

## Table of Contents

Agenda . . . . .	3
Item 2a - Minutes	
Coversheet revised . . . . .	7
March 8, 2011 Special Meeting Minutes . . . . .	8
March 10, 2011 Workshop Minutes . . . . .	12
March 10, 2011 Regular Meeting Minutes . . . . .	17
Item 2b - TMRS Non-Disclosure Agreement	
Coversheet revised . . . . .	23
TMRS Non-Disclosure Agreement . . . . .	24
Item 2c - Purpose of the Medical Corridor Advisory Committee	
Coversheet revised . . . . .	26
Attachment 1 - Enabling Resolution. . . . .	27
Attachment 2 - List of Medical Corridor Advisory Committee Appointees . . . . .	29
Item 2d - Water Cooling Tower Media Replacement	
Coversheet . . . . .	31
Bid Tabulation. . . . .	32
Item 2e - Professional Service Contract with McCord Engineering, Inc. and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt	
Coversheet revised . . . . .	33
mccord contract 11-186 signed by legal . . . . .	35
DRR 3-15-2011 . . . . .	55
Item 2f - Renewal of Electric Annual Construction Contract and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt	
Coversheet revised . . . . .	59
1 - renewal acceptance signed by legal. . . . .	60
reimb reso 032411 . . . . .	63
Item 2g - Four-way Stop: North Forest at Appomattox	
Coversheet revised . . . . .	66
Ordinance. . . . .	67
Location Map . . . . .	69
Item 2h - Intersections Controlled with Stop Signs	
Coversheet revised . . . . .	70
Ordinance. . . . .	71
Map . . . . .	73
Item 2i - 2005 Bike Loop Phase II – College Station Bike Loop Completion Construction Contract Award	
Coversheet revised . . . . .	77
Location Map . . . . .	78
Bid Summary . . . . .	79
Item 2j - Annual Blanket Order for Janitorial Supplies	
Coversheet revised . . . . .	80

Renewal Letter . . . . .	81
Item 2k - Parallel Wellfield Collection Line Professional Services Change Order Project Number WF0352553	
Coversheet revised . . . . .	85
Change Order. . . . .	86
Location Map . . . . .	87
Item 2L - Office of the Governor Criminal Justice Division (CJD) Grant	
Coversheet revised . . . . .	88
Resolution. . . . .	89
Item 2m - Partial Settlement Agreement with College Station Inn	
Coversheet revised . . . . .	91
Partial Settlement Agreement. . . . .	92
Item 2n - Brazos Valley Convention and Visitors Bureau Funding Agreement Amendment No. 1 and Contingency Transfer for Roof Repairs	
Coversheet revised . . . . .	95
Amendment. . . . .	96
Item 2o - College Station Business Council	
Coversheet revised . . . . .	99
Attachment 1 - Enabling Resolution. . . . .	100
Item 2p - Settlement of Weingarten Realty Investors & Weingarten/Investments, Inc. v. City of College Station, Texas	
Coversheet . . . . .	101
No. 1 - 2nd Annexation Public Hearing – Wellborn Area	
Coversheet revised . . . . .	102
Map of Proposed Annexation Area . . . . .	103
Proposed Service Plan . . . . .	104
Fiscal Impact Analysis . . . . .	114
No. 2 - Rezoning for 2302 Longmire Drive	
Coversheet revised . . . . .	120
Background . . . . .	122
Maps . . . . .	123
Draft P&Z Meeting Minutes . . . . .	125
Ordinance. . . . .	127



**Mayor**

Nancy Berry

**Mayor Pro Tem**

John Crompton

**City Manager**

David Neeley

**Council members**

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Jana McMillan

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, March 24, 2011 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 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 March 8, 2011 Special Meeting and March 10, 2011 Workshop and Regular Council Meeting.

- b. Presentation, possible action, and discussion to approve a Non-Disclosure Agreement with Texas Municipal Retirement System (TMRS).

- c. Presentation, possible action, and discussion regarding the purpose of the Medical Corridor Advisory Committee.

- d. Presentation, possible action, and discussion regarding approval of a resolution authorizing award of construction contract #11-094, with MasterTech Services Inc. in the amount of \$229,899 for the Water Cooling Tower Media Replacement project.
- e. Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- f. Presentation, possible action and discussion on the Renewal of Electric Annual Construction Contract #10-121, Bid #10-31, with H&B Construction for \$860,161.92 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- g. Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at the intersection of North Forest and Appomattox to a four-way stop controlled intersection.
- h. Presentation, possible action, and discussion on consideration of an ordinance modifying Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersection approaches.
- i. Presentation, possible action, and discussion to award the construction contract for the 2005 Bike Loop Phase II – College Station Bike Loop Completion to Fuqua Construction Company, Inc. in the amount of \$257,443.64.
- j. Presentation, possible action, and discussion regarding renewal of a contract for Janitorial Supplies. This is the final renewal of a contract with Criswell Distributing. Criswell Distributing is requesting a 3% increase to the current, not to exceed, contract amount of \$52,744.14. The increase will result in a final, not to exceed, contract amount of \$54,326.32.
- k. Presentation, possible action, and discussion regarding a change order to decrease Professional Services Contract 07-086 by \$24,226.74. This contract between Malcolm Pirnie, Inc. and the City of College Station is for the design and construction administration services associated with the Parallel Wellfield Collection Line project.
- l. Presentation, possible action, and discussion on the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.
- m. Presentation, possible action and discussion on a Partial Settlement Agreement between the City of College Station and Virtual Equity Group, Inc. and Mega Equity Holdings for delinquent hotel occupancy taxes for case number 10-10-00052-CV in the 10th District Court of Appeals, Waco Texas.
- n. Presentation, possible action and discussion on a funding agreement amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$22,000 for roof repairs at the agency's facility; and presentation, possible action and discussion on a Hotel Tax Fund contingency transfer in the amount of \$22,000.
- o. Presentation, possible action, and discussion regarding a resolution amendment for the College Station Business Council.

p. Presentation, possible action and discussion on a settlement agreement between the City of College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, Ben White, Hugh Stearns and Dennis Maloney and Weingarten Realty Investors and Weingarten/Investments, Inc. to resolve the lawsuit *Weingarten Realty Investors, et. al. v. The City of College Station, Texas, et. al.*

### 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 annexation and the annexation service plan for approximately 649 acres located on the southwest side of the City, identified for annexation under the exempt status.
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 3.41 acres located at 2302 Longmire Drive from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family.
3. Adjourn.

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

APPROVED:

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City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, March 24, 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 21st day of March, 2011 at 5:00 p.m.

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City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 21, 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.

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Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.

**March 24, 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 March 8, 2011 Special Meeting and March 10, 2011 Workshop and Regular Council Meeting.

**Attachments:**

- March 8, 2011 Special Meeting Minutes
- March 10, 2011 Workshop Minutes
- March 10, 2011 Regular Minutes

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 8, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 4:05 p.m. on Tuesday, March 8, 2011 in the College Station Utility Services Training Center, 1603 Graham Road, College Station, Texas 77842.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 4:06 p.m. on Tuesday, March 8, 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

- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, Cause No. 09-000656-CV361
- Timothy Delasandro et al v. City of College Station et al; Cause No. 11-000240-CV-272
- City of College Station, Texas, v. Virtual Equity Group, Inc, et al relating to nonpayment of hotel occupancy taxes for College Station Inn
- Weingarten Realty Investors v. College Station, Ron Silva, David Ruesink, Lynn McIlhaney, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al

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

- Legal Issues related to Wellborn Annexation
- Legal Issues regarding possible revenue sharing and legislation in bio-corridor

The Executive Session adjourned at 4:42 p.m. on Tuesday, March 8, 2011.

### **3. Action on Executive Session.**

No action was required from Executive Session.

### **4. Presentation, possible action, and discussion regarding the draft annexation service plan and updated annexation fiscal impact information for the Wellborn area.**

Lance Simms, Assistant Director of Planning and Development Services, provide an update on the annexation process and an analysis of the fiscal impact. The map shown depicted a proposed area of annexation reduced to 648 acres due to several non-annexation agreements. These development agreements will be acted upon concurrently with the vote on annexation. The proposed area has 82 dwelling units, with a population of just over 200. The total value of the area is \$25 million. This annexation will increase the area of College Station by approximately 2% and will increase the City's population by two-tenths of 1%.

The Service Plan, as required by state law, will provide service to the annexed area in a manner comparable to the level of service available to similar areas of the City. It does not reduce the service level within the City limits by more than a negligible amount. The service plan, upon annexation, is a contract with the residents of the annexed area. There are three components to the Service Plan: 1) immediate services; 2) additional services; and 3) capital improvement projects.

Immediate services include such things as police protection (routine patrols, traffic control, etc.); fire protection (emergency response, target hazard inspections, etc.); emergency medical service (nothing changes in this area because we are the primary provider); and solid waste collection (state law says residents may continue to use private collection agencies for two years before the City provides the service and bills the resident). The operation and maintenance of water and wastewater facilities is another service included in the plan; however we do not have to provide water because the area is already served by Wellborn Water. Wastewater is development driven, but the City will be proactive and do some work on the north west side through the CIP process.

We will take on the operation and maintenance of public roads and streets at the same level, but we don't maintain private roads. Other immediate services include the operation and maintenance of public parks and playgrounds (these will be maintained at the same level as in the City) and the operation and maintenance of other publicly-owned facilities (Wellborn residents will continue to receive power from BTU).

Additional services are above and beyond what the state requires. The Local Government Code is not explicit about additional services, but the service plans provides that the City will provide additional services such as:

- Building permits/inspections (currently there are no permits required in the county)
- Planning/development services, including the Comprehensive Plan, re-zoning, and a Chapter 2 special study
- Economic and community development(residents will be able to participate in the HOME program for repair/remodel grants for owner-occupied homes)
- Animal control
- Code enforcement
- Recycling collection above and beyond curbside collection

Capital improvements will include wastewater service. The City is obligated to provide service to a portion of the annexed area. Street/road maintenance is being proposed to upgrade dirt/gravel roads, and we will also look at the future land use plan and existing development. All other services do not require a CIP. Annexed areas will be served through existing facilities, mutual aid agreements, and franchise agreements.

Mr. Simms then presented a proposed sanitary sewer plan. Existing gravity lines are providing sewer service to areas of the proposed annexed area. Everything else is operating on private systems. Staff is proposing to put in a 12" gravity line to service the area along the east side of FM 2154, with taps and stub outs for parcels fronting that road. This line is part of the existing master plan. The Local Government Code says that CIP projects must be completed within two-and-a-half years, but can be pushed out to four-and-a-half years. They are proposing four-and-a-half years in the service plan.

The immediate fiscal impact shows conservative estimated projected annual revenues of \$113,000 for property tax and \$60,000 for sales tax. The annexed property would be added to the tax rolls in January 2012, and it would be a year before the City sees any revenue. Immediate anticipated costs are broken down as:

- |                                      |  |
|--------------------------------------|--|
| • Survey work                        | \$ 16,800  |
| • Seal coat for gravel roads/streets | \$102,000 (about 7,500-8,00 linear feet completed in about two-and-a-half years) |
| • Compensation for ESD               | \$ 15,000  |
| • Wastewater CIP                     | \$3,300,000 (spread over 20 years and includes acquisition costs)                |

The wastewater CIP would be paid for through a rate increase of 2% (or 55 cents per month per typical single-family home) or through impact fees.

A conservative estimate of the full build out fiscal impact, with static projections (property tax and sales tax remaining the same), shows an additional \$44,000 for utility revenues. The cost to serve the area is approximately \$191,000 resulting in an annual fiscal impact of \$26,000.

The next steps in the process include a first Public Hearing on March 22, at 6:00 p.m., at the Wellborn Community Center, and a second Public Hearing on March 24, at the regular City Council meeting. Council will consider the annexation at the April 14 Council meeting. The plan will be posted on the City website, and copies will be made available for the public to view. Notices have been mailed out to affected residents, and Public Hearing notices will be published in the paper.

**5. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the Special Meeting of the College Station City Council at 5:55 p.m. on Tuesday, March 8, 2011. The motion carried unanimously.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
MARCH 10, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, 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, March 10, 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.**

No items were pulled from the Consent Agenda.

**2. Presentation, possible action, and discussion introducing Mr. Bryan Griesbach, BVSWMA, Inc. Executive Director to the College Station City Council.**

Bryan Griesbach, Executive Director of BVSWMA, Inc., came forward to introduce himself. He applauded staff for their assistance in his transition. He reported that the site has been highlighted in the American Public Works Association magazine, noting that the site is the only LED certified landfill in the U.S. The new facility will be opening soon, possibly within the next

60-90 days. He has been in the profession for 21 years and stated this facility is the finest he has ever seen.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to approve Bryan Griesbach as Executive Director of BVSWMA, Inc. The motion carried unanimously.

### **3. Presentation, possible action, and discussion regarding the economics of possible implementation of “system capacity” impact fees for Water and Wastewater.**

Dave Coleman, Water Services Director, presented a recap. The report was completed and approved by CIAC. Maximum fees considered for water was \$1,480 and wastewater was \$1,578. Staff’s policy recommendation to CIAC was to implement water/wastewater impact fees at \$400 each and zero out the five existing impact fees on specific lines. Impact fees will directly affect our ability to support future development. Wastewater is nearing capacity, and staff is considering a joint meeting with Planning and Zoning to review the wastewater master plan. On April 28, the Council will have the second and final public hearing and will consider adoption of impact fees.

Jeff Kersten, Director of Finance, presented some assumptions regarding impact fees. Assumptions included the City collecting impact fees for 5 years, using an example of a capital project of \$10 million, and considering various funding sources. Assuming the issuance of a twenty-year debt, he showed what the impact is with and without an impact fee. No water impact fees could result in a rate increase of 5.6%. A water impact fee could result in a rate increase of 3.3%. He also reviewed what impact different fees would have. A lower fee of \$150 still needs a 5.4 % increase and the higher fee of \$400 results in a 5% rate increase. Wastewater impact fees could result in a rate increase of 6.1% for no fee and 5.3% for a \$400 fee.

Dr. Jim Gaines, Research Economist, TAMU Real Estate Center, reported that the Bryan/College Station area is doing very well. College Station grew 38% this census period. The Hispanic community growth is significant as compared to others. Single-family building permits have been up and down during certain periods, and for the most part, the fall off has not been as pronounced as other areas of the state. The value of permits since 1994 is \$122,000 per dwelling unit on average. Looking at the 2009 breakdown of the average household income in the community, assuming a 10% down payment, a 5% fixed rate, along with other variables, 42% of households in the area cannot afford to pay more than \$75,000 for a home. Another 22% cannot afford to pay more than \$125,000. 64% of households in the greater community cannot afford pay more than \$125,000 based on these assumptions. As home values increase, for every \$1,000 increase, more families cannot afford a home, with a lesser impact on lower income homes than upper income homes. Material costs are going up, and it is a matter of time for interest rates to increase. The median home price is extremely important. We have had continuously increasing median home prices as compared to other areas of the state. We are running 6-7% below trend.

### **4. Council Calendar**

- **March 17 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**

- March 21 IGC Meeting at BVCOG, 12:00 p.m.
- March 22 Special Council Meeting/Annexation Public Hearing at Wellborn Community Center, 6:00p.m.
- March 23 Leadership Brazos Local Government Day at Wolf Pen Creek - Green Room – 1015 Colgate Drive, 8:15 a.m.
- March 24 City Council Workshop/Regular Meeting 3:00 p.m. and 7:00 p.m.
- March 31 Youth Advisory Committee Town Hall Meeting at A&M Consolidated High School Lecture Hall, 4:30 p.m.

On March 30 is the groundbreaking for the new Scott & White Hospital in the morning and the Police Banquet that evening.

**5. 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 Maloney inquired how the “Adopt a Park” program was progressing.

Mayor Berry requested an item to discuss the disposition of City property, specifically the vacant land in Northgate.

**6. 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, Design 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, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments.**

Mayor Berry briefly reported on BVWSMA and the Council of Governments. Also, the Health Department has prepared a video showcasing what they do.

Councilmember Ruesink reported on the Sister Cities retreat. They have added Kazan, Russia to the emeritus status list, and Belgium was added as the most probable country to be added to the next Sister City country in addition to the cities in Mexico and Germany. They are planning a summit to bring TAMU organizations and city groups to discuss ways in which they work with international people. He is also reported that the CVB met and selected a company to study what is the most effective and efficient use of the hotel occupancy tax.

## **7. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072 – Deliberation Regarding Real Property, and §551.074-Personnel Matters, the College Station City Council convened into Executive Session at 4:20 p.m. on Thursday, March 10,, 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
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, Cause No. 09-000656-CV361
- Timothy Delasandro et al v. City of College Station et al; Cause No. 11-000240-CV-272
- City of College Station, Texas, v. Virtual Equity Group, Inc, et al relating to nonpayment of hotel occupancy taxes for College Station Inn
- Weingarten Realty Investors v. College Station, Ron Silva, David Ruesink, Lynn McIlhaney, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al

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 Wellborn Annexation
- Legal issues related to the City's agreement with the Convention and Visitors Bureau

C. Deliberation regarding real property; to wit:

- Shake's lease at Chimney Hill property

D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Council Self-Evaluation

The Executive Session adjourned at 5:17 p.m. on Thursday, March 10, 2011.

No action was required from Executive Session.

**8. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 5:18 p.m. on Thursday, March 10, 2011.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 10, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, 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 Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:00 p.m. on Thursday, March 10, 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.**

- **Presentation by the Historic Preservation Committee of Historic Home Marker #57 to Mr. and Mrs. Quint Foster of 1007 Walton Drive.**

Anne Boykin, Heritage Programs Coordinator, and Dr. Louis Hodges, Historic Preservation Committee, presented Historic Marker number 57 to Mr. and Mrs. Quint Foster of 1007 Walton Drive.

- **Citizen Comments**

Judy Leunes, 1356 South Oaks Drive, President of the Brazos Animal Shelter Board, thanked the staff for their cooperation during the process. She greatly appreciates the City's support.

Amy Pyland, 5201 Gary Road, Director of the Eyes of Texas Wildlife Rescue, reported she has been banned from the animal shelter properties for reasons not known to her. Ms. Leunes has threatened her with arrest, but she has not been told the reason why she is banned. Ms. Leunes has told people she is banned from other organization, which is not true. What kind of board president bans people from the premises and spreads rumors? She is concerned for the citizens that use the shelter. It is her belief that she is banned because of her concern on how the animals are treated. Animals have been euthanized that were adoptable. She has a tape recording that Ms. Leune will only work with two rescue groups, so it is no wonder so many animals are euthanized. She stated the shelter is secretive and unprofessional.

Charli Rohack, 4409 Leonard, Bryan, Director of Eyes of Texas Rescue, said her organization has been serving the county for over a decade and holds permits from several state agencies. There is ongoing illegal activity that the animal shelter has engaged in for years. They kill scores of wildlife, particularly migratory birds, when it is illegal to even disturb nests or take eggs. She asked them to take the birds to A&M if she is not available, but they just kill them. A federal agent did a walk in yesterday and was told they did not kill birds. US Fish and Wildlife called them and told them not to take in any migratory birds, and all birds must be referred to Charli Rohack. Ms. Leune said whoever reported the shelter to Fish and Wildlife would be banned. She asked the Council to not turn a blind eye. She asked if the shelter receives a fee for every wildlife animal taken in and if anyone is looking at their books.

Beverly Young, 7701 Jones Road, stated she moved to College Station in 2002 and takes pride in the community. She has worked with the Brazos Animal Shelter as a wildlife rehabilitator for five years and values life no matter what form. Their mission statement is they provide humane care and shelter for stray and unwanted animals. Her experience is they do not follow this mission statement. When asked, she cannot refer the shelter; she always refers people to A&M. She provided an example of a healthy, adoptable dog that was euthanized. The people that brought the dog in were assured the dog would be adopted, and she found people to adopt the dog in a matter of hours, but they were told the dog was not adoptable. They must be accountable to their mission statement. She urged the Council that if they decide to contract with them, then to please hold them accountable with an audit board.

James Rohack, 4409 Leonard Road, Bryan, thanked the Council for allowing concerns to be brought forward regarding a long term contract. He reported the Eyes of Texas Wildlife Rescue was created to fill a void. He stated the Animal Shelter receives payment based on headcount. The more they kill, the more turnover, resulting in a higher headcount. If an organization has a long track record of not following the laws of the nation, then it does not seem to be good governance. There should be an audit of the books.

Shari Yvon-Lewis, 2497 Newark Circle, stated there is no rush to make this decision. She asked the Council to wait until they have all the facts from Bryan. The options for Bryan were not made available until Tuesday so there has not been enough time to make an informed decision. One option was \$80 per animal. For that money you get a low cost spay/neuter clinic in the community. This will reduce intake and create significant savings. The program with the CARE Corporation would include a large foster program which is not in place with the animal shelter. There should be a non-profit partner to help with donations. She expressed her concern that the Brazos Animal Shelter can go off and build a facility and then decide they don't need the City, leaving the City high and dry.

Gwendolyn Inocencio, 6849 Bendwood, president of her own personal rescue organization, stated the animal shelter is referred to as the wonderful folks at the animal shelter, but asked if they are successful at what they are doing. They should have a high save rate. Their rate is 60%, the same as the national average. What else about our community is average? As a client, we deserve to partner with the organization with the most efficient methods. There should be a 90% and above save rate. Why aren't we emulating those methods. We should build a robust foster program, and it doesn't cost a penny. The Brazos Animal Shelter has chosen not to let these individuals help.

Elayne Brooks, 3001 Pierre Place, is astounded at the Council's willingness to sign a contract with the animal shelter knowing the board bans citizens just because they disagree with them. The City should look at this strongly. This will be the only game in town, and then these people will not be able to adopt animals or pull them out for placement.

