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**Mayor**

Nancy Berry

**Mayor Pro Tem**

Dave Ruesink

**City Manager**

David Neeley

**Council members**

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, July 14, 2011 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**Presentation:**

- Recognition of 2011 Newman 10 Recipients.

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 June 16, 2011 Special Meeting, and June 23, 2011 Workshop and Regular Council Meeting.

b. Presentation, possible action, and discussion regarding approval of the purchase of Hewlett Packard (HP) network switching equipment and Supervisory Control and Data Acquisition (SCADA) workstations from MicroAge College Station through the Texas DIR contract and the Texas A&M Master Agreement in the amount of \$102,537.00.

- c. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2011 Justice Assistance Grant (JAG).
- d. Presentation, possible action, and discussion regarding a Resolution approving a real estate contract accepting a bid received in response to RFP #11-98 for the sale of City property at 4284 Hollow Stone.
- e. Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2011; and providing an effective date.
- f. Presentation, possible action, and discussion to ratify the additional expenditures of \$14,496 paid to First Southwest Company for financial advisory services during the first renewal term.
- g. Presentation, possible action, and discussion to approve a water supply agreement with Pebble Creek Country Club and authorize the City Manager to sign the agreement.
- h. Presentation, possible action, and discussion to consider amended version #2 of the Inter-Local Agreement with Texas A&M, to provide sewer service to the Callaway-Jones Funeral Home.
- i. Presentation, possible action, and discussion regarding the award of an annual price agreement to Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock for an amount not to exceed \$248,000.
- j. Presentation, possible action, and discussion regarding the award of an annual price agreement to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$137,000.
- k. Presentation, possible action, and discussion regarding the award of an annual price agreement to Crafcot Texas, Inc. for the purchase of Crack Sealant and Detack Material for an amount not to exceed \$112,648.75.
- l. Presentation, possible action, and discussion on the award of a Construction Contract (RFP 11-82) with JaCody, Inc. in the amount of \$859,874.00 for the Dispatch Addition at the College Station Utilities Center.
- m. Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas for the FM 2818 – Villa Maria Transmission Line Adjustment project in the amount of \$115,700.
- n. Presentation, possible action, and discussion concerning a resolution awarding a professional services contract (Contract No.11-298) with Ray + Hollington Architects, Inc. in the amount not to exceed \$64,400 for master planning and programming services for the development of the Lick Creek Park Nature Center.
- o. Presentation, possible action, and discussion to award a construction contract for the Patricia Street Waterline to D&S Contracting, Inc. in the amount of \$111,009.35.

### **Regular Agenda**

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address

for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

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

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

1. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the College Station Comprehensive Plan by adopting the Parks and Recreation Master Plan.
2. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.283 acres located at 3514, 3520 & 3526 Longmire Drive from C-1 General Commercial and C-2 Commercial-Industrial to PDD Planned Development District.
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, July 14, 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 8th day of July, 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 July 8, 2011 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

**July 14, 2011**  
**City Council 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 June 16, 2011 Special Meeting, and June 23, 2011 Workshop and Regular Council Meeting.

**Attachments:**

- June 16, 2011 Special Minutes
- June 23, 2011 Workshop Minutes
- June 23, 2011 Regular Minutes

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
JUNE 16, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

David Neeley, 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 Executive Session of the College Station City Council was called to order by Mayor Nancy Berry at 4:11 p.m. on Thursday, June 16, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at \_\_\_\_ p.m. on Thursday, June 16, 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
- 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 the interlocal agreement to the bio-corridor

C. Deliberation on Personnel; to wit:

- City Manager

The Executive Session adjourned at approximately 5:53 p.m. on Thursday, June 16, 2011.

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

No action was required from Executive Session.

### **4. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the Special Executive Session of the College Station City Council at approximately 5:54 p.m. on Thursday, June 16, 2011.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
JUNE 23, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

David Neeley, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Shelley Major, Records Management Coordinator

**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 3:03 p.m. on Thursday, June 23, 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.**

*2f:* David Schmitz, Director of Parks and Recreation, stated there is a sunset date when construction is completed. They have issued an RFQ and will be working with a professional firm to put together a master plan. The Committee will reflect a good representation of the community. There will be charrettes and public hearings.

**2. Presentation, possible action, and discussion on capital project funding for the City of College Station.**

Jeff Kersten, Chief Financial Officer, explained that every five - seven years, a Citizens Advisory Committee is formed to identify potential capital improvement projects that can be funded with General Obligation (“GO”) Bonds. Projects funded with GO Bonds include street and transportation improvements, park and recreation improvements, municipal facilities such as fire stations, and other enhancements to public infrastructure. Capital projects are identified and prioritized. Funding for the identified capital improvement projects are determined, and a tax rate analysis is done to determine the impact on the tax rate. These are then presented to the voters, who may authorize the general obligation bonds. Once the Bonds have been authorized by the voters, staff will annually prepare and update five year Capital Improvement Program, review and adjust project timelines based on Council direction, and evaluate and determine funding sources; e.g. cash, debt, grants. The capital improvement budget is then presented to the Council for review and approval. In addition to general obligation bonds the City can issue certificates of obligation or utility revenue bonds. Projects typically funded with CO debt include street and park improvements, municipal facilities improvements, technology and equipment, or utility infrastructure improvements. CO debt does not require voter authorization. The advantage to issuing bonds include: finance projects over their useful lives; allow future beneficiaries to pay their “fair share” for services; allows the city to grow and meet future infrastructure needs; and low cost financing due to tax-exempt features. Other funding sources include existing cash resources (from utility projects, drainage projects and general funds), TIF’s, grants, contributions from developers, and impact fees. The Council will consider authorizing the publication of Notice of Sale for Certificates on July 14. On August 24 we will award the bonds through a competitive bid process. Proceeds will be received on or around September 22. The 2011 Bond Sale will be for approximately \$11 million.

