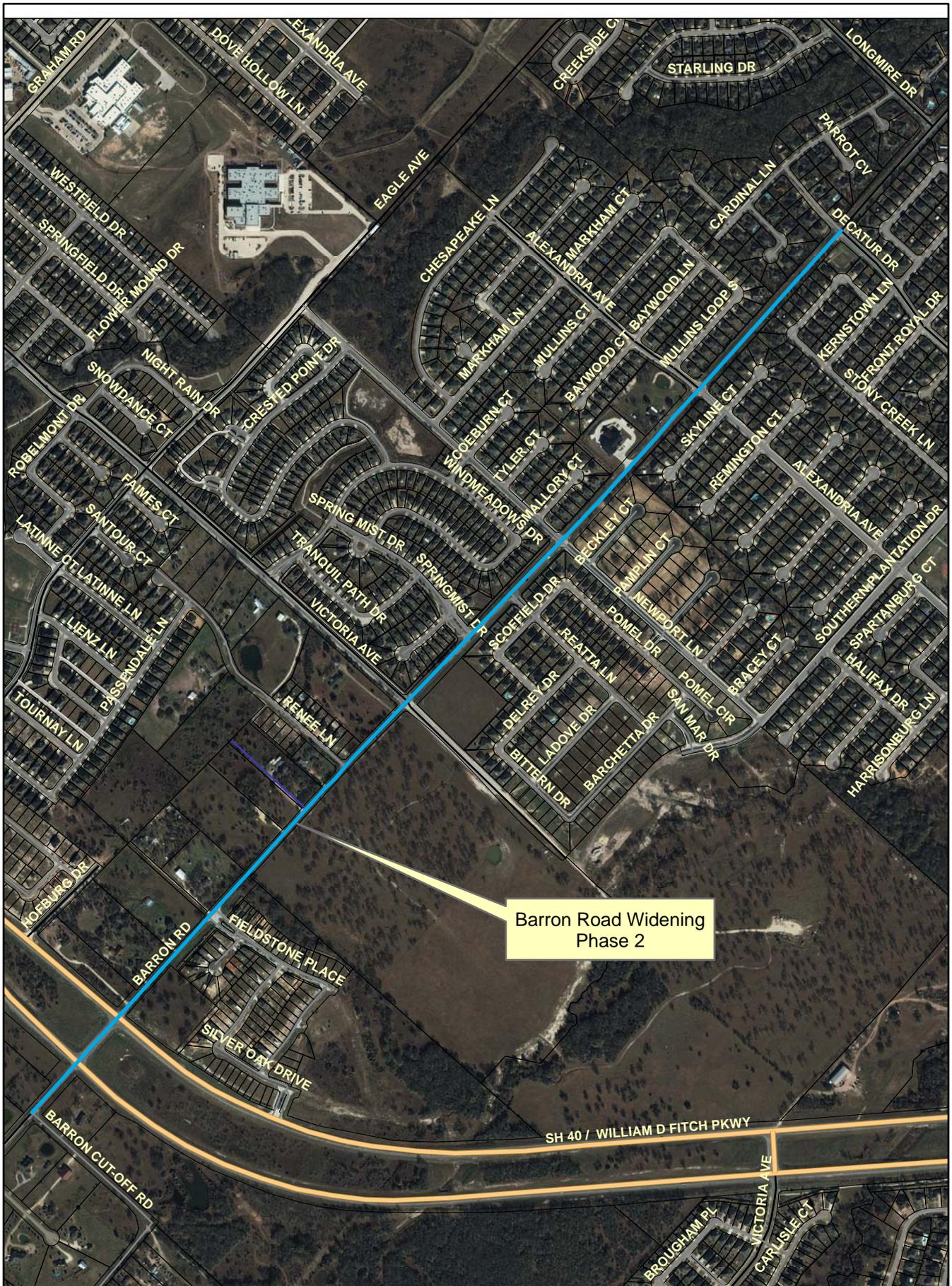
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional earthwork and concrete testing	\$17,327.00	0	1	\$17,327.00
2	LS	Additional testing for asphalt and cement treated base	\$10,140.00	0	1	\$10,140.00
					TOTAL	\$27,467.00

THE NET AFFECT OF THIS CHANGE ORDER IS AN 4.05% INCREASE.

LINE 1 (ST1026)	\$27,467.00	
TOTAL CHANGE ORDER	27,467.00	
ORIGINAL CONTRACT AMOUNT	\$678,313.00	
Change Order No. 1	\$161,569.20	23.82% CHANGE
Change Order No. 2	\$60,870.40	8.97% CHANGE
Change Order No. 3	\$27,467.00	4.05% CHANGE
REVISED CONTRACT AMOUNT	\$928,219.60	36.84% TOTAL CHANGE
ORIGINAL CONTRACT DESIGN TIME	1,146 days	
Change Order No. 1	669 days	
Change Order No. 2	1,003 days	
Change Order No. 3	0 days	
Revised Contract Design Time	2,819 Days	
ORIGINAL COMPLETION DATE	December 31, 2007	
REVISED COMPLETION DATE	July 30, 2012	

APPROVED

 A/E CONTRACTOR	 CITY ATTORNEY
N/A CONSTRUCTION CONTRACTOR	DIRECTOR OF FISCAL SERVICES
 PROJECT MANAGER	MAYOR
N/A CITY ENGINEER	CITY SECRETARY
 DEPARTMENT DIRECTOR	CITY MANAGER



Barron Road Widening
Phase 2

**November 10, 2011
Consent Agenda Item No. 2n
Annual Purchases of Oils and Lubricants**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on awarding a price agreement for annual purchases of fleet oils and lubricants to Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12-004)

Recommendation(s): Staff recommends award of the price agreement to the lowest responsible bidder, Kolkhorst Petroleum Co., Inc. for the annual not-to-exceed amount of \$100,940.40.

Summary: Sealed competitive bids were solicited and eight (8) bids were received. Kolkhorst Petroleum Co, Inc. submitted the lowest bid providing the best value to the City. (Please see the attached itemized bid tabulation for more detail.) Various oils, fluids and lubricants will be purchased and maintained in inventory for the purpose of maintaining City fleet/equipment. The vendor is responsible for delivering said products to the following locations on an as needed basis: Public Works/Fleet and Public Utilities.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance fund. Fleet purchases are maintained in inventory and expensed to departments as needed.

Attachments: Tabulation for Bid No. 12-004



City of College Station - Purchasing Division
 Bid Tabulation for #12-004
 "Fleet Maintenance Oils and Lubricants"
 Open Date: Tuesday, October 25, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kolkhorst Petroleum Co. Inc. (Navasota, TX)		ADA Resources, Inc. (Houston, TX)		Mantek, Div. of NCH Corp. (Dallas, TX)		K.D. Timmons, Inc. (Bryan, TX)		Universal Lubricants (Whichita, KS)		Brazos Valley Lubricants (Bryan, TX)		Tex Con Oil Co. (Austin, TX)		Sun Coast Resources, Inc. (Houston, TX)	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	6,000	Gal.	AW 68 Hydraulic Oil	\$5.90	\$35,400.00	\$9.02	\$54,120.00	\$14.45	\$86,700.00	\$7.95	\$47,700.00	\$6.30	\$37,800.00	\$6.02	\$36,120.00	\$7.57	\$45,420.00	\$7.40	\$44,400.00
2	1,000	Gal.	Automatic Transmission Fluid (Multi-vehicle)	\$11.00	\$11,000.00	\$13.84	\$13,840.00	No Bid	No Bid	\$13.45	\$13,450.00	\$8.95	\$8,950.00	\$9.19	\$9,190.00	\$11.15	\$11,150.00	\$8.30	\$8,300.00
3	6,000	Gal.	Oil, Engine, SAE Grade 15W40	\$7.85	\$47,100.00	\$10.40	\$62,400.00	\$18.90	\$113,400.00	\$9.20	\$55,200.00	\$7.65	\$45,900.00	\$8.03	\$48,180.00	\$8.43	\$50,580.00	\$8.78	\$52,680.00
4	12	Drum (120 lb)	Grease #2EP Hi-Temp	\$230.00	\$2,760.00	\$285.60	\$3,427.20	\$424.80	\$5,097.60	\$242.69	\$2,912.28	\$280.00	\$3,360.00	\$226.44	\$2,717.28	\$240.00	\$2,880.00	\$264.00	\$3,168.00
5	12	Drum (55 Gal)	Lubricant, All Purpose Gear, GL5, SAE Grade 85W140	\$475.00	\$5,700.00	\$606.80	\$7,281.60	\$1,184.00	\$14,208.00	\$519.00	\$6,228.00	\$484.00	\$5,808.00	\$459.00	\$5,508.00	\$511.68	\$6,140.16	\$675.00	\$8,100.00
TOTAL BID				\$101,960.00		\$141,068.80		\$219,405.60		\$125,490.28		\$101,818.00		\$101,715.28		\$116,170.16		\$116,648.00	
TOTAL BID PLUS PROMPT PAYMENT DISCOUNT				\$100,940.40															\$115,481.52
Certification of Bid				✓		✓		✓		✓		✓		✓		✓		✓	
Prompt Payment Discount				1%		0%		0%		0%		0%		0%		0%		1%	
Manufacturer(s)				Network Lubricants		ConocoPhillips		Lubra Guard, Lubra Max, Etc.		Super S		Hydra, Universal, Dyna Plex, Etc.		Citgo, Golden West		Conoco		Lubra-Systems	

NOTES:

Mantek:

»Bid Items 1, 3 and the Grand Total were not calculated correctly as the bidder decreased the specified quantities for Bid Items 1 and 3. The highlighted totals above are calculated based on the quantities specified in Bid No. 12-004.

November 10, 2011
Consent Agenda Item No. 2o
Additional Expenditures for Diesel and Gas Purchases

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on ratification of \$150,000 additional expenditures plus \$150,000 anticipated expenditures for a total of \$300,000.00 for the purchase of gasoline and diesel fuel from Brenco Marketing. Approval of the additional expenditures will bring the total annual estimated expenditures to \$1,552,000.00.

Recommendation(s): Staff recommends approval of additional expenditures up to \$300,000.00.

Summary: Additional expenditures are necessary to complete the current contract term due to the rising cost of fuel prices over the past year. The current contract has firm fixed prices for profit and delivery, allowing us to pay cost (which fluctuates) plus markup. The request for additional expenditures is based on the rising cost of fuel and is not the result of any change to the contract or increase in quantities. The first renewal term was approved by Council on December 9, 2010 for the amount of \$1,252,000.00. Within the last six (6) months, the City has spent an average of \$130,608.00 per month on gasoline and diesel fuel. Invoices for the current contract term, as well as data from the Energy Information Administration, indicate the total cost for gasoline has increased by \$0.65 per gallon and the total cost for diesel fuel has increased by \$0.78 per gallon over this time last year. By approving this request, the total annual contract for gasoline and diesel fuel is anticipated to be \$1,552,000.00.

In 2009, the City of College Station joined with the City of Bryan, Brazos County, Texas A&M University, College Station ISD and Bryan ISD in a cooperative bid for fuel. Council approved the initial contract term with Brenco Marketing Corporation on December 20, 2009 and approved the first renewal term on December 9, 2010. The second renewal of the existing contract is forthcoming.

Budget & Financial Summary: Purchases of fuel are made through an inventory account. Charges are made to the various departments for vehicle fuel use.

Attachments: None

November 10, 2011
Consent Agenda Item No. 2p
Renewal Agreement for Printing and Mailing of Utility Bills and Inserts

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action and discussion regarding the renewal agreement for outsourcing the printing and mailing of Utility bills, late notices and inserts for an estimated annual expenditure not to exceed \$230,000 to Xpedient Mail.

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

Recommendation(s): Staff recommends approval of the renewal agreement with Xpedient Mail for Outsourcing the Printing and Mailing of Utility bills, late notices and inserts for an estimated annual expenditure not to exceed \$230,000.

Summary: Xpedient Mail uses the base bill product from Sungard Public Sector software to produce and mail the bills and notices. They also print the utility bill insert. In addition, Xpedient Mail provides City staff with exact duplicate (images) of the bill. This is the second renewal option.

Budget & Financial Summary: We are currently sending out approximately 560,000 utility bills and final notices annually. Currently we spend approximately \$16,000 annually on supplies (paper, envelopes, etc), \$21,000 on professional services, \$30,000 for printing of the insert and \$115,000 on postage. FY 2012 actual expenses will depend upon number of bills and late notices sent; postage costs; supply costs; and number and volume of utility bill inserts. Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

Attachments:

1. Renewal Agreement with Xpedient Mail

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-165 for Utility Billing Printing, Insertions and Mailing and all other terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Thirty Thousand and no/100 (\$230,000.00) (including postage).

I understand this renewal agreement will be for the period beginning October 1, 2011 through September 30, 2012. This is the second and final renewal term.

XPEDIENT MAIL

Brandon Wallace - Mayor
Authorized Signature

10-28-11
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Melolanta
City Attorney

DATE

Executive Director of Business Services

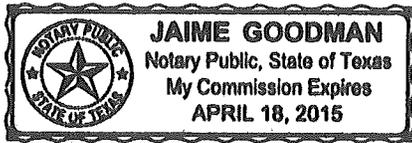
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the 28th day of October, 2011,
by Brandon Warlick in his/her capacity as Manager of
Xpedient Mail, a TEXAS Corporation, on behalf of said corporation.



Jaime Goodman
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2011,
by _____, in his/her capacity as Mayor of the City of College Station,
a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**November 10, 2011
Consent Agenda Item No. 2q
Asset Forfeiture Audit Reporting Form**

To: David Neeley, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion regarding the approval of the FY 11 Chapter 59 Asset Forfeiture Audit reporting form for the College Station Police Department.

Relationship to Strategic Goals: Goal I. Financially sustainable city providing response to core services and infrastructure.

Recommendation(s): Acceptance of Report

Summary: All law enforcement agencies who receive proceeds or property under Chapter 59 of the Code of Criminal Procedures – Forfeiture of Contraband, shall account for the seizure, forfeiture, receipt, and specific expenditure of all such proceeds and property in an audit, which is to be performed annually by the commissioners court or governing body of a municipality, as appropriate. The annual period of the audit for a law enforcement agency is the fiscal year of the municipality. The audit shall be completed on a form provided by the Attorney General. Certified copies of the audit shall be delivered by the law enforcement agency to the Comptroller's office and the Attorney General no later than the 60th day after the date on which the annual period that is the subject of the audit ends.

This audit and subsequent report did not reveal any areas of concern and is submitted as an administrative requirement by the State.

Budget & Financial Summary: Separate seizure fund. There is no impact upon the General Fund.

Attachments:

1. FY 2011 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency

**FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name:	<u>College Station Police Dept.</u>	Reporting Period: (local fiscal year)	<u>10/01/10 - 09/30/11</u>
Agency Mailing Address:	<u>P.O. Box 9960</u> <u>College Station, TX. 77842</u>	example:	01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.
Phone Number:	<u>(979) 764-3626</u>		
County:	<u>Brazos</u>		
Email Address:	<u>bnorris@cstx.gov</u>	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

<p>A) Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.</p>	\$ 0.00
<p>B) Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.</p> <p>1) Amount seized and retained in your agency's custody.</p>	\$ 0.00
<p>2) Amount seized and transferred to the District Attorney pending forfeiture.</p>	\$ 61,846.00
<p>C) Interest Earned on Seized Funds During Reporting Period: Instructions: Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.</p>	\$ 0.00
<p>D) Amount Returned to Defendants/Respondents:</p>	\$ 2,220.00
<p>E) Amount Transferred to Forfeiture Account: Instructions: Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.</p>	\$ 24,431.00
<p>F) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F.</p>	\$ 22,211.00

II. FORFEITED FUNDS

A) Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$66,914.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	\$22,806.00
C) Interest Earned on Forfeited Funds During Reporting Period : Instructions: Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$404.00
D) Proceeds Received by Your Agency From Sale of Forfeited Property: Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	\$1,625.00
E) Total Expenditures of Forfeited Funds During Reporting Period: Instructions: From Total on Section VI.	\$23,647.00
F) Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	\$68,102.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	4	1	0	1
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	10	7	0	0
5) Other Property - Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	0
B) Real Property (the number of separate parcels of property, not a currency amount):	0
C) Computers (the number of computers, not a currency amount):	0
D) Firearms (the number of firearms, not a currency amount):	0
E) Other (the number of items, not a currency amount):	0

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount):	0
B) Real Property (the number of separate parcels of property, not a currency amount):	0
C) Computers (the number of computers, not a currency amount):	0
D) Firearms (the number of firearms, not a currency amount):	0
E) Other (the number of items, not a currency amount):	0

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) SALARIES	
1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$ 0.00
2. Salary Budgeted Solely From Forfeited Funds:	\$ 0.00
3. Number of Employees Paid Using Forfeiture Funds:	0
TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

B) OVERTIME	
1. For Employees Budgeted by Governing Body:	\$ 0.00
2. For Employees Budgeted Solely out of Forfeiture Funds:	\$ 0.00
3. Number of Employees Paid Using Forfeiture Funds:	0
TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

C) EQUIPMENT	
1. Vehicles:	\$ 0.00
2. Computers:	\$ 8,165.00
3. Firearms, Vests, Personal Equipment:	\$ 10,222.00
4. Furniture:	\$ 0.00
5. Software:	\$ 594.00
6. Maintenance Costs:	\$ 392.00
7. Uniforms:	\$ 0.00
8. K9 Related Costs:	\$ 0.00
9. Other (Provide Detail on Additional Sheet):	\$ 1029.00
TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$ 20,402.00