Charles Brooks, 3001 Pierre Place, implored the Council to further consider the contract. Why was there no RFP or competitive bidding process? He referred to city charter provisions and noted that state law also requires a competitive bidding process. He doesn't understand why the City has not done this. We were told they were the only game in town, but now we know they are not. The state constitution states that any grant of public money must be accompanied by public oversight. The animal shelter has been allowed to collect, retain, and spend over \$1 million. He did an open records request and was told it was none of his business.

Charles Ellis, 1920 Peach Creek, provided an anecdotal message and stated the moral is to make sure you understand the question before giving the answer. His concern is for the animals, the cost to the taxpayer, and service to the public. Will they provide this? An effective animal shelter must provide first class care for animals, have low euthanasia rates, high adoption rates, and education programs in public forums. They should work well with the community, as well as welcome volunteers and local families. They should provide low cost vaccinations. If this is done, then local vets will benefit from more animals in homes. They should also provide trap and release programs for feral cats.

Christopher Sandoval, 4102 College Main, stated the shelter is publicly funded, and as such, is an employee of the taxpaying public. He asked what employee can ban its employer. It is questionable that they are asking for a 105% increase. The euthanasia rate for cats is 80% and 74% for dogs. That number is limited to breeds such as pit bulls and chows. He has documentation of an American Bulldog mistaken for a Pit Bull and euthanized without checking

first for the microchip. They are refusing help and offers to take animals off their hands. Employees are told to disregard public questions and to lie about why Pit Bulls are not allowed to be adopted. The shelter is not a good role model for the City.

Sharon Shull, 11580 Golden Mist, a local vet, reported she started a spay/neuter project called Spay Days. She works in conjunction with the Brazos Animal Shelter, other organizations, and vet hospitals. They have served 300 cats and will begin working on dogs. They screen all applicants for income requirements and make sure if they are low income, the service is free. This is a positive program and could not be done without the cooperation of the animal shelter.

Karen Goralczyk, 2314 Carter Creek Parkway, reported on her experience with the shelter. They have been attacked for not having a low cost spay/neuter program. They send over twenty animals a week to organizations for this service. They foster dogs until they are ready for adoption. She named several different rescue organizations that the animal shelter partners with. They do have vaccine clinics. They would like to have a lower euthanasia rate, but it comes down to space and money, and unfortunately, they cannot all be saved. She has never heard anyone be dishonest.

Chris Needham, 720 Hasselt, Street, said what it comes down to as a taxpayer is how are you going to spend my money. There has been very little auditing and no competitive bidding. All the points brought forward seem valid. She asked the Council to please take more time and look at all the options.

## **CONSENT AGENDA**

### **2a. Presentation, possible action, and discussion of minutes for February 24, 2011 Workshop and Regular Council Meeting.**

**2b. Presentation, possible action, and discussion regarding approval of resolution authorizing the Mayor and City Secretary to sign the inter local agreement between the City of College Station and College Station Independent School District for the conduct and management of a joint election to be held on May 14, 2011. Presentación, acción posible, y discusión en lo que concierne la aprobación de la resolución autorizando al Alcalde y a la Secretaria de la Ciudad a firmar el acuerdo interlocal entre la Ciudad de College Station y El Distrito Escolar Independiente de College Station, para conducir y administrar una elección conjunta que se llevará a cabo el 14 de mayo de 2011.**

**2c. Presentation, possible action, and discussion on an ordinance authorizing a General (Regular) Election to be held on May 14, 2011, for the purpose of electing a City Councilmember, Place 1, a City Councilmember, Place 3, and a City Councilmember, Place 5, by the qualified voters of the City of College Station; authorizing a Joint Election with the College Station Independent School District to be held on May 14, 2011; authorizing the City Secretary to arrange an equitable basis for sharing the costs of the Joint Election; designating election precincts; appointing election officials; establishing pay rates for election workers; providing for notice of said election; providing for the use of**

direct recording electronic voting machines; providing for Early Voting; providing a severability clause; and providing an effective date. Presentación, posible acción y discusión acerca de la una ordenanza autorizando Elecciones Generales (Regulares) a celebrarse el 14 de mayo de 2011, con el propósito de elegir al miembro del Consejo de la Ciudad, Puesto número 1, a un miembro del Consejo de la Ciudad, Puesto número 3, y a un miembro del Consejo de la Ciudad, Puesto número 5, por los votantes calificados de la Ciudad de College Station, autorizando Elecciones Conjuntas con el Distrito Escolar Independiente de College Station a celebrarse el 14 de mayo de, 2011; autorizando a la Secretaria de la Ciudad para arreglar una base equitativa en el cual puedan compartir los gastos de las Elecciones Conjuntas designando distritos de elecciones; estableciendo las tarifas de compensación para los empleados electorales; proporcionando una notificación de dichas elecciones; preparando y haciendo los arreglos necesarios para el uso de las máquinas electrónicas de votar por registro directo; haciendo los arreglos necesarios para las Votaciones Tempranas; proporcionando una cláusula de divisibilidad; y proporcionando una fecha efectiva.

2d. Presentation, possible action, and discussion on an ordinance amending Section 1 of Ordinance No. 2011-3316, ordering a Special Election to be held on May 14, 2011 for the purpose of recalling Mayor Nancy Berry, Councilmember Katy-Marie Lyles, Place 4, and Councilmember Dave Ruesink, Councilmember, Place 6. Presentación, posible acción y discusión de la Ordenanza de convocatoria a Elecciones Especiales para remover a la Alcalde Nancy Berry, al miembro del Consejo Katy-Marie Lyles, Ocupando el Puesto Número 4, y al miembro del Consejo Dave Ruesink, ocupando el Puesto Número 6.

2e. Presentation, possible action, and discussion on a bid award for the purchase of electrical transformers to be stored in inventory as follows: KBS \$115,965.00; Priester, Mell & Nicholson \$20,954.00; Wesco \$46,115.00 for a total of \$183,034.00.

2f. Presentation, possible action and discussion to approve a sole source purchase order not to exceed the amount of \$100,000 with Entergy, the Well 8 electrical power provider.

2g. Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Mathers to construct sewer infrastructure necessary to connect his home to the City sewer system.

No items were pulled from the Consent Agenda.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

## REGULAR AGENDA

1. Presentation, possible action, and discussion regarding a new contract with the Brazos Animal Shelter.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Crompton, the City Council voted five (5) for and two (2) opposed, with Councilmembers Fields and McMillan voting against, to approve the contract with the Brazos Animal Shelter. The motion carried.

**2. Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 12 and authorizing the City's quarterly payments of approximately \$49,219 for an annual total of \$196,876.**

**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 approve the Brazos Valley Wide Area Communications System (BVWACS) Operating Budget for FY 12 and authorizing the City's quarterly payments of approximately \$49,219 for an annual total of \$196,876. The motion carried unanimously.

**3. Presentation, possible action, and discussion on appointments to fill vacancies on the following committees and boards: Citizens Charter Review Advisory Commission.**

The following people were appointed to the Citizens Charter Review Advisory Commission:

Brian Bochner  
Chuck Ellison  
Paul Greer  
Tony Jones  
Lynn McIlhaney

Terry Childers  
Patrick Gendron  
Gary Halter  
Jim Maness  
Buck Prewitt

**4. Adjournment.**

**MOTION:** There being no objection, Mayor Berry adjourned the Regular Meeting of the City Council at 9:15 p.m. on Thursday, March 10, 2011. The motion carried unanimously.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

**March 24, 2011  
Consent Agenda Item No. 2b  
TMRS Non-Disclosure Agreement**

**To:** David Neeley, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion to approve a Non-Disclosure Agreement with Texas Municipal Retirement System (TMRS).

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

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

**Summary:** In an effort to better protect the confidential information TMRS maintains on its members, TMRS now requires each city to approve and sign a Non-Disclosure Agreement regarding the use and protection of member information TMRS provides the City. The City regularly requests and receives member information from TMRS, including service credit listings for analysis on workforce retirement eligibility and succession planning and for use in actuarial valuation studies on benefits. Approval of this agreement will allow us access to that information once again.

**Budget and Financial Summary:** There are no costs associated with the approval of this agreement.

**Attachments:** TMRS Non-Disclosure Agreement

**TEXAS MUNICIPAL RETIREMENT SYSTEM  
NON DISCLOSURE AGREEMENT**

This Non Disclosure Agreement (the "Agreement") is made on and effective as of this \_\_\_\_\_ day of March, 2011 by and between the City of College Station, Texas, a Texas Municipal Home-rule Corporation ("City") and the Texas Municipal Retirement System ("TMRS").

**RECITALS**

**WHEREAS**, City is a municipality that participates in TMRS; and

**WHEREAS**, City has hired an actuarial firm to perform actuarial services which require City participant data from TMRS; and

**WHEREAS**, TMRS must protect the confidentiality of this participant data pursuant to Sections 552.101 and 855.115 of the Government Code; and

**WHEREAS**, TMRS may disclose such information pursuant to the terms and conditions herein;

\* \* \*

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and confirm, the parties agree as follows:

1. For the purposes of this Agreement, "Confidential Information" shall mean only TMRS participant data which is subject to Section 855.115 of the Government Code, including, but not limited to, any information concerning an individual member, retiree, annuitant, or beneficiary, whether in electronic or written form provided by TMRS to any employee, officer, representative, contractor or agent of the City (each a "Receiving Party") during the term of this Agreement. Confidential information will not include any information which (i) is or becomes publicly available, (ii) is already in the City's possession and not otherwise subject to the confidentiality provisions of Section 855.115 of the Government Code; (iii) is or becomes available to the City on a non-confidential basis from a source other than TMRS, provided that such source is not known to be subject to any legal or contractual obligation to TMRS to keep such information confidential, or (iv) is independently developed by the City or on the City's behalf without violating any of City's obligations hereunder.
2. The City represents that any of its employees, officers, representatives, contractors or agents who will receive the Confidential Information, will, prior to receiving such information, sign and agree to be bound by language at least as restrictive as the language contained in this Agreement, regarding the use and protection of the Confidential Information.
3. The City or any Receiving Party agrees that all Confidential Information:
  - a. shall be maintained in accordance with Section 855.115 of the Government Code and in strict confidence by such Receiving Party except as required by an order of a court of competent jurisdiction or other legal process;
  - b. shall not be disclosed by the Receiving Party to any third party other than the employees or agents of such Receiving Party who have a need to know the information in connection with the purpose stated in the Recitals; and
  - c. shall return the Confidential Information to TMRS or destroy any and all originals and copies upon completion of the set task for which it is required or at the end of an appropriate record retention period.

4. The City or any Receiving Party shall not publish any report, press release, data or other information regarding or determined from such Confidential Information to the extent the report, press release, data or other information includes individual participant data in a form identifiable with a specific individual and whose release would be prohibited by Section 855.115 of the Government Code, unless otherwise required by law.

5. The parties agree that if a breach of this Agreement occurs by a Receiving Party, TMRS shall suffer irreparable harm and significant injury and loss to a degree which would be difficult to ascertain and which would not be fully compensable by damages alone, and that TMRS shall have the right to invoke the jurisdiction of the courts to seek immediate temporary or permanent injunctive relief, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies available to TMRS.

6. This Agreement is to be construed and interpreted in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. It is agreed that venue shall be in the District Court of Travis County, Texas.

7. Each party represents that the person signing below has the requisite right and authority to execute this Agreement on behalf of its organization and to bind it to the provisions hereof. The parties further agree that this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and that there are no other agreements or understandings with respect to the subject matter.

8. If any third person or entity requests or seeks to compel the City to disclose or produce any information provided to the City by TMRS under this Agreement which is subject to Section 855.115 of the Government Code, or claims an entitlement to any such information on the grounds that such information is alleged or claimed to be generally available to the public or to constitute in whole or in part a public record, document or report under applicable law, the City agrees to file a timely request for an opinion of the attorney general seeking to withhold the information under the Texas Public Information Act. In addition, the City agrees to use its best efforts to notify TMRS within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary to provide TMRS an adequate opportunity to request a legal opinion or to consent to or seek to prevent such disclosure through protective order or other appropriate remedy.

9. The parties agree that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and the dispute resolution process provided for in Chapter 2260 will be used by TMRS and City to attempt to resolve any claim for breach of contract or other claim made by City that cannot be resolved in the ordinary course of business. The Executive Director of TMRS or his designee will examine the City's claim and any counterclaim and negotiate with City in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by TMRS nor any other conduct, action or inaction of any representative of TMRS relating to the Agreement constitutes or is intended to constitute a waiver of TMRS' sovereign immunity to suit; and (ii) TMRS has not waived its right to seek redress in the courts or to a jury trial.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**CITY OF COLLEGE STATION**

**BY:** SEE ATTACHED

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TEXAS MUNICIPAL RETIREMENT SYSTEM**

**BY:** \_\_\_\_\_

**NAME:** DAVID R. GAVIA

**TITLE:** EXECUTIVE DIRECTOR

**DATE:** \_\_\_\_\_

**March 24, 2011**  
**Consent Agenda Item No. 2c**  
**Purpose of the Medical Corridor Advisory Committee**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the purpose of the Medical Corridor Advisory Committee.

**Relationship to Strategic Goals:** Goal III.1 Promote knowledge-based businesses; Goal III.3, Expand and retain existing businesses; Goal III.4 Promote business-friendly attitude; Goal III.9 Recognize prudence of government intervention in the marketplace

**Recommendation(s):** Staff recommends that the City Council approve the resolution that establishes the purpose of the Medical Corridor Advisory Committee.

**Summary:** On November 10, 2010, the City Council appointed twenty-seven (27) members to the Medical Corridor Advisory Committee, and at the December 9, 2010 regular meeting City Council appointed an additional ten (10) members.

Staff has drafted an enabling resolution that establishes the general purpose of the Medical Corridor Advisory Committee.

**Budget & Financial Summary:** All costs associated with the administration of the Medical Corridor Advisory Committee are covered by Medical Corridor Study contract #10-224 between Schrickel, Rollins & Associates, Inc. and the City of College Station.

**Attachments:**

1. Enabling Resolution
2. List of Medical Corridor Advisory Committee Appointees

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

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, AUTHORIZING AND CREATING A COMMITTEE OF STAKEHOLDERS/COMMUNITY REPRESENTATIVES TO ASSIST IN A STUDY OF A MEDICAL CORRIDOR FOR THE CITY OF COLLEGE STATION NAMED MEDICAL CORRIDOR ADVISORY COMMITTEE.

WHEREAS, the City Council of the City of College Station wishes to develop a Medical Corridor in southern College Station; and,

WHEREAS, citizens and other stakeholders have volunteered to provide guidance and feedback for the medical corridor planning process; now therefore,

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

PART 1: That the City Council of College Station, Texas hereby approves the creation of a committee of up to fifty (50) members to act as stakeholders/community representatives to discuss the viability of a Medical Corridor for College Station, Texas.

PART 2: That the committee of selected stakeholders/community representatives through the Economic & Community Development Director shall advise, guide and provide feedback and assistance to the Department of Economic & Community Development, City Manager and City Council.

PART 3: That the committee of selected stakeholders/community representatives shall help establish the overall vision for the project, offer a community-wide perspective and assist with general fact-finding and information gathering related to the community and the planned Medical Corridor.

PART 4: That the activity of the committee of stakeholders/community representatives shall include coordinating with the Medical Corridor Consultant Team to discuss the overall concept plan, community history and background as related to the project, and assist with market reconnaissance and feasibility for medically-oriented economic development.

PART 5: That the committee of selected stakeholders/community representatives shall ultimately make recommendations for responsible, managed growth and development related to the planned Medical Corridor and through the Medical Corridor Consultant Team provide advisory recommendations to City Council, and

PART 6: That this resolution shall be effective immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

APPROVED:

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City Secretary

Mayor

APPROVED:

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City Attorney

## Attachment 2 - List of Medical Corridor Advisory Committee Appointees

### Specialty

**Stakeholder Name**                      **Stakeholder Affiliation**

#### **Financial/Real Estate/Legal**

Anderson, John E.                      Wealth Management Advisor, Merrill Lynch  
Cleere, Patricia                      Owner, Life Design Realtor  
Ellison, Chuck                      Ellison Law Firm, Attorney, Owner  
Sanford, Marsha                      Real Estate Broker, REMAX Real Estate

#### **Engineer/Project Development**

Batenhorst, James                      Project Engineer, Mitchell & Morgan, LLP  
Schultz, Julie                      Owner, Schultz Engineering

#### **Texas A&M Affiliated**

Clendenin, Angela                      Director of Communications & Public Relations, Texas A&M University  
College of Veterinary Medicine & Biomedical Sciences  
Dorsey, Alicia M.                      Vice President, Community Outreach, Texas A&M HSC  
Hard, Ed                      Transportation Research, Texas Transportation Institute  
Morgan, Jim                      Associate Professor of Civil Engineering, TAMU  
Sanders, Dr. Chuck                      TAMU Health Science Center

#### **Private Medical Practitioners**

Bains, Dr. Bobby                      Cancer Liaison Physician, CSMC  
Harrykisson, Dr. Rajesh                      Critical Care Physician  
Phillips, Dr. Doug                      Optometrist, Texas State Optical, Stonebridge HOA  
Watson, Dr. Garland                      Orthodontist, Watson Orthodontist Specialists

#### **CS Medical Center Affiliated**

Bailey, Rodney                      Material Management Director, CSMC  
Bode, Carol                      Quality Management Regulatory Compliance Director, CSMC  
Bond, Sharon                      HR Director, CSMC (Southwood Valley Animal Hospital)  
Brown, Joe                      College Station Medical Center, Dir. of Public Communications

## **Attachment 2 - List of Medical Corridor Advisory Committee Appointees**

Hartman, Frank	College Station Medical Center, Dir. of Development
Jackson, Tom	College Station Medical Center, Chief Executive Officer
Lechler, Shane	Facility Pharmacy Director at Community Health Systems
Rinard, Sheila	Director, Patient Care Services, CSMC

### **Non-CSMC Hospital Affiliated**

Ottinger, Timothy	Vice President, Communications & Marketing at St. Joseph Health System
Rayburn, Bill	Scott & White Medical Center, Assoc. Reg. Chief Medical Officer
Turton, Jon	Vice President for Ambulatory Services, St. Joseph Regional Health Center
Woodard, Gentry	Scott & White Medical Center, Dir. Of Govt. & Community Affairs

### **Neighborhood Assoc./Retired/Concerned Citizens**

Anderholm, Dennis	Brandon Heights HOA
Barnett, Denise	Edelweiss Estates HOA
Cohen, Ruth	Concerned Citizen, Woodcreek
Ebanks, Eleanor	Concerned Citizen, Woodcreek
Hazen, Anne	Former College Station Councilwoman; Vice President, Hospice Auxiliary Brazos Valley, Inc.
Mason, James M.	Retired Physician, Woodcreek
McGuire, R.N. "Nick", Jr.	Retired, Glenhaven Estates
McMurrey, Jan	Devonshire HOA
Walker, Kirsten	Retired, Westfield Village
White, Ben	Former Mayor and Medical Professional Society Administrator
Yates, Randy	Shadowcrest HOA

**March 24, 2011**  
**Consent Agenda Item No. 2d**  
**Water Cooling Tower Media Replacement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution authorizing award of construction contract #11-094, with MasterTech Services Inc. in the amount of \$229,899 for the Water Cooling Tower Media Replacement project.

**Recommendation:** Staff recommends Council approve the resolution

**Summary:** Our well water comes out of the ground at 118 degrees, which is too hot for many domestic purposes. At the Sandy Point Pump Station, we have two large cooling towers that reduce the temperature of the water down to the 85 degree range. These cooling towers have fans on top that draw air through a series of hanging curtains called media that serve to greatly increase the surface area of the water and enhance cooling. The water cascades down, along the media, and is collected and then pumped to the City.

These large curtains, or media, have reached the end of their useful service life and must be replaced, before they fail and interrupt our water supply. This contract will replace the media in both cooling towers to provide an approximate 15 year service life.

This contract also includes some additional minor mechanical and structural work items to ensure the optimum performance of the cooling towers. These items include: Inspection of the towers' structural frames and fan blade pitch angles; Mechanical connection and alignment of two motor and gear assemblies; Checking the mechanical alignment on a third motor-gear assembly; And replacement of the insect-proof screens on the sides of both towers.

The media replacement and other work items are critical for the continued proper function of the cooling towers, therefore staff recommends approval of the resolution to award the construction contract.

**Budget & Financial Summary:** Funds in the amount \$300,000 have been budgeted for this project in the Water Capital Improvement Projects Fund. No funds have been expended or committed to date.

**Attachments:**

Bid tabulation

Resolution (on file in the City Secretary's Office)



**City of College Station - Purchasing Division**  
**Bid Tabulation for #11-30**  
**"2011 Cooling Tower Media Replacement"**  
**Open Date: Wednesday, February 23, 2011 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	MasterTech Services, Inc. (Golden, CO) BID AMOUNT	Advance Cooling Towers (Andrews, TX) BID AMOUNT	Plant Equipment & Services (Bryan, TX) BID AMOUNT
<b>BASE BID</b>						
1	1	LS	2011 Cooling Tower Media Replacement (Lump Sum Bid)	\$229,899.00	\$345,452.00	\$446,016.00
<b>Certification of Bid</b>				✓	✓	✓
<b>Acknowledged Addendums</b>				N/A	N/A	N/A
<b>Bid Bond</b>				✓	✓	Cashier's Check #003112

**NOTES:**

Advance Cooling Towers:

»Bidder noted the following alternate bid on their proposal sheet:  
 \$267,481.00 (Furnish PVC fill in lieu of HPVC fill)

Kilgore Industries (Houston, TX)

»NO BID

**March 24, 2011**  
**Consent Agenda Item 2e**  
**Professional Service Contract with McCord Engineering, Inc. and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** David Neeley, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000 for electrical engineering services and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends Council approve the contract with McCord Engineering, Inc and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This contract will be for an original term of three (3) years at \$600,000 per year for a total of \$1,800,000 for a three (3) year period. The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. for many years for electric engineering services. McCord Engineering is a highly-qualified local business and is very responsive to the needs of the City. Based on McCord's unique familiarity with the City's electric system it is in the City's best interest to continue to contract with McCord to provide these services. As such this contract is exempt from the City's Request for Qualifications process. It is anticipated over the three year contract that McCord Engineering will provide design services for new and existing electric systems and several new electric substations.