**3. Presentation, possible action, and discussion regarding the proposed FY 2012 (FY 2011) Community Development Action Plan and Budget.**

David Gwin, Director of Community Development, presented the FY 2011 Annual Action Plan. He began with an overview of the direction received at the June 9 Council meeting, which included reimbursement to Habitat for Humanity for land/lot acquisition and construction costs, continue with the reimbursement to CHDOs for land acquisition and construction costs, continuing with down payment assistance for Habitat and CHDO homebuyers, owner-occupied rehabilitation, and issuance of an RFP for senior housing. He next reported on the Down-Payment Assistance Program. This program helps families lower monthly payments in order to afford a home in College Station; requires applicants to use a private lender for their mortgage; offers up to 15% of sales prices as a 0% interest deferred loan; and calculates the amount of assistance for each family based on individual situation. This program has proven to be successful, with zero foreclosures and 135 loans completed since 1997. He debunked several myths regarding the program: it is not a grant program; it is not competing against private lenders; it is not placing families into situations that they cannot afford; it is not a liability to the surrounding neighborhood; and it is not a poor investment of public funds. As an example of the impact of new single-family affordable housing, Mr. Gwin displayed several photos of dilapidated and replacement homes. Related to lasting ownership, the data shows 100% of Habitat owners are still owner-occupied. 64% of College Station residents had a household member move within 3 years, the state average is 35%. College Station homeownership rate is 31%, and the state rate is 64%. College Station single-family home values have a 4% growth

rate on average in valuation. Habitat has had the most growth with 8%. All the projects have exceeded the City average. The College Station Affordable Housing Program meets or exceeds neighborhood building standards, and has created lasting homeownership opportunities. The program has supported single-family construction that has outpaced or stayed with neighborhood and City residential values.

The FY 2011/FY 2012 Action Plan and Budget focuses on the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). These programs fund housing, infrastructure, public facilities, economic development, code enforcement, and public service activities. The Plan re-validates and updates local needs, addresses specific goals outlined in the City's 2010-2014 Consolidated Plan and proposes activities for the upcoming year, represents the annual formal application to the Department of HUD and lists funded activities and specific amounts, and provides for a regular public process. While CDBG funds may be used for a variety of community development activities, HOME funds may only be used for affordable housing activities. Up to 20% is allowed for administration with CDBG funds. They are proposing 17%, and the remaining 3% will be allocated to projects. The Community Development Budget was presented to Council and has a proposed total of \$5,012,773. Staff is proposing funding five local public services: Twin City Mission, Mental Health Mental Retardation Authority, Brazos Valley Rehabilitation Center, United Partners-Project Unity, and Voices for Children. Recommended public facilities to be funded include Cooner Street rehabilitation, Wellborn Road sidewalks, and University Drive sidewalks. Initiatives planned for 2011-2012 are: disposal of the Holleman property, initiate a senior housing development, partner with non-profits for new affordable houses, two sidewalk design projects, one street rehabilitation project, etc. A formal application will be made to HUD, and this will come back before the Council for consideration at the July 21 meeting.

#### **4. Presentation, possible action and discussion regarding an update on the State of the Fire Department.**

R.B. Alley, Fire Chief, updated the Council on the State of the Fire Department. Fire Station 6 design is complete, and new fire apparatus has been ordered. The Community Emergency Operations Center has received new radio and cell phone upgrades. The Health and Wellness Program was completed at TAMU. The FAA Airport inspection was done, and we received an outstanding report. He also reported on the delivery of a new ARFF fire truck, which is running calls now. There were 6,648 emergency responses, and a breakdown on the types of emergency responses was given. There are several fire investigations in process; the origin and cause determination rate is 92%. The Fire Department provides public education on fire and life safety. An update on emergency management was given. Equipment was purchased for the Community Emergency Operations Center; the new 700 emergency radio equipment was installed; emergency management plans were updated; and 1,500 citizens were trained. We were designated a Storm Ready Community by the National Weather Service. They are currently managing 2010 and 2011 Homeland Security Grants, totaling \$170,700.

For FY 2012, they plan to begin and complete construction of Station 6. They will need to recruit, hire and train eighteen new firefighter/paramedics. They will order a new ambulance for the station, as well. Another initiative to be considered is the renewal of the CEOC agreement.

Currently there are 121 staff positions for fire operations, fire marshal's office, fire administration, and emergency management. He noted that District 1 is extremely busy, and stressed the need for Station 6. Future strategic initiatives include Fire Station 6 (next phases, shift safety officer, battalion chief, and ladder company), accreditation, succession planning (thirty-nine can retire today), and Fire Station 7 (ILA, planning, design, and construction).

#### **5. Presentation, possible action, and discussion of the current State of the Police Department.**

The Workshop recessed at 4:54 so that Council could adjourn into Executive Session. The Workshop reconvened at 9:53 p.m., and items 5 - 9 were taken up after the Regular Council Meeting.

Jeff Capps, Police Chief, updated the Council on the State of the Police Department. He provided statistical information and trends observed. They have moved from monthly Comp Stat meetings to weekly Comp Stat meetings. This insures accurate, timely information and assists with rapid deployment. The Department currently has 121 sworn positions/officers and two vacancies. There are 61 civilian positions and seven vacancies. The Department also utilizes fourteen seasonal employees, such as school crossing guards. He noted that College Station has seen a 16% increase in population over the past seven years. Sworn personnel has grown by 13% in the past five years. The civilian positions have increased by 22% in the past five years. The Department, as a whole, has grown 16% in the past five years. For the future, the Department is looking at development in the City and how it will affect the Police Department. Specialized units for the Northgate area, as well as other high call volume areas, are also being looked at. They are applying for a COPS grant for six additional officers. They will also need additional detectives or police assistants for follow up investigations. Additional civilian support staff is also needed. In January 2009, the City was divided by actual calls for service into eight geographical areas. They are continuing to evaluate the feasibility of adding a ninth beat, insuring they do not add an additional beat until they have the appropriate staffing to do so. Community engagement includes the Citizens Police Academy, Blue Santa, Easter Egg Hunt, and National Night Out. They also participate in the Lock, Take, and Hide program. 101 signs have been set out so far at 78 different locations across the city. This is the fourth year they have participated in the Take 25 Event where they fingerprinted 97 children. The Eyes and Ears program has been revamped with new pamphlets and coordinate with Barbara Moore to attend Neighborhood Association meetings. 3,912 community contacts were made last year.