D) SUPPLIES	
1. Office Supplies:	\$ 245.00
2. Cellular Air Time :	\$ 0.00
3. Internet:	\$ 0.00
4. Other (Provide Detail on Additional Sheet) :	\$ 0.00
TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	\$ 245.00

E) TRAVEL	
1. Total In State Travel	\$ 0.00
a) Lodging:	\$ 0.00
b) Air Fare:	\$ 0.00
c) Meals (including per diem):	\$ 0.00
d) Car Rental:	\$ 0.00
2. Total Out of State Travel	\$ 0.00
a) Lodging:	\$ 0.00
b) Air Fare:	\$ 0.00
c) Meals (including per diem):	\$ 0.00
d) Car Rental:	\$ 0.00
3. Fuel:	\$ 0.00
4. Parking:	\$ 0.00

5. Other (Provide Detail on Additional Sheet):	\$ 0.00
TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

F) TRAINING	
1. Fees (Conferences, Seminars):	\$ 0.00
2. Materials (Books, CDs, Videos, etc.):	\$ 0.00
3. Other (Provide Detail on Additional Sheet):	\$ 0.00
TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$ 0.00

G) INVESTIGATIVE COSTS	
1. Informant Costs:	\$ 0.00
2. Buy Money:	\$ 3,000.00
3. Lab Expenses:	\$ 0.00
4. Other (Provide Detail on Additional Sheet) :	\$ 0.00
TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 3,000.00

H) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE	
1. Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)):	\$ 0.00
2. Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$ 0.00
TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)):	\$ 0.00

I) FACILITY COSTS	
1. Building Purchase:	\$ 0.00
2. Lease Payments:	\$ 0.00
3. Remodeling:	\$ 0.00
4. Maintenance Costs:	\$ 0.00
5. Utilities:	\$ 0.00
6. Other (Provide Detail on Additional Sheet):	\$ 0.00
TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00

J) MISCELLANEOUS FEES	
1. Court Costs:	\$ 0.00
2. Filing Fees:	\$ 0.00

3. Insurance:	\$ 0.00
4. Witness Fees:	\$ 0.00
5. Audit Costs and Fees:	\$ 0.00
6. Other (Provide Detail on Additional Sheet):	\$ 0.00
TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	\$ 0.00
K) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	\$ 0.00
L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):	\$ 0.00
M) TOTAL EXPENDITURES:	\$ 23,647.00

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY
MANAGER

(Printed Name):

Nancy Berry

SIGNATURE:

DATE:

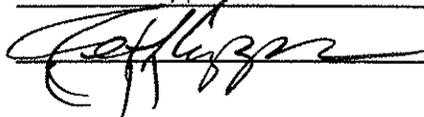
AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name):

Jeff Capps

SIGNATURE:



DATE:

11/02/11

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

FREQUENTLY ASKED QUESTIONS

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure or has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

- | | |
|------------------------------------|--|
| 1) Airport Police | 9) Police Departments |
| 2) City Attorney* | 10) Public Universities and Junior Colleges |
| 3) City Marshal | 11) School Districts with Police Departments |
| 4) Constables | 12) Sheriff Departments |
| 5) County Attorney | 13) State Agencies |
| 6) District Attorneys | 14) Task Forces |
| 7) Fire Departments / Fire Marshal | 15) Water Districts |
| 8) Hospital Districts | |

* City attorneys are only required to fill out this form if their city has a population over 250,000.

WHO IS REQUIRED TO PERFORM THE AUDIT?

If an agency is governed by a Commissioner's Court or City Council, the Commissioners Court or City Council is required to perform the audit pursuant to Art. 59.06(g)(1) of the Code of Criminal Procedure. For attorneys representing the state, this means that the Commissioners Court shall perform the audit (in a multi-county district, all commissioners courts in the district shall perform the audit).

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

You may use the Chapter 59.069(l) Certification (available on our website) or simply fill out the form with zeros, sign, and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 60 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 60 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.

WHAT IF I HAVE CONFIDENTIAL EXPENDITURES THAT MIGHT COMPROMISE INVESTIGATIONS IF DETAILED IN THE REPORT?

If breaking out confidential informant payments and buy money as shown on the form might compromise investigations, please fill out only the Total Investigative Costs line and attach an explanation of the reasons for this to the report.

Expenditures

C) Equipment

9. Other – Cart and camera for Crime Scene unit.

**November 10, 2011
Consent Agenda Item No. 2r
Annual Purchase of EMS Supplies**

To: David Neeley, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an annual blanket purchase order with Boundtree Medical L.L.C. for \$65,000.00 for EMS supplies.

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

Summary: Requesting approval to piggy-back on the City of Bryan's annual price agreement for EMS supplies year two renewal. The City of College Station has an interlocal agreement with the City of Bryan that allows the cities to participate in cooperative purchasing with one another. Piggy-backing an existing agreement saves the City staff time and money by not having to conduct a formal bid process.

The City of Bryan's bid terms require the successful bidder to agree to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Annual Price Agreement for EMS Supplies and Pharmaceuticals was originally bid by the City of Bryan (Bid No. 09-111) and their City Council approved the original award of the agreement to the lowest responsible bidder, Bound Tree Medical LLC, on July 14, 2009. This request represents the optional two year renewal of this agreement for the City of Bryan.

Five (5) sealed bids were received and evaluated and it was determined that Bound Tree Medical LLC offered the best value as they submitted the most complete and lowest bid. When packaging/per cost differences were compared, it was determined that Bound Tree Medical LLC offered the best value. Bid contained twelve (12) categories and a total of 327 bid items.

Bound Tree Medical LLC has satisfactorily supplied the City of College Station with EMS supplies for the past four years.

Budget & Financial Summary: Funds are budgeted in the fire department budget for this expenditure. This purchase order should provide for adequate purchasing of supplies for our department's current and future needs.

Attachments:

1. City of Bryan bid tabulation – on file in City Secretary's office
2. Boundtree contract EMS Medical supply list – on file in City Secretary's office

November 10, 2011
Consent Agenda Item No. 2s
Purchase of Consoles and Hardware for Utility Dispatch Center

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the approval of the purchase of consoles and related equipment for the new Utility Dispatch Center from Command & Control Environments (CCE) through the TXMAS program and from the open market (bid pricing was checked by Purchasing and is the lowest pricing) in the amount of \$70,231.93.

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

Recommendation: Staff recommends approval of the purchase of consoles and equipment from CCE in the amount of \$70,231.93. The consoles have been priced utilizing the TXMAS program in the amount of \$47,813.93. The related equipment and shipping have been priced on the open market in the amount of \$22,418.00. COCS Purchasing staff received informal pricing on the open market items and found that CCE quoted the lowest pricing for these items. These contracts satisfy any State law requirements relating to competitive bids or proposals.

Summary: : In May 2010, the City of College Station was required to self-certify as an electric Transmission Operator (TOP) by the North American Electric Reliability Corporation (NERC). As a result of this certification the City of College Station must become compliant with Critical Infrastructure Protection (CIP) and Emergency Preparedness and Operations (EOP) reliability standards established by NERC.

To achieve compliance with these NERC reliability standards College Station Utilities implemented a plan which included the construction of the new Dispatch Center. Part of the construction of the new Dispatch Center is the replacement and upgrade of outdated equipment in use in the current Dispatch Center. The equipment listed in this contract is necessary for the 24/7/365 mission critical operation of Utility Dispatch.

Budget & Financial Summary: Funds totaling \$75,000 are budgeted in the Water and Wastewater Capital Improvement Projects Funds for this purchase.

Attachment: Proposal



TXMAS Proposal Summary

College Station Utilities Operations Center

TXMAS and Open Market Items

October 26, 2011

1. Evans Consoles TXMAS Contract: TXMAS-5-7110180	\$47,813.93
28' x 9' Response sit/stand console and custom integrated Millwork storage for SCADA servers and binders/books, with 12"H slat wall support structure, integrated hardware and cable management, single w/s input platform, two (2) slat wall mounted task lights per console (see attached drawings for project details).	
2. Open Market Items Breakdown:	\$22,418.00
A. Double high LCD monitor arms with slat wall mount Quantity 12; 6 per console	\$ 3,965.00
B. Iron Horse 24/7 Mission Critical Seating Quantity: 8	\$12,920.00
C. Shipping and Transportation Includes: Product crating for worksurfaces, end panels, and other miscellaneous items, blanket wrapped console modules, product loading onto carrier – air ride equipped, Customs clearances as product is shipping from Calgary, Canada, logistical support throughout the shipping cycle (4 – 8 days).	\$ 5,533.00

Project Summary:	
Evans Consoles TXMAS Contract: TXMAS-5-7110180	\$47,813.93
Open Market Items	\$22,418.00
Project Total:	\$70,231.93*

Command and Control Environments, Inc.

305 E. Wall Street Grapevine, TX 76051 t 817.329.2009 f 817.329.6004 www.cceinteriors.com



Lead time: 12 – 16 weeks A.R.O.

Terms and Milestones:

100% due net 30 upon product shipping

Product will be delivered to a “clean” room at the final installation site. If the room is not ready at the time of delivery, additional delivery and/or storage costs may be incurred.

*Any applicable taxes are not included in this proposal.

Command and Control Environments, Inc.

305 E. Wall Street Grapevine, TX 76051 t 817.329.2009 f 817.329.6004 www.cceinteriors.com

November 10, 2011
Consent Agenda Item No. 2t
Bee Creek IV & V Project Closeout Change Order

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding Change Order No. 4 to the professional services contract (Contract No. 00-107) with LJA Engineering & Surveying, Inc. for a decrease in the amount of \$39,640.41 to clear the project encumbrance and closeout the project.

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

Recommendation(s): Staff recommends approving the change order.

Summary: Change Order #4 is for the closeout of the LJA Engineering contract and to clear the encumbrance on the purchase order. The original contract with LJA Engineering was for the design of channel improvements to Bee Creek Tributary "A" from Brothers Boulevard to Texas Avenue. The goal of the project was to increase the flood carrying capacity of the creek, reduce the floodplain width, and provide bank stabilization. However, more recent flood studies, which revised the floodplain boundaries, have been submitted to FEMA since the 2002 drainage study that formed the basis of the Bee Creek IV & V project.

Change order #3 allowed LJA to perform a cost-benefit analysis on the proposed channel improvements. The analysis included an update to the model for Tributary "A" to determine the baseline conditions, consider the benefit of the proposed channelization drainage improvements, the benefit of expanding the capacity of the drainage structures at roadway crossings, the construction cost and environmental impact, and a summary of the downstream impacts. After performing the cost-benefit analysis, LJA concluded that there was no recognizable benefit in moving forward with the drainage project and that no major channel improvements are necessary at this time.

The analysis took into consideration the number of homes that may be impacted during a 100-yr or 1% storm event (1% chance of occurring in any given year) and the benefit gained by mitigating or avoiding the costs associated with flood damage versus the cost of completing the channel improvements. The previous flood study performed in 2002 showed 4 homes inundated by a 1% storm. After LJA updated their model with more recent hydrologic data from a study performed by Mitchell & Morgan (M&M), no structures were inundated by the 1% storm. The M&M study was recently approved by FEMA as a Letter or Map Revision (LOMR) for the Bee Creek Combined project, which included a portion of the Bee Creek IV & V project limits. M&M's model will become the effective model and revise the floodplain boundary once the LOMR completes its administrative review process and is finalized by FEMA.

The Bee Creek IV & V construction project was canceled. The residents were notified of the cancellation and intent of City crews to continue maintenance of the creek and perform more localized projects as needed to address slope stabilization and erosion.

Budget & Financial Summary: The revised budget for this project was \$1,210,000. Funds in the amount of \$267,997 have been expended on the project. The project balance will remain in the Drainage Fund to be used on future capital improvement projects.

Attachments:

1. Change Order
2. Project Map

CHANGE ORDER NO. 4 Contract No. 00-107 DATE: September 30, 2011
P.O.# 001230 PROJECT: Bee Creek Tributary A Drainage Improvements Phases IV & V, SD-0001

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

CONTRACTOR:
LJA Engineering & Surveying, Inc.
2929 Briarpark Dr., Ste. 600 Ph: (713) 953-5200
Houston, Texas 77042-3703 Fax: (713) 953-5026

PURPOSE OF THIS CHANGE ORDER:

Final close-out change order to clear the encumbrance on the P.O. The channel improvement project has been cancelled after a cost-benefit analysis showed that there will be no recognizable benefit for completing the project. LJA does not see that major improvements are necessary at this time.

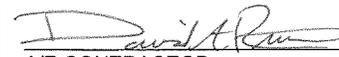
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
A	EA	Project closeout and clear encumbrance	(\$39,640.41)	0	1	(\$39,640.41)
					TOTAL	(\$39,640.41)

THE NET AFFECT OF THIS CHANGE ORDER IS 19.80% DECREASE.

ORIGINAL CONTRACT AMOUNT	\$200,236.00		
Change Order No. 1	\$4,237.00	2.12%	CHANGE
Change Order No. 2	\$24,135.94	12.05%	
Change Order No. 3	\$52,261.00	26.10%	
Change Order No. 4	(\$39,640.41)	-19.80%	CHANGE
REVISED CONTRACT AMOUNT	\$241,229.53	20.47%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	468 Days
Time Extension No. 1	0 Days
Time Extension No. 2	0 Days
Time Extension No. 3	35 Days
Revised Contract Time	503 Days

APPROVED

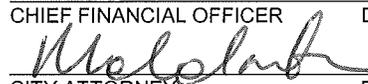
 10-4-11
A/E CONTRACTOR Date

CONSTRUCTION CONTRACTOR Date

 10/14/11
PROJECT MANAGER Date

 10/14/11
DEPARTMENT DIRECTOR FOR CRG Date

CHIEF FINANCIAL OFFICER Date

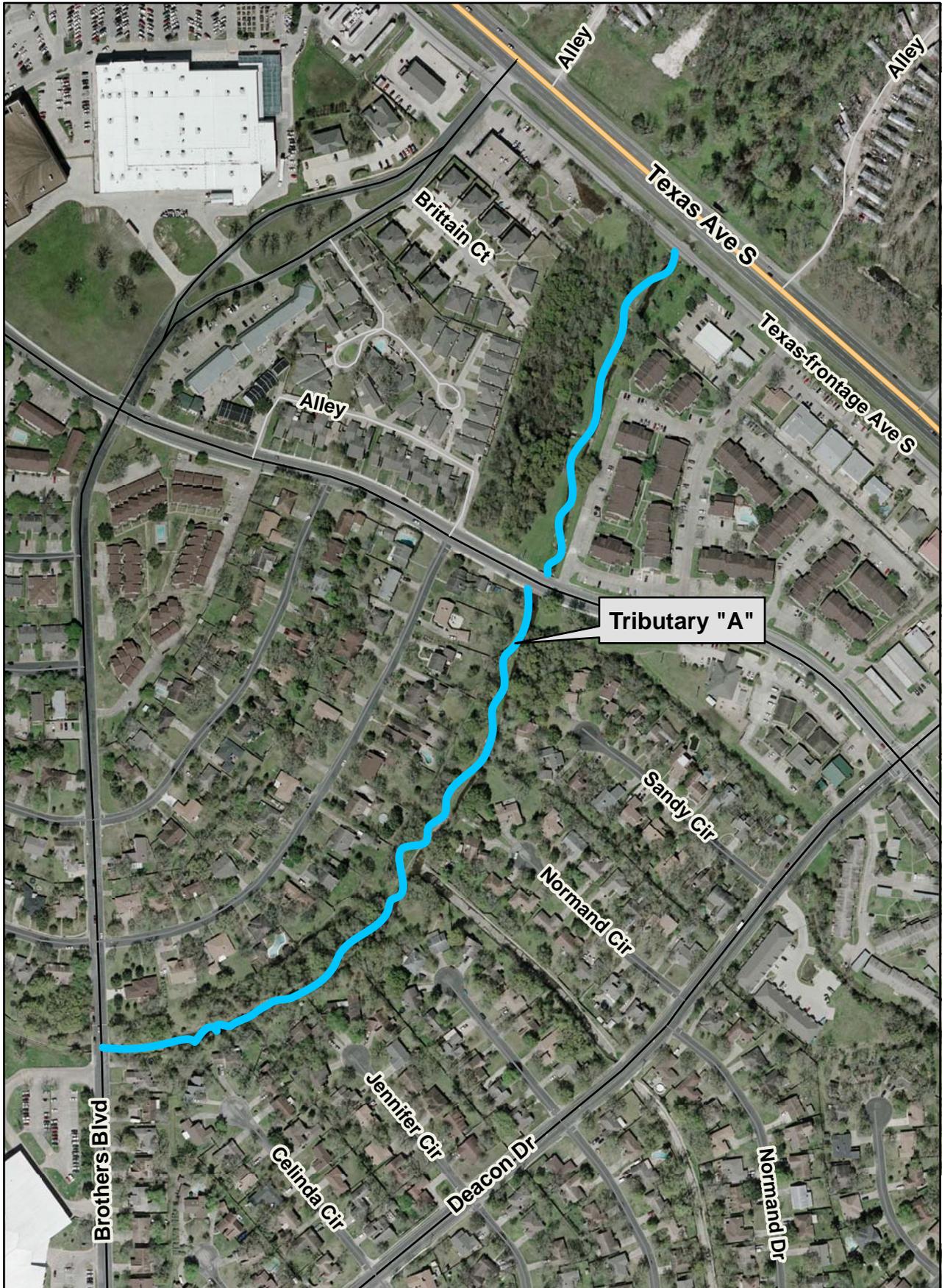
 Date
CITY ATTORNEY

CITY MANAGER Date

MAYOR Date

CITY SECRETARY Date

Bee Creek Tributary "A" Drainage Improvements
Phases IV&V (SD-0001)



**November 10, 2011
Consent Agenda Item No. 2u
Real Estate Appraisal Services
Contract Renewal**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-218). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.