**Budget & Financial Summary:** Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for professional services related electric capital improvement projects. It is anticipated that long term debt will be used for the capital items covered by this contract. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the capital costs anticipated to be incurred as part of this contract. This debt is scheduled to be issued later this fiscal year and in future fiscal years.

**Attachments:**

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

3.

**ENGINEERING SERVICES RETAINER CONTRACT**

**between**

**THE CITY OF COLLEGE STATION**

**and**

**McCORD ENGINEERING, INC.**

**March, 2011**

**ENGINEERING SERVICE CONTRACT**  
**RETAINER FOR CONSULTATION SERVICES**

AGREEMENT made as of \_\_\_\_\_, 20\_\_\_\_, between the **City of College Station** (hereinafter called the "OWNER") and **McCord Engineering, Inc.**, (hereinafter called the "ENGINEER").

WHEREAS, the OWNER owns and operates an electric transmission, substation and distribution system and desires to obtain engineering services to assist in planning and operating said system; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform, and the OWNER desires the ENGINEER to perform the engineering services herein described in respect of the System; and

WHEREAS, the OWNER owns and operates water and wastewater utility systems, drainage ways, and streets and roadways within its Municipal boundaries and desires to obtain right-of-way acquisition services to assist in obtaining utility easements, right-of-ways, etc. for such OWNER facilities; and

WHEREAS, the ENGINEER represents that he has sufficient experienced personnel and equipment to perform the desired right-of-way and easement acquisition services, and the OWNER desires the ENGINEER to perform these services herein described in respect to the stated OWNER facilities;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the OWNER and the ENGINEER agree as follows:

**ARTICLE I**  
**GENERAL**

The ENGINEER shall render diligently and competently the engineering and right-of-way acquisition services herein described.

**ARTICLE II**  
**OPERATION AND MAINTENANCE CONSULTATION SERVICES**

**Section 1.** SERVICE BY TELEPHONE OR CORRESPONDENCE. The ENGINEER shall advise the OWNER by telephone or correspondence at such times and with respect to such engineering problems as the OWNER may request, provided advice on such problems can reasonably be given on the basis of the ENGINEER'S knowledge of the System and copies of engineering studies and maps or other data furnished by the OWNER to the ENGINEER and retained in the office of the ENGINEER during the term of this Agreement as provided in Article V hereof.

**Section 2.** VISITS. The ENGINEER shall upon request of the OWNER and on a date to be agreed upon by the OWNER and the ENGINEER, visit the System to confer with management and maintenance personnel on matters pertaining to operation and maintenance of the System and perform such engineering and right-of-way acquisition services in respect of the System as can reasonably be performed during the visit.

**Section 3.** REPETITIVE SERVICES. The ENGINEER shall perform the following services at the times specified below and shall cooperate with the OWNER in scheduling any required visits to coincide, to the extent practicable, with other visits required by this Agreement:

- (a) The ENGINEER shall, upon request, provide all engineering services requested by the OWNER that are services offered by the ENGINEER in the normal course of his business.
- (b) The ENGINEER shall, upon request, provide all right-of-way and easement acquisition services requested by The OWNER for Utility System additions, drainage ways, and streets and roadways that are services offered by the ENGINEER in the normal course of his business.

**ARTICLE III**  
**INSPECTION AND CERTIFICATION OF WORK ORDER CONSTRUCTION**

The ENGINEER shall from time to time, upon request of the OWNER, visit the System and perform such engineering services as shall be required to inspect construction. Such services shall include, but not be limited to the following:

- (a) Determination that construction conforms to the OWNER'S specifications and standards and to the requirements of the National Electrical Safety Code or State codes if they are more stringent.
- (b) A review of the construction staking sheets, to determine that these records represent the construction completed and inspected.
- (c) Preparation of a list of construction clean-up notes and staking sheet discrepancies to be furnished to the OWNER to permit correction of construction, staking sheets, other records, and work order inventories.
- (d) Re-inspection of construction corrected as a result of the ENGINEER'S report.
- (e) Certification of work order inventories in accordance with the OWNER'S requirements.

**ARTICLE IV**  
**SERVICES**

During the term of this Agreement, the ENGINEER shall provide, upon request of the OWNER and agreement of the ENGINEER, engineering and right-of-way acquisition consultation services that are not furnished in the normal course of his business. In each such case, the services to be performed and compensation to be paid in these instances shall be mutually agreed upon by the parties to this Agreement and reduced to writing before any work is started, except in the case of an emergency. In case of an emergency, the details of engineering and right-of-way acquisition services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

**ARTICLE V**  
**BASIC DATA FURNISHED BY OWNER**

The OWNER shall furnish to the ENGINEER and the ENGINEER shall retain in his office, during the term of this Agreement, copies of engineering studies, maps, right-of-way acquisition materials and other pertinent data in respect of the System. The ENGINEER shall deliver to the OWNER, if requested, a written itemized receipt for such material, and shall be responsible for its safe keeping and shall return it to the OWNER, upon request, in as good condition as when received, normal wear and tear expected.

**ARTICLE VI**  
**OWNER FURNISH LINEMAN**

The OWNER shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

**ARTICLE VII**  
**COMPENSATION**

**Section 1.** The OWNER shall pay the ENGINEER for services performed hereunder as follows:

- a. In consideration of the ENGINEER maintaining personnel ready to perform engineering services, whether such services are requested or not, a monthly retainer fee in the amount of no dollars.
- b. For the services of engineering personnel, technicians, draftsmen, field party personnel, right-of-way agents etc. devoted to the obligations of the ENGINEER hereunder, the ENGINEER shall invoice the OWNER in accordance with his current Standard Cost-Plus Fee Schedule. A copy of the current (January 1, 2011) schedule is included herewith as Exhibit A. Any proposed revisions of said Standard Cost-Plus Fee Schedule during the term of this agreement will be submitted to the

OWNER. No changes to said Standard Cost-Plus Fee Schedule during the term or any renewal of this agreement shall be effective unless approved in writing by both parties.

- c. Except in the event of a duly authorized written change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract for each one year period may not exceed **six hundred thousand and 00/100 Dollars (\$600,000.00)**. Accordingly, except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total compensation to ENGINEER under this agreement, excluding any renewal periods, shall not exceed **one million eight hundred thousand and 00/100 Dollars (\$1,800,000.00)**.

**Section 2.** The ENGINEER shall maintain accurate records of all expenditures with respect to the services performed under this Agreement and in sufficient detail to serve as a basis for his preparation of statements of ENGINEER'S fee's and as a basis for the OWNER'S approval of such statements. The ENGINEER'S Statements shall list separately the cost for each project for which work was performed during the applicable billing period. The ENGINEER shall submit a Statement to the OWNER each month for all compensation due hereunder for the preceding month. Unless otherwise specified, the OWNER shall pay the ENGINEER within thirty (30) days after approval of such statements by the OWNER.

**Section 3.** The foregoing compensation shall include the use of the following instruments: All drafting instruments; surveyor's transit, chain or tape and ordinary surveying instruments, and ordinary office equipment. The use of additional equipment, which may be required, shall be compensated for at rates to be agreed upon by the OWNER and the ENGINEER.

## **ARTICLE VIII** **INSURANCE AND INDEMNIFICATION**

**Section 1.** INDEPENDENT ENGINEER. The parties agree that the ENGINEER shall be deemed to be an independent ENGINEER and not an agent or employee of the OWNER with respect to its acts or omissions hereunder. The parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the parties.

**Section 2.** INDEMNITY. The ENGINEER agrees to indemnify and hold harmless the OWNER, its officers, agents, representatives, and employees from liability, suits, claims, and causes of action on account of any damages, including court costs and all reasonable attorney fees, incurred by any person(s) or property proximately caused by the intentional or negligent acts or omissions of the ENGINEER or its officer, agents, or employees that results from the execution, operation, or performance of the activities and duties under the Agreement or damage to the OWNER, its officers, agents, representatives and employees, incurred from the reliance upon documentation supplied by ENGINEER for services requested under this

**Agreement.**

**Section 3.** INSURANCE. The ENGINEER shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the ENGINEER, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit B. All Certificates of Insurance and endorsements shall be furnished to the OWNER'S Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the OWNER *before* work commences.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 1.** LICENSE. The ENGINEER shall comply with all applicable statutes pertaining to engineering.

The ENGINEER warrants that he possesses License No. 36899 issued to him by the State of Texas on the 5th day of August, 1974.

**Section 2.** TERM. This Agreement shall become effective as of the date of execution of this Agreement, and shall remain in effect for a period of three years therefrom. Thereafter, this Agreement may be renewed on an annual basis not to exceed two such renewals upon the written approval of both parties. This Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate. Upon such termination, the OWNER shall pay the ENGINEER for such services as may have been performed prior to such termination.

**Section 3.** RETURN OF DATA. The ENGINEER shall immediately upon expiration or termination of the Agreement return to the OWNER all of the engineering studies, maps, right-of-way acquisition materials and other data furnished to the ENGINEER by the OWNER pursuant to this Agreement.

**Section 4.** QUALIFIED PERSONNEL. The obligation and duties to be performed by the ENGINEER under this Agreement shall be performed by persons qualified to perform such duties efficiently. The ENGINEER, if the OWNER shall so direct, shall replace any ENGINEER or other person employed by the ENGINEER in connection with the work. The ENGINEER shall file with the OWNER, statements, signed by the ENGINEER, of the qualifications, including specific experience, of each ENGINEER and inspector assigned to the System.

**Section 5.** COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

**Section 6.** ASSIGNMENT. The obligations of the ENGINEER under this Agreement shall not

be assigned without the approval in writing of the OWNER.

**Section 7. WARRANTY.** ENGINEER warrants the design preparation of drawings, his designation of materials and equipment, and the performance of other services pursuant to this Contract.

**Section 8. CHANGE ORDERS.** Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the total annual or aggregate amounts set forth in ARTICLE VII, Section 1, paragraph c, of this Contract. **Any request by the ENGINEER for an increase in said amounts shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

**Section 9. REQUIRED DISCLOSURE AND CONFIDENTIALITY** – All materials and information provided by the OWNER or acquired by the ENGINEER on behalf of a CITY shall be regarded as confidential information in accordance with Federal and State laws, National Electric Regulatory Council and ethical standards. The ENGINEER must ensure the confidentiality of such materials and/or information.

**Section 10. SECURITY CLEARANCES**

- a. The ENGINEER must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth, and social security number. When new personnel are assigned, this information must be clearly identified as an update to the initial list and given to the OWNER representative immediately. All workers are subject to security clearances as may be required by the City. All workers that require access to critical infrastructure or information as defined by College Station Electric Utilities must have a current seven year background check. It is the responsibility of the consultant to produce this documentation upon request. All workers must submit to a State computerized criminal history check conducted by the OWNER. Background checks will be completed and employees cleared for work before any work commences. Additional background checks may be made at anytime thereafter during the term of the contract.
- b. No employee of the ENGINEER who has a felony criminal history, is under indictment for a felony offense, or has felony criminal charges pending shall work on City projects.
- c. The OWNER reserves the right to exclude ENGINEER personnel from working on project sites should a security concern arise or to terminate the contract with the ENGINEER at any time due to breaches in security caused by the ENGINEER personnel.
- d. Under no circumstances will the ENGINEER or his / her personnel represent themselves as employees of the OWNER.
- e. Workers shall wear company furnished ID badges at all times while on the premises.

McCord Engineering Inc.

CITY OF COLLEGE STATION

By: *Jimmy D. McCord*  
Printed Name: Jimmy D. McCord  
Title: President  
Date: 3/9/11

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

ATTEST:

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

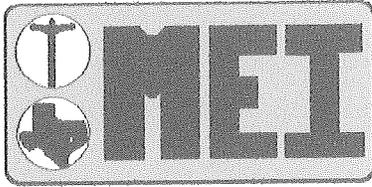
APPROVED:

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_





**McCord Engineering, Inc.**  
 916 Southwest Parkway East, P.O. Box 10047  
 College Station, Texas 77842  
 (979) 764-8356 Fax (979) 764-9644

**CONFIDENTIAL**

It is the policy of our company not to disclose employee rate information to our employees. If you should have any questions regarding this fee schedule, please address them to Mr. Jimmy McCord or Mrs. Debby Sikes **ONLY**.

**TO:** City of College Station

January 1, 2011

**“EXHIBIT A”**

**COST-PLUS FEE SCHEDULE**

**Electrical Engineering Consulting Services**

- \*1. Salaries and Wages of Engineers, Engineering Aides, Technicians, Typists, etc. at cost plus a maximum of 160% (Current rate is 140%).
- 2. Mileage @ a maximum of \$0.60 per mile (Current rate is \$0.50 per mile).
- 3. Out of pocket expenses (Meals, Motel, Phone, Printing, Computer Usage, etc.) - at cost.

\*The rates for personnel in this category are subject to changes as required for the firm to maintain qualified personnel. The present hourly rates are quoted below and no major changes are currently anticipated.

Registered Professional Senior Engineers/Division Managers .....	\$45.00-\$125.00
Registered Professional Staff Engineers/Division Managers.....	\$25.00-\$50.00
Senior Engineering Assistants/Division Managers .....	\$20.00-\$50.00
Computer Programmers .....	\$15.00-\$35.00
Field Services Representatives.....	\$15.00-\$35.00
Special Services Superintendent .....	\$20.00-\$45.00
Administrative/Assistants/Division Manager .....	\$15.00-\$60.00
Clerical.....	\$10.00-\$20.00
CAD Technician/Designer/Draftsmen.....	\$15.00-\$30.00
Technicians/Engr. Assts. /Field Crew Personnel.....	\$ 8.00-\$30.00

Our services are billed on a monthly basis with payment due net 30 days.

## EXHIBIT B

### Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "C", and approved by the City before work commences.**

3. The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College

Station by certified mail, return receipt requested.

- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverage's according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insured's" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any

autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*A. Definitions:*

*Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed*

*and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

*E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

*(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

*(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

*(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*

*(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*

*(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the Contractor:*

*(a) a certificate of coverage, prior to the other person beginning work on the project; and*

*(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

(6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

(7) *contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.*

**8. Professional Liability requirements:**

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

## EXHIBIT C

### Insurance Certification

17

*CRC Approved: 01-29-08*  
Contract No.: 11-186  
3-8-2011

51



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: FE

DATE (MM/DD/YYYY)

02/07/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anco Insurance B/C/S P. O. Box 3889 Bryan, TX 77805 Don Smith, CPCU, ARM		979-776-2626  979-774-5372	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MCCOR-1</b>	FAX (A/C, No):
<b>INSURED</b> McCord Engineering Inc. P.O. Box 10047 College Station, TX 77842		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 19046
		<b>INSURER A :</b> The Travelers/Direct Bill		
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			PACP-8138L473	01/02/11	01/02/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA8139L678	01/02/11	01/02/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP 8409Y722	01/02/11	01/02/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3627T398	01/02/11	01/02/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contents & Compute			PACP-8138L473	01/02/11	01/02/12		406,644

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured and Waiver of Subrogation is provided on the general liability and auto liability if required by written contract per the attached policy forms. Blanket Waiver of Subrogation is provided on the workers' compensation policy if required by written contract per the attached policy forms.

<b>CERTIFICATE HOLDER</b>  CITY034  City of College Station Purchasing Dept. P. O. Box 9960 College Station, TX 77842-9960	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,800,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 24th DAY OF MARCH, 2011.

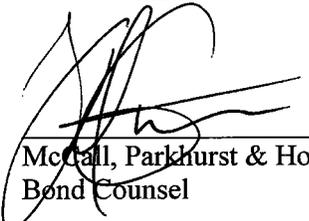
\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:



---

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

## Exhibit "A"

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

Electric Utility Engineering Services to include new and existing electric systems and new electric substations

**March 24, 2011**  
**Consent Agenda**  
**Professional Service Contract with McCord Engineering, Inc. and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** David Neeley, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends Council approve the contract with McCord Engineering, Inc and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This contract will be for an original term of three (3) years at \$600,000 per year for a total of \$1,800,000 for a three (3) year period. The City of College Station Electric Utilities Department has utilized McCord Engineering, Inc. for many years for electric engineering services. McCord Engineering is a highly-qualified local business and is very responsive to the needs of the City. It is anticipated over the three year contract that McCord Engineering will provide design services for new and existing electric systems and several new electric substations.

**Budget & Financial Summary:** Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for professional services related electric capital improvement projects. It is anticipated that long term debt will be used for the capital items covered by this contract. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the capital costs anticipated to be incurred as part of this contract. This debt is scheduled to be issued later this fiscal year and in future fiscal years.

**Attachments:**

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

**March 24, 2010**  
**Consent Agenda Item No. 2f**  
**Renewal of Electric Annual Construction Contract and a**  
**Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** David Neeley, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action and discussion on the Renewal of Electric Annual Construction Contract #10-121, Bid #10-31, with H&B Construction for \$860,161.92 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends renewal of the Annual Construction Contract with H&B Construction in the amount of \$861,161.92 and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This contract was approved by Council on April 8, 2010 for supplemental labor and equipment to construct the required electric distribution line extensions and conversion and provide necessary maintenance of the City's electric distribution system for a 12 month period. This is the first renewal for this contract.

**Budget & Financial Summary:** The original amount of contract was for \$819,201.83. The current contract allowed for the increase in the contract amount of up to 8% by mutual agreement of both parties. This first renewal will be with a 5% increase for a new contract amount of \$861,161.92. Funds are budgeted for electric capital system improvements and conversion in College Station Electric Utility Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for this contract. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Renewal Acceptance Letter
2. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew bid No. 10-31 (Contract No. 10-121), for Electric Line Extension, System Upgrade, and URD Conversion in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning April 22, 2011 through April 21, 2012 and with the 5% increase, the new total amount of the contract is \$860,161.92 (Eight hundred sixty thousand one hundred sixty one and 92/100 dollars).

**H&B CONSTRUCTION, Ltd.**

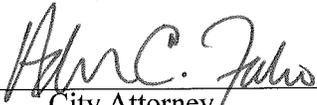
  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

2/28/2011  
\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

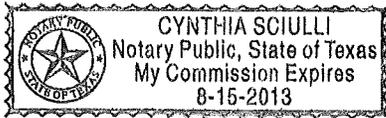
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF MONTGOMERY

This instrument was acknowledged on the 28th day of February, 2011,

by William H. Hendrix II in his/her capacity as Managing Partner of H+B Construction, Ltd., a \_\_\_\_\_ Limited Partnership, on behalf of said corporation.



Cynthia Sciulli  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

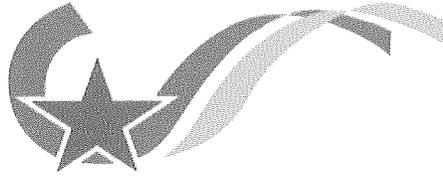
This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2011,

by \_\_\_\_\_, in his/her capacity as City Manager of the City of College Station, a Texas

home-rule municipality, on behalf of said municipality.

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

\*\*\*\*\*



CITY OF COLLEGE STATION

1101 Texas Ave \* College Station, TX 77842 \* (979) 764-3823

[www.cstx.gov](http://www.cstx.gov)

**ADDENDUM No. 1**

**BID No. 10-31**

Date: March 12, 2010  
To: All Interested Parties  
From: Cynthia Sciulli, C.P.M. - Buyer  
Re: **Bid No. 10-31 – Annual Electric System Construction Maintenance**

The following additions/clarifications to Bid No. 10-31 are hereby made a part of the Bid Documents for the above referenced project as fully and as completely as though the same were included therein.

**Q&A/Clarification/Revisions**

1. Attached are examples of work instructions and staking sheets.
2. **Extension of Contract**

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

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your bid to be considered non-responsive.

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$865,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 24th DAY OF MARCH, 2011.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

Electric Distribution Line Extensions and Conversions and Distribution System Maintenance (primarily the replacement of electric poles)

March 24, 2011  
Consent Agenda Item No. 2g  
Four-way Stop: North Forest at Appomattox

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at the intersection of North Forest and Appomattox to a four-way stop controlled intersection.

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

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

**Summary:** The existing intersection of North Forest and Appomattox has stop signs on three of the four approaches; eastbound North Forest being the only approach that doesn't have a stop sign.

Using the line of sight criteria identified in the *2004 Policy on Geometric Design of Highways and Streets*, the sight distance for vehicles setting at the northbound Appomattox stop sign is inadequate to see vehicles approaching the intersection from the left (i.e., traveling eastbound on North Forest) due to the brick fence.

Most of the traffic traveling eastbound on North Forest turns right at the intersection into the neighborhood. However, a motorist on Appomattox doesn't always know whether the traffic on North Forest will turn right or go straight, and if they assume incorrectly, they could pull out in front of a vehicle traveling 45 mph.

Due to the inadequate sight distance and 45 mph speed limit, a multi-way stop is recommended for this intersection.

**Budget & Financial Summary:** The "Stop" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

**Attachments:**

1. Ordinance
2. Location Map

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

**AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION C "FOUR WAY STOP INTERSECTIONS", TRAFFIC CONTROL DEVICE INVENTORY "SCHEDULE II", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING 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 2 "TRAFFIC CONTROL DEVICES", SUBSECTION C "FOUR WAY STOP INTERSECTIONS", TRAFFIC CONTROL DEVICE INVENTORY "SCHEDULE II", 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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of March, 2011.