#### **6. Presentation, possible action, and discussion regarding a draft agenda for the City Council's Strategic Planning Workshop scheduled for July 12, 2011.**

Council reviewed the draft agenda, and no changes were made.

#### **7. Council Calendar**

- **June 24 Twin Oaks Landfill Grand Opening at Twin Oaks Landfill, 11:00 a.m.**
- **June 29 Hotel Tax Law Seminar at CS Hilton, 1:00 p.m.**
- **July 4 City Offices Closed – HOLIDAY**
- **July 7 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**

- July 12 Strategic Planning Workshop at Wolf Pen Creek Green Room - 1015 Colgate Drive, 8:00 a.m.
- July 12 Medical Corridor Advisory Committee at the CSU Meeting and Training Facility, 3:30 p.m.

Council reviewed the calendar.

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

Councilmember Lyles requested an item to discuss possible amendments to the thoroughfare plan.

Councilmember Ruesink requested an update on Senate Bill 100 and its impact on the City.

**9. 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, BWACS, 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.**

There were no reports.

## **10. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:54 p.m. on Thursday, June 23, 2011 in order to continue discussing matters pertaining to:

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

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan

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

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

- Legal issues regarding possible revenue sharing and legislation in bio-corridor
- Possible enforcement action - 818 Avenue B

C. Deliberation Regarding Personnel; to wit:

- Council self-evaluation

The Executive Session adjourned at 6:57 p.m. on Thursday, June 23, 2011.

No action was required from Executive Session.

## **11. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:42 p.m. on Thursday, June 23, 2011.

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

ATTEST:

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
June 23, 2011

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

David Neely, City Manager  
Kathy Merrill, Assistant City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Shelley Major, Records Management Coordinator

**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 7:10 p.m. on Thursday, June 23, 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.**

A moment of silence was observed in memory of Councilmember Larry Stewart upon the first anniversary of his passing.

The Sister Cities Association provided a brief slide show of their trip to Germany. Highlights from the visit by the German Exchange Students were also shown. The Lord Mayor from Greifswald, Germany sent a letter of appreciation to Mayor Berry.

- Citizen Comments

Ben White, 4759 Stonebriar, noted that on October 18, 1938 the City of College Station incorporated with a vote of 217 for and 39 against. October 18, 2013 will be the City's 75<sup>th</sup> birthday. The planning committee's mission is to commemorate that anniversary by celebrating the past, honoring the present, and embracing the future.

## CONSENT AGENDA

**2a. Presentation, possible action, and discussion of minutes for June 8, 2011 Special (Orientation) Meeting and June 9, 2011 Workshop and Regular Council Meeting.**

**2b. Presentation, possible action, and discussion on the ratification and authorization of purchase of cement stabilized sand and cement stabilized aggregate, in accordance with LGC 252.022(a)(2) a procurement necessary to preserve the public health or safety of the municipality's residents, to Knife River Corporation (Knife River) in the amount of \$89,977.21.**

**2c. Presentation, possible action and discussion on the third and final reading of Ordinance 2011-3351, approving a non-exclusive franchise agreement with Stericycle, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.**

**2d. Presentation, possible action and discussion on the third and final reading of Ordinance 2011-3352, approving a non-exclusive franchise agreement with CCA, LLC d/b/a BCS Stop 'N Go Potties for the purpose of collecting demolition and construction debris from residential sites.**

**2e. Presentation, possible action and discussion on Resolution 06-23-11-2e, approving a Pipeline Crossing Agreement with Union Pacific Railroad for Phase II of the Wellborn Road (FM 2154) Utilities Relocation Project and a resolution for the execution of the agreement.**

**2f. Presentation, possible action, and discussion on the approval of Resolution 06-23-11-2f, allowing for the formation of an ad hoc, Lick Creek Park Nature Center Advisory Committee, to provide oversight and input into the design of the Center, its' amenities, and programming, with said committee to be disbanded upon the start of construction.**

**2g. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.**

**2h. Presentation, possible action, and discussion regarding a month-to-month renewal agreement with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and service charges not to exceed \$75,000 monthly.**

**2i. Presentation, possible action, and discussion to approve the amendment to the original contract with First Southwest Company and the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$125,000 for financial advisory services.**

**2j. Presentation, possible action, and discussion on Resolution 06-23-11-2j, approving a five (5) year agreement with Texas Commercial Waste for the lease of slant-top, front-end loading refuse containers for an annual estimated expenditure of \$220,278.00.**

**2k. Presentation, possible action, and discussion regarding Resolution 06-23-11-2k, approving a real estate contract approving a bid received in response to RFP #11-89 for the sale of City property at 1124 Carolina, an affordable home.**

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

### **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion to consider Ordinance 2011-3353, amending the Comprehensive Plan to incorporate a Wastewater Master Plan.**

At approximately 7:54 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:55 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3353, amending the Comprehensive Plan by adopting the Wastewater Master Plan. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3354, amending the City of College Station Comprehensive Plan by adopting the Eastgate Neighborhood Plan and the associated Community Character and Future Land Use Map, Thoroughfare Plan, and Bicycle, Pedestrian, and Greenways Master Plan Map amendments.**

At approximately 8:15 p.m. Mayor Berry opened the Public Hearing.