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

Recommendation(s): Staff recommends approval of the Master Agreements.

Summary: As a result of RFP No. 09-69, Request for Proposal of Real Estate Appraisal Services, three real estate appraisal firms were selected to prepare real estate appraisal reports and provide real estate consulting services to the City of College Station. Last year two of the three Master Agreements were renewed. This year, we are requesting to renew the same Master Agreements for these two firms. This will be the final renewal based on the terms of the original agreements.

Typical appraisal assignments include appraisal of public utility easements; the appraisal of partial fee simple acquisitions; the appraisal of tracts for park land and greenways, as well as other municipal uses. Each agreement will have a not to exceed amount of \$50,000. In order to keep multiple projects going concurrently, staff will assign projects to these firms on a rotating basis.

Budget & Financial Summary: Funds for the appraisals are budgeted in the various funds out of which the land will be purchased. In the case of land purchases for capital projects, the funds are budgeted as part of the capital project.

Attachments:

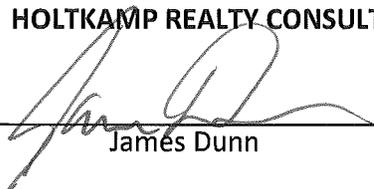
1. Renewal Acceptance Form - Holtkamp Realty Consultants (in City Secretary's Office)
2. Renewal Acceptance Form - S.T. Lovett & Associates (in City Secretary's Office)

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Master Agreement No. 09-314, RFP No. 09-69 for Real Estate Appraisal Services in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$50,000.00.

I understand this renewal term will be for the period beginning December 8, 2011 through December 7, 2012. This is the second (and final) renewal term.

HOLTKAMP REALTY CONSULTANTS



James Dunn



DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

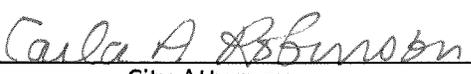
City Secretary

DATE

APPROVED:

City Manager

DATE



Carla A. Robinson
City Attorney

DATE

Executive Director of Business Services

DATE

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Master Agreement No. 09-218, RFP No. 09-69 for Real Estate Appraisal Services in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$50,000.00.

I understand this renewal term will be for the period beginning December 8, 2011 through December 7, 2012. This is the second (and final) renewal term.

S.T. LOVETT & ASSOCIATES



Steve Lovett

10/21/2011

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Executive Director of Business Services

DATE

November 10, 2011
Consent Agenda Item No. 2v
Reserve Fuel Interlocal Agreement

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on an interlocal agreement between the City of College Station, the College Station Independent School District, and Texas A&M University to share fuel reserves in the event of an emergency supply disruption.

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

Recommendation(s): Staff respectfully recommends approval of the interlocal agreement between the City of College Station, the College Station Independent School District, and Texas A&M University to share fuel reserves in the event of an emergency supply disruption.

Summary: The interlocal agreement between the City of College Station, the College Station Independent School District, and Texas A&M University would allow the entities to share fuel reserves in the event of an emergency supply disruption. The fuel reserves and sources considered under the agreement will be initiated in the event of natural disaster or any other event that hinders the entities' ability to maintain normal or emergency fleet operations. This ILA does not require the Parties to provide fuel to another Party if providing the fuel will hinder the providing Party's normal or emergency operations.

Budget & Financial Summary: There will be a minor fiscal impact due to reserve fuel sharing as set forth in the agreement, primarily administrative costs. An entity that receives fuel from another entity pursuant to the agreement will reimburse the cost of fuel within thirty (30) days after the providing entity sends an invoice for the fuel provided. The reimbursement cost of the fuel will equal the contract price the providing entity paid for the fuel on the day it was pumped from the providing entity's fuel reserves, without markup.

Attachments:

1. Interlocal Agreement

**RESERVE FUEL INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COLLEGE STATION, COLLEGE STATION ISD
AND TEXAS A&M UNIVERSITY**

This **RESERVE FUEL INTERLOCAL AGREEMENT** (“ILA”) is entered into by and between the **City of College Station** (“College Station”), a local governmental entity/ political subdivision of the State of Texas, **College Station Independent School District** (“CSISD”), a local governmental entity/ political subdivision of the State of Texas, and **Texas A&M University**, a member of The Texas A&M University System, an agency of the State of Texas (“TAMU”), collectively referred to as the “Parties”.

WHEREAS Chapter 791 of the *Texas Government Code*, also known as the **INTERLOCAL COOPERATION ACT**, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS College Station, CSISD and TAMU have fuel reserves for their respective fleets of vehicles; and

WHEREAS the sources of fuel are vulnerable to forces outside the control of any of the Parties to this ILA; and

WHEREAS these sources and/or fuel reserves could be disrupted and negatively affect the Parties ability to maintain normal or emergency operations; and

WHEREAS College Station, CSISD and TAMU have reserves of fuel that could, for a reasonable period of time, be shared with the other Parties;

WHEREAS College Station, CSISD and TAMU agree this ILA would mutually benefit each Party in a time of need for fuel and would further their governmental purpose.

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by College Station, CSISD, and TAMU to be respectively kept and performed, the Parties agree as follows:

I. Overview and Purpose

The fuel reserves and sources considered under this ILA will be initiated in the event of natural disaster or any other event that hinders the Parties’ ability to maintain normal or emergency fleet operations. College Station, CSISD, and TAMU may regularly investigate and evaluate other mutual opportunities for the betterment of the specific services and products they may jointly provide. College Station, CSISD, and TAMU may join their complementing talents to pursue specific objectives that can best be served by the combined efforts of the three organizations.

II. Mutual Responsibilities

2.1 This ILA does not require the Parties to provide fuel to another Party if providing the fuel will hinder the providing Party's normal or emergency operations.

2.2 In the event a Party needs fuel, the Party in need will contact the other Parties in writing describing the event that caused the need, the amount and types of fuel needed, and how long the Party will need to be provided with fuel provisions.

2.3 The amount of fuel the Parties provide one another may fluctuate depending on the circumstances at the time of the event.

2.4 A Party that receives fuel from another Party pursuant to this ILA will reimburse the cost of fuel to the Party who provides the fuel within thirty (30) days after the providing Party sends an invoice for the fuel provided. The reimbursement cost of the fuel will equal the contract price the providing Party paid for the fuel on the day it was pumped from the providing Party's fuel reserves, without markup.

III. General Provisions

3.1 **Effective Date and Term.** This ILA will become effective upon the date of the last Party to sign ("Effective Date") and shall remain in effect for an initial term of one (1) year. This ILA will automatically renew for successive one year terms. The initial term plus any successive terms shall not exceed a total of five (5) years.

3.2 **Termination.** This ILA may be terminated for convenience by any party at any time provided thirty (30) days written notice is given to the other Parties.

3.3 **Amendment.** This ILA may be amended only as agreed upon by the Parties in writing. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

3.4 **Independent Contractors.** For the purposes of this ILA and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of any other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties, except as may be explicitly provided for herein or authorized in writing.

3.5 **Notices.** Any notice required or permitted under this ILA must be in writing. Notice may be given by certified mail, regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. College Station, CSISD, and TAMU can change their respective notice address by sending each Party a notice of the new address. Notices should be addressed as follows:

College Station: City of College Station
 PO Box 9960
 College Station, TX 77845

Attention: Pete Caler
Phone: (979) 764-3639
Fax: (979) 764-3489
Email: pcaler@cstx.gov

CSISD: College Station Independent School District
1812 Welsh
College Station, TX 77845
Attention: Hector Silva
Telephone: (979) 764-5440
Fax: (979) 694-5618
Email: hsilva@csisd.org

TAMU: Texas A&M University
Transportation Services
1250 TAMU
College Station, TX 77843-1250
Attention: Peter Lange
Telephone: (979) 845-9700
Fax: (979) 845-3026
Email: plange@tamu.edu

3.6 **Texas Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue of any legal action or proceeding will be in Brazos County, Texas.

3.7 **Non-Waiver.** The Parties expressly agree that nothing in this ILA will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by law.

3.8 **Hold Harmless.** To the extent permitted by the Constitution and laws of the State of Texas, the Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the services provided under this ILA.

3.9 **Invalid Clauses.** If any clause or provision of this ILA is illegal, invalid, or unenforceable under present or future laws in place on the Effective Date, the Parties intend that the remaining clauses or provisions of this ILA will not be affected and will remain in full force and effect.

3.10 **Prior Agreements.** This ILA represents and constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements either written or oral. Only a written instrument signed by designees of the Parties may amend this Agreement.

3.11 This ILA may be signed in multiple counterparts. Electronic signatures will be accepted as originals.

3.12 The undersigned Parties bind themselves to the faithful performance of this ILA.

TEXAS A&M UNIVERSITY



Dean K. Endler
Executive Director, Contract Administration
Date: 10-19-11

CITY OF COLLEGE STATION

Name: _____
Title: Mayor
Date: _____

ATTEST:

Name: _____
Title: City Secretary
Date: _____

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

Name: _____
Title: _____
Date: _____

APPROVED:

Name: _____
Title: City Manager
Date: _____



Name: Adam C. Falco
Title: City Attorney
Date: _____

Name: _____
Title: Chief Financial Officer
Date: _____

**November 10, 2011
Consent Agenda Item No. 2w
Interlocal Agreement with Brazos County
for On-Line Bidding**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, discussion and possible action on an Interlocal Agreement between the City of College Station and Brazos County for On-Line Bidding Services.

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: In February, 2004, the City of College Station launched the on-line bidding system as part of the new website unveiling. This online bidding system was designed to allow other agencies in the area to use the system for centralized vendor maintenance and centralized e-procurement functions. It includes automatic notification to registered vendors for bid postings, addendums, bid tabulations and bid awards. The City of Bryan has participated in using the Online Bidding System since May 2008. Both Brazos County and San Jacinto River Authority have recently requested to utilize the system as well.

Budget & Financial Summary: The City of College Station has already paid for the system design and implementation. However, the Interlocal Agreement allows for the creation of a "Users Group" consisting of all participating agencies to share in the cost of mutually agreed upon enhancements to the system. There is no financial impact to allow Brazos County to participate in our On Line Bidding System at this time.

Attachments: Interlocal Agreement with Brazos County for On Line Bidding

Interlocal Agreement For On-Line Bidding

This interlocal agreement ("Agreement") is by and between the City of College Station, Texas and Brazos County (County)(the "User") each acting by and through its Governing Body. The City of College Station and Brazos County may be referred to herein as the "Parties").

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, Chapter 252.0415 of the Texas Local Government Code, allows a municipality to receive bids or proposals through electronic transmission if the governing body of the municipality has adopted rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;

WHEREAS, Chapter 262.0235 of the Texas Local Government Code, allows a county to receive electronic bids or proposals if they adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals;

WHEREAS, the City of College Station City Council has approved Ordinance 2635 (attached as Exhibit A) adopting policy rules and procedures to ensure the identification, security, and confidentiality of electronic bidding and reverse auctions;

WHEREAS, Brazos County has approved procedures entitled "Electronic Procurement Rules" (attached as Exhibit B) adopting Purchasing Policy rules and procedures to ensure the identification, security, and confidentiality of electronic bids, proposals and reverse auctions;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of sharing a common vendor database, sharing a common location for vendors to find opportunities for bids, proposals, and receive bids/proposals electronically;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The Parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of the Parties that said governments do enter into a mutually satisfactory agreement for the shared and common posting for bids, proposals, and other purchasing activity, including the receipt of electronic bids;

WHEREAS, the Parties are of the opinion that cooperation in the shared and common postings for bids, proposals, and other purchasing activity including the receipt of electronic bids will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

TERMS

1. The City of College Station will be responsible for hosting and maintaining an on-line bidding system which will be able to:
 - a) Register interested bidders
 - b) Distribute bid and proposal documents electronically
 - c) Notify vendors automatically
 - d) Receive electronic bids/proposals using the Advanced Encryption Standard (AES) to ensure that the electronic bids or proposals remain effectively unopened until the proper time
 - e) Tabulate and publish bid results
 - f) Post Notice of Award
2. City of College Station will conduct regular backups of the information maintained on the site and will provide backup tapes as requested by Brazos County.
3. The Parties agree to form an On-Line Bidding System User Group consisting of the purchasing manager, or their designee, for each party. The purpose of the User Group will be to: review requests from any party for enhancements to the On-Line Bidding System; prioritize and make recommendations regarding the requests for enhancements. The City of College Station will consider the recommendations of the User Group and shall have final approval authority for any recommended enhancement; provided, however, that such approval will not be unreasonably withheld.
4. Any costs for approved enhancements shall be paid by the participating parties in a manner and in an amount agreed to by all the parties.
5. The Parties agree that funds used to perform the functions contemplated by this Agreement shall be available from current revenues.
6. Other parties may participate as users of the On-Line Bidding System upon the execution of this Agreement by the joining party.

7. Each Party shall ensure that all applicable laws and ordinances have been satisfied.
8. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2012. This Agreement shall automatically renew for successive one (1) year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 9 or 10.
9. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
10. **Termination.** This Agreement may be terminated at any time by any party without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 13 herein.
11. **Hold Harmless.** **The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.**
12. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station: Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

Brazos County: Purchasing Department
200 South Texas Ave.
Suite 352
Bryan, Texas 77803

14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements,

arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

15. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

BRAZOS COUNTY

BY: _____
Mayor

BY: _____
County Judge

DATE: _____

DATE: _____

ATTEST:

ATTEST:

City Secretary

County Clerk

DATE: _____

DATE: _____

APPROVED:

City Manager

County Attorney

DATE: _____

DATE: _____

AMC Falo

City Attorney

DATE: _____

DATE: _____

Executive Director
Business Services

DATE: _____

DATE: _____

November 10, 2011
Consent Agenda Item No. 2x
Interlocal Agreement with San Jacinto River Authority
for On-Line Bidding

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, discussion and possible action on an Interlocal Agreement between the City of College Station and San Jacinto River Authority for On-Line Bidding Services.

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: In February, 2004, the City of College Station launched the on-line bidding system as part of the new website unveiling. This online bidding system was designed to allow other agencies in the area to use the system for centralized vendor maintenance and centralized e-procurement functions. It includes automatic notification to registered vendors for bid postings, addendums, bid tabulations and bid awards. The City of Bryan has participated in using the Online Bidding System since May 2008. Both Brazos County and San Jacinto River Authority have recently requested to utilize the system as well.

Budget & Financial Summary: The City of College Station has already paid for the system design and implementation. However, the Interlocal Agreement allows for the creation of a "Users Group" consisting of all participating agencies to share in the cost of mutually agreed upon enhancements to the system. There is no financial impact to allow San Jacinto River Authority to participate in our On Line Bidding System at this time.

Attachments: Interlocal Agreement with San Jacinto River Authority for On Line Bidding

Interlocal Agreement For On-Line Bidding

This interlocal agreement ("Agreement") is by and between the City of College Station, Texas and San Jacinto River Authority_(SJRA) (the "User") each acting by and through its Governing Body. The City of College Station and SJRA may be referred to herein as the "Parties").

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, Chapter 252.0415 of the Texas Local Government Code, allows a municipality to receive bids or proposals through electronic transmission if the governing body of the municipality has adopted rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;

WHEREAS, the City of College Station City Council has approved Ordinance 2635 (attached as Exhibit A) adopting policy rules and procedures to ensure the identification, security, and confidentiality of electronic bidding and reverse auctions.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of sharing a common vendor database, sharing a common location for vendors to find opportunities for bids, proposals, and receive bids/proposals electronically;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The Parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of the Parties that said governments do enter into a mutually satisfactory agreement for the shared and common posting for bids, proposals, and other purchasing activity, including the receipt of electronic bids;

WHEREAS, the Parties are of the opinion that cooperation in the shared and common postings for bids, proposals, and other purchasing activity including the receipt of electronic bids will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

TERMS

1. The City of College Station will be responsible for hosting and maintaining an on-line bidding system which will be able to:
 - Register interested bidders
 - Distribute bid and proposal documents electronically
 - Notify vendors automatically
 - Receive electronic bids/proposals using the Advanced Encryption Standard (AES) to ensure that the electronic bids or proposals remain effectively unopened until the proper time
 - Tabulate and publish bid results
 - Post Notice of Award
2. City of College Station will conduct regular backups of the information maintained on the site and will provide backup tapes as requested by SJRA.
3. The Parties agree to form an On-Line Bidding System User Group consisting of the purchasing manager, or their designee, for each party. The purpose of the User Group will be to: review requests from any party for enhancements to the On-Line Bidding System; prioritize and make recommendations regarding the requests for enhancements. The City of College Station will consider the recommendations of the User Group and shall have final approval authority for any recommended enhancement; provided, however, that such approval will not be unreasonably withheld.
4. Any costs for approved enhancements shall be paid by the participating parties in a manner and in an amount agreed to by all the parties.
5. The Parties agree that funds used to perform the functions contemplated by this agreement shall be available from current revenues.
6. Other parties may participate as users of the On-Line Bidding System upon the execution of this Agreement by the joining party.
7. Each party shall ensure that all applicable laws and ordinances have been satisfied.
8. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until October 31, 2012. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 9 or 10.

9. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
10. **Termination.** This Agreement may be terminated at any time by any party without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 13 herein.
11. **Hold Harmless.** The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
12. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station: Fiscal Services - Purchasing Divison
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

PARTY: Purchasing Department
San Jacinto River Authority
1577 Damsite Road
Conroe, Texas 77304

14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
15. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

SAN JACINTO RIVER AUTHORITY

BY: _____

Mayor

DATE: _____

ATTEST: _____

City Secretary

APPROVED: _____

City Manager

Adm C. Farias

City Attorney

Executive Director of Business Services

BY: _____

General Manager

DATE: 9/26/11

ATTEST: _____

[Signature]
Deputy GM, Administration

November 10, 2011
Consent Agenda Item No. 2y
Microsoft Enterprise Software Agreement with Dell

To: David Neeley, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion on approval of an Enterprise Agreement (EA) for Microsoft software with Dell Marketing LP for a three year period totaling \$88,232.82.