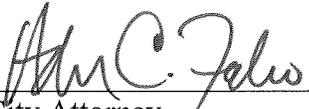
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

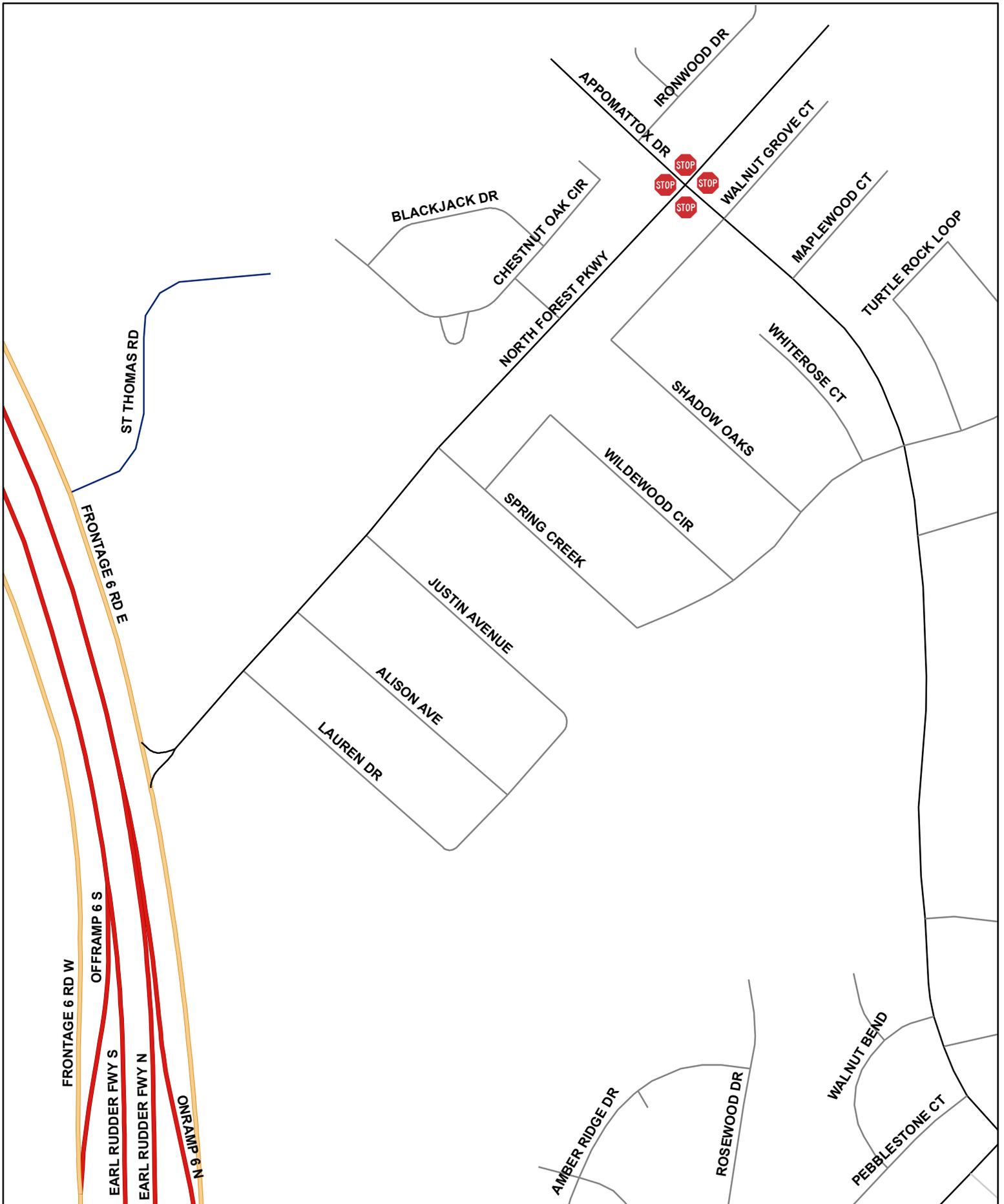
APPROVED:

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

**EXHIBIT "A"**

That **CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION C "FOUR WAY STOP INTERSECTIONS", TRAFFIC CONTROL DEVICE INVENTORY "SCHEDULE II"**, is hereby amended to include the following:

North Forest Parkway at Appomattox Drive



4-Way Stop:  
North Forest at Appomattox

**March 24, 2011**  
**Consent Agenda Item No. 2h**  
**Intersections Controlled with Stop Signs**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on consideration of an ordinance modifying Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersection approaches.

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

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

**Summary:** This item will modify Chapter 10, "Traffic Code," by updating schedule III of the Traffic Control Device Inventory to add STOP signs at various intersection approaches.

**Budget & Financial Summary:** The "Stop" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

**Attachments:**

1. Ordinance
2. Map

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION D "SPECIAL HAZARD INTERSECTIONS CONTROLLED BY STOP SIGNS" TRAFFIC CONTROL DEVICE INVENTORY - "SCHEDULE III", 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 2 "TRAFFIC CONTROL DEVICES", SUBSECTION D "SPECIAL HAZARD INTERSECTIONS CONTROLLED BY STOP SIGNS" TRAFFIC CONTROL DEVICE INVENTORY - "SCHEDULE III", 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 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24<sup>th</sup> day of March, 2011.

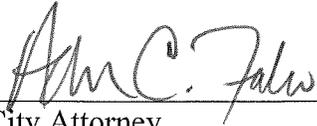
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

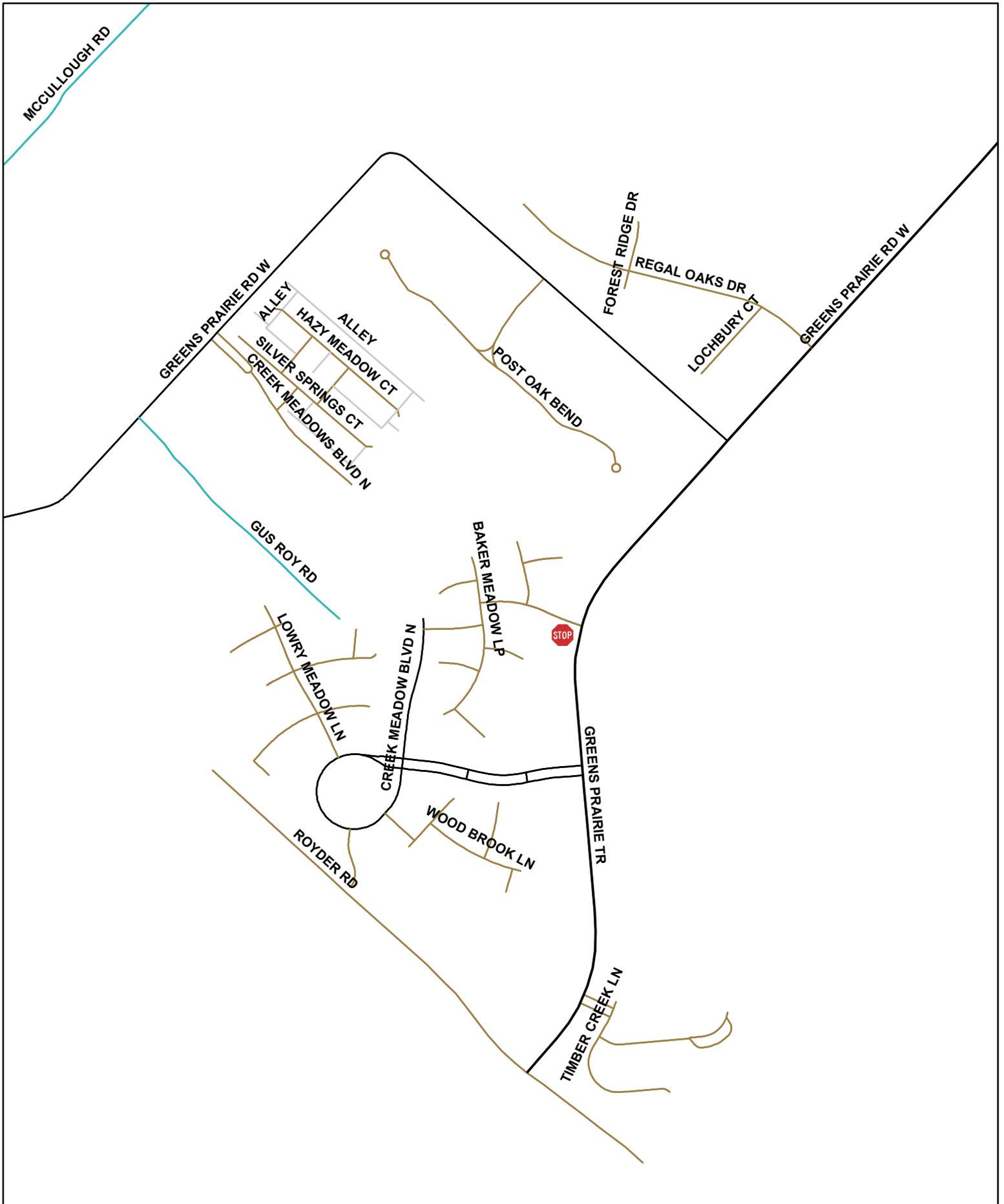
APPROVED:

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

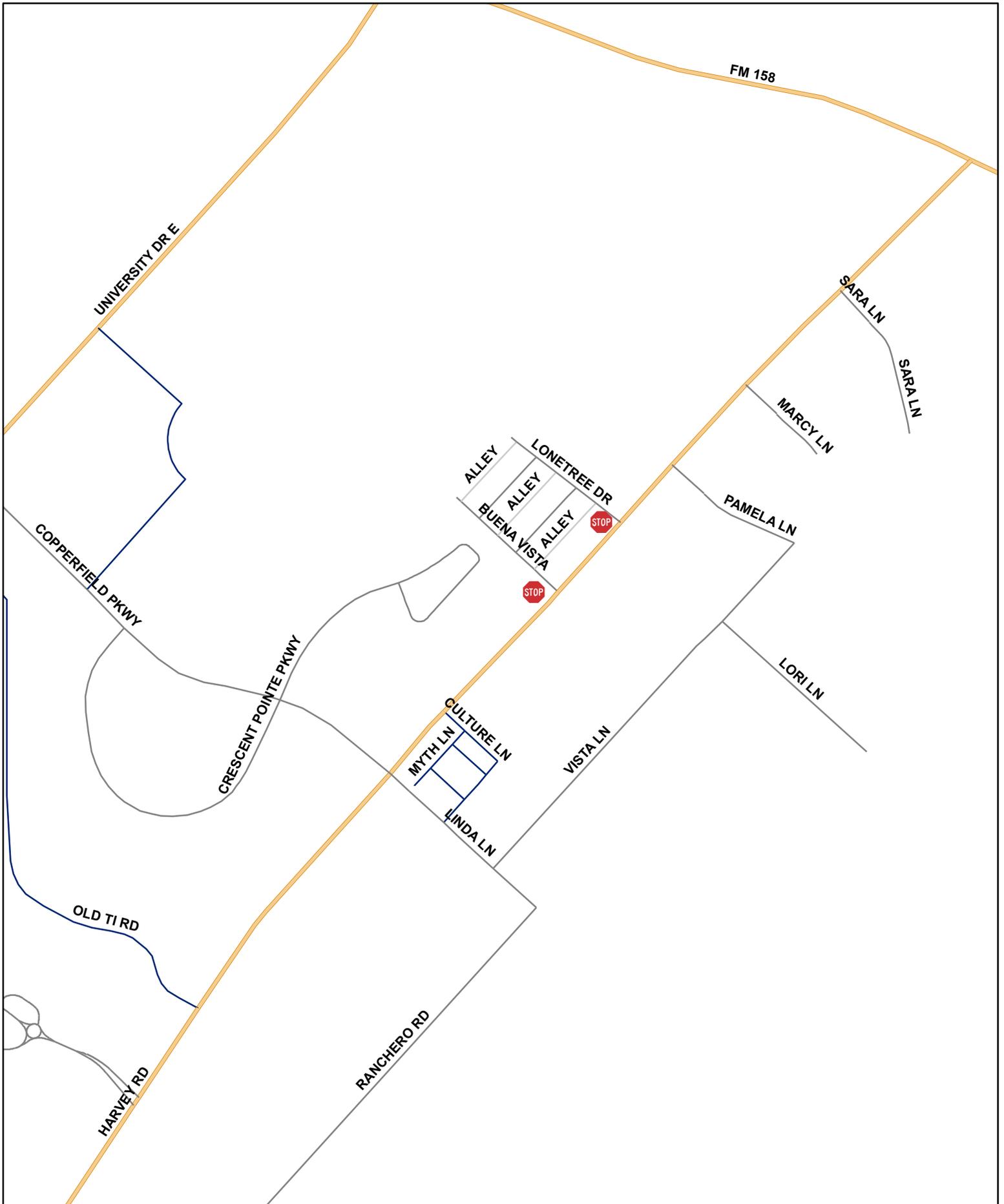
**EXHIBIT "A"**

That **CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", SUBSECTION D "SPECIAL HAZARD INTERSECTIONS CONTROLLED BY STOP SIGNS" TRAFFIC CONTROL DEVICE INVENTORY – "SCHEDULE III"** is hereby amended to include the following:

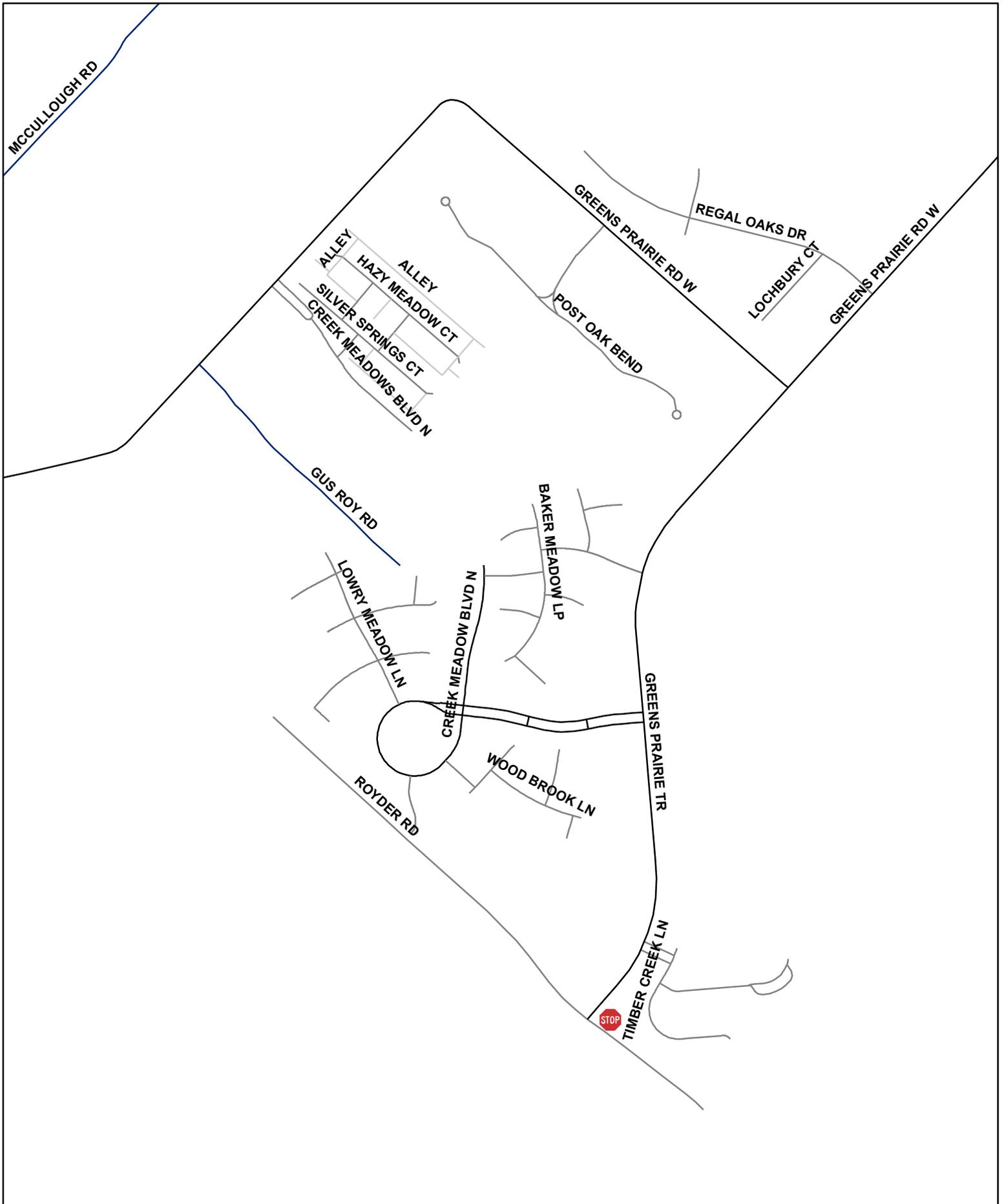
1. Clear Meadow Creek at Greens Prairie Road
2. Lonetree Drive at Harvey Road
3. Buena Vista at Harvey Road
4. Royder Road at Greens Prairie Trail
5. Newark Circle at Castlegate Drive
6. Donnington Drive at Newark Circle



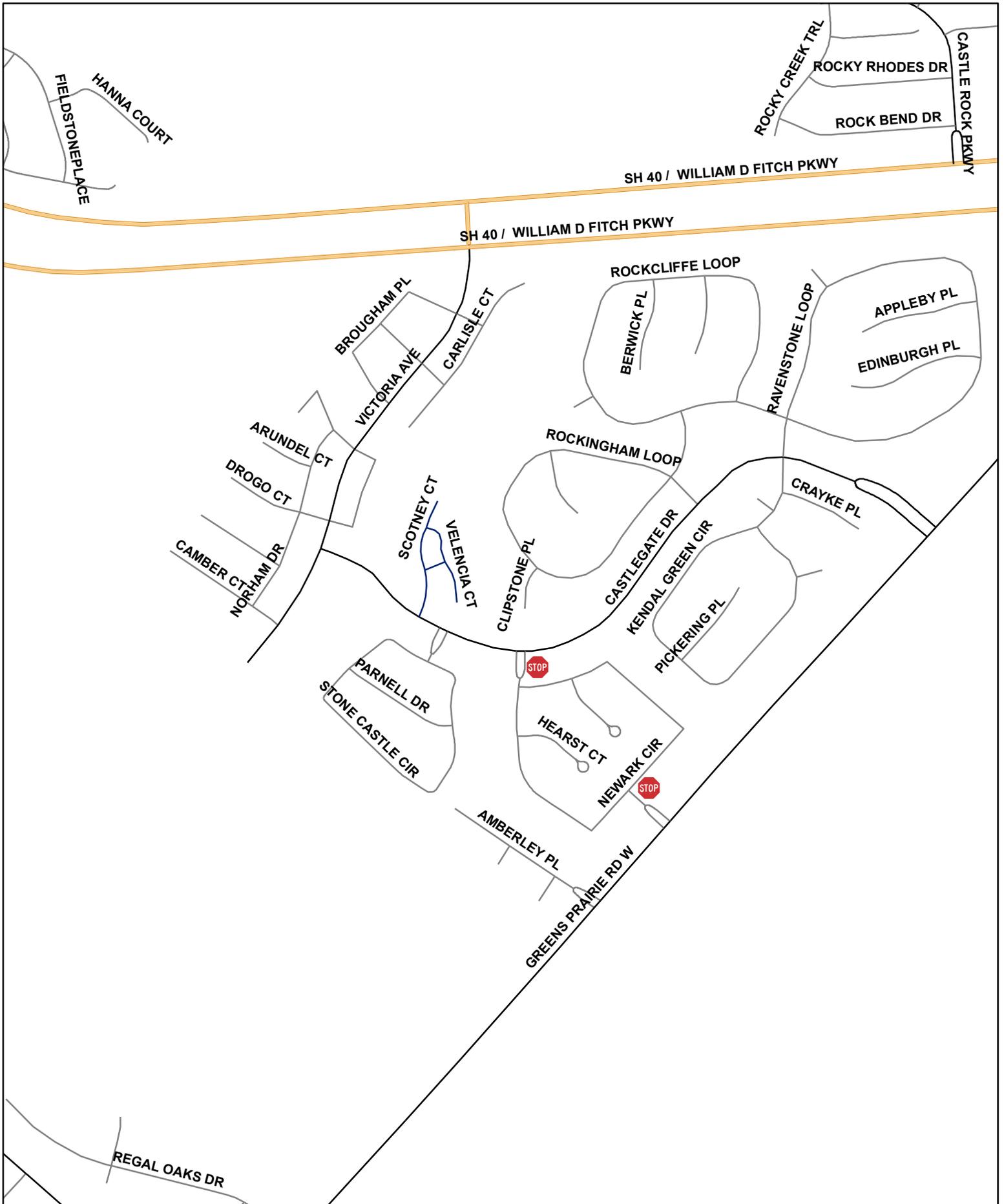
# Clear Meadow Creek at Greens Prairie Rd



Lonetree Drive at Harvey Road  
Buena Vista at Harvey Road



# Royder Rd at Greens Prairie Tr



Newark Circle at Castlegate Dr &  
Donnington Drive at Newark Circle

**March 24, 2011**  
**Consent Agenda Item No. 2i**  
**2005 Bike Loop Phase II – College Station**  
**Bike Loop Completion Construction Contract Award**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to award the construction contract for the 2005 Bike Loop Phase II – College Station Bike Loop Completion to Fuqua Construction Company, Inc. in the amount of \$257,443.64.