Ms. Onie Holmes, 616 Pasler, provided written comments, attached.

Sherry Ellison, 2705 Brookway, reported that the Bicycle, Pedestrian and Greenways board had several presentations in terms of sidewalks, bike lanes and the multi-modal plan and recommends approval of the plan. The neighbors of Eastgate have made requests for some changes, and staff has accommodated some of those changes. She asked that Council look at this and the neighborhood conservation aspect and to note that this neighborhood has been the most impacted by growth.

Brooke Woodruff, 1118 Ashburn, stated that she participated in the Eastgate Resource Team and staff has provided valuable information for the team. The neighborhood is complex and diverse, and she is impressed with how staff remained focused on the overall process. The neighborhood is a valuable asset to the City, and they want to retain their character. It is very important they retain their history and diversity. Education is key to understanding what the neighborhood will look like down the road. This plan will provide for positive change.

There being no further comments, the Public Hearing was closed at 8:20 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3354, amending the City of College Station Comprehensive Plan by adopting the Eastgate Neighborhood Plan and the associated Community Character and Future Land Use Map, Thoroughfare Plan, and Bicycle, Pedestrian, and Greenways Master Plan Map amendments. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2011-3355, amending Section 9.2, Nonconforming Uses, and Section 9.4, Nonconforming Lots, of the Unified Development Ordinance.**

At approximately 8:46 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:47 p.m.

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3355, amending Section 9.2, Nonconforming Uses, and Section 9.4, Nonconforming Lots, of the Unified Development Ordinance. The motion carried unanimously.

**4. Public Hearing, presentation, possible action, and discussion on Resolution 06-23-11-4, approving a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$167,000.00 for the professional engineering services related to the design of the Bird Pond Road Project.**

At approximately 8:55 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:55 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 06-23-11-4, approving a Professional Services Contract with Mitchell & Morgan, LLP in the amount of \$167,000.00 for the professional engineering services related to the design of the Bird Pond Road Project. The motion carried unanimously.

**5. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to pay for a portion of the features included in the University Drive Pedestrian Safety Project. The amount of this AFA is \$274,540.**

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted seven (7) for and none(0) opposed, to approve the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to pay for a portion of the features included in the University Drive Pedestrian Safety Project, in an amount not to exceed \$274,540. The motion carried unanimously.

**6. Presentation, possible action, and discussion on an amendment to Ordinance 2011-3356, creating the Sunset Advisory Commission and making appointments.**

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2011-3356, creating the Sunset Advisory Commission. The motion carried unanimously.

**MOTION:** Upon a motion made by Mayor Berry and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to appoint Councilmembers Fields, Ruesink, and Mooney to the Commission. The motion carried unanimously.

**7. Adjournment.**

There being no further business, the Mayor adjourned the Regular Meeting of the City Council at 9:52 p.m. on Thursday, June 23, 2011.

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

ATTEST:

\_\_\_\_\_  
Sherry Mash burn, City Secretary

July 14, 2011  
Consent Agenda Item No. 2b  
Purchase of SCADA Network Equipment

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of the purchase of Hewlett Packard (HP) network switching equipment and Supervisory Control and Data Acquisition (SCADA) workstations from MicroAge College Station through the Texas DIR contract and the Texas A&M Master Agreement in the amount of \$102,537.00.

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

**Recommendations:** Staff recommends approval of the purchase of network switching equipment and workstations from MicroAge through the DIR contract and TAMU's Master Agreement in the amount of \$102,537.00. These contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

**Summary:** In May 2010, the City of College Station was required to self-certify as an electric Transmission Operator (TOP) by the North American Electric Reliability Corporation (NERC). This mandate was the result of a NERC audit of the Electric Reliability Council of Texas (ERCOT) system and the ruling that the City of College Station (COCS) has assets critical to the national Bulk Electric System (BES). As a result of this certification the City must become compliant with Critical Infrastructure Protection (CIP) and Emergency Preparedness and Operations (EOP) reliability standards established by NERC.

NERC was certified in 2006 by the Federal Energy Regulatory Commission (FERC) to develop mandatory physical and cyber security standards for Critical Asset (CA) sites such as dispatch centers and substations. FERC's legal authority originates from the Federal Power Act and major amendments made to it by the US Congress. The City must comply with these standards by May of 2012 or be subject to fines and/or other actions.

CSU Electric's SCADA system is a dedicated network of hardware and software that provides Utility Dispatch the ability to monitor and control the City's electric transmission and distribution system as well as continually transmit critical system data to ERCOT. ERCOT uses system data from utilities in order to directly manage the electric grid in real time.

CSU Electric is implementing a plan for compliance which includes the construction of the new Dispatch Center, a major hardware and software upgrade to the existing Survalent SCADA system to meet system redundancy requirements, a major equipment upgrade to provide full SCADA functionality at CSU's backup dispatch located at Carter's Creek Wastewater Treatment Plant, a major network upgrade comprised of this HP network switching equipment to provide connectivity between all sites, and new physical and cyber security equipment to protect the City's Critical Asset sites. The new HP SCADA workstations will replace existing SCADA workstations located at CSU and integrate with the forthcoming Survalent SCADA system upgrade. The existing workstations will then be relocated to substations to provide SCADA functionality where there currently is none.

**Budget & Financial Summary:** Funds for this purchase were budgeted for and approved in the FY11 Capital Projects Budget (\$350,000). This is the first of several equipment purchases needed to attain compliance with NERC regulations.