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

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

Summary: The City has made a determination to move from Novell software applications for E-mail and File and Print services to Microsoft software applications for these services. The FY 12 approved budget includes an approved project, CO 1201 to conduct this migration. Dell Marketing LP has the Texas State Contract for Microsoft Volume Licenses, which covers this contract (Texas Department of Information Resources Contract DIR-SDD-1014).

This Agreement moves key Microsoft software licenses and products to a new licensing program that will allow the City to receive product updates and upgrades at no cost.

Budget & Financial Summary: Funding for the first year cost of this Agreement (\$26,502.40) is included in the E-mail and File System Migration Capital Project (CO 1201).

Attachments:

1. Quote from Dell
2. Enterprise Enrollment Direct Form

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>	U1063194	Reseller purchase order number <i>Reseller to complete</i>	Framework ID N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61288	Previous Qualifying Enrollment number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, “you” refers to the entity that signs this enrollment with us, and “we” or “us” refers to the Microsoft entity that signs this enrollment.

“Qualifying Enrollment,” means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous “Qualifying Enrollments” then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

<i>Customer</i>	<i>Contracting Microsoft Affiliate</i>
Name of entity * CITY OF COLLEGE STATION	Microsoft Licensing, GP
Signature *	Signature
Printed name * Erin Provazek	Printed name
Printed title * Assistant IT Director	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

<i>Notices to Microsoft should be sent to:</i>	<i>Copies should be sent to:</i>
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	<u>Media Order Form (required)</u>
<input type="checkbox"/>	<u>Core User CAL Terms and Conditions, if applicable</u>
<input type="checkbox"/>	<u>MS Capital Form, if applicable</u>

Customer: Please remit to your reseller.

Reseller: Please remit to Microsoft.

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity *		Contact name *
CITY OF COLLEGE STATION		Last Provazek First Erin
Street address *		Contact email address (required for online access) *
310 Krenek Tap Road		eprovezek@cstx.gov
City *	State/Province *	Phone
College Station	TX	(979) 764-3482
Country *	Postal code *	Fax
USA	77842	(979) 764-3664

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity		Contact name
		Last
		First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

<i>Electronic contractual notices contact</i>		
Name of entity CITY OF COLLEGE STATION		Contact name Last Roper First Ben
Street address 310 Krenek Tap Road		Contact email address (required for electronic notices) 77842
City College Station	State/Province TX	Phone (979) 764-3538
Country USA	Postal code 77842	Fax (979) 764-3664

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

<i>Software Assurance benefits contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

<i>MSDN contact</i>		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address <u>@microsoft.com</u>
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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
“Listed Languages”	“Restricted Languages”	“Extended Languages”
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English ¹ Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish ² Thai Turkish Ukrainian	Danish Dutch English ¹ Finnish French ³ German Greek Italian Norwegian Portuguese (Portugal) Spanish ² Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
<p>¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a “Listed Language”, except when restricted as described in the “Restricted Languages” list (see footnote 3)</p> <p>² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.</p> <p>³ French is a “Listed Language,” if signed in Canada</p>		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- Listed Languages
- All Languages
- Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

<p>Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).</p>	
<p>Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).</p>	<p style="text-align: center;">950</p>

7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input type="checkbox"/>	
Office Professional Plus¹	<input type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Standard ¹	<input type="checkbox"/>	
Core Client Access License ^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Client Access License Suite^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Standard²	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exchange Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
OfficeSharePoint Server Client Access License Enterprise²	<input type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License ²	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems Management Server Configuration Management License	<input type="checkbox"/>	<input type="checkbox"/>
Systems Center Operations Manager Client Operations Management License	<input type="checkbox"/>	<input type="checkbox"/>

Windows Terminal Services Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Rights Management Services	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Forefront Security Suite	<input type="checkbox"/>	<input type="checkbox"/>

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: Dell Marketing LP
Street address: (PO boxes will not be accepted) 850 Asbury Dr.
City and State / Province and postal code: Buffalo Grove, IL
Country: US
Contact name: Nathan Schramm
Phone number: 847-465-3700
Fax number: 847-465-3277
Email address: us_ms_vl_admin@dell.com

The undersigned confirms that the reseller information is correct.

Name of reseller Dell
Signature
Printed name Nathan Schramm
Printed title Senior Buyer
Date

**November 10, 2011
Consent Agenda Item No. 2z
Bee Creek Sewer Line
Professional Services Contract
Project Number WF1369909**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract (Contract Number 11-264) with Kimley-Horn and Associates, Inc. for \$1,518,250.00 for design, bidding, and construction administration for the Bee Creek Sewer Line.

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: The scope of the project is for design and construction administration of a sewer trunkline to serve the Bee Creek Sewershed. A significant portion of the existing sewer was installed in 1973. The computer modeling and flow data collected during the development of the Wastewater Master Plan indicates that the wastewater flows in the existing line serving this sewershed are near the capacity of the pipeline.

This project will increase the system capacity in the Bee Creek Sewershed to accept the ultimate build-out demand anticipated for this area of the City based on the land uses included in the Comprehensive Plan. Kimley-Horn and Associates, Inc. was awarded the contract based upon their prior experience of designing other similar projects through the Request for Qualification 11-80 process.

This project has been scheduled to stay ahead of the wastewater demands of new development. With the design being completed in FY-12, then phase one of construction in FY-13 and phase 2 in FY-14, adequate capacity will exist as new developments come on-line. Please note that Water Services staff will perform trunk line cleaning in FY-12 to gain capacity on this line, and minimize the risk of an overflow.

Budget & Financial Summary: The contract amount for design and construction administration is not to exceed \$1,518,250.00. This project was not included in the FY11 Approved Budget because the project was not defined when the FY11 Approved Budget was developed. The total budget for this project is \$14,703,625. \$2,000,000 of this budget was included on FY11 Budget Amendment #3 (approved 8-25-11). The balance of the budget will be appropriated in future years.

Attachments:

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

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 BEE CREEK TRUNKLINE REHABILITATION.

WHEREAS, the City of College Station, Texas, solicited proposals for the 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 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 Bee Creek Trunkline Rehabilitation 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 \$1,518,250.00 for the design phase services related to the Bee Creek Trunkline Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$1,518,250.00.

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

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

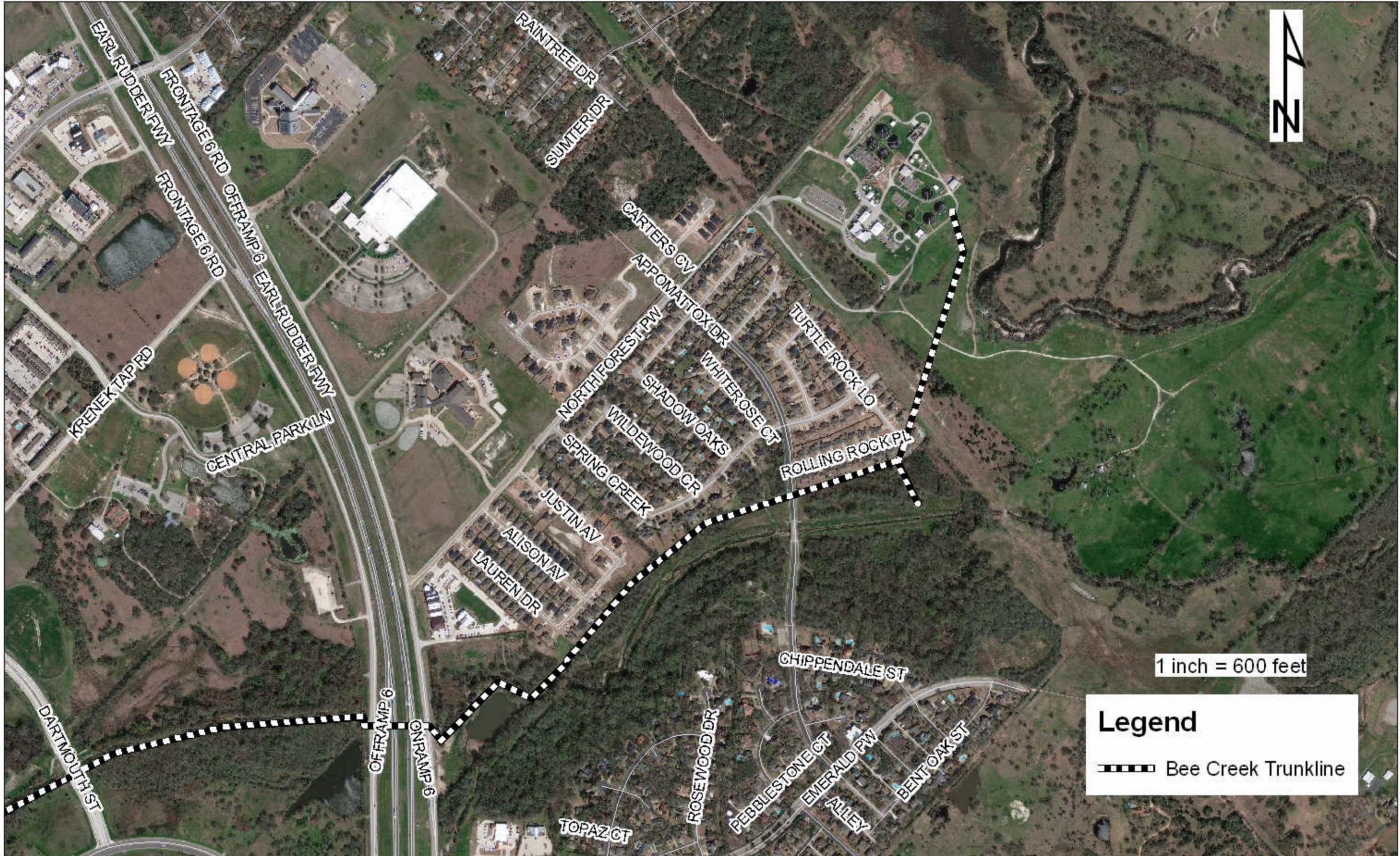
MAYOR

APPROVED:

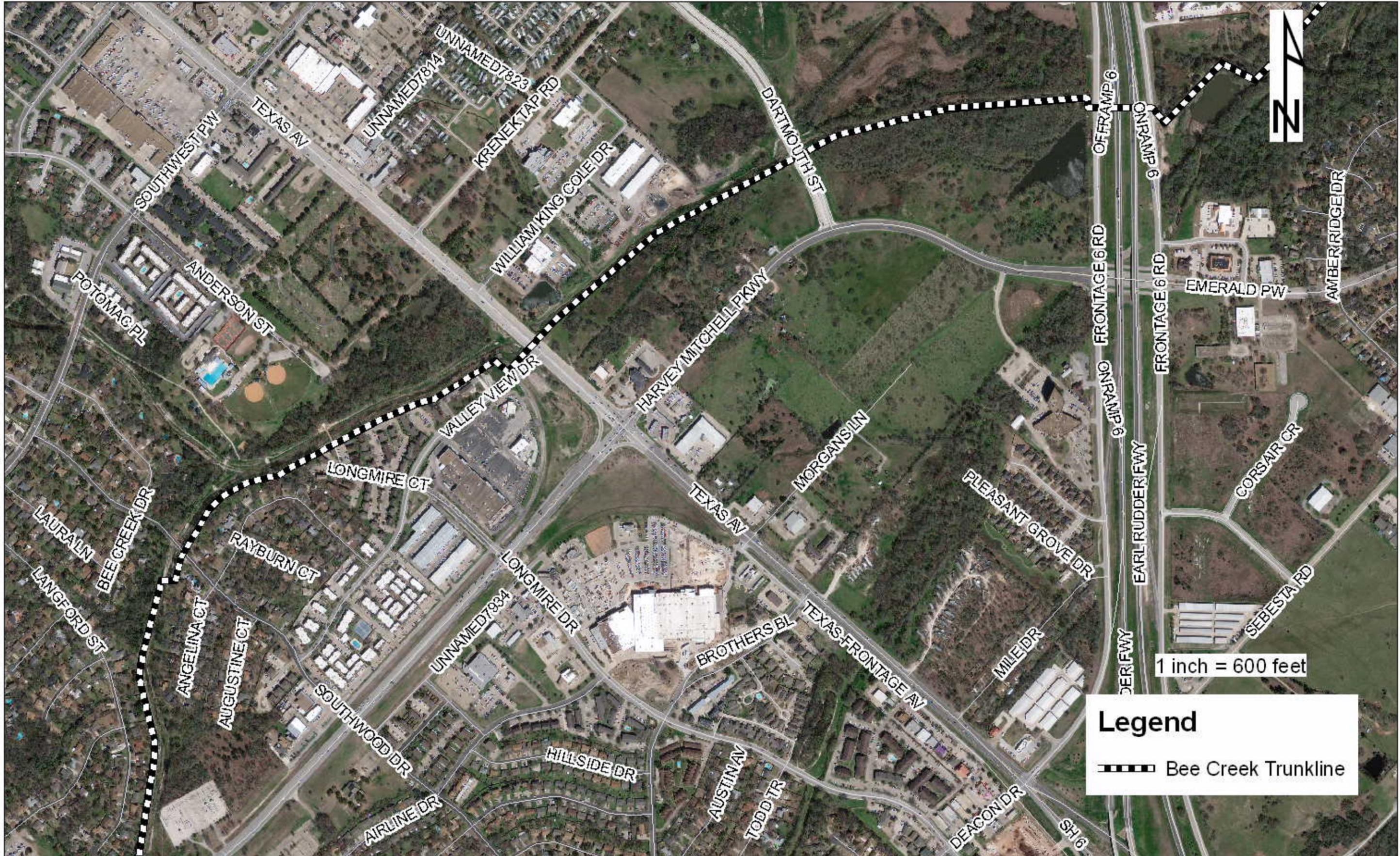


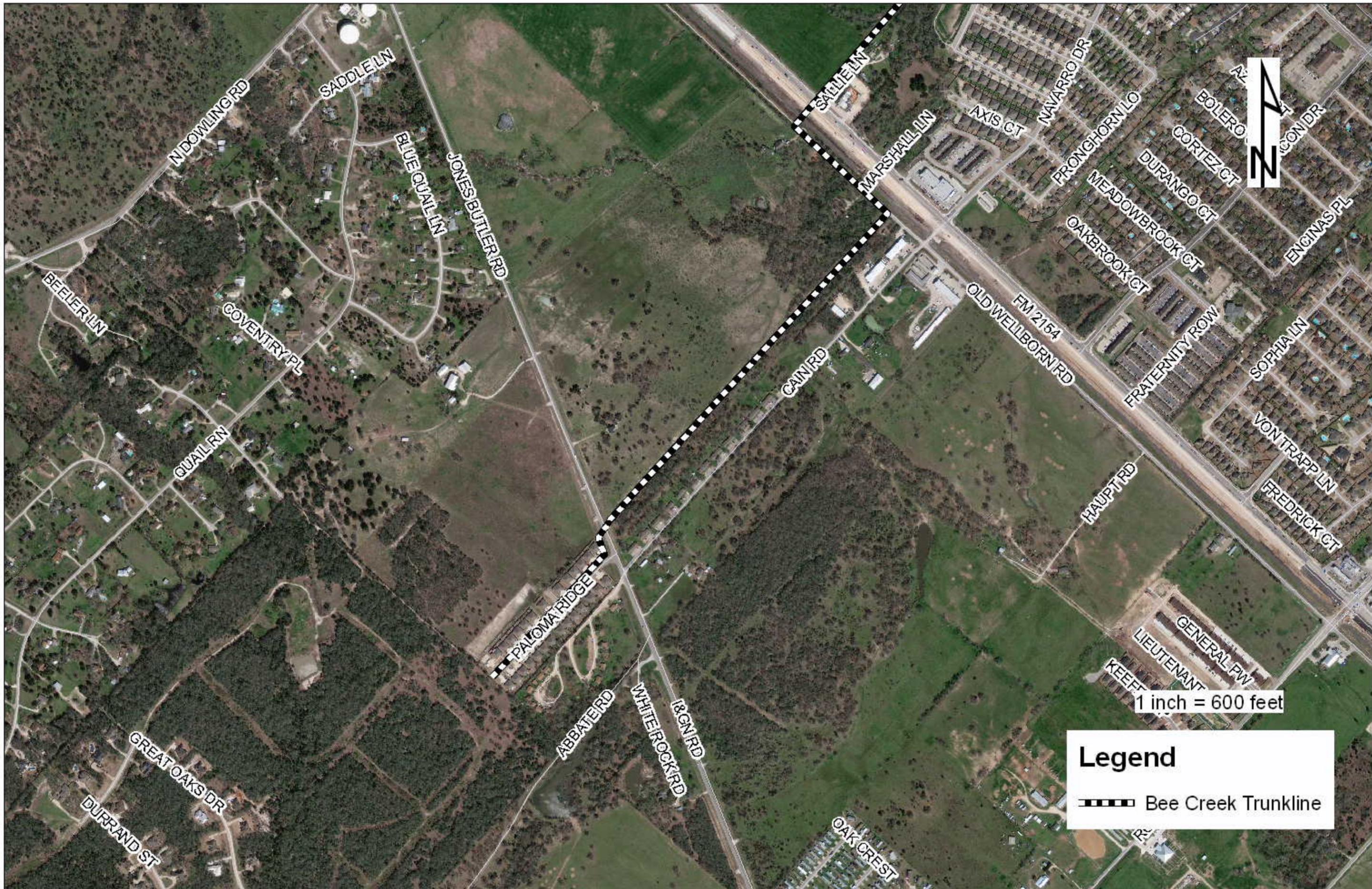
City Attorney

Bee Creek Project Location Map (1 of 4)



Bee Creek Project Location Map (2 of 4)





1 inch = 600 feet

Legend

--- Bee Creek Trunkline

**November 10, 2011
Consent Agenda Item No. 2aa
Wolf Pen Creek Water Feature and Festival Area
Rejection of Request for Proposal No. 11-35**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding rejection of Request for Proposal No. 11-35 for the Wolf Pen Creek Water Feature and Festival Area Project.