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

**Recommendation(s):** Staff recommends award to Fuqua Construction Company, Inc. in the amount of \$257,443.64.

**Summary:** This contract is for the third segment of the original College Station Bike Loop project, which was an ISTEA grant proposal to construct a somewhat circular connection of bicycle facilities throughout the City of College Station linking several residential areas, commercial areas, City parks and municipal buildings. The first segment involved striping and signage of bike lanes and routes in various locations throughout the City. The second segment includes off street paths within Lemontree Park, Bee Creek Park, and Central Park.

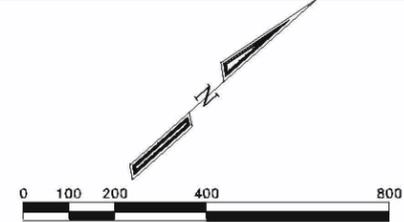
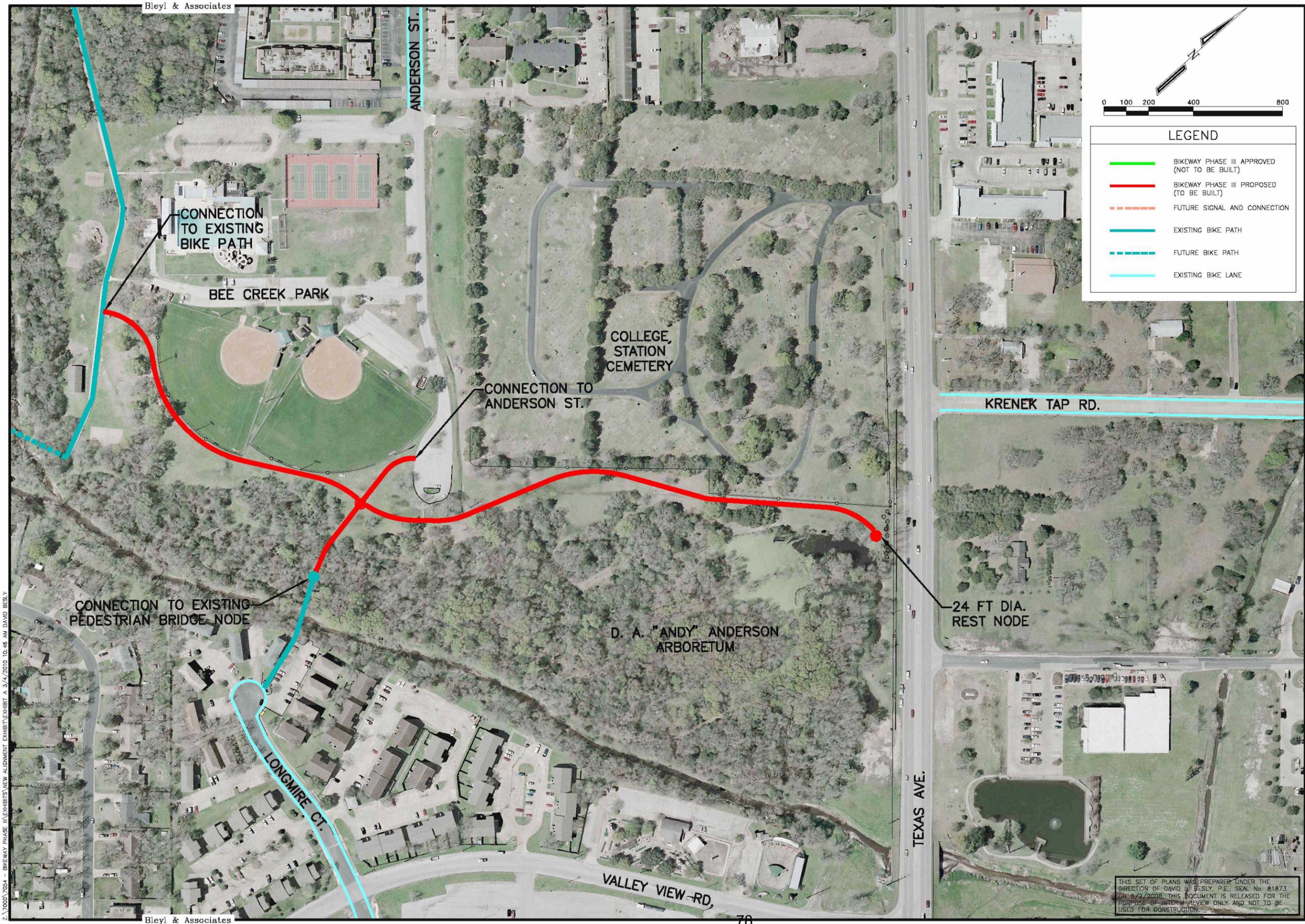
This phase will complete the portion of the Bike Loop within Bee Creek Park and will provide an important connection with the pedestrian improvements along Longmire Drive, linking the southern part of town to central College Station and the Texas A&M campus for multimodal users. The connection will also allow access to the Bike Loop from the hike and bike path currently under construction along FM 2818.

In accordance with the Bike Loop Development Agreement with TxDOT, this award must be conditioned upon TxDOT's review and approval of the bid received.

**Budget & Financial Summary:** The total budget for the Bike Loop project is \$1,529,826. The budget includes \$327,202 from the 2005 Bike Loop project (ST-0530), \$169,000 from the Miscellaneous Bike Trails project (ST-9803), and \$1,033,624 from the Hike and Bike Trails project (ST-0521). A total of \$941,387.80 has been expended or committed to date for the development of this design and design and construction of the 2005 Bike Loop – Longmire Improvements. Funds in the amount of \$588,438.20 remain for construction of this phase of improvements. As part of Texas Statewide Transportation Enhancement Program, 80% of construction expense will be reimbursed by TxDOT.

**Attachments:**

1. Project Map
2. Non Standard Form of Construction Agreement (On File in the City Secretary's Office)
3. Bid Summary



**LEGEND**

- BIKEWAY PHASE III PROPOSED (TO BE BUILT)
- BIKEWAY PHASE III APPROVED (NOT TO BE BUILT)
- - - FUTURE SIGNAL AND CONNECTION
- EXISTING BIKE PATH
- - - FUTURE BIKE PATH
- EXISTING BIKE LANE

REV	DATE	BY	APP	COMMENT
1				
2				
3				
4				

SCALE: AS SHOWN  
 DATE: JANUARY 2010  
 DRAWN BY: JDI  
 PROJECT MANAGER: DAVID L. BESLY, P.E.

PREPARED FOR:  
 CITY OF COLLEGE STATION  
 COLLEGE STATION, TEXAS 77840

**Bleyl & Associates**  
 Project Engineering & Management  
 1722 BROADMOOR STE. 210  
 BRYAN, TEXAS 77802  
 (979) 288-1125 PHONE  
 (979) 280-3843 FAX

9281 N. LOOP 136 W  
 COLLEGE STATION, TEXAS 77704  
 (936) 441-7833 PHONE  
 (936) 760-3833 FAX

TEXAS BOARD of PROFESSIONAL ENGINEERS: F-678

**EXHIBIT A**  
 ALTERNATE ALIGNMENT  
 01-12-2010

**2005 BIKE LOOP PROJECT**  
**CoCS PROJECT (ST-0530)**  
 CITY OF COLLEGE STATION  
 BRAZOS COUNTY, TEXAS

**DRAFT FOR INTERIM REVIEW ONLY**

PROJECT NUMBER  
**7054**

FILE NAME:  
 NEW ALIGNMENT EXHIBIT.DWG

SHEET:  
**1 OF 1**

THIS SET OF PLANS WAS PREPARED UNDER THE DIRECTION OF DAVID L. BESLY, P.E., SEAL No. 81873 ON 6/2/2008. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY AND NOT TO BE USED FOR CONSTRUCTION.

Z:\2000\7054 - BIKEWAY PHASE III\EXHIBITS\NEW ALIGNMENT EXHIBIT A 3/4/2010 10:46 AM.DAVID BESLY

**Bid Package Summary**  
**February 17, 2011**  
**Phase II Bike Loop Completion**  
**Bid No. 11-01**

Description	Barsh Construction	Brazos Paving	Brazos Wide Tracks	Knife River South	Follis-Cole
<b>Base Bid</b>	\$ 347,475.00	\$ 319,570.88	\$ 329,885.70	\$ 324,390.60	\$ 370,744.57
<b>Total Calendar Days</b>	90	90	90	90	90
<b>Addendum 1</b>	Yes	Yes	Yes	Yes	Yes
<b>Addendum 2</b>	Yes	Yes	Yes	Yes	Yes
<b>Bid Bond</b>	Yes	Yes	Yes	Yes	Yes
<b>Bid Form</b>	Yes	Yes	Yes	Yes	Yes
<b>Certification(s)</b>	Yes	Yes	Yes	Yes	Yes
<b>Experience &amp; Data Information</b>	Yes	Yes	Yes	Yes	Yes

Description	Fuqua Construction	Larry Young Paving	Marek Brothers*	OCC Construction	Palomares Construction
<b>Base Bid</b>	\$ 257,443.64	\$ 258,965.20	\$ 317,357.01	\$ 354,526.41	\$ 342,023.26
<b>Total Calendar Days</b>	90	90	90	90	90
<b>Addendum 1</b>	Yes	Yes	Yes	Yes	Yes
<b>Addendum 2</b>	Yes	Yes	No	Yes	Yes
<b>Bid Bond</b>	Yes	Yes	Yes	Yes	Yes
<b>Bid Form</b>	Yes	Yes	No	Yes	Yes
<b>Certification(s)</b>	Yes	Yes	Yes	Yes	Yes
<b>Experience &amp; Data Information</b>	Yes	Yes	Yes	Yes	Yes

\*Marek Brothers did not acknowledge Addendum 2 which included a revised bid form

**March 24, 2011**  
**Consent Agenda Item No. 2j**  
**Annual Blanket Order for Janitorial Supplies**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding renewal of a contract for Janitorial Supplies. This is the final renewal of a contract with Criswell Distributing. Criswell Distributing is requesting a 3% increase to the current, not to exceed, contract amount of \$52,744.14. The increase will result in a final, not to exceed, contract amount of \$54,326.32.

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

**Recommendation(s):** Staff recommends renewal of the contract with Criswell Distributing for \$54,326.32

**Summary:** In 2008 the City of College Station had a contract with Pro Star Industries for janitorial supplies for a not to exceed amount of \$57,174.18. In 2009, this service was bid and awarded to Criswell Distributing. The agreement with Criswell Distributing is an annual agreement for one (1) year with two (2) additional year renewals upon mutual consent of the City and the vendor. This is the final renewal of the contract. This is the second requested increase to the contract. The original contract was awarded on March 26, 2009 for a not to exceed amount of \$51,208.25. The first renewal was approved, with a 3% increase, on April 6, 2010 for a not to exceed amount of \$52,744.14. This is the final year of the contract.

**Budget & Financial Summary:** Funds are budgeted and available in the Public Works Facilities Maintenance Budget.

**Attachments:**

1. Renewal Letter

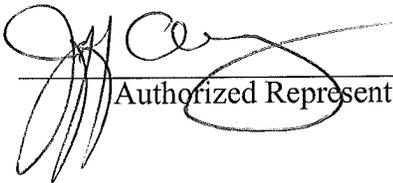
.....

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid No. 09-44 for Annual Janitorial Supplies in accordance with all terms and conditions previously agreed to and accepted including a proposed 3% increase not to exceed \$54,326.32.

I understand this renewal term will be for the period beginning April 1, 2011 through March 31, 2012.

**RAY CRISWELL DISTRIBUTING**

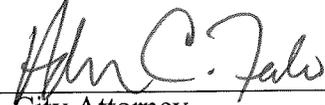
  
\_\_\_\_\_  
Authorized Representative

3/09/2011  
\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 9 day of March, 2011,  
by Jeff Clary in his/her capacity as President of  
Ray Criswell Dist, a TEXAS Corporation, on behalf of said corporation.



Tina P. Elkins  
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 capacity as City Manager of the City of College  
Station, a Texas  
home-rule municipality, on behalf of said municipality.

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

\*\*\*\*\*



CITY OF COLLEGE STATION

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

**SPECIFICATIONS FOR  
ANNUAL BLANKET FOR JANITORIAL SUPPLIES  
BID #09-44**

**BID OPENING DATE: MARCH 6, 2009 @ 2:00 P.M. CST**

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Friday, March 6, 2009 at 2:00 P.M. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, C.P.M., Buyer, Purchasing Services Division, (979) 764-3437, email [csciulli@cstx.gov](mailto:csciulli@cstx.gov). **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

**INTRODUCTION**

The City of College Station is soliciting bids for purchase janitorial supplies from qualified vendors with the following Conditions of Bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

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

**SPECIFIC TERMS AND CONDITIONS**

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

**Collusion**

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

**Communication**

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

**Confidentiality**

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

**Delivery**

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

**Extension of Contract**

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**Fiscal Funding**

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

**Forms**

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

**Indemnification**

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

**Independent Contractor**

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

**March 24, 2011**  
**Consent Agenda Item No. 2k**  
**Project Number WF0352553**  
**Parallel Wellfield Collection Line**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to decrease Professional Services Contract 07-086 by \$24,226.74. This contract between Malcolm Pirnie, Inc. and the City of College Station is for the design and construction administration services associated with the Parallel Wellfield Collection Line project.

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

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

**Summary:** This professional services contract included \$35,465 for reimbursable labor and expenses for services such as attending progress meetings, site visits, resolving construction issues resulting from unforeseen site conditions, etc. The construction of the Water Well No. 8 Well Collection Pipeline, also designed by Malcolm Pirnie was in construction simultaneously with the Parallel Wellfield Collection Line. Staff was able to more efficiently utilize the time of the design team by coordinating many of these project progress meetings on the two different projects and combining many of the meetings and site visits; thereby decreasing the number of meetings and decreasing the amount of time required of the design team.

**Budget & Financial Summary:** Change Order No. 3 will decrease the contract amount by \$24,226.74 for a revised contract total of \$232,563.26. This project is now complete and the project came in under budget. The balance of the project will be relocated to other Water capital projects.

**Attachments:**

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

**CHANGE ORDER NO. 3**  
P.O.# 070370

Contact # 07-086  
PROJECT: Parallel Wellfield Collection Line

DATE: March 1, 2011

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

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

**PURPOSE OF THIS CHANGE ORDER:**

A. The contract included \$35,465 for reimbursable hours and expenses for items such as attending project meetings and site visits. The - \$24,226.74 change reflects unused hours/expenses due to efficient work practices and overlapping the project with the Well 8 Collection Line.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Unused reimbursable hours/expenses	\$1.00	\$35,465.00	\$11,238.26	(\$24,226.74)
					TOTAL	(\$24,226.74)

THE NET AFFECT OF THIS CHANGE ORDER IS A 10.8% DECREASE.

ORIGINAL CONTRACT AMOUNT	\$224,335.00		
Change Order No. 1	\$32,455.00	14.47%	CHANGE
Change Order No. 2	\$0.00	0%	CHANGE
Change Order No. 3	(\$24,226.74)	-10.80%	CHANGE
TOTAL:	\$232,563.26	3.67%	

APPROVED

A/E CONTRACTOR

Date

CHIEF FINANCIAL OFFICER

Date

PROJECT MANAGER

Date

CITY ATTORNEY

Date

DEPARTMENT DIRECTOR

Date

MAYOR

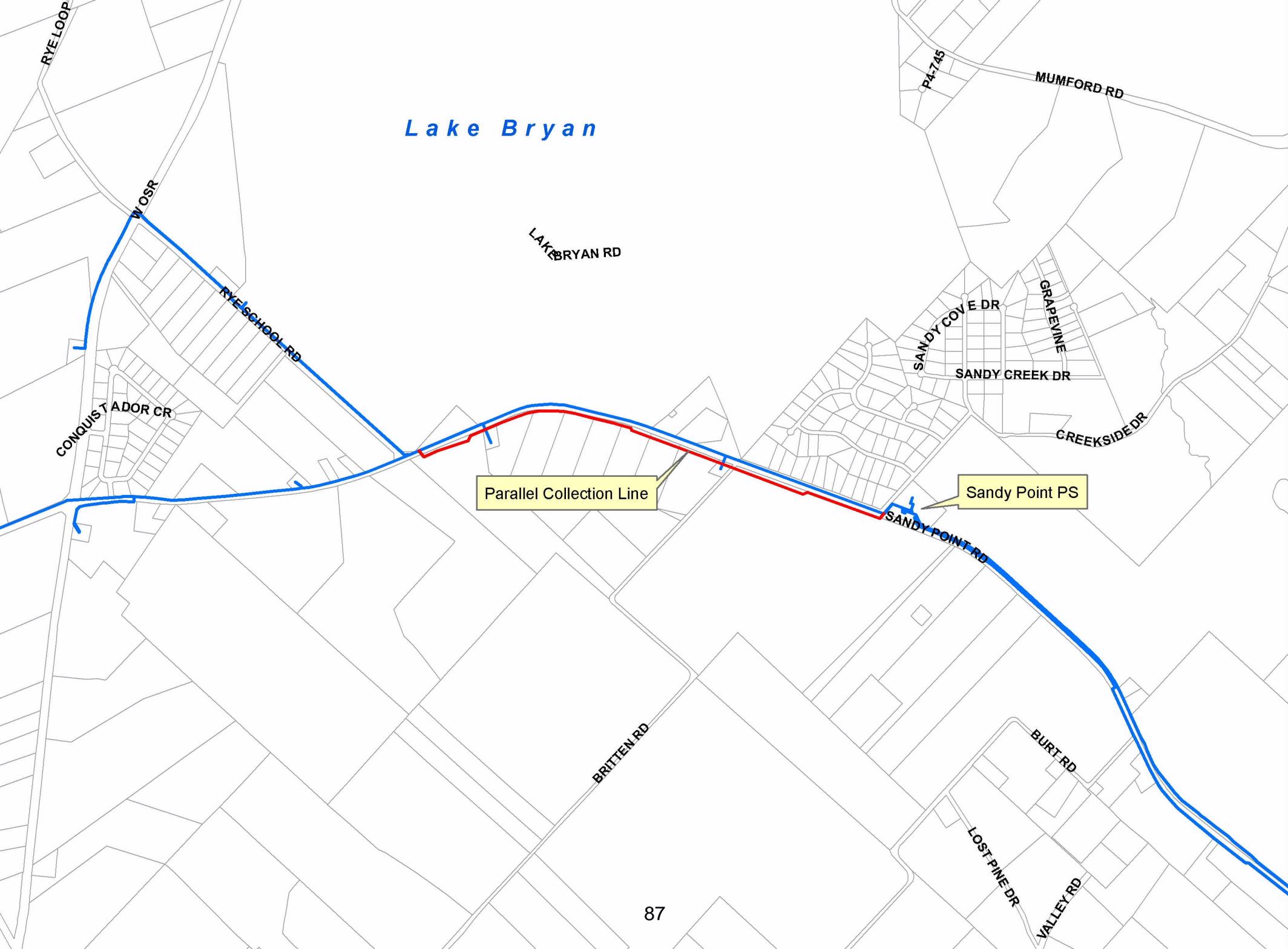
Date

CITY SECRETARY

Date

CITY MANAGER

Date



Lake Bryan

Parallel Collection Line

Sandy Point PS

87

RYE LOOP

W OSR

RYE SCHOOL RD

CONQUISTADOR CR

LAKBRYAN RD

BRITTEN RD

PA-745

MUMFORD RD

SANDY COVE DR

SANDY CREEK DR

GRAPEVINE

CREEKSIDE DR

SANDY POINT RD

BURT RD

LOST PINE DR

VALLEY RD

**March 24, 2011**  
**Consent Agenda Item No. 2L**  
**Office of the Governor Criminal Justice Division (CJD) Grant**

**To:** David Neeley, City Manager

**From:** Jeff Capps, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion on the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.

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

**Recommendation(s):** Staff recommends Council approval.

**Summary:** The CJD's mission is to create and support programs that protect people from crime, reduce the number of crimes committed, and to promote accountability, efficiency, and effectiveness within the criminal justice system. CJD focuses on the enhancement of Texas' capacity to prevent crime, provide service and treatment options, enforce laws, train staff and volunteers, and the restoration of crime victims to full physical, emotional and mental health.

This CJD grant will provide 100% funding for the purchase of equipment necessary to outfit four additional part time bicycle officers. The addition of these officers to the current four officer part time bicycle unit will allow for continual officer coverage of the Northgate Entertainment District during the peak hours of activity as well as allow for bicycle coverage in other areas of the city to focus on other problems such as burglary.

This grant will also provide 100% funding for the purchase of digital cameras to be used by our patrol officers. There are many times during a patrol shift in which an officer needs a camera to take photos for evidentiary purposes. Though a few cameras are currently available to our officers, the numbers are limited requiring officers to share and deliver cameras from one location to another. This has a profound impact on our efficiency in addition to the risk of losing evidence if a time sensitive situation arises such as a rain storm arriving that could wash away evidence or redness from an assault fading.

There is no local match requirement for CJD, but grant funding will only be provided for the initial equipment purchase. Due to this, any other associated costs such as maintenance, repair, or replacement will be the responsibility of the grantee agency.

**Budget & Financial Summary:** The equipment necessary to outfit four (4) part time bicycle officers will total approximately \$19,420. Annual maintenance, repair, or replacement is estimated to not exceed \$3000 for the entire eight (8) officer unit. The equipment necessary to provide each officer with a digital camera will total approximately \$11,020. Annual maintenance, repair, or replacement is estimated to not exceed \$2000.

**Attachments:**

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR THE SUBMISSION OF A GRANT APPLICATION FOR THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION (CJD) FUNDS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES THAT MAY ARISE DURING PROCESSING OF SAID APPLICATION.