SCADA / NERC system upgrades: WF 1213248 /1 & /2 211-9111-972-50-50 EGWOC

**Attachments:**

1. TAMU Master Agreement Quote
2. DIR Quote



1400 University Drive East - College Station, TX 77840  
 Phone (979)846-9727 Fax (979)268-1017  
 www.MicroAgeCS.com

# Quotation

Quote #	Date
132775-A	05/23/11
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@microagecs.com	

For	Phones			
Jon Schlandt CITY OF COLLEGE STATION 1603 Graham Road College Station, TX 77845 United States				
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	5/28/2011	

	Part	Description	Qty	Price	Ext. Price
1		Primary Control Center			
2		Scada Network			
3	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
4	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
5	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
6	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
7					
8		Physical Access Control Network			
9	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
10	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
11	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
12	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
13			1	\$0.00	\$0.00
14	J9174A	HP PROCURVE MANAGER PLUS V3 ENTRY LEVEL SOFTWARE WITH 50-DEV LICENSE PLUS ONE AG	1	\$1,300.00	\$1,300.00
15			1	\$0.00	\$0.00
16			1	\$0.00	\$0.00
17		Backup Control Center			
18		Scada Network			
19	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
20	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
21	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
22	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
23					

	Part	Description	Qty	Price	Ext. Price
24		Physical Access Control Network			
25	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
26	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
27	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
28	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
29			1	\$0.00	\$0.00
30	J9174A	HP PROCURVE MANAGER PLUS V3 ENTRY LEVEL SOFTWARE WITH 50-DEV LICENSE PLUS ONE AG	1	\$1,300.00	\$1,300.00
31			1	\$0.00	\$0.00
32			1	\$0.00	\$0.00
33		Switch Station			
34		Scada Network			
35	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
36	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
37	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
38	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
39					
40		Physical Access Control Network			
41	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
42	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
43	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
44	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
45			1	\$0.00	\$0.00
46			1	\$0.00	\$0.00
47		Post Oak Substation			
48		Scada Network			
49	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
50	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
51	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
52	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
53					
54		Physical Access Control Network			
55	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
56	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
57	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
58	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00

	Part	Description	Qty	Price	Ext. Price
59			1	\$0.00	\$0.00
60			1	\$0.00	\$0.00
61		Northgate Substation			
62		Scada Network			
63	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
64	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
65	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
66	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
67					
68		Physical Access Control Network			
69	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
70	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
71	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
72	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
73			1	\$0.00	\$0.00
74			1	\$0.00	\$0.00
75		Dowling Road Substation			
76		Scada Network			
77	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
78	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
79	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
80	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
81					
82		Physical Access Control Network			
83	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
84	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
85	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
86	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
87			1	\$0.00	\$0.00
88			1	\$0.00	\$0.00
89		Southwood Valley Substation			
90		Scada Network			
91	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
92	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
93	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
94	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00

	Part	Description	Qty	Price	Ext. Price
95					
96		Physical Access Control Network			
97	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
98	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
99	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
100	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
101			1	\$0.00	\$0.00
102			1	\$0.00	\$0.00
103		Greens Prairie Substation			
104		Scada Network			
105	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
106	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
107	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
108	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
109					
110		Physical Access Control Network			
111	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
112	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
113	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
114	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
115			1	\$0.00	\$0.00
116			1	\$0.00	\$0.00
117		Spring Creek Substation			
118		Scada Network			
119	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
120	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
121	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
122	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	1	\$1,280.00	\$1,280.00
123					
124		Physical Access Control Network			
125	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	1	\$1,600.00	\$1,600.00
126	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	1	\$800.00	\$800.00
127	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	1	\$800.00	\$800.00
128	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	1	\$700.00	\$700.00
129			1	\$0.00	\$0.00
130			1	\$0.00	\$0.00

	Part	Description	Qty	Price	Ext. Price
131		Spares			
132	J9470A#ABA	HP PROCURVE 3500-24 SWITCH	2	\$1,600.00	\$3,200.00
133	J9142B	PROCURVE 1000-BX-D SFP-LC MINI-GBIC	2	\$800.00	\$1,600.00
134	J9143B	PROCURVE 1000-BX-U SFP-LC MINI-GBIC	2	\$800.00	\$1,600.00
135	J9280A#ABA	PROCURVE SWITCH 2510G-48 48-PORT LAYER 2 STACKABLE GIGABIT SWITCH WITH 44 10/100	2	\$1,280.00	\$2,560.00
136	J9279A#ABA	PROCURVE SWITCH 2510G-24 24-PORT LAYER 2 GIGABIT STACKABLE SWITCH WITH 20 10/100	2	\$700.00	\$1,400.00
137			1	\$0.00	\$0.00
138	COMTAMU1	Master Agreement M100299 - IT	1	\$0.00	\$0.00

SubTotal	\$88,380.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$88,380.00</b>

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



1400 University Drive East - College Station, TX 77840  
 Phone (979)846-9727 Fax (979)268-1017  
 www.MicroAgeCS.com

# Quotation

Quote #	Date
132771	05/23/11
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@microagecs.com	

For	Phones			
Jon Schlandt CITY OF COLLEGE STATION 1603 Graham Road College Station, TX 77845 United States				
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	5/28/2011	

	Part	Description	Qty	Price	Ext. Price
1	VA748UT#ABA	HP Z210 SFF Workstation w/240W 90% Energy Efficient Chassis	9	\$1,429.00	\$12,861.00
2	WH340AA	xw4/Z2/Z4 Depth Adj. Fixed Rail Rack Kit	9	\$144.00	\$1,296.00
3	COMHPDIR	HP DIR-SDD-1364 Contract	1	\$0.00	\$0.00
4		HP DIR Quote 6575084			

SubTotal	\$14,157.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$14,157.00</b>

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

**July 14, 2011**  
**Consent Agenda Item No. 2c**  
**Justice Assistance Grant (JAG) Inter-local Agreement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2011 Justice Assistance Grant (JAG).

**Relationship to Strategic Goals:** Goal I.8 Evaluate public safety needs

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

**Summary:** This Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions and fund all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and /or communities by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.

College Station Police Department intends to utilize this funding for the purpose of supporting local initiatives, technical assistance, training, equipment, supplies and information technology projects in support of our community-oriented mission.