Relationship to Strategic Goals: Goal III, Diverse Growing Economy.

Recommendation(s): Staff recommends that RFP No. 11-35 be rejected.

Summary: On October 8, 2009 City Council approved a contract with Clark Condon Associates for the Wolf Pen Creek Water Feature and Festival Area Master Plan. The master plan identified the key elements of the project and narrowed and defined the scope of work for the project in order to proceed with a design contract.

On March 11, 2010 the City Council adopted the Wolf Pen Creek Water Feature and Festival Area Master Plan as an element of the Wolf Pen Creek Master Plan, and approved a design contract with Clark Condon Associates to develop detail drawings and technical specifications for the water feature and festival area.

On November 10, 2010 the City Council provided direction to staff to proceed with the advertisement for construction proposals. Proposals were received on February 24, 2011. All five of the proposals included a construction cost that exceeded the construction budget. Staff reviewed and ranked the proposals and concluded that the proposal submitted by Dudley Construction provided the best value to the City for this project. Staff worked with the design team to reduce the scope of the project and negotiated with the construction contractor to bring the project within the construction budget.

Due to legal and financial constraints associated with the fund balance in the TIF at the expiration of the TIF, staff is recommending that the proposals be rejected.

Budget & Financial Summary: This project was to be funded from the Wolf Pen Creek TIF Fund in the amount of \$3,500,000.

Attachments: None

November 10, 2011
Consent Agenda Item No. 2bb
Green College Station Citizens Task Force Charge and Dissolution

To: David Neeley, City Manager

From: City Manager's Office

Agenda Caption: Presentation, possible action, and discussion regarding the charge and possible dissolution of the Green College Station Citizens Task Force.

Recommendation: Staff recommends that the Council dissolve the Green College Station Citizens Task Force.

Summary: The City Council passed Resolution 1-28-08-2o on January 24, 2008 approving the Green College Station Policy which created the Green College Station Citizens Task Force. The Task Force was charged to support the City Manager's efforts to develop the Green College Station Action Plan which would address energy efficiency and renewable energy, air quality, water conservation, protection of green areas, green building practices and green house gas emission reduction.

Since that time, the Task Force has expressed a difference in views and focus that goes beyond the stated charge given to it by the Council. Therefore, staff is asking the Council to dissolve the Task Force and thank the Task Force members for their efforts.

Staff remains committed to sustainability efforts and to the completion and ultimate implementation of the Green College Station Action Plan, which will be presented to the Council upon completion.

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution 1-28-08-2o
- 2) Resolution

RESOLUTION NO. 1-24-08-2o

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING GREEN COLLEGE STATION POLICY.

WHEREAS, Sustainability and resource conservation has become a constant on the local government landscape; and

WHEREAS, Sustainability and conservation of resources has a direct connection to the quality of life in the community; and

WHEREAS, Viewing sustainability holistically, cities can account for real savings in terms of deferring capital and operating costs; and

WHEREAS, many cities throughout the nation, both large and small, are adopting sustainability and resource conservation programs; and

WHEREAS, the City Council of College Station, Texas has expressed a strong desire to address sustainability issues, resource conservation, and reduction of the carbon footprint through the establishment of clear policy and the development of GREEN COLLEGE STATION ACTION PLAN; and

WHEREAS, the City Council of the City of College Station, Texas, has been briefed on the proposed GREEN COLLEGE STATION INITIATIVE; now, therefore,

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

PART 1: That the City Council hereby establishes GREEN COLLEGE STATION policy statement as follows: College Station is committed to being a leader in resource conservation and protection of our environment. GREEN COLLEGE STATION will express the City's commitment to achieve resource conservation and sustainability over the long-term. It is recognized there are four interdependent elements to the quality of life aspects of sustainability: (a) balancing environmental stewardship; (b) economic development; (c) social equity; and (d) financial and organizational viability. College Station City Manager is directed to develop the GREEN COLLEGE STATION ACTION PLAN for Council approval to direct the City's efforts to implement its green strategies..

PART 2: That the City Council hereby authorizes the Mayor to sign and submit to the US Conference of Mayors – the US Conference of Mayors Climate Protection Agreement on behalf of the City of College Station (attachment 1).

PART 3: That the City Council recognizes the need to engage a broad cross section of the community in the GREEN COLLEGE STATION INITIATIVE, the Council will appoint a seven (7) member task force to support the City Manager's efforts to develop the GREEN COLLEGE STATION ACTION

PLAN; The City Manager will provide for broad community education, input, and comments on the proposed GREEN COLLEGE STATION ACTION PLAN prior to submission to Council for consideration.

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

ADOPTED this 24th day of January, A.D. 2008.

ATTEST:



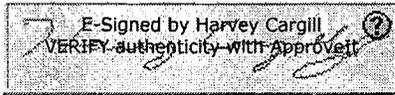
City Secretary

APPROVED:



MAYOR

APPROVED:



City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DISSOLVING THE GREEN COLLEGE STATION CITIZENS TASK FORCE.

WHEREAS, The Green College Station Citizens Task Force was created by Resolution 1-28-08-2o on January 24, 2008 in order to assist the City Manager's efforts to develop the Green College Station Action Plan; and

WHEREAS, The City Council remains committed to sustainability efforts and supports the completion of the Green College Station Action Plan by City staff; now, therefore

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

PART 1: That the City Council hereby dissolves the Green College Station Citizens Task Force and wishes to thank its members for their services.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A. Robinson
City Attorney

November 10, 2011
Regular Agenda Item No. 1
Rezoning for 2041 Holleman Drive West

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 1.217 acres located at 2041 Holleman Drive West, more generally located on the northeast corner of the intersection with Harvey Mitchell Parkway, from R-4 Multi-Family to C-1 General Commercial.

Recommendation(s): The Planning and Zoning Commission considered this item at their October 20, 2011 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

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 tract as Urban and is located within Growth Area VI. This Urban Growth Area is described by the Comprehensive Plan as an area "for intense land use activities including general commercial, office uses, townhomes, high-density apartments, and vertical mixed-use." Commercial uses are an appropriate consideration for this area of the City given the tract's location at the intersection of two major thoroughfares, Harvey Mitchell Parkway (Freeway) and Holleman Drive West (4-lane Major Collector).
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property across Holleman Drive West is developed as a convenience store with a fueling station and other commercial uses as would be permitted by this request. The adjacent properties on the east side of Holleman Drive West are zoned and developed for multi-family uses. The development of commercial uses on the subject tract would require the installation a buffer yard along the property lines of the adjacent multi-family developments.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed request would allow the development of commercial and/or retail uses at the intersection of two major thoroughfares, Harvey Mitchell Parkway and Holleman Drive West. In general, the area is largely developed with multi-family uses and few non-residential uses so the proposed request would provide additional commercial opportunities to serve this portion of the City.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract is currently zoned R-4 Multi-Family. The adjacent properties are already

developed with multi-family uses and this tract could develop in a similar fashion. The configuration, scale, and location of the subject tract, however, make the development of multi-family uses less suitable.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract was not included in the development of the adjacent multi-family and is less marketable for multi-family uses due to its limited size.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is adjacent to an 8-inch water main along Holleman Drive West that with platting will be required to be extended along the western and southern property lines. There is also a 15-inch sanitary sewer line available to serve this tract. Drainage is mainly to the west within the Bee Creek Drainage Basin. All drainage and utilities infrastructure shall be designed in accordance with BCS Unified Design Guidelines at the time of platting and site development. The tract is adjacent to Harvey Mitchell Parkway, a Freeway on the Thoroughfare Plan, and Holleman Drive West, a 4-Lane Major Collector. Right-of-way dedication will be required on Holleman Drive West when the tract is platted.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – October 20, 2011
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 20, 2011
Advertised Council Hearing Date: November 10, 2011

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

None

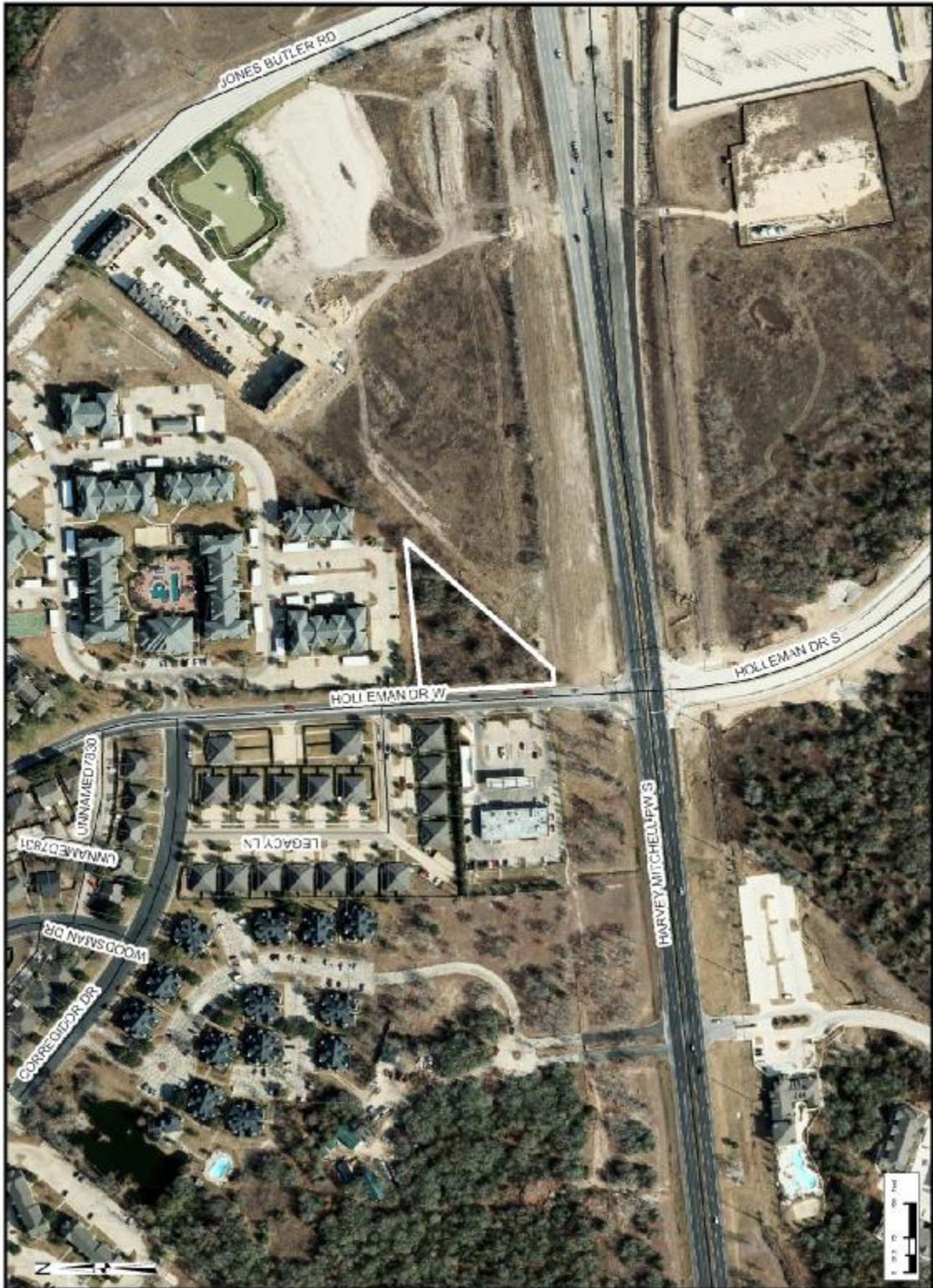
Property owner notices mailed: Five
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: Two

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	R-4 Multi-Family	Multi-family
South (across Harvey Mitchell Parkway, freeway)	Urban	PDD Planned Development District	Vacant
East	Urban	R-4 Multi-Family	Developing multi-family
West (across Holleman Drive West, major collector)	Urban	PDD-B Planned Development District – Business R-2 Duplex	Convenience store with fueling station Duplexes

DEVELOPMENT HISTORY

Annexation: 1970
Zoning: R-4 Multi-Family (2003, the R-5 district consolidated with R-4); R-5 Apartment Medium Density (1999); R-1 Single-Family Residential (upon annexation)
Final Plat: Not platted
Site development: Vacant



REZONING
Case: 11-136

FM 2818 & HOLLEMAN DR

DEVELOPMENT REVIEW



**DRAFT MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
October 20, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas**

COMMISSIONERS PRESENT: Chairman Mike Ashfield, Bo Miles, Craig Hall, Jerome Rektorik, Jim Ross, and James Benham

COMMISSIONERS ABSENT: Jodi Warner

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Joe Guerra, Alan Gibbs, Erika Bridges, Jason Schubert, Jennifer Prochazka, Morgan Hester, Matt Robinson, Lauren Hovde, Venessa Garza, Adam Falco, Brittany Caldwell, and Jordan Wood

1. Call meeting to order.

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

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a rezoning request for 1.217 acres located at 2041 Holleman Drive West at the intersection of Harvey Mitchell Parkway from R-4 Multi-Family to C-1 General Commercial. **Case # 11-00500136 (JS) (Note: Final action on this item is scheduled for the November 10, 2011 City Council Meeting – subject to change)**

Principal Planner Schubert presented the rezoning and recommended approval.

Jesse Durden, spoke on behalf of the applicant and stated that the rezoning was appropriate at the conjunction of two major thoroughfares.

Don Jones, agent for owner, stated that there was a lack of retail in the area and this rezoning would allow for more retail.

Commissioner Ashfield opened the public hearing.

No one spoke during the public hearing.

Commissioner Ashfield closed the public hearing.

Commissioner Ross motioned to recommend approval. Commissioner Benham seconded the motion, motion passed (6-0).

11. Adjourn.

The meeting was adjourned at 10:24 p.m.

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 10th day of November, 2011

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 1.217-acre tract is rezoned from R-4 Multi-Family to C-1 General Commercial:

**METES AND BOUNDS DESCRIPTION
OF A
1.217 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE REMAINDER OF A CALLED 58.30 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ARAPAHO, LTD. RECORDED IN VOLUME 354, PAGE 416 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF HOLLEMAN DRIVE W. (60' R.O.W.) MARKING THE SOUTHWEST CORNER OF LOT 2, BLOCK "A", HOLLEMAN VILLAGE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 3613, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 84° 34' 31" E ALONG THE SOUTH LINE OF SAID LOT 2 FOR A DISTANCE OF 332.14 FEET TO A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 1R, BLOCK 1, LAKERIDGE SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 9789, PAGE 192 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE: S 41° 27' 41" W ALONG THE NORTHWEST LINE OF SAID LOT 1R FOR A DISTANCE OF 425.38 FEET TO A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF HARVEY MITCHELL PARKWAY – FM 2818 (R.O.W. VARIES) MARKING THE WEST CORNER OF SAID LOT 1R;

THENCE: S 85° 46' 27" W ALONG THE NORTH LINE OF HARVEY MITCHELL PARKWAY FOR A DISTANCE OF 32.59 FEET TO A ½ INCH IRON ROD FOUND ON THE EAST LINE OF HOLLEMAN DRIVE W.;

THENCE: N 03° 15' 28" W ALONG THE EAST LINE OF HOLLEMAN DRIVE W. FOR A DISTANCE OF 290.25 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.217 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JUNE, 2011. SEE PLAT PREPARED JUNE, 2011 FOR MORE DESCRIPTIVE INFORMATION. BEARING ORIENTATION SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/11-328.MAB

**November 10, 2011
Regular Agenda Item No. 2
Rezoning for 6100 Victoria Avenue**

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.86 acres located at 6100 Victoria Avenue, and more generally located west of the Castlegate Subdivision, from A-O Agricultural Open to R-1 Single-Family Residential and R-1B Single-Family Residential.