WHEREAS, the City Council of College Station has expressed commitment to providing for the health and safety of its citizens; and

WHEREAS, the City of College Station Police Department is dedicated to seeking efficient and effective means to reduce crime and recover evidence; and

WHEREAS, the Office of the Governor has issued a Request for Applications for CJD funding to reduce crime and improve the criminal justice system; and

WHEREAS, the eligible activities under CJD are consistent with the strategies identified in the Police Department's Operational Plan; and

WHEREAS, eligible activities under CJD can be expected to enhance the City's existing policing services, and alleviate health and safety concerns.

WHEREAS, the City Council acknowledges that the grant requires the City to pay any maintenance costs beyond the initial purchase of equipment; now, therefore,

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

PART 1: That the City Council hereby authorizes the City Manager or his designees to execute documents necessary for the submission of a grant application for CJD funds to the Officer of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: 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

**March 24, 2011**  
**Consent Agenda Item No. 2m**  
**Partial Settlement Agreement with College Station Inn**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on a Partial Settlement Agreement between the City of College Station and Virtual Equity Group, Inc. and Mega Equity Holdings for delinquent hotel occupancy taxes for case number 10-10-00052-CV in the 10<sup>th</sup> District Court of Appeals, Waco Texas.

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

**Summary:** The City of College Station has taken action to get unpaid Hotel Tax paid from the hotel located at 1503 Texas Avenue South which was known as the Clarion Inn, and is now the College Station Inn. The City took legal action to collect the \$210,409.95 in local hotel tax owed to the City. An additional amount of \$31,611.50 in penalty has also accrued. The City filed liens on the property to collect these hotel taxes. The firm that handles the City's delinquent property tax collections, McCreary, Veselka, Bragg and Allen has been working on this matter for the City.

This issue has been working its way through the legal system. Currently the case is before the 10<sup>th</sup> Court of Appeals in Waco. Instead of rendering a decision in the matter, the Appeals Court asked both sides to enter into mediation. The mediation was held on February 17. As a result of the mediation, a Partial Settlement Agreement has been reached with Virtual Equity Group and Mega Equity Holdings to pay \$195,000. The Partial Settlement Agreement releases Virtual Equity Group and Mega Equity Holdings from any additional claims on this matter. The Partial Settlement Agreement does not release any other groups from liability. The City will continue to attempt to collect the remaining tax owed from AMR Ventures and others that are legally liable for the remaining delinquent hotel occupancy tax due.

**Budget & Financial Summary:** The \$195,000 in funds to be received from this settlement agreement will be placed in the Hotel Tax Fund.

**Attachments:**

1. Partial Settlement Agreement

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IN THE COURT OF APPEALS FOR THE TENTH DISTRICT  
OF TEXAS AT WACO, TEXAS

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City of College Station, Texas,

*Appellant,*

v.

Virtual Equity Group, Inc. and Mega Equity Holdings,

*Appellees.*

---

PARTIAL SETTLEMENT AGREEMENT

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TO THE HONORABLE COURT OF APPEALS:

The parties hereto are the City of College Station (College Station) and Virtual Equity Group, Inc. and Mega Equity Holdings, the latter two parties being referred to as VEG and Mega.

In order to resolve doubtful and disputed controversies, buy peace, and avoid further litigation, College Station on the one part and VEG and Mega on the other part, agree to partially compromise the matters in dispute herein. The parties, therefore, agree as follows:

1. VEG agrees to pay College Station \$195,000.00. Those funds will be wire transferred from VEG to College Station upon the final execution of this settlement document to routing number 113193532, directing

credit to the City of College station for hotel occupancy taxes on the Clarion Hotel at 1503 Texas Avenue South.

2. Upon payment of the funds referenced above, College Station agrees to release claims for personal liability against VEG and Mega, and their successors and assigns regarding their interest in the below described property forever, for hotel occupancy taxes due to College Station and included in the judgment taken in the trial court in this case below. College Station does not hereby release any sums or any claims for personal liability against AMR Ventures, L.L.C., BRJS Hospitality, L.L.C., or against any other party other than VEG and Mega and their successors and assigns regarding their interest in the below described property, and asserts its powers to collect any remaining taxes due from the judgment below against AMR Ventures, L.L.C., BRJS Hospitality, L.L.C., or any other party other than those released herein.
3. College Station further releases any liens securing the taxes mentioned in the judgment in the trial court below against that property described as:

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot 2, Block "B," Culpepper Plaza an addition to the City of College Station, Texas, according to the plat recorded in Volume 338, Page 467, Deed Records of Brazos County, Texas, and being locally known as 1503 Texas Avenue, S., College Station, Brazos County, Texas.

Dated \_\_\_\_\_, 2011.

CITY OF COLLEGE STATION

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

VIRTUAL EQUITY GROUP, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

MEGA EQUITY HOLDINGS

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**March 24, 2011**  
**Consent Agenda Item No. 2n**  
**Brazos Valley Convention and Visitors Bureau Funding Agreement**  
**Amendment No. 1 and Contingency Transfer for Roof Repairs**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on a funding agreement amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY11 in the amount of \$22,000 for roof repairs at the agency's facility; and presentation, possible action and discussion on a Hotel Tax Fund contingency transfer in the amount of \$22,000.

**Recommendation(s):** Staff recommends approval of the funding agreement amendment and contingency transfer.

**Summary:** The CVB offices are in a City-owned stand alone building located in the Chimney Hill Shopping Center. Recently, a significant roof leak has developed that requires a major permanent repair as patching the leak has been unsuccessful. In previous years, funding for capital improvements or repairs to the CVB's facility have been included as part of the City's annual funding agreement with the CVB in the Hotel Tax Fund. This item is coming forward at this time since the condition requiring the repair has occurred during the fiscal year and needs immediate attention.

The City's Facilities Maintenance division in Public Works has been working with the CVB and local roofing contractors to develop a scope of work and specifications for the needed repairs. The latest proposal that has been provided to the CVB is for \$18,958. This funding agreement amendment would provide funding up to \$22,000 to reimburse the CVB for the cost of repairs. Since this item was not included as part of the FY11 Funding Agreement, a contingency transfer of \$22,000 is necessary in the Hotel Tax Fund to cover these expenses. This item is for the approval of both the funding agreement amendment and the contingency transfer.

**Budget & Financial Summary:** The funds for the contingency transfer needed to fund this amendment are budgeted and available in the 2010-2011 Hotel Tax Fund budget. A total of \$50,000 is budgeted and available in the Hotel Tax Fund for contingency transfers.

**Attachments:**

1. CVB Funding Agreement Amendment No. 1

**AMENDMENT NO. 1**  
**TO THE FUNDING AGREEMENT BETWEEN THE CITY OF COLLEGE STATION**  
**AND THE BRAZOS VALLEY CONVENTION AND VISITORS BUREAU FOR**  
**OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011**

**WHEREAS**, the City of College Station, Texas (“City”) entered into a funding agreement with the Brazos Valley Convention and Visitors Bureau D/B/A Bryan-College Station Convention and Visitors Bureau on September 28, 2010 with contract No. 11-029 (Funding Agreement).

**WHEREAS**, the parties desire to amend the Funding Agreement to authorize the Agency to receive additional funding to pay expenses related to the repair or replacement of the roof of the Agency’s building located at 715 University Drive East, College Station, TX 77840 situated on land described as Lot Two (2), Block One (1), Chimney Hill Retail Plaza (Agency’s Building).

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the recitations above and the covenants expressed herein below, the parties agree to the following:

To amend Section 2.1 of the original Funding Agreement by deleting in its entirety and replacing with the following:

**2.1 Consideration and Payment.** For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of ONE MILLION SEVENTY NINE THOUSAND DOLLARS AND NO/100 CENTS (\$1,079,000.00), to be paid as follows:

(a) the amount of ONE MILLION THIRTY TWO THOUSAND DOLLARS AND NO/100 (\$1,032,000.00) shall be paid from the City’s Hotel Tax Revenue for the operations and maintenance of the Agency. Payment will be made in twelve (12) monthly installments of \$86,000.00; and

(b) the amount of TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000) shall be paid from the City’s Hotel Tax Revenue for payment to The George Bush Presidential Library Foundation for advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit The George Bush Presidential Library and Museum . Payment will be made in four (4) installments of \$6,250.00 each.

(c) up to the amount of TWENTY TWO THOUSAND DOLLARS AND NO/100 (\$22,000) shall be paid from the City’s Hotel Tax Revenue for actual expenses related to the repair or replacement of the roof of the Agency’s building located at 715 University Drive East, College Station, TX 77840 situated on land described as Lot Two (2), Block One (1), Chimney Hill Retail Plaza (Agency’s Building). Agency shall submit invoice to City requesting payment for roof repairs to the Agency’s Building. Agency’s submittal

shall include copies of invoices from contractor(s) detailing actual expenses for the repairs. Payment shall be made within thirty (30) days of receipt of invoice.

(d) the appropriated funds shall be used during the period of October 1, 2010 to September 30, 2011.

All other terms and conditions of the original Funding Agreement shall remain unchanged and in full force and effect.

**BRAZOS VALLEY CONVENTION AND VISITORS BUREAU**

**CITY OF COLLEGE STATION**

By: *Shannon Dierbeck*  
Printed Name: Shannon Dierbeck  
Title: Executive Director  
Date: 3/5/09

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

APPROVED:

\_\_\_\_\_  
City Manager  
*Alan C. Fuchs*  
\_\_\_\_\_  
City Attorney  
\_\_\_\_\_  
Chief Financial Officer

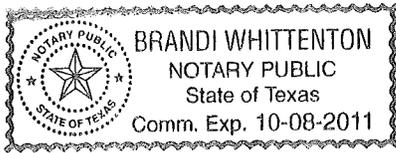
ATTEST: \_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

STATE OF TEXAS            )  
  )  
COUNTY OF BRAZOS        )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2010,  
by Shannon Overby in his/her capacity as Executive Director of  
Brazos Valley Convention and Visitors Bureau.



Brandi Whittenton  
Notary Public in and for  
the State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF BRAZOS        )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by Glenn Brown, in his capacity as City Manager 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

**March 24, 2011  
Consent Agenda Item No. 2o  
College Station Business Council**

**To:** David Neeley, City Manager

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

**Relationship to Strategic Goals:** Goal III.6 CS Economic Development Corporation

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution modifying the College Station Business Committee.

**Recommendation(s):** Staff recommends that the City Council approve a resolution creating the College Station Business Council.

**Summary:** At the September 23, 2010, workshop meeting, staff provided the City Council with a presentation outlining a conceptual work plan for the College Station Business Advisory Committee. This presentation identified an operating structure, key functions, and a list of prospective members.

At that meeting the Council adopted a resolution creating the College Station Business Advisory Committee to be comprised of advisors/ambassadors to greet, sell and tell the story of College Station and assist the Economic & Community Development Director, City Manager and City Council. The committee was to coordinate with and through the Economic & Community Development Director, and to provide advice and assistance for economic development.

The proposed resolution will replace the Business Advisory Committee with a Business Advisory Council who will greet, sell and tell the story of College Station. The Business Advisory Council's activities will be coordinated with and through the City Manager.

.

**Budget & Financial Summary:** Initial startup cost for the College Station Business Council will be absorbed in the FY 2011 budget.

**Attachments:**

1. Enabling Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, AMENDING THE RESOLUTION AUTHORIZING AND CREATING THE COLLEGE STATION BUSINESS ADVISORY COUNCIL TO FURTHER ECONOMIC DEVELOPMENT FOR THE CITY OF COLLEGE STATION.

WHEREAS, the City Council of the City of College Station wishes to promote and encourage economic development in College Station; and,

WHEREAS, citizens have volunteered to help sell, tell the story of, and promote the City of College Station; and,

WHEREAS, the City Council unanimously adopted Resolution 09-23-10-2L on September 23, 2010 creating the College Station Business Advisory Committee; and,

WHEREAS, the City Council wishes to modify the role of the College Station Business Advisory Committee; now therefore,

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

PART 1: That the City Council of College Station, Texas hereby approves the creation of a The College Station Business Advisory Council made up of up to 7 members to help promote economic and retail development for College Station, Texas.

PART 2: That the Business Advisory Council and/or the Economic & Community Development Director shall greet, sell, and tell the story of College Station.

PART 3: That the activity of the Business Advisory Council shall be coordinated with and through the City Manager.

PART 4: That this and each part of the resolution shall be independent of each other and shall be effective immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

City Secretary

Mayor

APPROVED:

\_\_\_\_\_

City Attorney

**March 24, 2011**  
**Consent Agenda Item No. 2p**  
**Settlement of Weingarten Realty Investors & Weingarten/Investments, Inc. v.**  
**City of College Station, Texas**

**To:** David Neeley, City Manager

**From:** David Neeley, City Manager

**Agenda Caption:** Presentation, possible action and discussion on a settlement agreement between the City of College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, Ben White, Hugh Stearns and Dennis Maloney and Weingarten Realty Investors and Weingarten/Investments, Inc. to resolve the lawsuit *Weingarten Realty Investors, et. al. v. The City of College Station, Texas, et. al.*

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

**Summary:** In November 2008, Weingarten Realty Investors and Weingarten/Investments, Inc. ("WRI") filed a lawsuit against the City of College Station, Ron Silvia, David Ruesink, Lynn McIlhaney and Ben White in the U.S. District Court Southern Division of Texas related to the request to rezone undeveloped property located at the east corner of Rock Prairie Road and State Highway 6 in College Station, Texas. WRI amended its complaint in August 2009 to add Dennis Maloney and Hugh Stearns to the lawsuit. The parties to the lawsuit have asserted their respective claims and the litigation is currently pending.

In 2010 WRI sold a substantial portion of the undeveloped property to Scott & White Healthcare for the development of a \$90,000,000.00 hospital facility, a \$17,000,000.00 clinic facility, and related uses. WRI currently owns/leases an approximate 9 acre remaining tract of land located at the corner of Rock Prairie Road and State Highway 6 ("Remainder Tract").

The parties have continued to negotiate to resolve this lawsuit and the settlement agreement proposed for the Council's approval is a culmination of those discussions. The terms of the agreement include:

1. The parties will agree to a mutual release and a dismissal of all claims in the lawsuit and releases of all other claims or potential claims that may exist.
2. WRI will submit an application to rezone the Remainder Tract to a PDD with certain meritorious modifications that have been negotiated with the City's Planning & Development Services staff as provided under the City's Unified Development Ordinance.
3. The City will agree to waive development fees associated with the Remainder Tract up to \$30,000.00.
4. The City will pay to WRI a total amount of \$1,600,000.00.

**Budget & Financial Summary:** The funds for this agreement are proposed to come from the fund balance in the City's General Fund. A budget amendment to appropriate these funds in the FY 11 budget will come back to the City Council prior to the consideration of the rezoning as outlined in the Settlement Agreement.

**Attachments:**

1. A copy of the Settlement Agreement will be available at the March 24 Council meeting.

**24 March 2011**  
**Regular Agenda Item No. 1**  
**2<sup>nd</sup> Annexation Public Hearing – Wellborn Area**

**To:** David Neeley, City Manager

**From:** Bob Cowell, AICP, CNU-A, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding annexation and the annexation service plan for approximately 649 acres located on the southwest side of the City, identified for annexation under the exempt status.

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

**Recommendation:** The Planning & Zoning Commission heard this item on 16 December 2010 and voted 5-2 to recommend moving forward with the annexation process.

**Summary:** This is the last of two public hearings held by the City Council prior to initiating annexation proceedings for approximately 649 acres on the southwest side of the City, generally known as the Wellborn area. As part of the public hearing, staff will present an overview of the attached annexation service plan.

The purpose of the public hearings is to give individuals the opportunity to express their views regarding the proposed annexation and the service plan. Council is not expected to take any action at the public hearings.

Following is a summary of work accomplished to date:

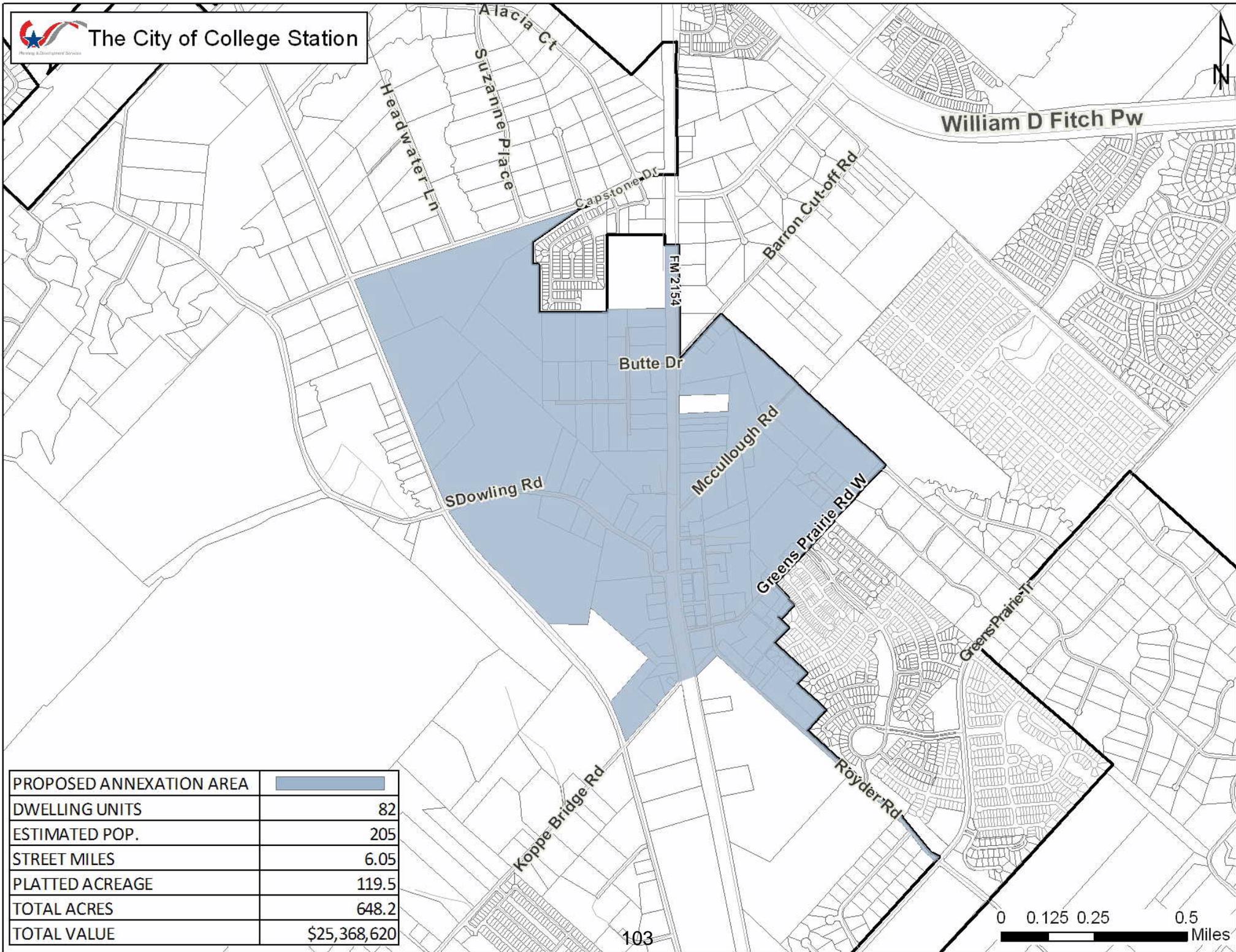
- 10 November 2010 - Council directed staff to move forward with the annexation process
- 23 November 2010 - The annexation team met to discuss the potential impacts of annexation
- 16 December 2010 - The Planning & Zoning Commission considered the item (see recommendation above)
- 27 January 2011 - Council approved an ordinance establishing the public hearing dates and authorizing staff to prepare the annexation service plan
- 22 March 2011 – Council conducted the first of two annexation public hearings

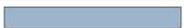
Staff has also offered non-annexation development agreements to owners of agricultural property and worked with a surveyor to obtain a survey of the proposed annexation area. The final annexation ordinance is scheduled to be heard at the 14 April 2011 Council meeting.

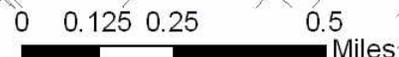
**Budget & Financial Summary:** See attached Fiscal Impact Report

**Attachments:**

1. Map of Annexation Area
2. Annexation Service Plan
3. Fiscal Impact Report



PROPOSED ANNEXATION AREA	
DWELLING UNITS	82
ESTIMATED POP.	205
STREET MILES	6.05
PLATTED ACREAGE	119.5
TOTAL ACRES	648.2
TOTAL VALUE	\$25,368,620



**CITY OF COLLEGE STATION SERVICE PLAN  
FOR THE AREA TO BE ANNEXED  
EFFECTIVE 14 APRIL 2011**

**I. ANNEXATION AREA**

The annexation area is located on the southwest side of the City of College Station, in the City's Extraterritorial Jurisdiction. The area is illustrated in Figure 1 and generally described below.

**Area Description** - approximately 649 acres generally bordered by Capstone Drive, I&GN Road, Koppe Bridge Road, and the existing City limits and bisected by FM 2154 (AKA Wellborn Road).