**Budget & Financial Summary:** This 2011 JAG allocation for Brazos County is \$73,233. This amount is based upon a statutory, JAG formula that considers the jurisdiction's share of State population and reported part 1 violent crime statistics. The grant has no match requirement.

Individual recommended allocations designated by the Department of Justice are: Brazos County- \$0; Bryan- \$52,928; College Station- \$20,305 for a total of \$73,233. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Inter-Local Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's office in an effort to address disparity. Additionally, the Bryan Police Department has agreed to provide an additional \$7,674 of their funding to Brazos County Sheriff's office for reimbursement of funds from previous years' grants. As such, the resulting allocation is as follows: Bryan- \$37,314.80; College Station- \$17,259.25 and Brazos County- \$18,658.95.

College Station Police Department will serve as the administering agency.

**Attachments:**

1. Inter-local Agreement

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court, the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council.

**WHEREAS**, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

**WHEREAS**, College Station will serve as the applicant/fiscal agent; and

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

**WHEREAS**, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, College Station agrees to provide the County \$18,658.95 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station agrees to provide Bryan \$37,314.80 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station shall use their \$17,259.25 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station, Bryan and the County believe it to be in their best interest to reallocate the JAG funds as described above,

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

1. College Station agrees to pay the County a total of \$18,658.95 of JAG funds.
2. The County agrees to use the \$18,658.95 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. College Station agrees to pay Bryan a total of \$37,314.80 of JAG funds.
4. Bryan agrees to use \$37,314.80 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. College Station agrees to retain a total of \$17,259.25 of the JAG funds.
6. College Station agrees to use \$17,259.25 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2012.
12. **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

**CITY OF COLLEGE STATION:**

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

**CITY OF BRYAN:**

City Manager  
City of Bryan  
300 South Texas Avenue  
Bryan, Texas 77803

**BRAZOS COUNTY:**

County Judge  
Brazos County  
300 East 29<sup>th</sup> Street, Suite 114  
Bryan, Texas 77803

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by CITY OF BRYAN.

**CITY OF BRYAN**

By: \_\_\_\_\_  
**Jason Bienski**  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mary Lynn Stratta  
City Secretary

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

**ACKNOWLEDGEMENT**

**STATE OF TEXAS     §**  
                                  **§**  
**COUNTY OF BRAZOS §**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
NANCY BERRY  
Mayor

ATTEST:

APPROVED:

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

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

*Adm C. Fales*  
\_\_\_\_\_  
City Attorney

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

ACKNOWLEDGEMENT

STATE OF TEXAS §  
                                  §  
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by BRAZOS COUNTY.

COUNTY OF BRAZOS

By: \_\_\_\_\_  
DUANE PETERS  
County Judge

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen McQueen  
County Clerk

\_\_\_\_\_  
Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**July 14, 2011**  
**Consent Agenda Item No. 2d**  
**Sale of a Home at 4284 Hollow Stone**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a Resolution approving a real estate contract accepting a bid received in response to RFP #11-98 for the sale of City property at 4284 Hollow Stone.

**Relationship to Strategic Goals:** Goal I.5 Develop revenue streams independent of the General Fund; Goal III. 12. Housing Affordability

**Recommendation(s):** Staff recommends approval for the Mayor to sign the resolution, contract, and deed.

**Summary:** On June 10, 2011 staff released a Request for Bid for the sale of City property located at 4284 Hollow Stone to any interested buyer. One bid was received in response to the RFB. Staff recommends approval of the currently held bid for sale of City property located at 4284 Hollow Stone.

Funds received by the City from the U. S. Department of Housing and Urban Development through the HOME Investment Partnership Program grant were utilized to construct this home. As this is not an income eligible household, proceeds received from the sale of this property will be utilized to reimburse the HOME grant.

**Budget & Financial Summary:** The minimum bid specified in the Request for Bid #11-98 was \$169,000, the appraised value of the property. The bid currently held bid is for \$169,000.

**Attachments:**

Attachment 1: Resolution

Attachment 2: Real Estate Contract

Attachment 3: Location Map

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A REAL ESTATE CONTRACT FOR THE SALE OF 4284 HOLLOW STONE DRIVE

WHEREAS, the City of College Station, Texas, solicited competitive bids for the sale of land under Section 272.011(a) of the Texas Local Government Code; and

WHEREAS, the selection of Delia Bose is being recommended as the qualified bidder meeting all requirements; now, therefore,

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

PART 1: That the City Council hereby finds that Delia Bose is the highest qualified bidder meeting all requirements of Bid #11-98.

PART 2: That the City Council hereby approves the real estate contract with Delia Bose for \$169,000.00 for the sale of the property and improvements located at 4284 Hollow Stone Drive.

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

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

ATTAEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER"), and Delia L. Bose ("BUYER"), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed with Vendor's Lien, and BUYER agrees to purchase and pay for the tract of land known as **Lot 20, Block 4, Castle Rock, Phase 2A, City of College Station, Brazos County, Texas**, ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of SELLER's representatives to this Real Estate Contract.

1.2 Within ten (10) calendar days of the execution of this Contract, SELLER shall request University Title Company to furnish a Commitment for Title Insurance (the "Title Commitment") to insure indefeasible title to the BUYER for Buyer's review together with legible copies of all instruments referred to in the Title Commitment. The SELLER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 SELLER shall provide a Survey, attached as Exhibit "A", showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey shall reflect any encroachments

onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract. The description, as prepared by the surveyor, shall be used in the Special Warranty Deed.

1.4 SELLER is a tax-exempt entity.

1.5 The sale of the PROPERTY shall be made by a Special Warranty Deed attached as Exhibit "B" from SELLER to BUYER in the form prepared by SELLER.

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE HUNDRED SIXTY NINE THOUSAND AND NO/100 DOLLARS (\$169,000.00). The purchase price shall be payable at closing.