Recommendation(s): The Planning and Zoning Commission considered this item at their October 20, 2011 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

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 Future Land Use and Character Map designates the subject tracts as Natural Areas-Protected, which is generally used to designate areas that are permanently protected from development. These areas are preserved for their natural function or for parks, recreation, or greenways opportunities. However, the subject tracts are part of the larger 202-acre development that has been preliminary platted and in the process of being developed. As such, parkland dedication, common areas, and open space for the subdivision have already been planned. Surrounding property is designated Restricted Suburban on the Future Land Use and Character Map and the proposed R-1 Single-Family Residential and R-1B Single-Family Residential zoning districts are consistent with the development currently underway as well the designated Future Land Use.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject tracts are currently zoned A-O Agricultural Open and are generally surrounded by property zoned and/or developed for single-family uses. This includes the existing Castlegate Subdivision to the east and the developing Castlegate II subdivision to the north, south, and west. The proposed rezoning is compatible to nearby properties on the basis of use and character as the proposal consists of medium density single-family residential uses amongst existing and planned medium density single-family residences.
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 tracts are located along four right-of-ways, with potential access being taken from two local residential streets. The proposed rezoning includes medium density single-family residential uses, which is suitable for the subject tracts based on there location and proximity to existing and developing single-family residential uses. Additionally, the

rezoning excludes all portions of FEMA-identified floodplain except for a small portion that is intended to be utilized as part of a larger common area for the subdivision. A retention/detention facility, which is to remain common area, will be located to the rear of the property proposed to have an R-1B designation.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tracts are currently zoned A-O Agricultural Open. Permitted uses in the A-O zoning district include low density residential, agricultural, or open space uses and are generally compatible with residential development. The uses permitted in the A-O district are generally less intense, generate less traffic, and have lower utility demands than the proposed medium density single-family 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:** The subject tracts are currently zoned A-O Agricultural Open, which limits potential development to agricultural, low-intensity residential, or open space uses. Surrounding property is currently developed or in the process of being developed for medium density single-family residential uses. The applicant desires to increase the marketability and development potential of the subject tracts with the proposed rezoning.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tracts are located adjacent to an 8-inch water and 8-inch sanitary sewer system. The subject tract is located in the Spring Creek Drainage Basin. The subject tract is encroached by the 100-yr FloodPlain, FEMA Regulated Special Flood Hazard Area Zone AE per FEMA FIRM Panel 205 D. The developer's engineer has demonstrated that the floodplain is contained within the development's retention/detention facility, which is to remain as common area for the subdivision and is not being considered as part of this rezoning. The subject tracts are located adjacent to future streets identified as WS Phillips Parkway (major collector avenue), Victoria Avenue (major collector avenue), Norwich Drive (local residential street), and Odell Lane (local residential street).

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – October 20, 2011
4. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 20, 2011
Advertised Council Hearing Dates: November 10, 2011

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:

Castlegate HOA
Gardens at Castlegate HOA

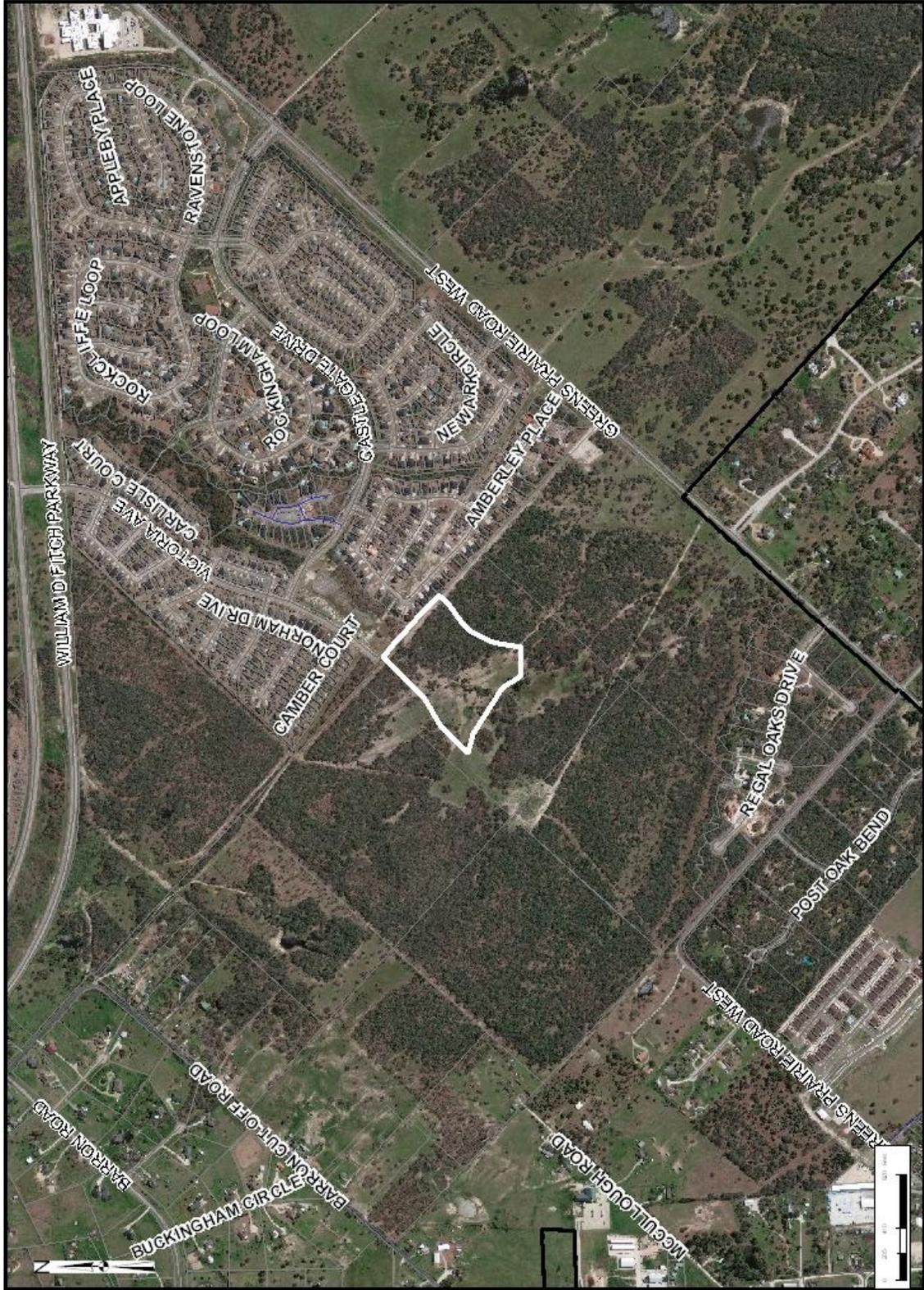
Property owner notices mailed: 17
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: 4

ADJACENT LAND USES

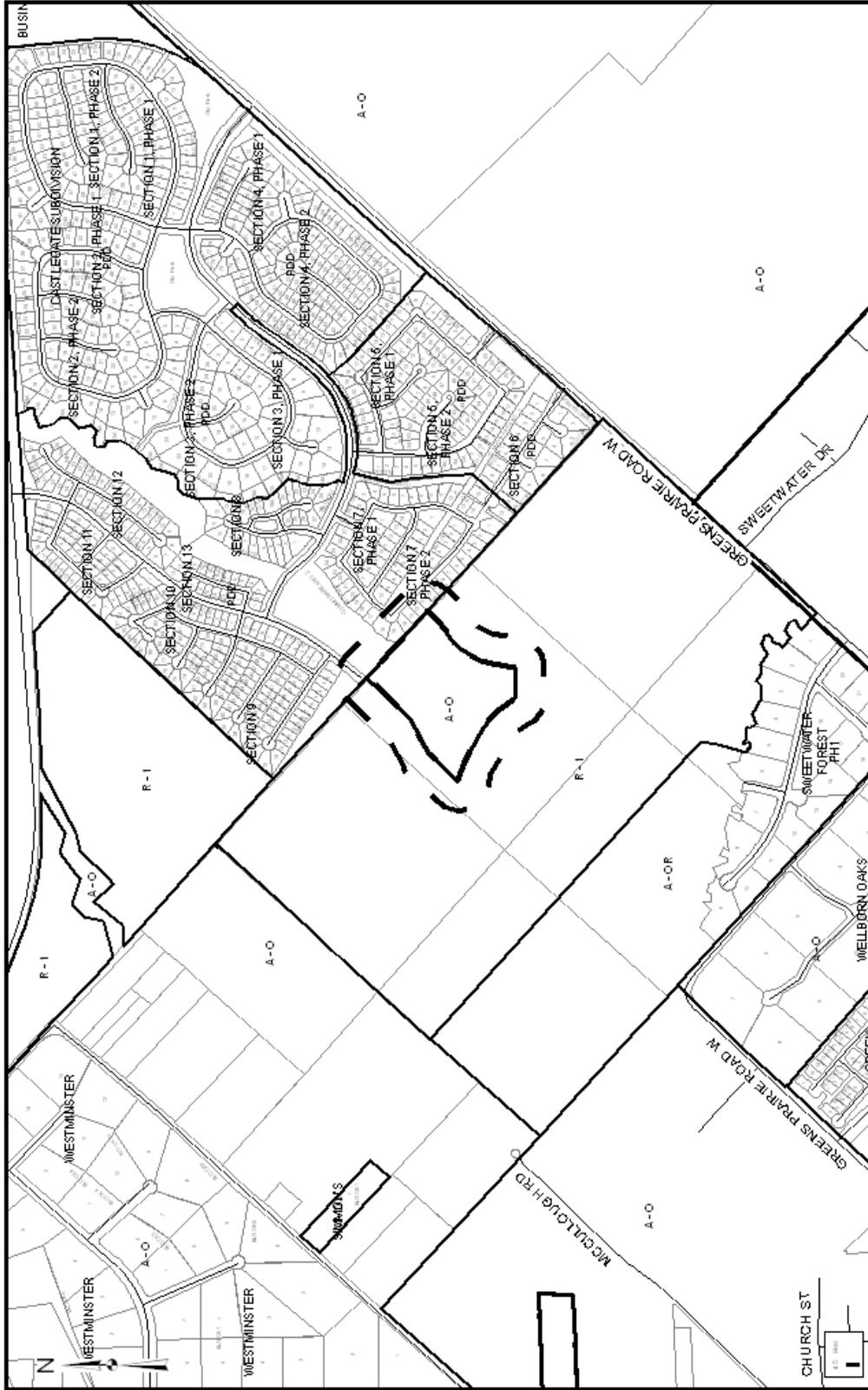
Direction	Comprehensive Plan	Zoning	Land Use
North	Restricted Suburban	R-1, Single-Family Residential	Vacant
South	Restricted Suburban	R-1, Single-Family Residential	Vacant
East	Restricted Suburban	PDD, Planned Development District	Single-family (Castlegate Subdivision)
West	Restricted Suburban	R-1, Single-Family Residential	Vacant

DEVELOPMENT HISTORY

Annexation: 1995
Zoning: A-O Agricultural Open (upon annexation)
Final Plat: Not currently platted. A preliminary plat was approved in 2011 (Castlegate II Subdivision).
Site development: First phase of subdivision is currently under development.



<p>REZONING</p>	<p>Case: 11-125</p>	<p>CASTLEGATE II</p>
<p>DEVELOPMENT REVIEW</p>		



Zoning Districts

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

	DEVELOPMENT REVIEW	CASTLEGATE II	REZONING
Case:		11-125	

**DRAFT MINUTES
PLANNING & ZONING COMMISSION
Regular Meeting
October 20, 2011, 7:00 p.m.
City Hall Council Chambers
College Station, Texas**

COMMISSIONERS PRESENT: Chairman Mike Ashfield, Bo Miles, Craig Hall, Jerome Rektorik, Jim Ross, and James Benham

COMMISSIONERS ABSENT: Jodi Warner

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Bob Cowell, Lance Simms, Molly Hitchcock, Joe Guerra, Alan Gibbs, Erika Bridges, Jason Schubert, Jennifer Prochazka, Morgan Hester, Matt Robinson, Lauren Hovde, Venessa Garza, Adam Falco, Brittany Caldwell, and Jordan Wood

1. Call meeting to order.

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

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a rezoning request for 1.217 acres located at 2041 Holleman Drive West at the intersection of Harvey Mitchell Parkway from R-4 Multi-Family to C-1 General Commercial. **Case # 11-00500136 (JS) (Note: Final action on this item is scheduled for the November 10, 2011 City Council Meeting – subject to change)**

Principal Planner Schubert presented the rezoning and recommended approval.

Jesse Durden, spoke on behalf of the applicant and stated that the rezoning was appropriate at the conjunction of two major thoroughfares.

Don Jones, agent for owner, stated that there was a lack of retail in the area and this rezoning would allow for more retail.

Commissioner Ashfield opened the public hearing.

No one spoke during the public hearing.

Commissioner Ashfield closed the public hearing.

Commissioner Ross motioned to recommend approval. Commissioner Benham seconded the motion, motion passed (6-0).

11. Adjourn.

The meeting was adjourned at 10:24 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" through "E" attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 10th day of November, 2011

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

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

The following properties are rezoned from A-O Agricultural-Open to R-1 Single Family Residential:

Tract #1
0.15 Acre Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C", AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "E".

Tract #2
366 Square Foot Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C", AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "E".

EXHIBIT "A" CONTINUED

Tract #3
0.18 Acre Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C", AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "E".

Tract #4
2.00 Acre Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C", AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "E".

EXHIBIT "B"

The following properties are rezoned from A-O Agricultural-Open to R-1B Single Family Residential:

Tract #4
4.52 Acre Tract
Robert Stevenson League, A-54
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "D", AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "E".

EXHIBIT "C"

**METES AND BOUNDS DESCRIPTION
OF A
0.15 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 75.075 ACRE TRACT AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 6985, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 202.655 ACRE TRACT AND THE EAST CORNER OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES C. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND SAID 75.07 ACRE TRACT, AT 575.64 FEET PASS A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF CASTLEGATE SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 2185.56 FEET TO A POINT ON THE COMMON LINE OF SAID 202.65 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8369, PAGE 131 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 2, FOR A DISTANCE OF 36.69 FEET TO THE EAST CORNER OF SAID 14.52 ACRE TRACT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT NEAR THE NORTHWEST LINE OF GREENS PRAIRIE ROAD BEARS: S 48° 03' 31" E FOR A DISTANCE OF 1930.25 FEET;

THENCE: S 41° 56' 36" W THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID 14.52 ACRE TRACT FOR A DISTANCE OF 80.22 FEET;

THENCE: S 53° 09' 15" W CONTINUING THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID 14.52 ACRE TRACT FOR A DISTANCE OF 188.65 FEET TO THE PROPOSED NORTHWEST LINE OF ODELL LANE (PROPOSED 50' R.O.W.);

THENCE: N 41° 56' 29" E CONTINUING THROUGH SAID 202.655 ACRE TRACT AND THROUGH SAID 14.52 ACRE TRACT AND ALONG THE PROPOSED NORTHWEST LINE OF ODELL LANE FOR A DISTANCE OF 265.27 FEET TO THE POINT OF BEGINNING CONTAINING 0.15 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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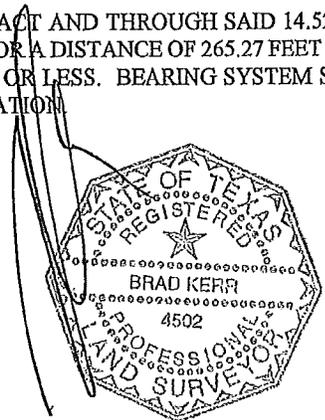


EXHIBIT "C" CONTINUED

**METES AND BOUNDS DESCRIPTION
OF A
366 SQUARE FOOT TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 75.075 ACRE TRACT AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 6985, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 202.655 ACRE TRACT AND THE EAST CORNER OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES C. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND SAID 75.07 ACRE TRACT, AT 575.64 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF CASTLEGATE SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 2222.25 FEET TO A POINT ON THE COMMON LINE OF SAID 202.65 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8369, PAGE 131 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE MOST EASTERLY CORNER OF SAID 14.52 ACRE TRACT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT NEAR THE NORTHWEST LINE OF GREENS PRAIRIE ROAD BEARS: S 48° 03' 31" E FOR A DISTANCE OF 1930.25 FEET;

THENCE: THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINES OF SAID 14.52 ACRE TRACT FOR THE FOLLOWING CALLS:

S 41° 56' 36" W FOR A DISTANCE OF 80.22 FEET;

S 53° 09' 15" W FOR A DISTANCE OF 228.46 FEET;

S 37° 23' 27" W FOR A DISTANCE OF 78.34 FEET;

S 27° 40' 39" W FOR A DISTANCE OF 8.09 FEET TO A POINT OF INTERSECTION WITH THE PROPOSED NORTHWEST LINE OF ODELL LANE (PROPOSED 50' R.O.W.) MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 27° 40' 39" W CONTINUING THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINE OF SAID 14.52 ACRE TRACT FOR A DISTANCE OF 117.56 FEET TO ANOTHER POINT OF INTERSECTION WITH THE PROPOSED NORTHWEST LINE OF ODELL LANE;

EXHIBIT "C" CONTINUED

THENCE: N 22° 14' 42" E CONTINUING THROUGH SAID 202.655 ACRE TRACT AND THROUGH SAID 14.52 ACRE TRACT AND ALONG THE PROPOSED NORTHWEST LINE OF ODELL LANE FOR A DISTANCE OF 39.59 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 275.00 FEET;

THENCE: CONTINUING THROUGH SAID 202.655 ACRE TRACT AND SAID 14.52 ACRE TRACT AND ALONG THE PROPOSED NORTHWEST LINE OF ODELL LANE THROUGH A CENTRAL ANGLE OF 16° 21' 25" FOR AN ARC DISTANCE OF 78.51 FEET (CHORD BEARS: N 30° 25' 24" E - 78.24 FEET) TO THE **POINT OF BEGINNING** CONTAINING 366 SQUARE FEET OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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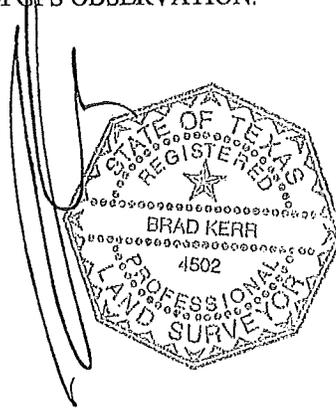