**II. INTRODUCTION**

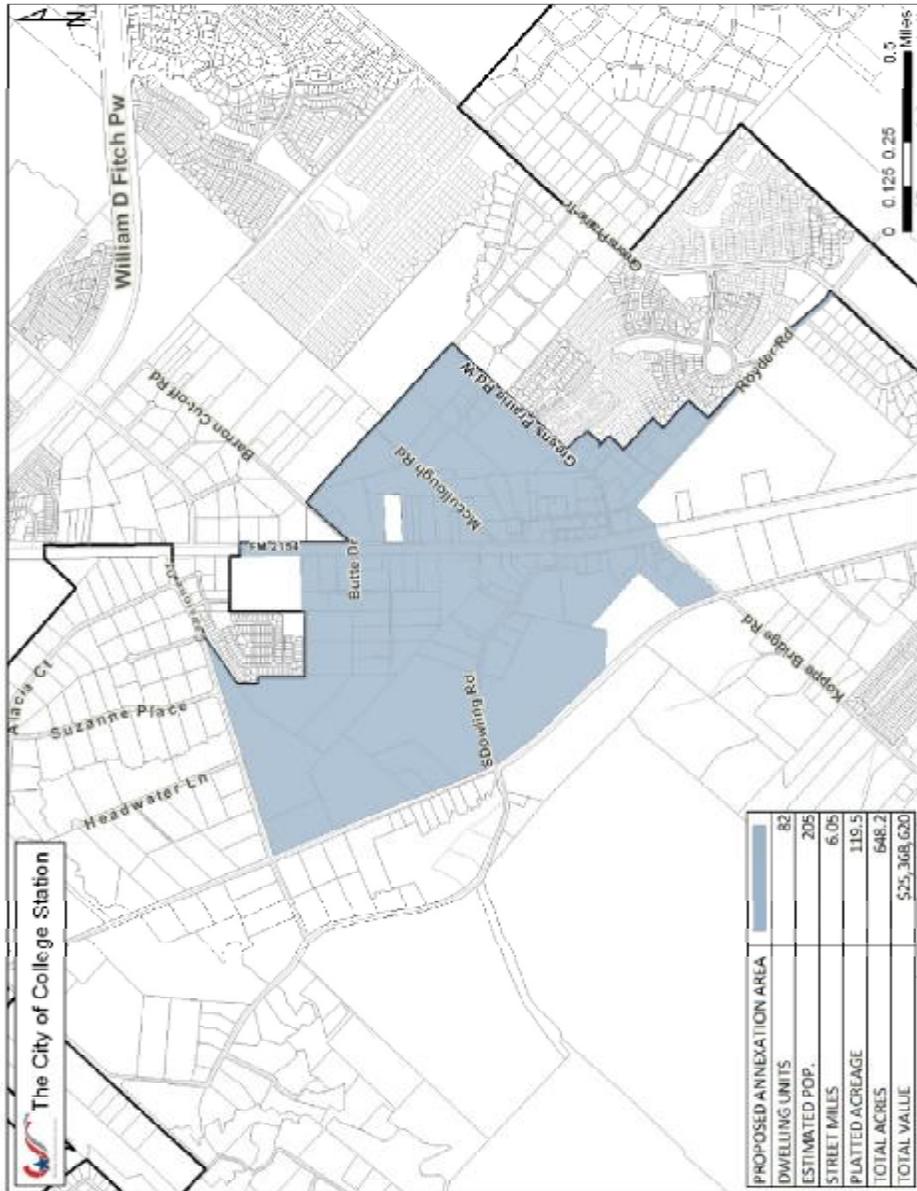
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 2008, AND VERNON SUPP. 2009, as amended from time to time). Municipal facilities and services to the annexed area described above and illustrated in Figure 1 will be provided or made available on behalf of the City in accordance with the following plan. This plan provides a program under which the City of College Station will provide full municipal services to the annexed areas. All services will be provided within the time provided in the TEXAS LOCAL GOVERNMENT CODE, Section 43.056(B).

This Service Plan does not:

- require the creation of another political subdivision;
- require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395, TEXAS LOCAL GOVERNMENT CODE; or
- provide services in the area in a manner that would have the effect of reducing, by more than a negligible amount, the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

The level of services, infrastructure, and infrastructure maintenance provided to the annexed area is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

FIGURE 1



### III. SERVICE COMPONENTS

This plan contains three service components: (1) Immediate Services, (2) Additional Services, and (3) Capital Improvement Program.

#### **Immediate Services**

As required by the TEXAS LOCAL GOVERNMENT CODE, SECTION 43.056(B), certain municipal services will be provided by the City of College Station immediately upon the effective date of annexation. These services include:

- police protection;
- fire protection;
- emergency medical services;
- solid waste collection, except as provided by Subsection 43.056(o);
- operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- operation and maintenance of roads, and streets, including road and street lighting;\*
- operation and maintenance of publicly-owned parks, playgrounds, and swimming pools; and,
- operation and maintenance of any other publicly-owned facility, building, or service.

**\*Note:** Street lighting will only be maintained for fixtures located within the service territory of College Station Utilities.

#### **A. Police Protection**

The College Station Police Department will provide police service, including routine patrol, traffic enforcement, and dispatch response to emergency and non-emergency service calls.

#### **B. Fire Protection**

The College Station Fire Department will provide fire protection, including response to emergency calls for assistance, fire prevention education, pre-fire planning, and target hazard inspections.

Construction and development activities undertaken after the effective date of annexation shall comply with all fire and life-safety codes of the City of College Station. All structures shall comply with the address standards of the College Station Code of Ordinances within ninety (90) days of the effective annexation date.

#### **C. Emergency Medical Services**

The College Station Fire Department will provide emergency medical services (EMS). Each Fire Department ambulance, engine, and ladder truck is capable of providing EMS, including defibrillation, medical administration, IV therapy, advanced airway management, and initial treatment of injuries.

#### **D. Solid Waste Collection**

The College Station Public Works Department will provide fee-based solid waste collection service for residential and commercial customers. Customers in the annexed area may elect to continue using a private solid waste management service provider for a period of two years after the effective date of annexation in accordance with provisions of the TEXAS LOCAL GOVERNMENT CODE. The City will not charge a fee to a person who continues to use the services of a privately-owned solid waste management service provider during the aforementioned two-year period.

Residential Service – Residential solid waste collection (including brush and bulk items) is provided once per week. All residential service will be provided at a point of collection adjacent to, and accessible from, a public right-of-way or an improved surface acceptable to the City. Residential solid waste collection vehicles will not conduct operations on private property. However, residential service may be provided on private streets that comply with the Sanitation Division’s requirements for surface material, vehicle clearance, and turning radii. In the case of multiple residences located on a privately owned road or drive, the City may require the establishment of a mass collection point at an area adjacent to the nearest public right-of-way. The City will provide one solid waste container per residential account. Additional containers are available for an additional fee.

Commercial Service - Containers and collection points may be located on private property provided they can be easily accessed from a public right-of-way and the route of access and the collection point meets the Sanitation Division’s surface requirements, vehicle clearance, and turning radii. The City will provide standard commercial containers.

In order to secure solid waste collection services in the annexed areas, each property owner must establish a utility account with the City of College Station. The City will not be responsible for damage to private drives, streets, or parking areas caused by trucks servicing solid waste containers.

**E. Water and Wastewater Facilities**

The City of College Station will provide water and wastewater service to areas that are not located within the certificated service territory of another utility. The level of water and wastewater service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be provided by any of the methods in which the City provides services to other comparable areas.

**F. Roads and Streets**

The Public Works Department will maintain public roads and streets at a level comparable to the maintenance prior to annexation. These services include emergency pavement repair and preventative street maintenance. Right-of-way mowing activities along State highways are addressed in the City's maintenance agreement with the Texas Department of Transportation and will be added to the City's maintenance activities immediately following annexation. Maintenance priorities are determined on a City-wide basis taking into consideration factors such as age, traffic volume, surface conditions, the nature of the maintenance, public safety hazards, and available funding.

Existing street and traffic control signs shall conform to the City of College Station’s standards within ninety (90) days of the effective date of annexation. The City will install traffic control signs in accordance with College Station’s standards for same within ninety (90) days of the effective date of annexation.

**G. Parks and Recreation Facilities**

The City of College Station is not aware of the existence of any publicly-owned parks, public playgrounds, or public swimming pools in the proposed annexation area. In the event any such facilities exist, they will be maintained to the same degree and extent that the City maintains such parks, playgrounds and swimming pools within the current City limits.

## **H. Other Publicly-Owned Buildings and Facilities**

The City of College Station is not aware of the existence of any publicly-owned buildings in the proposed annexation area. In the event any such facilities exist, they will be maintained to the same degree and extent that the City maintains such facilities within the current City limits.

### **Additional Services**

#### **A. Building Permitting and Inspections**

Upon the effective date of annexation, the City will provide building permits and inspection services. This service will be made available to the annexed areas on the same basis and at the same level of service as similar facilities throughout the City. Service is provided on a “cost recovery” basis, and permit fees partially offset the costs of services delivered. Construction activities underway prior to annexation may continue provided that all construction after annexation complies with City codes and ordinances.

All permits required by City codes and ordinances must be obtained for construction underway at the time of annexation. Permit fees will be waived for building construction underway prior to annexation.

#### **B. Planning and Development Services**

Planning and development services will be made available on the effective date of the annexation. Upon annexation, planning and development services will be provided by way of the Unified Development Ordinance and other applicable codes and standards. The College Station City Council adopted the current Comprehensive Plan in May of 2009. The Comprehensive Plan contains a Land Use Plan that designates future land uses and a growth management and capacity section designed to manage the quality and quantity of growth by matching land use intensity with planned infrastructure. Upon annexation, all properties will be zoned A-O (Agricultural Open). The City's Comprehensive Plan will be used as the basis for evaluating rezoning requests after annexation.

#### **C. Animal Control**

The Police Department will provide animal control service upon the effective date of annexation. Animal control services include response to and investigation of reported animal bites, response to reports of stray or “at large” animals, and response to and investigation of animal cruelty and neglect reports.

#### **D. Code Enforcement**

Code enforcement services will be made available on the effective date of annexation. Code enforcement services include response to and investigation of nuisance issues, sanitation issues, illegal signs, abandoned or inoperable motor vehicles, property maintenance issues, and zoning violations.

#### **E. Economic and Community Development**

Economic and community development services will be made available on the effective date of annexation. Economic and Community Development services include the City's HOME Investment Partnership Grant programs (rehabilitation assistance and minor repair programs as well as the down payment assistance program) and Community Development Block Grant (CDBG) Funds. CDBG Funds can be used for economic development and the construction and rehabilitation of various parks, public facilities, and infrastructure in income eligible areas. These funds may also be used for disaster relief and recovery efforts.

#### **F. Recycling Collection**

For residential customers electing solid waste collection from the City of College Station, curbside recycling collection is also provided once per week. Items accepted in the curbside recycling program include:

- Newspapers, magazines, and phone books
- Aluminum and steel food cans
- Clear and brown glass
- Plastic bottles
- Lead acid car batteries

#### **IV. WATER AND WASTEWATER SERVICE PROVISION**

This Water and Wastewater Service Plan (“Plan”) provides a program under which the City of College Station will provide full municipal services to the annexed area. For the purpose of this plan, “full municipal services” includes water and sewer services provided by the City within its full-purpose boundaries. The level of water and sewer service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. The City will not provide water or wastewater service in areas where another entity holds the CCN unless or until the City of College Station acquires the CCN. Municipal services may be provided by any of the methods by which the City provides services to other comparable areas within the City. All services will be provided within the time provided in the TEXAS LOCAL GOVERNMENT CODE SEC. 43.056(B). The City may extend facilities under this plan or otherwise serve these areas through the use of *Impact Fees* as permitted under CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

Wastewater facilities for future development that increases densities beyond the capital improvements specified in this plan will be extended in accordance with the City’s Water and Wastewater policy in existence at the time of development. The water and wastewater extension policy is discussed in Section V, Water and Wastewater Capital Improvements. In general, the policy for extension of utility service is “development driven”, meaning that utility line extensions are typically installed by developers, in conjunction with major development projects. The City may accept ownership and maintenance of major facilities, such as gravity sewer lines, manholes, lift stations and/or wastewater package plants, as required by the particular development. The City may elect to pay for upgrades or oversize of infrastructure projects being installed by developers. As an area develops, developers or homeowners extend water distribution and wastewater collection lines to individual lots.

Generally, until an area becomes densely populated, the cost of utility extension is not feasible to be borne by a few lot owners. Also, in the case of wastewater treatment, developments with large lots will normally be constructed with on-site sewage facilities that are privately owned and operated.

##### ***Water***

The proposed annexation area is in the water CCN service territory of Wellborn Special Utility District (SUD). The City of College Station does not have the right to provide water service in the annexation area, therefore, no water infrastructure will be provided by the City after annexation.

##### ***Wastewater***

The City of College Station currently provides wastewater service to several properties within the proposed annexation area. The remaining properties within the annexation area are currently served by private on-site sewer facilities (OSSF). As discussed in Section V, Capital Improvements, owing to the type and amount of development fronting the east side of FM 2154, the City of College Station plans to provide wastewater service in that area. Properties within the annexation area that are not currently served by the City or unable to access the proposed wastewater facilities will remain on private

systems until such time as significant development occurs to warrant the extension of an organized sanitary sewer collection system.

V. **CAPITAL IMPROVEMENTS**

Should the City make capital improvements to serve the annexed areas, the City reserves the right to levy an impact fee to the properties annexed according to Chapter 395 of the TEXAS LOCAL GOVERNMENT CODE and the City's Code of Ordinances. The City may, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Council through its development plans and policies.

**A. Police Protection (including animal control)**

No capital improvements are necessary at this time to provide Police Services to the proposed annexation area. Police protection will be provided to the annexed areas through existing City facilities at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use, and population density similar to those reasonable contemplated or projected in the area.

**B. Fire Protection (including EMS)**

No capital improvements are necessary at this time to provide Fire Protection to the proposed annexation area. Fire protection will be provided to the annexed areas through existing City facilities and mutual aid agreements at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

**C. Solid Waste Collection**

No capital improvements are necessary at this time to provide solid waste collection to the proposed annexation area. Solid waste collection services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area.

**D. Maintenance of Public Roads and Streets**

While not required by the TEXAS LOCAL GOVERNMENT CODE, as part of the Capital Improvement Plan for the proposed annexation area, the City of College Station will, within two and one-half (2½) years of the effective date of annexation, provide a seal coat (two course) for the following gravel roads and streets:

- McCullough Road
- Church Street
- Madison Street
- Live Oak Street
- Royder Road

Additionally, right-of-way maintenance will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation. Any improvement and/or enlargement of roads within existing rights-of-way will be included in future capital improvement programs in compliance with the City's thoroughfare plan and/or as needed to facilitate the maneuvering of emergency and sanitation service vehicles.

**E. Parks, Playgrounds and Swimming Pools**

No capital improvements are necessary at this time to provide parks and recreation services to the proposed annexation area. Parks and recreation services will be provided through existing facilities at a level of service not less than exists in the area immediately preceding annexation.

Additional park development in the annexed areas will be addressed through the development standards and procedures of the City as residential development occurs. Such park development includes, but is not limited to, dedication of park land and/or money in lieu of land in accordance with the City of College Station Unified Development Ordinance and an existing interlocal agreement with the College Station ISD. The proposed annexation area is located in neighborhood park zones 13 and 20 and in community park zones A and B.

**F. Other Public Building and Facilities**

No capital improvements are necessary at this time to provide other public buildings and facilities to the proposed annexation area. Other public facilities, buildings or services will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation.

**WATER AND WASTEWATER CAPITAL IMPROVEMENTS**

The water and wastewater utility extension policy of the City of College Station is as follows:

The cost of off-site extension of water and wastewater facilities to serve a lot, tract, plat, or land development shall be borne by the owner or developer of the lot, tract, plat, or land by direct installation or through the use of *Impact Fees*. Where such extension is consistent with plans for the development of the City and its utility system the City may, by decision of the City Council, participate in the cost of construction so as to provide for additional capacity for the overall development of an area.

The cost of water and wastewater facilities necessary to serve existing lots or new development within a subdivision plat or land development shall be borne by the lot owner or developer of the plat or land by direct installation or through the use of *Impact Fees*. Standard tap fees or other installation fees in effect on a citywide basis are in addition to impact fees levied.

*Water*

No water infrastructure will be provided to this area after annexation. The annexation area is located within the water CCN service territory of Wellborn SUD. Therefore, the properties will continue to be served by Wellborn SUD after annexation.

*Wastewater*

Due to the amount and nature of the development fronting the east side of FM 2154, capital improvements are necessary to provide wastewater service to this area. As part of the Capital Improvement Plan for the proposed annexation area, the City of College Station will acquire any needed easements, provide the necessary design, and construct the following:

- A 12-inch gravity main along the east side of FM 2154 with stub-outs at each parcel;
- A lift station at the intersection of FM 2154 and Greens Prairie Trail; and,
- A force main along Greens Prairie Trail

Exhibit A illustrates the proposed wastewater capital improvements. Properties within the annexation area that are not currently served by the City or unable to access the proposed wastewater facilities will continue to be served by private on-site sewer treatment systems until such time as development warrants the extension of an organized sanitary collection system.

*Capital Improvement Schedule*

Owing to the time required to secure utility easements, design the wastewater infrastructure, and perform the necessary construction, the wastewater facilities cannot be reasonably provided within two and one-half (2-1/2) years of the effective date of annexation. Therefore, the City of College Station will have the proposed work substantially completed within four and one-half (4-1/2) years as proposed by the following schedule:

- Survey work will begin within six (6) months of the effective date of annexation
- Design work will begin within one (1) year of the effective date of annexation
- Construction will begin within four (4) years of the effective date of annexation
- Construction will be substantially complete within four and one half (4-1/2) years of the effective date of annexation

The construction of the wastewater facilities described above will be accomplished in a continuous process and completed as soon as reasonably possible, consistent with generally accepted local engineering practices. However, the City does not violate the terms of this service plan if the easement acquisition, design, or construction process is interrupted for any reason by circumstances beyond the direct control of the City of College Station.

**VI. LEVEL OF SERVICES TO BE PROVIDED**

It is the intent of the City of College Station to provide the level of services required by State law. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**VII. TERM**

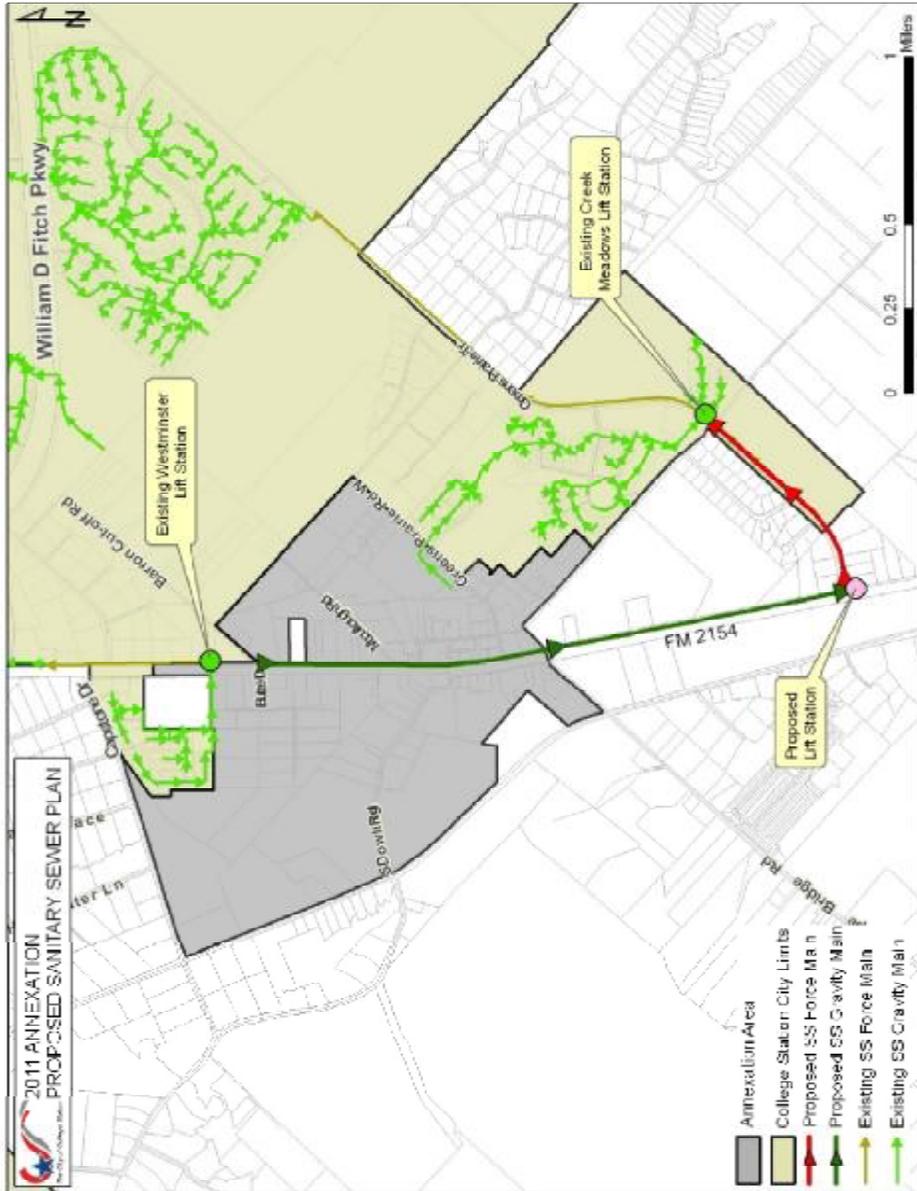
This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of the City Council.

**VIII. AMENDMENTS**

The service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to the TEXAS LOCAL GOVERNMENT CODE, Section 43.056 (VERNON 2008 and VERNON SUPP. 2009).

**APPENDIX**

Exhibit A



**Proposed Wellborn Annexation  
Fiscal Impact Analysis – Revised  
7 March 2011**

Annexation Area

Approximately 649 acres on the southwest side of the City generally bordered by Capstone Drive, I&GN Road, Koppe Bridge Road, and the existing City limits and bisected by FM 2154 (AKA Wellborn Road).

Short-Term Fiscal Impact

*Projected Revenues*

**Ad Valorem Tax Revenue** - The current appraised value of all property in the annexation area is \$25,368,620. Based on the current City of College Station tax rate of 44.75 cents per \$100 of appraised valuation, the City could expect to receive annual property tax revenues of approximately \$113,524 from the area. Based on the current annexation schedule, the City will not begin receiving property tax revenues from the annexation area until late 2012.