2.2 BUYER shall deposit ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) as earnest money with University Title Company at College Station, Texas; as escrow agent, upon execution of this Contract by both parties.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant

adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(f) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

(b) BUYER will comply with all requirements of the bid specifications which is made part of this contract as Exhibit "C" of the terms conditions, covenants and restrictions of the sale.

ARTICLE V  
CLOSING

5.1 The closing shall be held at University Title Company within forty-five (45) calendar days from the execution and tender of this Real Estate Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by SELLER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at SELLER's expense, a Title Policy insuring indefeasible title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Prepare, at its cost, the Special Warranty Deed document.

(e) Pay ½ of the escrow fees.

(f) Pay the SELLER's expenses and attorney fees, if any.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and all closing costs, with the exception of prorated taxes, at closing.

(b) Pay ½ of the escrow fees.

(c) Pay the costs to record all documents including but not limited to, the Special Warranty Deed from SELLER to BUYER.

(d) Pay the BUYER's expenses or attorney fees.

(e) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(f) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

ARTICLE VI  
SPECIAL CONDITIONS

**6.1 EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED**

**(EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THIS REAL ESTATE CONTRACT, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.**

ARTICLE VII  
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement; and/or
- (b) Bring suit for damages against SELLER.

ARTICLE VIII  
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX  
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: City of College Station  
Legal Department  
1101 Texas Avenue  
College Station, Texas 77840

BUYER: Delia L. Bose  
4225 Rocky Rhodes Drive  
College Station, Texas 77845

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

**SELLER:**

CITY OF COLLEGE STATION

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

Mayor

Date: \_\_\_\_\_

**BUYER:**

Delia L. Bose

Printed Name: DELIA L. BOSE

Date: 7/6/11

List of Exhibits:      A. Survey  
                                 B. Special Warranty Deed  
                                 C. Bid Specifications

ATTEST:

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

**APPROVED:**

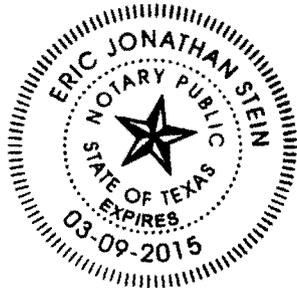
\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                 §      ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledged before me on the 6<sup>th</sup> day of July, 2011,  
by Delia L. Bose.



[Signature]  
\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS     §  
                                  § ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule  
Municipal Corporation, on behalf of said municipality.

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

**EXHIBIT "A"**

**SURVEY**



**EXHIBIT "B"**

**SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

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

**SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

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

**GRANTOR:** CITY OF COLLEGE STATION, TEXAS

**GRANTOR'S MAILING ADDRESS:** P.O. Box 9960  
(including county) Brazos County  
College Station, Texas 77840

**GRANTEE:** \_\_\_\_\_

**GRANTEE'S MAILING ADDRESS:** \_\_\_\_\_  
(including county) Brazos County  
College Station, Texas 778\_\_

**CONSIDERATION:**

Ten Dollars (\$10.00) and other good and valuable consideration that is described in this paragraph.

**PROPERTY (including any improvements):**

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot \_\_\_\_\_ (\_\_\_), Block \_\_\_\_\_ (\_\_\_), \_\_\_\_\_, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of Brazos County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, covenants, oil and gas leases, mineral severances, and other instruments of whatsoever nature of record, if any; zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises; rights of adjoining owners in any driveways, walkways, walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping improvements; taxes for \_\_\_\_\_ from the date of closing which GRANTEE assumes.

**OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

**EXCEPT FOR THE REPRESENTATIONS, IF ANY, CONTAINED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BETWEEN GRANTOR AND GRANTEE, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS**

**FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to \_\_\_\_\_ without recourse on Grantor. The second vendor's lien and superior title secure payment of the second-lien note, and all liens securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

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

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said corporation.

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

**PREPARED IN THE OFFICE OF:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**EXHIBIT "C"**  
**BID SPECIFICATIONS**

**REQUEST FOR BID**



**CITY OF COLLEGE STATION**

**SALE OF PROPERTY  
LOCATED AT 4284 HOLLOW STONE STREET, COLLEGE STATION**



**BID #11-98**

**DUE DATE: Friday, JUNE 24, 2011  
@2:00 P.M. C.S.T.**

**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT  
CITY OF COLLEGE STATION, TEXAS**

**1101 Texas Ave.  
College Station, TX 77840  
(979) 764-3778  
[www.cstx.gov](http://www.cstx.gov)**

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**INTRODUCTION**

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, Texas 77842, until **Friday June 24, 2011 at 2:00 P.M. CST**, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, Texas. Any questions concerning the bid should be directed to Brandi Whittenton, Assistant Buyer, Purchasing Services, Purchasing Services Division, (979) 764-3552. Clearly mark return bid envelope with Bid # and Bid Opening Date.

By submitting a bid, the Bidder acknowledges that it is not relying on any representation, warranty, statement or other assertion of City or any employee, agent or representative of City, and the Bidder is relying on the Bidder's own examination of the Property.

Bids are solicited for the cash sale of a tract of land and improvements located thereon which include a single family residence. This property is available for sale and is subject to the terms and conditions specified hereinbelow:

**SPECIFIC TERMS AND CONDITIONS**

The following instructions apply to all bids and become a part of the 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:

**Definitions**

In order to simplify the language throughout this bid, the following definitions shall apply:

**BIDDER means** – an individual, household, or family submitting a bid in response to this RFP

**CITY COUNCIL** – means the elected officials of the City of College Station, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution, City Charter, and all applicable laws.

**CONTRACT DOCUMENTS** – means a real estate sales contract and all documents related thereto including this request for bids between the City and a successful Bidder for the sale of the Property specified in this bid.