EXHIBIT "C" CONTINUED

**METES AND BOUNDS DESCRIPTION
OF A
0.18 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 75.075 ACRE TRACT AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 6985, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 202.655 ACRE TRACT AND THE EAST CORNER OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES C. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND SAID 75.07 ACRE TRACT, AT 575.64 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF CASTLEGATE SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 2222.25 FEET TO A POINT ON THE COMMON LINE OF SAID 202.65 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8369, PAGE 131 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE MOST EASTERLY CORNER OF SAID 14.52 ACRE TRACT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT NEAR THE NORTHWEST LINE OF GREENS PRAIRIE ROAD BEARS: S 48° 03' 31" E FOR A DISTANCE OF 1930.25 FEET;

THENCE: THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINES OF SAID 14.52 ACRE TRACT FOR THE FOLLOWING CALLS:

S 41° 56' 36" W FOR A DISTANCE OF 80.22 FEET;

S 53° 09' 15" W FOR A DISTANCE OF 228.46 FEET;

S 37° 23' 27" W FOR A DISTANCE OF 78.34 FEET;

S 27° 40' 39" W FOR A DISTANCE OF 151.32 FEET;

S 17° 40' 39" W FOR A DISTANCE OF 30.52 FEET TO A POINT OF INTERSECTION WITH THE PROPOSED NORTHWEST LINE OF ODELL LANE (PROPOSED 50' R.O.W.) MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: CONTINUING THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHEAST LINES OF SAID 14.52 ACRE TRACT FOR THE FOLLOWING CALLS:

EXHIBIT "C" CONTINUED

S 17° 40' 39" W FOR A DISTANCE OF 51.10 FEET;

S 07° 40' 39" W FOR A DISTANCE OF 172.61 FEET;

N 89° 38' 30" W, NOW FOLLOWING A SOUTH LINE OF SAID 14.52 ACRE TRACT, FOR A DISTANCE OF 103.15 FEET TO A POINT OF INTERSECTION WITH THE PROPOSED NORTHWEST LINE OF ODELL LANE;

THENCE: CONTINUING THROUGH SAID 202.655 ACRE TRACT AND THROUGH SAID 14.52 ACRE TRACT AND ALONG THE PROPOSED NORTHWEST LINE OF ODELL LANE FOR THE FOLLOWING CALLS:

N 41° 56' 29" E FOR A DISTANCE OF 104.03 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 225.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 41' 47" FOR AN ARC DISTANCE OF 77.35 FEET (CHORD BEARS: N 32° 05' 35" E - 76.97 FEET) TO THE END OF SAID CURVE;

N 22° 14' 42" E FOR A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING CONTAINING 0.18 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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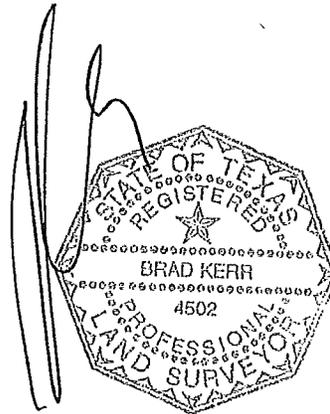


EXHIBIT "C" CONTINUED

**METES AND BOUNDS DESCRIPTION
OF A
2.00 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 75.078 ACRE TRACT AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 6985, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 202.655 ACRE TRACT AND THE EAST CORNER OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES C. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND SAID 75.07 ACRE TRACT, AT 575.64 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF CASTLEGATE SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 1566.88 FEET TO A POINT AT THE PLATTED END OF VICTORIA AVENUE (EXISTING 70' R.O.W.) MARKING THE NORTH CORNER OF SAID 14.52 ACRE TRACT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 48° 03' 31" E ALONG THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT AND ACROSS THE END OF VICTORIA AVENUE FOR A DISTANCE OF 65.71 FEET TO A POINT ON THE COMMON LINE OF SAID 202.655 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 7812, PAGE 265 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT NEAR THE NORTHWEST LINE OF GREENS PRAIRIE ROAD BEARS: S 48° 03' 31" E FOR A DISTANCE OF 2519.91 FEET;

THENCE: THROUGH SAID 202.655 ACRE TRACT AND SAID 14.52 ACRE TRACT AND ALONG THE PROPOSED SOUTHEAST LINE (AND THE EXTENSION THEREOF) OF VICTORIA AVENUE (PROPOSED 77' R.O.W.) AND THE PROPOSED NORTHEASTERLY LINES OF NORWICH DRIVE (PROPOSED 50' R.O.W.) FOR THE FOLLOWING CALLS:

S 41° 56' 29" W FOR A DISTANCE OF 320.62 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 613.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 25' 27" FOR AN ARC DISTANCE OF 197.28 FEET (CHORD BEARS: S 51° 09' 12" W – 196.43 FEET) TO THE END OF SAID CURVE;

S 60° 21' 56" W FOR A DISTANCE OF 130.36 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 536.50 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 42' 54" FOR AN ARC DISTANCE OF 137.79 FEET (CHORD BEARS: S 53° 00' 29" W – 137.41 FEET) TO THE END OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 42' 18" FOR AN ARC DISTANCE OF 40.89 FEET (CHORD BEARS: S 01° 12' 07" E – 36.48 FEET) TO THE END OF SAID CURVE;

EXHIBIT "C" CONTINUED

S 48° 03' 16" E FOR A DISTANCE OF 18.31 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 75.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 28' 53" FOR AN ARC DISTANCE OF 37.28 FEET (CHORD BEARS: S 33° 48' 49" E - 36.90 FEET) TO THE END OF SAID CURVE;

S 19° 34' 22" E FOR A DISTANCE OF 164.13 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 125.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 18' 51" FOR AN ARC DISTANCE OF 22.50 FEET (CHORD BEARS: S 24° 43' 48" E - 22.47 FEET) TO A POINT ON THE SOUTHWEST LINE OF SAID 14.52 ACRE TRACT;

THENCE: CONTINUING THROUGH SAID 202.655 ACRE TRACT AND ALONG THE SOUTHWEST AND NORTHWEST LINES OF SAID 14.52 ACRE TRACT FOR THE FOLLOWING CALLS:

N 59° 46' 26" W FOR A DISTANCE OF 180.32 FEET;

N 73° 52' 22" W FOR A DISTANCE OF 148.84 FEET;

N 41° 56' 33" E FOR A DISTANCE OF 287.21 FEET;

N 60° 21' 56" E FOR A DISTANCE OF 316.21 FEET;

N 41° 56' 33" E FOR A DISTANCE OF 410.17 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.00 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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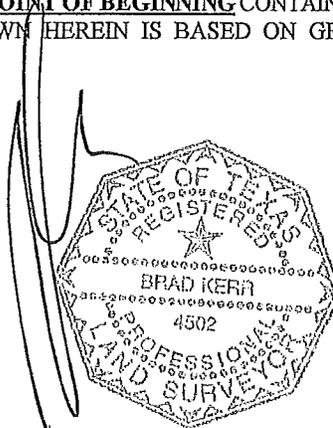


EXHIBIT "D" CONTINUED

**METES AND BOUNDS DESCRIPTION
OF A
4.52 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 202.655 ACRE TRACT AS DESCRIBED BY A DEED TO DOS DORADO DEVELOPMENT, LLC, RECORDED IN VOLUME 9656, PAGE 213 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.52 ACRE TRACT CURRENTLY ZONED "A-O" PER CITY OF COLLEGE STATION ORDINANCE NO. 3012, SAID 14.52 ACRE TRACT BEING A PORTION OF SAID 202.655 ACRE TRACT.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 75.07S ACRE TRACT AS DESCRIBED BY A DEED TO BCS DEVELOPMENT CO. RECORDED IN VOLUME 6985, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 202.655 ACRE TRACT AND THE EAST CORNER OF A CALLED 29.405 ACRE TRACT AS DESCRIBED BY A DEED TO THE AGNES C. BAKER REVOCABLE LIVING TRUST RECORDED IN VOLUME 2488, PAGE 64 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND SAID 75.07 ACRE TRACT, AT 575.64 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF CASTLEGATE SUBDIVISION, SECTION 9, ACCORDING TO THE PLAT RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 1961.90 FEET TO A POINT ON THE COMMON LINE OF SAID 202.65 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 7812, PAGE 265 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 48° 03' 31" E ALONG THE COMMON LINE OF SAID 202.655 ACRE TRACT AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 1 AND CASTLEGATE SUBDIVISION, SECTION 7, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 8369, PAGE 131 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 223.22 FEET TO A POINT MARKING THE EXTENSION OF THE NORTHWEST LINE OF ODELL LANE (PROPOSED 50' R.O.W.) AND THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF SAID 202.655 ACRE TRACT NEAR THE NORTHWEST LINE OF GREENS PRAIRIE ROAD BEARS: S 48° 03' 31" E FOR A DISTANCE OF 1966.94 FEET;

THENCE: THROUGH SAID 202.655 ACRE TRACT AND ALONG THE PROPOSED NORTHWEST LINE OF ODELL LANE (AND THE EXTENSION THEREOF) AND THE PROPOSED NORTHEAST LINE OF NORWICH DRIVE (PROPOSED 50' R.O.W.) FOR THE FOLLOWING CALLS:

S 41° 56' 29" W FOR A DISTANCE OF 374.23 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 275.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 41' 47" FOR AN ARC DISTANCE OF 94.54 FEET (CHORD BEARS: S 32° 05' 35" W - 94.07 FEET) TO THE END OF SAID CURVE;

S 22° 14' 42" W FOR A DISTANCE OF 178.24 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 225.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 41' 47" FOR AN ARC DISTANCE OF 77.35 FEET (CHORD BEARS: S 32° 05' 35" W - 76.97 FEET) TO THE END OF SAID CURVE;

S 41° 56' 29" W FOR A DISTANCE OF 166.61 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A

EXHIBIT "D" CONTINUED

RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: S 86° 56' 29" W – 35.36 FEET) TO THE END OF SAID CURVE;

N 48° 03' 31" W FOR A DISTANCE OF 433.43 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 125.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 48' 46" FOR AN ARC DISTANCE OF 58.50 FEET (CHORD BEARS: N 34° 39' 08" W – 57.96 FEET) TO A POINT;

THENCE: CONTINUING THROUGH SAID 202.655 ACRE TRACT AND SAID 14.52 ACRE TRACT FOR THE FOLLOWING CALLS:

N 90° 00' 00" E FOR A DISTANCE OF 69.24 FEET;

N 79° 23' 29" E FOR A DISTANCE OF 58.51 FEET;

S 70° 13' 14" E FOR A DISTANCE OF 95.49 FEET;

S 48° 23' 48" E FOR A DISTANCE OF 86.52 FEET;

S 40° 37' 53" E FOR A DISTANCE OF 33.12 FEET;

N 90° 00' 00" E FOR A DISTANCE OF 100.64 FEET;

N 70° 02' 11" E FOR A DISTANCE OF 42.07 FEET;

N 20° 14' 41" E FOR A DISTANCE OF 72.71 FEET;

N 12° 12' 47" E FOR A DISTANCE OF 135.93 FEET;

N 18° 27' 12" E FOR A DISTANCE OF 147.62 FEET;

N 25° 44' 02" E FOR A DISTANCE OF 107.62 FEET;

N 43° 03' 20" E FOR A DISTANCE OF 73.71 FEET;

N 59° 03' 47" E FOR A DISTANCE OF 62.86 FEET;

N 48° 23' 48" E FOR A DISTANCE OF 43.26 FEET;

N 15° 32' 23" E FOR A DISTANCE OF 65.06 FEET TO THE **POINT OF BEGINNING** CONTAINING 4.52 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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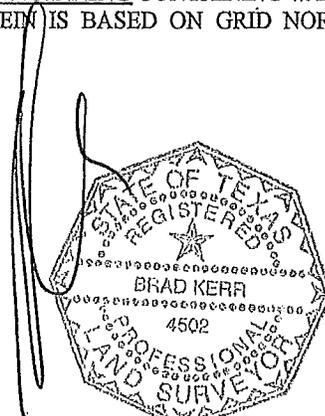
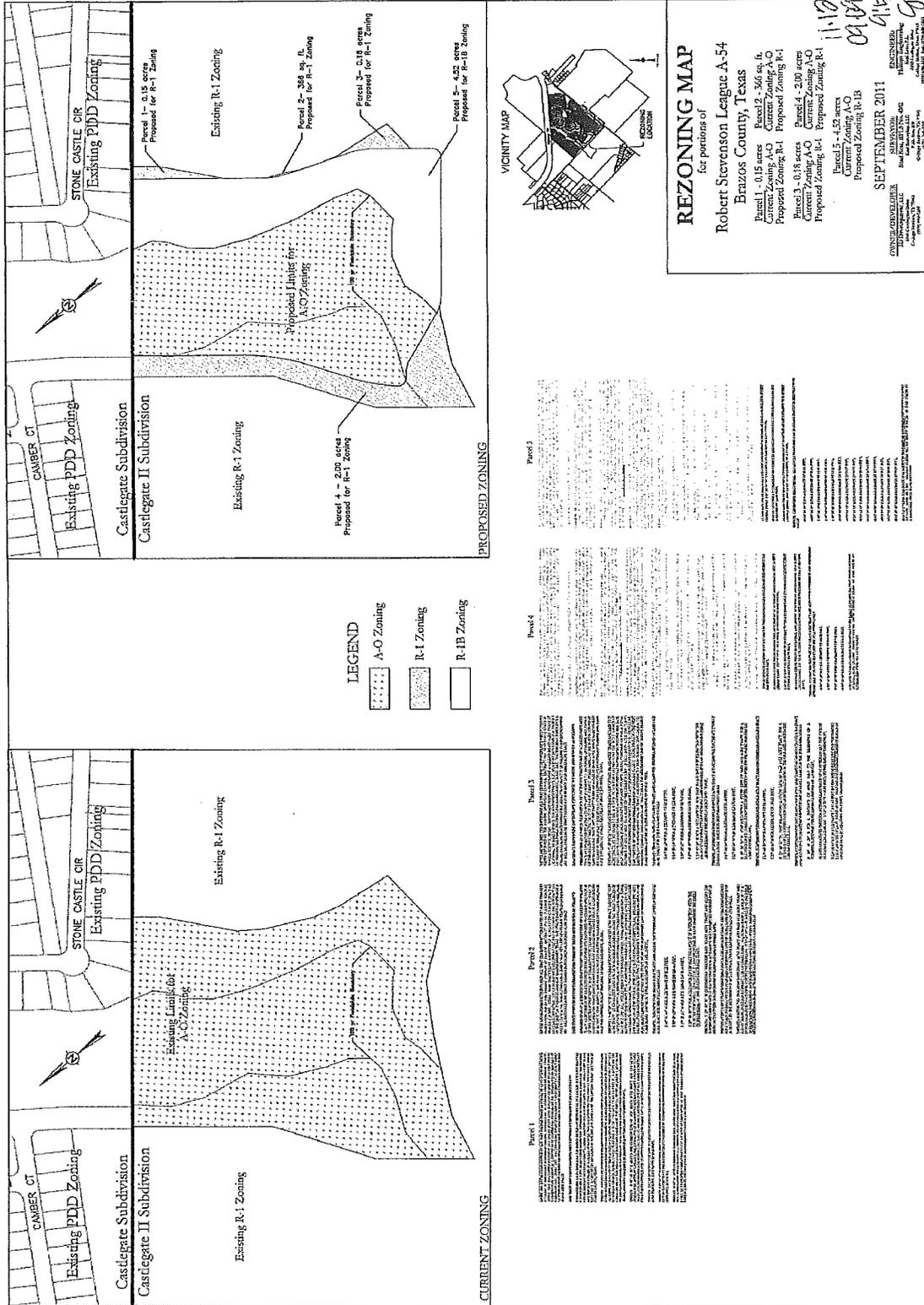


EXHIBIT "E"



**November 10, 2011
Regular Agenda Item No. 3
Board Appointment**

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion on appointments to the Brazos Valley Animal Shelter Board.

Background & Summary: At the October 27, 2011 Regular Council Meeting, the City Council accepted Judy LeUnes' letter of resignation.

Attachments:

1. Bylaws

Brazos Animal Shelter, Inc.
Bylaws

ARTICLE I – Title

Section 1.01. The name of the non-profit Corporation governed by these Bylaws is the Brazos Animal Shelter, Inc.

ARTICLE II – Legal Status

Section 2.01. The Corporation is organized under the Texas Non-Profit Corporation Act and other applicable Texas and Federal laws.

ARTICLE III – Purpose

Section 3.01. The purpose of the Corporation shall be to promote the health, safety, education and welfare of the citizens of the Cities of Bryan and College Station and of Brazos County, Texas, through the humane collection, care, treatment, detention and disposition of abandoned, stray, wild and diseased animals and such other exclusively charitable and education purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 as amended.

Additionally, the Corporation shall offer its service and support to the Cities of College Station and Bryan, Texas, and Brazos County, Texas, in fulfilling their obligations to collect, care for, and detain stray and abandoned animals within their jurisdiction, to provide rabies quarantine services, to administer the County licensing program, and to aid in support of litigation in animal cruelty cases.

In furtherance thereof, the Corporation may purchase or lease property and receive property by gift, devise or bequest, and invest and reinvest the same, and apply the income and principle thereof, as the Board of Directors may from time to time determine, either directly or through contributions to any charitable organization or organizations, exclusively for charitable or educational purposes.

In furtherance of its stated purposes, the Corporation shall have the general powers enumerated in Chapter 22 of the Texas Business Organization Code and all other relevant Texas statutes.

ARTICLE IV – Membership

Section 4.01. Membership. The Brazos Animal Shelter, Inc. shall have no members.

ARTICLE V – Board of Directors

Section 5.01. The Board of Directors will manage the corporate affairs of the Corporation.