**Sales Tax Revenue** - Several retail establishments and two restaurants currently exist in the annexation area. Following annexation, these establishments will be subject to city sales tax. Staff conservatively estimates the potential sales tax revenue to be \$60,000 annually.

*Anticipated Costs*

**Surveying Cost** - A survey of the area is required as part of the annexation process. The amount of the surveying contract is \$16,800.

**Compensation to Emergency Services District (ESD) No. 1** - State law requires cities to provide compensation to Emergency Services District for territory loss due to annexation. The amount of compensation varies based on several factors such as the appraised value of the annexation area and the amount of the district's debt. The proposed annexation area is currently served by ESD No. 1; therefore, the city will need to provide compensation according to state law. While there are several variables that determine the final payment amount, Staff estimates that the City would owe ESD No. 1 approximately \$15,000 upon annexation.

**Road/Street Maintenance** - The City proposes to provide a two-course seal coat for the existing gravel roads and streets within the annexation area. Specifically, McCullough Road, Church Street, Madison Street, Live Oak Street, and Royder Road will receive the two-course seal coat. The estimated cost for said work is \$102,710. The funding source for the road/street improvements will likely be the general fund.

**Wastewater CIP** – The City proposes to provide wastewater infrastructure within the annexation area. Specifically, a gravity main will be installed on the east side of FM 2154, a lift station will be constructed at the intersection of FM 2154 and Greens Prairie

Trail, and a force main will be provided along Greens Prairie Trail. The estimated cost for said work is \$3,332,836. Funding for the wastewater CIP will likely be accomplished by issuing bonds, necessitating a slight increase in wastewater utility bills. The estimated debt service for this project is approximately \$262,000 per year. Staff estimates that an increase of approximately two percent (2%) would be needed to fund the proposed improvements.

### **Summary of Short-Term Fiscal Impact**

<u>Revenue (annual)</u>	
Property Tax	\$113,524
Sales Tax	<u>\$60,000</u>
<b>Total Annual Revenue</b>	<b>\$173,524</b>
 <u>Costs (one-time)</u>	
Survey Work	\$16,800
Compensation for ESD No.1	\$15,000
Seal Coat Roads/Streets	\$102,710
Wastewater CIP*	<u>\$3,332,836</u>
<b>Total One-Time Costs</b>	<b>\$3,467,346</b>

**\*Note:** The annual debt service for this project is approximately \$262,000 per year for a twenty year period.

## Full Build-Out Scenario

The fiscal-impact analysis used here is a tool that estimates the annual costs and revenues that the City will incur once the identified property is fully developed. This information is provided to help project the need for municipal services, to monitor the costs of land use decisions, and to give officials information for making growth and planning decisions.

For this analysis the Service Standard Method was used<sup>1</sup>. A spreadsheet showing the details is included as Appendix A. This analysis should be treated as an estimate based upon the best data available. In addition, it is important for decision makers using this information to understand the assumptions upon which it is based.

1. In this model it is assumed that the current level of municipal services in College Station will be maintained in the newly-annexed area.
2. This analysis provides estimates for the area once it fully develops. The costs / benefits in the interim will vary but typically costs to the City are higher until the area fully develops.
3. All costs and revenues are in current dollars based on current budget data.
4. The model is based on existing tax and utility rates that may change over time. Future changes to the land use plan may also alter future fiscal impacts.

### **Demands and Costs**

This analysis began by using a combination of the existing land uses and the future land use designations in the proposed annexation area (Rural and Restricted Suburban) to estimate the population for the annexation area. Using existing development as a model, the average number of dwelling units for the residential areas was calculated. Finally, census data for persons per household was used to calculate the projected population.

Existing service levels for the City were then used to estimate the demand for City services in the proposed annexation area. An equal level of service was applied to the annexation area to yield the demand for services. Costs per year for the demanded services were calculated using cost ratios to compensate for the varied nature of service provided by different departments. This resulted in a cost per year to provide the existing level of service to the proposed annexation area at full build out.

### **Revenues**

Revenues were calculated for property taxes, sales taxes, and utility fees. These estimates were determined by applying current revenues from similar areas in the City to the projected development pattern in the annexation areas.

<sup>1</sup> - More information on this method is available in *The Fiscal Impact Handbook* by Robert Burchell & Davide Listokin

## Conclusions

The following table summarizes the results of the fiscal-impact analysis. Based on the results of the fiscal-impact analysis, annexation will result in annual revenues to the City of \$35,510 upon full build-out. It is important to note that this model does not capture any revenue from “one time” charges such as building permit or development fees. As mentioned before, future changes in the Land Use Plan or development patterns may affect these projections.

### Summary of Fiscal Impact Analysis at Full Build-Out

Property Tax Revenues	\$113,524
Sales Tax Revenues	\$60,000
<u>Utility Revenues</u>	<u>\$44,528</u>
<b>Total Revenues*</b>	<b>\$218,052</b>
Costs (from Appendix A)	\$191,502
<b>Total Annual Fiscal Impact**</b>	<b>\$26,550</b>

\***Note:** Potential revenues from building permit fees (not included in the above) constitute a one-time positive impact of \$61,620 over the projected life of the development.

\*\***Note:** For the first twenty years, the annual debt service for the wastewater CIP project will be approximately \$262,000 per year, resulting in a total annual fiscal impact of (\$235,450).

## **Methodology for Revenue Calculations**

### **Property Taxes**

- § \$173,135 = Average homestead valuation for “Single Family Medium.” Value is based on average provided by Brazos County Appraisal District and current city property tax rate (44.75 cents per \$100 of appraised value).

### **Residential Utility Amounts**

- § \$14.40 = Average monthly residential sanitation bill (provided by Utility Customer Service)  
§ \$27.27 = Average Monthly Residential Wastewater Bill (provided by Utility Customer Service)

### **Retail Sales Tax**

- § Retail sales tax was estimated by identifying the existing retail and restaurant uses within the annexation area and applying known sales tax revenues from comparable uses currently within the City.

### **Utility Charges**

#### **Electricity**

The proposed annexation area is served by Bryan Texas Utilities. No electric utility revenue is anticipated from the area.

#### **Water**

The proposed annexation area is served by Wellborn Special Utility District. No water revenue is anticipated from the area.

#### **Wastewater**

The city currently provides wastewater service to a portion of the annexation area. It is estimated that, upon build-out, the city will have 50 sewer connections with a monthly rate of \$37.49 each.

#### **Sanitation**

The proposed annexation area will have City sanitation services. Revenues were calculated by multiplying the monthly residential rate (\$14.40) by the estimated number of residential units in each area.

### **Projected Miscellaneous Revenues**

- § Single family units were calculated based upon a standardized Building Permit Fee Schedule. An additional \$100 is added per unit to represent miscellaneous permit fees such as electrical, mechanical, and plumbing.  
§ All inputs are based upon average calculated values.

## Appendix A

Anticipated Population	Government Function	Number of Employees	Manpower Ratio	Budget 2010-2011	\$ Per Employee	Future Employees	Add'l Annual Operating Cost	Capital to Operating	Add'l Annual Capital Cost	Total Cost To Public
205	Fiscal Services	39.50	0.42	\$ 3,113,654	\$ 78,827	0.09	\$ 6,743	0.006	\$ 40	\$ 6,784
	General Government	113.75	1.20	12,628,149	111,017	0.25	27,348	0.011	301	27,649
	Police	184.50	1.95	14,626,374	79,276	0.40	31,676	0.047	1,489	33,164
Total January	Fire	130.00	1.37	11,899,890	91,538	0.28	25,771	0.029	747	26,518
2011 Population	Streets & Drainage	31.00	0.33	5,087,992	164,129	0.07	11,019	1.361	14,997	26,015
	Wastewater	49.00	0.52	6,151,920	125,549	0.11	13,323	1.021	13,603	26,926
94,660	Sanitation	35.50	0.38	6,300,060	177,466	0.08	13,644	-	-	13,644
	Utility Billing	28.50	0.30	2,258,503	79,246	0.06	4,891	0.011	54	4,945
	Parks	129.00	1.36	9,284,486	71,973	0.28	20,107	0.286	5,751	25,857
Total College Station		740.75		\$ 71,351,028		1.60	\$ 154,521		\$ 36,981	\$ 191,502

General Government includes: General Government, Information Technology, Planning and Development Services, Public Works (Admin, Facilities Maint, Engineering), Fleet Maintenance, and Communications. BSWMA, Water, and Electric is not included.

**Notes:**

1. Capital to operating cost ratios from Finance Dept.
2. Future population calculated according to acreage in land use scenarios, then existing population was subtracted.
3. The City will not be providing water service in this area.
3. The City will not be providing electrical service in this area.

**March 24, 2011  
Regular Agenda Item No. 2  
Rezoning for 2302 Longmire Drive**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 3.41 acres located at 2302 Longmire Drive from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family.

**Recommendation(s):** The Planning and Zoning Commission considered this item at their March 3, 2011 meeting and voted 7-0 to recommend approval. 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 subject property is designated Urban on the Comprehensive Plan Future Land Use and Character Map. The Urban land use designation is "generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments." This area was included in the Central College Station Neighborhood Plan that was adopted in June 2010. One of the strategies contained within the Neighborhood Plan is to initiate rezoning of select areas where the current zoning is not consistent with the Comprehensive Plan. The subject property is one of the rezoning areas, as identified in strategy CC3.2, which would rezone the C-1 General Commercial area to R-6 High Density Multi-Family so that if redevelopment would occur it would be in compliance with the Comprehensive Plan. The proposed request is consistent with Comprehensive Plan and this strategy identified in the Central College Station Neighborhood Plan.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed zoning is compatible with the adjacent multi-family and duplex uses located on the same block. In addition, this request will help preserve the character of the neighborhood by transitioning the large scale commercial uses along Texas Avenue and Harvey Mitchell Parkway to the single-family uses on the interior of the Southwood Valley neighborhood.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property was developed as multi-family apartments with the current zoning in 1977. At that time, multi-family could develop in C-1 General Commercial with approval of a Conditional Use Permit, which was obtained. With the adoption of the Unified Development Ordinance in 2003, multi-family was not permitted in C-1 General Commercial and the use became non-conforming. The proposed rezoning would allow the use to become conforming again.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is located at the intersection of Longmire Drive (Major Collector) and Brothers Boulevard (Minor Collector) and is adjacent to a large commercial area. With this location there is potential to develop non-residential uses, however, the current zoning bisects the property and negatively affects potential for them. The subject property is developed as a multi-family use and the majority of it is already zoned R-6 High Density Multi-Family.
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:** With part of the development being a non-conforming use and two zoning districts located on the property, the applicant states that it is not eligible for certain types of loan funding which can negatively impact the marketability of the property.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Adequate facilities are available for the existing multi-family use. A 12-inch water main is adjacent to the property along Airline Drive with 18-inch water mains along Longmire Drive and Brothers Boulevard. The property has access to an 8-inch sanitary sewer main at the southeast corner of the property. The subject property is adjacent to Longmire Drive (Major Collector) and Brothers Boulevard (Minor Collector). Airline Drive is also adjacent to the property and is not identified on the Thoroughfare Plan as a thoroughfare but is constructed as a minor collector.

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

**Attachments:**

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

## BACKGROUND INFORMATION:

### NOTIFICATIONS

Advertised Commission Hearing Date: March 3, 2011  
Advertised Council Hearing Dates: March 24, 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:

Southwood Valley Neighborhood Association

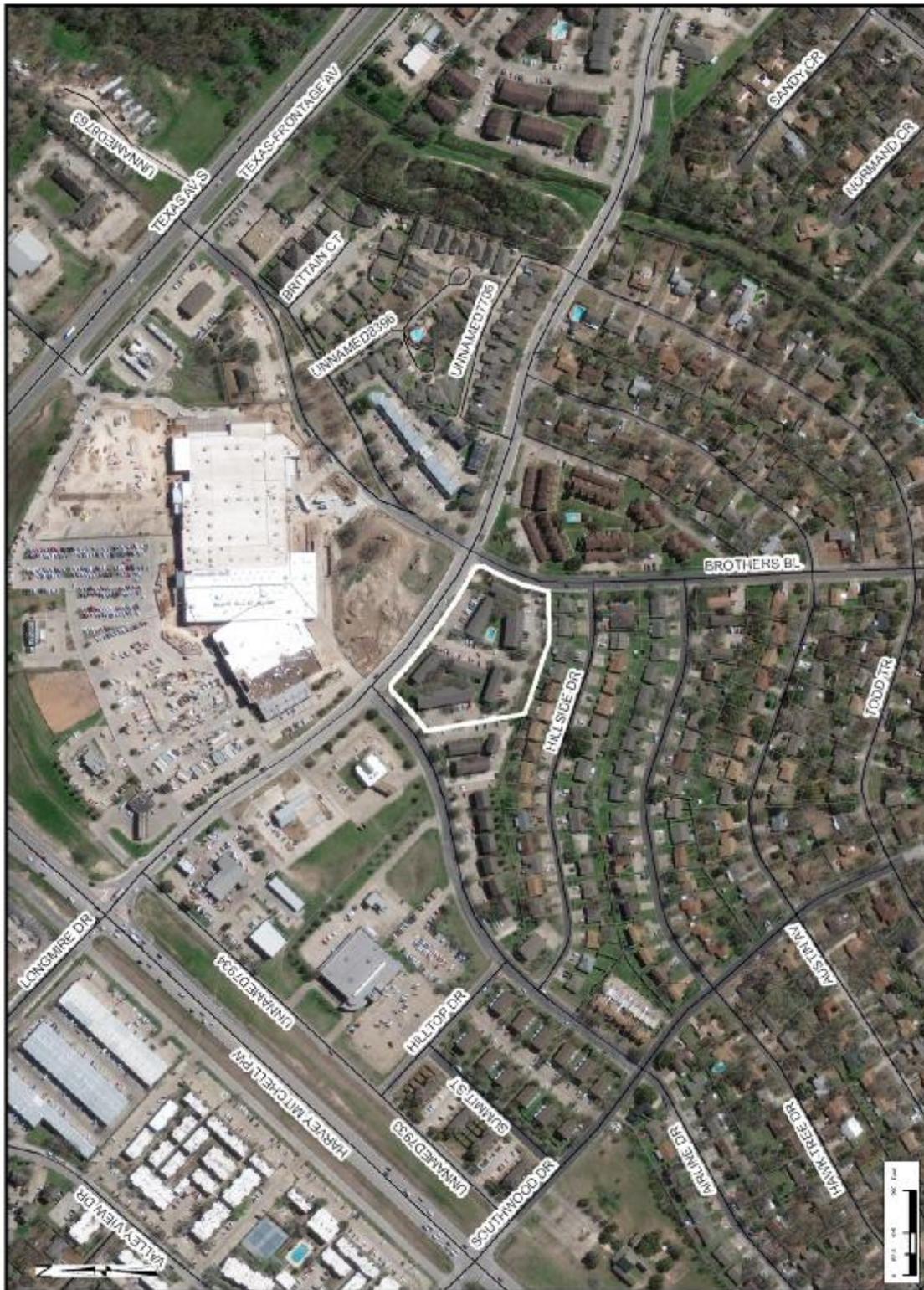
Property owner notices mailed: 21  
Contacts in support: None at the time of staff report.  
Contacts in opposition: None at the time of staff report.  
Inquiry contacts: 1

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial across Airline Drive and Longmire Drive (Major Collector)	C-1 General Commercial	Bank, across Airline Drive Shopping Center and vacant commercial lot across Longmire Dr
South	Urban	R-6 High Density Multi-Family	Duplexes
East	Urban, across Brothers Boulevard (Minor Collector)	R-6 High Density Multi-Family	Condos
West	Urban	C-1 General Commercial and R-6 High Density Multi-Family	Multi-Family Units

### DEVELOPMENT HISTORY

**Annexation:** 1974  
**Zoning:** C-1 General Commercial and R-6 High Density Multi-Family (unknown); a Conditional Use Permit for multi-family units (1977)  
**Final Plat:** 1976  
**Site development:** Multi-family units developed in 1977.



REZONING  
Case: 11-012

LONGMIRE HOUSE APTS

DEVELOPMENT REVIEW







**DRAFT MINUTES  
PLANNING & ZONING COMMISSION  
Regular Meeting  
March 3, 2011, 7:00 p.m.  
City Hall Council Chambers  
1101 Texas Avenue  
College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Hugh Stearns, Doug Slack, and Bo Miles

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney

**CITY STAFF PRESENT:** Jason Schubert, Matthew Hilgemeier, Joe Guerra, Alan Gibbs, Molly Hitchcock, Lance Simms, Bob Cowell, Carla Robinson, Carrie McHugh, and Brittany Caldwell

1. Call meeting to order.

Chairman Shafer called the meeting to order at 7:08 p.m.

**Regular Agenda**

6. Public hearing, presentation, possible action, and discussion regarding a request to rezone 3.41 acres located 2302 Longmire Drive from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family. **Case # 11-00500012 (JS) (Note: Final action on this item is scheduled for the March 24, 2011 City Council Meeting--subject to change)**

Senior Planner Schubert presented the Rezoning and recommended approval.

Commissioner Miles asked if the current use would stay the same.

Chairman Shafer opened the public hearing.

Chris Peterson, Peterson Law Group, stated that no further development was planned for the tract and it needed to be rezoned for financing reasons.

Chairman Shafer closed the public hearing.

**Commissioner Stearns motioned to approve the Rezoning. Commissioner Slack seconded the motion, motion passed (7-0).**

7. Adjourn.

**Commissioner Warner motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (7-0).**

**The meeting adjourned at 7:15 p.m.**

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 24<sup>th</sup> day of March, 2011

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

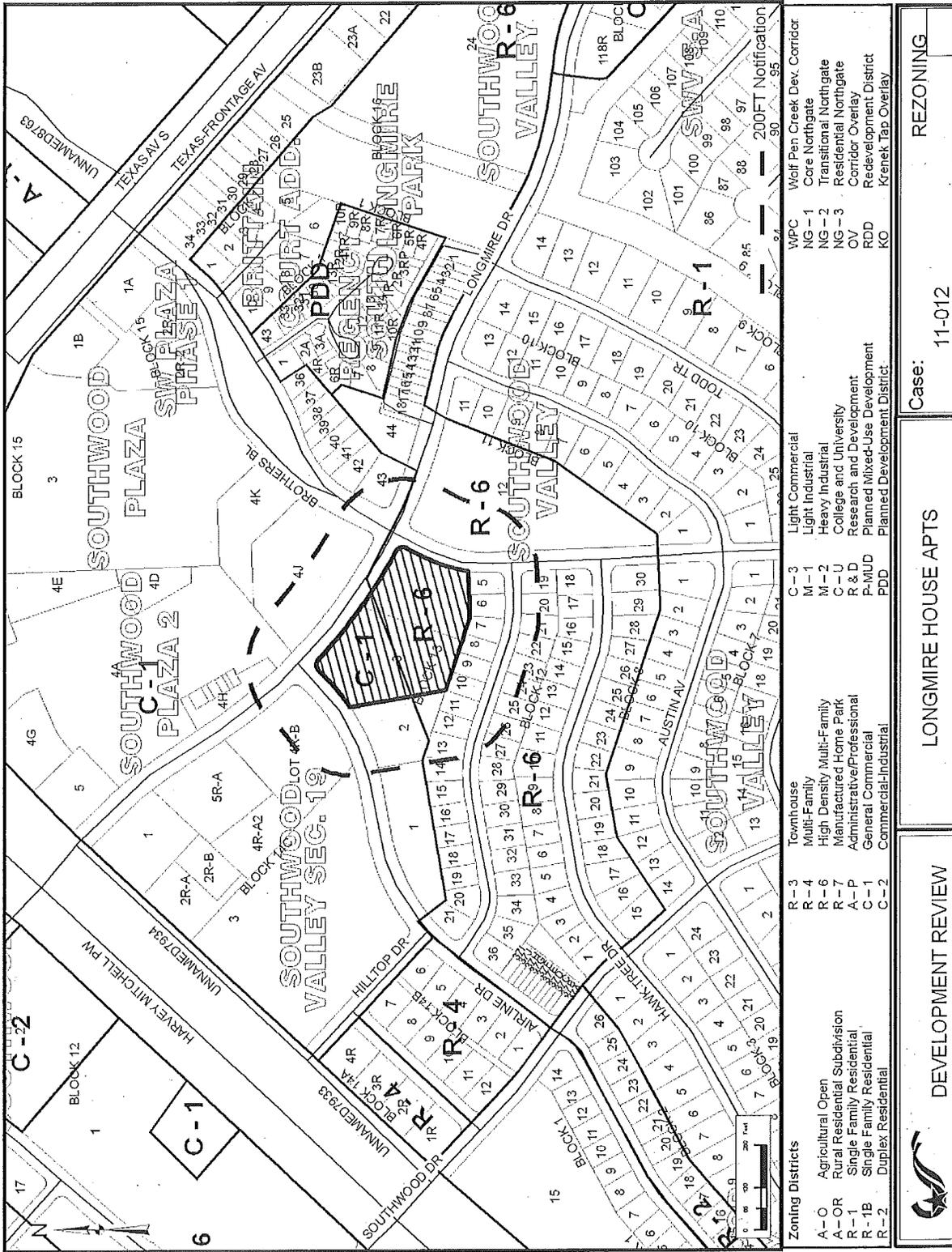
*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

**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 property is rezoned from C-1 General Commercial and R-6 High Density Multi-Family to R-6 High Density Multi-Family as described and shown graphically below:

Lots 3 & 4, Block 13, Phase 6B, Southwood Valley Subdivision



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

**DEVELOPMENT REVIEW**

**LONGMIRE HOUSE APTS**

Case: 11-012

**REZONING**