Section 5.02. The Board of Directors shall consist of fifteen (15) voting members whose nomination and approval shall be conducted in the following manner:

- A. Three directors shall be appointed as follows:
 - (1) One citizen member appointed by the City Manager of the City of College Station who is not an employee, officer, or elected official of the City of College Station
 - (2) One citizen appointed by the City Manager of the City of Bryan who is not an employee, officer, or elected official of the City of Bryan
 - (3) One citizen appointed by the County Judge of Brazos County, Texas who is not an employee, officer, or elected official of Brazos County
- B. Three directors shall be appointed as follows:
 - (1) One citizen member appointed by the City Council of the City of College Station who may be an employee, officer, or elected official of the City of College Station
 - (2) One citizen appointed by the City Council of the City of Bryan who may be an employee, officer, or elected official of the City of Bryan
 - (3) One citizen appointed by the Commissioner’s Court of Brazos County, Texas who may be an employee, officer, or elected official of Brazos County
- C. Nine at-large directors shall be determined as provided below.

Section 5.03. At-Large Directors. The remaining nine directors of the Board of Directors shall serve two-year terms, with a maximum of three consecutive terms. At-large directors who have served three consecutive terms are eligible for re-election or reappointment to the Board

of Directors after they have been off the Board for at least one year. At-large directors of the Board of Directors will be appointed to the Board upon nomination by the Nominating Committee and election by a majority of the then-sitting Board. The Nominating Committee shall submit nominations to the Board for at-large director positions at the August meeting each year for those directors whose terms conclude on September 30 of that year. The Board of Directors shall vote on said nominations at the September meeting of each year and the terms of the officers elected to serve will commence on October 1 of each year. In the case of vacancies in the at-large director positions, the Nominating Committee shall submit nominations to the Board and the Board shall vote upon same as soon as is practical.

Section 5.04. Terms.

- A. The initial fifteen (15) person Board of Directors shall hold office as follows:
- (1) Each Director, whether appointed or at-large, shall serve for terms of two years commencing on the first day of October following election or appointment and ending the 30th day of September of the appropriate year, except as hereinafter provided. In order to provide staggered terms, the following members of the Board of Directors will initially serve a one-year term:
 - a. One of the Directors provided for in Section 5.02A;
 - b. One of the Directors proved for in Section 5.02B; and
 - c. Five of the at-large Directors provided for in Section 5.02C.
 - (2) No Director shall serve more than three (3) consecutive two-year (2) terms without a year off from the Board. A Director elected or appointed to an initial one-year term may serve three (3) two-year (2) terms prior to being required to take a year off from the Board.

Section 5.05. Qualifications of the Board of Directors. A member of the Board must reside or own property within Brazos County, Texas

Section 5.06. Meetings. Regular meetings of the Board of Directors shall be held at least monthly at a time and place to be fixed by resolution of the Board. Special Board meetings may be called by, or at the request of, the President or any two directors. The director(s) requesting a special meeting shall inform the Corporation's Secretary of the information to be included in the notice of the special meeting.

Section 5.07. Quorum. A quorum shall consist of two-thirds (2/3) of the acting Board members.

Section 5.08. Vote. The affirmative vote of a majority of Directors present shall be required to take any action, unless otherwise provided for in these Bylaws.

Section 5.09. Duties. It is the duty of the Board of Directors to plan, supervise and review the operations of the Corporation; to discover and analyze projects, plans and means of furthering the purposes of the Corporation and to select such projects, plans and means as it may deem worthy of implementation. The Board shall annually approve the budget submitted to it by the Executive Director of the Corporation for the expenditure of all funds anticipated to be available to it.

Directors will discharge their duties, including duties as committee members, in good faith, with ordinary care, and in the manner they reasonably believe to be in the Corporation's best interest. In this context, "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred upon directors, directors may, in good faith, rely on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A Director is not relying in good faith if they have knowledge concerning a matter in question that renders reliance unwarranted.

Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 5.10. Delegating Duties. The Board may select advisors and delegate duties and responsibilities to them, such as the power to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the Board deems appropriate. The directors shall have no liability for actions taken or omitted by the advisors if the Board acts in good faith and with ordinary care in selecting the advisor(s). The Board may remove or replace the advisor(s) at any time and without cause.

Section 5.11. Removal. The Board may vote to remove a director at any time, without cause, upon a vote of at least ten (10) members of the Board. The failure to attend three (3)

consecutive Board meetings or any four (4) regular meetings in one fiscal year shall cause the issue of removal to automatically be placed upon the agenda of the next succeeding meeting of the Board of Directors after the last infraction. Removal of a director for failure to attend Board meetings under this section requires good cause and a majority vote of the Board of Directors.

Section 5.12. Vacancies. Vacancies to the appointed position on the Board of Directors as specified in Sections 5.02A and 5.02B shall be filled by the appropriate appointing body. Vacancies occurring in the at-large director (Section 5.02C) positions shall be filled by a majority vote of the Board of Directors for the unexpired portion of the term.

Section 5.13. Directors appointed under Section 5.02B may not vote on any matter relating to the fiduciary or contractual relationship between the Corporation and the governmental entity by which they are employed.

Section 5.14. Conflict of Interest in General. No officer or director of the Corporation shall be interested (financially), directly or indirectly, in any contract relating to the operations conducted by the Corporation, nor in any contract for furnishing services or supplies to the Corporation, unless such contract is authorized by a majority of the Board of Directors at a meeting in which the presence of such interested director(s) is not necessary for the purposes of the quorum or for the purposes of a majority vote, and the fact and nature of such interests is fully disclosed or known to the directors present at the meeting at which such contracts shall be authorized.

Section 5.15. Manner of Acting. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act requires a vote by a greater number under these by-laws, in which case, an act by that number of the Board of Directors shall be the act of the Board of Directors. The act of the Executive Committee of the Board of Directors shall be the act of the Board of Directors, but is subject to review and rescission by a majority of the Board of Directors at the Board's next regular meeting.

ARTICLE VI – Officers

Section 6.01. Number and Title. The Corporation's officers shall be a President, Vice President, Secretary, and Treasurer. An Executive Director will be hired by the Board of Directors to serve the Corporation.

Section 6.02. Election of Officers. The Nominating Committee shall present a slate of officers to the full board at the Board's August meeting each year. The slate shall consist of the president, vice-president, secretary and treasurer, and one at-large member of the Board to serve on the Executive Committee. The slate shall be voted upon at the September meeting, and those elected shall take office for one-year terms on the following October 1. They shall serve until their successors are chosen and qualified.

Section 6.03. Removal and Vacancies. Any officer elected may be removed by a vote of at least ten (10) members of the Board whenever, in the Board's judgment, the best interest of the Corporation will be served thereby. Removing the officer will be without prejudice to the officer's contractual rights, if any. Election of an officer shall not of itself create a contractual right. The Board may select a member of the Board of Directors to fill the vacancy of any office for the unexpired portion of the officer's term.

Section 6.04. Duties. Each Officer shall assume the responsibility for performing such duties as are normally vested in such office being always subject to the policies and directions of the Board of Directors.

- A. President: The President shall preside at all meetings of the Board. The President is responsible to the directors for overall direction of the affairs and the business of the Board of Directors. The President may execute on behalf of the Board of Directors any deeds, bonds, contracts, obligations or other instruments necessary or convenient to transactions or other business that the directors have authorized, except for cases where signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Board of Directors, or shall be required by law to be otherwise signed or executed. The President shall be the Chairman of the Executive Committee and shall be an ex-officio member of all other committees of the Corporation, except the Nominating Committee. In general, the President shall perform all duties incident to the office of President. The Board may prescribe other duties from time to time.
- B. Vice-President: In the absence of the President, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all the power of and be subject to all the restrictions upon the President. In the event of the President's inability or refusal to act, the majority of the Directors present at the meeting at which a quorum is present may authorize the Vice President to preside. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors. The execution of any instrument of the Corporation by the Vice President shall be conclusive evidence, as to third parties, of his authority to act for the President.

- C. Secretary: The Secretary of the Board of Directors shall cause a record to be kept of the Proceedings of the Board of Directors. The Secretary will give all notices as provided in these Bylaws or as required by law. This officer shall be custodian of all books, documents, and papers filed with the Board of Directors, the minute book or journal of the Board of Directors, and its official seal. The Secretary shall have the authority to cause copies to be made of all the minutes and other records and documents of the Board of Directors. The Secretary may certify under the official seal of the Corporation that such copies are true copies. All persons dealing with the Board of Directors may rely on such certification. The Secretary will perform duties as assigned by the President of the Board and will perform all duties incident to the office of Secretary.
- D. Treasurer: The Treasurer also has the duty and authority, in addition to the President or Executive Director, to control the financial matters for the Board of Directors including but not limited to: receiving and giving receipts for monies due and payable to the Corporation from any source; depositing all monies in the Corporation's name in banks or other depositories as these Bylaws provide or the Board directs; writing checks and disbursing funds to discharge the Corporation's obligations, upon the co-signature of the President, Vice-President or Executive Director; maintaining the Corporation's financial books and records; and preparing financial reports annually, with the aid of the Corporation's professional staff. The Treasurer performs other duties as assigned by the President of the Board and will perform all of the duties incident to the office of the Treasurer.
- E. Executive Director: The Executive Director shall be hired by and report to the Board of Directors on such terms and conditions mutually agreeable and shall have the authority to conduct all ordinary business on behalf of the Corporation and execute and deliver on behalf of the Corporation any contract, conveyance, or similar document not requiring approval by the Board of Directors and shall be a co-signatory on all checks drawn on accounts of the Corporation along with either the President, Vice-President, Secretary, or Treasurer. The Executive Director shall cause to be made at each meeting of the Board of Directors a report on the various operations, projects, and functions of the Corporation and shall provide an annual report at the November meeting of the Board. The Executive Director serves at the pleasure of the Board of Directors and is subject to termination without cause upon a majority vote of the Board.

Section 6.05. Executive Committee of the Board of Directors. The officers of the Board of Directors, the immediate past-president of the Board, and one member of the Board elected at large shall form the Executive Committee of the Board of Directors. In the event that there is

no immediate past president serving on the Board, two (2) members of the Board at large shall be elected to the Executive Committee. The Executive Committee shall be authorized to conduct the business of the Board between regular meetings of the Board and on an emergency basis. The Executive Committee shall conduct an annual performance evaluation of the Executive Director in writing. The Executive Committee shall report any action(s) taken to the full Board at the next regular meeting of the Board.

ARTICLE VII – Committees

Section 7.01. Appointment. The President may from time to time appoint such standing or ad hoc committees as he/she shall deem advisable to carry out the functions and purposed of the Corporation.

Section 7.02. Nominating Committee. There shall be a nominating committee composed of five (5) members of the Board of Directors, all of whom shall be elected by the Board-at-large to one-year terms at the September meeting of the board each year, said terms commencing on the following October 1. It shall be the responsibility of the Nominating Committee to present a slate of officers pursuant to Section 6.02 of these Bylaws and to nominate new members of the Board of Directors as vacancies occur. Any member of the Board is eligible to serve on the Nominating Committee.

ARTICLE VIII – Fiscal Matters

Section 8.01. Budget. The Executive Director shall prepare an annual budget for expenditure of all funds anticipated to be available to the Corporation to be submitted to the Board of Directors.

Section 8.02. Funds. All receipts of the Corporation whether from public or private sources shall be deposited in a financial institution insured by an agency of the Federal Government. Funds on deposit in excess of the amount insured shall be moved and maintained at a separate banking institution.

Section 8.03. Financial Records. The Corporation will maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. Based on these records the Board will approve an annual report of the financial activity of the Corporation for the preceding year prepared by an outside auditor who is qualified as a certified public accountant. The report will conform to accounting standards as

promulgated by the American Institute of Certified Public Accountants and will include a statement of support, revenue and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

Section 8.04. Fiscal Year. The fiscal year for the Corporation shall begin on October 1 and end on September 30.

Section 8.05. Spending Authority. The authority to incur debt on behalf of the Corporation, spend the funds of the Corporation, and be a signatory to any Corporation account is the province of the Board. However, the Board may delegate such authority to the Executive Director or any member or employee of the Corporation.

Section 8.06. Compensation of Employees and Directors.

- a. The Board of Directors shall fix the salaries and other compensation of the employees or other agents of the Corporation.
- b. The directors of the Corporation shall serve as such without salary, but the Board may authorize the payment of reasonable expenses incurred by the directors in the performance of their duties and reasonable compensation for special services rendered by any director. Except as provided in this section, no officer or director of the Corporation shall receive, directly or indirectly, any salary or other compensation from the Corporation.

ARTICLE IX – Books and Records

Section 9.01. The Corporation will keep correct and complete books and records of account. The books and records will include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the Articles of Incorporation or Certificate of Formation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement change of registered office or registered agent.
- (b) A copy of all Bylaws, including these Bylaws, and any amended version or amendments to them.
- (c) Minutes of the proceedings of the Board.
- (d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.
- (e) The financial records as described in Section 8.03 of these Bylaws.

Section 9.02. Inspection and Copying. Any director or officer of the Corporation, upon written request, may inspect and receive copies of the corporate books and records required to be maintained under Section 9.01 of these Bylaws. The inspection will take place at a reasonable time, no later than ten (10) business days after the Corporation receives the written request. The Board may establish reasonable copying fees, which may cover the cost of the materials and labor. The Corporation will provide copies of the requested records no later than ten (10) working days after receiving a written request.

ARTICLE X – Indemnification

Section 10.01. The Corporation shall indemnify a director, employee or agent of the Corporation who was, is, or may be named a defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation.

Section 10.02. The Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interest. In cases of criminal proceeding, the person will be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation.

Section 10.03 For purposes of this article, a person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent does not necessarily preclude indemnification by the Corporation.

Section 10.04. The Corporation shall pay or reimburse expenses incurred by a director, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a defendant or respondent in the proceeding.

Section 10.05. In addition to the situations otherwise describe in these Bylaws, the Corporation may, but is not required to, indemnify a director, employee, or agent of the Corporation to the extent permitted by law upon a determination to so pursuant to Section 10.08 hereinbelow. The Corporation will not, however, indemnify any person in any situation in which indemnification is prohibited under Section 10.02.

Section 10.06. The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions set out in Section 10.08 hereinbelow, have been satisfied. The Corporation will not, under any circumstances, advance expenses to a person before final disposition of a proceeding if the person is named a defendant or respondent in a proceeding brought by the Corporation, or if the person is alleged to have improperly received personal benefit or committed other intentional or willful misconduct.

Section 10.07. The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, fines, settlements and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 10.08. (a) Before the Corporation may pay any indemnification expenses, the Corporation must specifically: (1) determine that the indemnification is permissible, (2) authorize indemnification, and (3) determine that expenses to be reimbursed are reasonable, except as provided in subparagraph 10.08(c) hereinbelow. The Corporation may make these determinations and decisions, subject to the exceptions set out in subparagraph 10.08 (b) hereinbelow, by any one of the following procedures:

- (i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
- (ii) If such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the manner by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
- (iii) Determination by a special legal counsel selected by the Board of Directors by the same vote as provided in subparagraphs 10.08 (a) (i) and (ii) above, or if such quorum cannot be obtained or such committee cannot be established, by a majority vote of all directors.

(b) Subject to subparagraph 10.08(a)(iii) above, to determine if indemnification is permissible, the authorization to indemnify and determination as to the reasonableness of the expenses shall be made as specified in subparagraphs 10.08(a)(i) and (ii) above, or if such quorum or such committee cannot be established, by majority vote of all directors. Any provisions in these Bylaws making indemnification mandatory constitutes sufficient

authorization to indemnify, even though such provision may not have been adopted or authorized as provided in Section 10.08(a) above.

(c) The Corporation will advance expenses before final disposition of a proceeding only after it determines the facts then known do not preclude indemnification, such determination to be made pursuant to the procedures set out in subparagraph 10.08(a) above.

ARTICLE XI – Notice

Section 11.01. Notice by Mail. Any notice to a director or officer required or permitted by these Bylaws, the Article of Incorporation or by law, may be given by mail or electronic mail (e-mail). If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at their address as it appears in the corporate records, with postage prepaid. A director or officer may change his or her address in the corporate records by giving written notice of the change to the Secretary of the Corporation.

ARTICLE XII – Amendment to Bylaws

Section 12.01. The Board of Directors shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws, but only after giving notice to the directors and officers of the Corporation. The notice will state the date, time and place of the meeting and the proposed amendments or modifications to the Bylaws no fewer than ten (10) and no more than thirty (30) days prior to the meeting date. Action by the directors with respect to the Bylaws shall be taken by an affirmative vote of two-thirds of all directors then in office.

ARTICLE XIII – Dissolution

Section 13.01. The dissolution of the Corporation shall be authorized at a meeting of the Board of Directors upon the adoption of a resolution to dissolve by the vote of a majority of the directors then in office.

Section 13.02. The Corporation shall strictly follow statutory requirements for dissolution of the Corporation as provided in the NON-PROFIT CORPORATION ACT, Texas Business Organizations Code.

ARTICLE XIV – Miscellaneous Provisions

Section 14.01 Legal Authority. These Bylaws will be construed under the Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

Section 14.02. Legal Construction. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining tax exemptions that may be available to non-profit Corporations. If any bylaw provision is held invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the illegal, invalid, or unenforceable provision.

Section 14.03. Headings. The headings used in the Bylaws are for convenience and may not be considered in construing the Bylaws.

Section 14.04. Power of Attorney. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the Secretary of the Corporation to be kept with the corporate records.

Section 14.05. Parties Bound. The Bylaws will bind and inure to the benefit of the directors, officers, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

CERTIFICATION OF THE SECRETARY

I certify that I am the duly elected and acting Secretary of the Brazos Animal Shelter, Inc. and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly amended at a meeting of the Board of Directors held on _____ day of _____, 2009.

Signature
Secretary of the Corporation