**BUYER** – means the successful Highest Responsible Qualified Bidder(s) of this bid request.

**PROPERTY** – means Block (4), Lot (20), Castle Rock Neighborhood Phase (2A), an addition to the City of College Station, Texas, according to plat recorded in Volume 8693, Page 290, Deed Records of Brazos County, Texas, more commonly known as **4284 Hollow Stone**, College Station, Texas, together with all and singular the rights and appurtenances pertaining to the PROPERTY.

**IMPROVEMENTS:** means a 3-bedroom, 2-bath house consisting of approximately 1,540 heated square feet. A floor plan is attached hereto as Exhibit C.

**SELLER, CITY or CITY OF COLLEGE STATION** –means the City of College Station, a Texas home-rule municipal corporation.

**Guidelines for Bids**

- The minimum bid for the Property is **\$169,000**.
- **Bids must be submitted on the Real Estate Contract attached to this Bid Packet as Exhibit D, which Contract must be completed and signed by the Bidder.**
- Bidders shall submit a \$500 certified or cashier's check, made out to the title company of the bidder's choice, as a partial earnest money deposit to accompany the Real Estate Contract at bid opening. The certified or cashier's check will be returned to the unsuccessful bidders when a buyer has been determined, or not to exceed 30 days beyond bid opening.

**Receipt of Bids**

Bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered sufficient. The bidder must ensure that the bid is actually delivered. **Faxed bid responses are NOT acceptable.**

**Certification**

Bids must be completed and submitted on the real estate sales contract form included in this bid. Certification of Bid must be fully completed.

**Award of Contract**

The bid award may be based on, but not necessarily limited to, the following factors:

- a. Price;
- b. Pre-qualification and pre-approval by a mortgage lending institution, and;
- c. Any other applicable federal or City guidelines, laws, regulations or rules.

In the event that there are any discrepancies between the total bid price and the terms of sale, the price that renders the highest monetary bid for the property will prevail.

Although the monetary amount of the bid is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of the monetary bid.

**Acceptance**

Upon acceptance and approval by the City Council, this bid is accepted and becomes part of the contract documents between the City and the successful bidder for the period designated.

**Reservations**

The City reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any non-material technicalities for the best interest of the City. The City reserves the right to reject any bid that does not fully respond to each specified item.

**Communication**

No verbal agreement or conversation with any officer, agent or employee of the CITY and any potential bidder, either before or after the closing of the bid, shall be binding on the City or affect or modify any of the terms or obligations hereunder.

**Cancellation**

The City reserves the right to cancel this contract or any portion thereof immediately should Buyer fail to comply with terms stated in contract.

**DISCLAIMER OF WARRANTIES/SALE OF PROPERTY AND IMPROVEMENTS "AS IS"**

**CITY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE IMPROVEMENTS, UTILITIES, ENVIRONMENTAL STATE OF THE PROPERTY OR SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE. THE PROPERTY IS PLACED OUT FOR BID AND SOLD "AS IS" AND "WITH ALL FAULTS". WITHOUT LIMITING CITY'S OBLIGATION TO DELIVER A DEED WITH SPECIAL WARRANTY OF TITLE ON THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT, CITY MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. IN NO EVENT WILL THE CITY BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR IMPROVEMENTS THEREON, OR FOR REMEDYING OR REPAIRING SAME, INCLUDING BUT NOT LIMITED TO, DEFECTS RELATING TO REPAIRING ANY STREETS, UTILITIES OR ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR SHOWN ON ANY PLAT OF THE PROPERTY. THE CITY HAS NOT CONDUCTED, AND WILL NOT CONDUCT, ANY ENVIRONMENTAL INSPECTION OR OTHER TESTING OR INSPECTION OF THE PROPERTY OR THE IMPROVEMENTS. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING HEREUNDER AND THE DELIVERY FROM SELLER TO BUYER OF THE WARRANTY DEED. BIDDER IS ADVISED TO MAKE ITS OWN INSPECTION OF THE PROPERTY.**

**Variations**

Any variation from the conditions of sale must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

**SALE CONTINGENT ON COUNCIL APPROVAL**

THIS SALE IS SUBJECT TO THE EXPRESS APPROVAL OF THE CITY OF COLLEGE STATION CITY COUNCIL. SHOULD THE CITY COUNCIL FAIL TO APPROVE THIS SALE FOR ANY REASON, THE CONTRACT WILL IMMEDIATELY BECOME NULL AND VOID, CITY WILL AUTHORIZE THE TITLE COMPANY TO RETURN THE EARNEST MONEY TO THE PURCHASER AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATIONS OR LIABILITY TO THE OTHER.

**NO WARRANTIES OR GUARANTIES**

ANY OFFER PRESENTED TO CITY MUST BE BASED ON THE BIDDER'S OWN INSPECTION AND INVESTIGATION OF THE PROPERTY AND NOT ON ANY STATEMENTS MADE BY CITY OR ECONOMIC & COMMUNITY DEVELOPMENT EMPLOYEES. CITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, THE INFORMATION SET FORTH IN THIS REQUEST FOR BIDS OR ANY ECONOMIC & COMMUNITY DEVELOPMENT REQUIREMENTS.

**WITHDRAWAL**

THIS PROPERTY IS SUBJECT TO WITHDRAWAL FROM THE MARKET BY CITY AT ANY TIME FOR ANY OR NO REASON. IN THE EVENT OF SUCH WITHDRAWAL, BIDDERS WILL BE NOTIFIED BY CITY BASED UPON THE LIST MAINTAINED BY THE CITY PURCHASING DEPARTMENT OF DELIVERED BID PACKAGES.

**RIGHT OF REJECTION OR DISCONTINUATION RESERVED BY CITY**

CITY RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IN ITS SOLE DISCRETION FOR ANY OR NO REASON WHATSOEVER. CITY SHALL HAVE THE RIGHT TO DISCONTINUE THE OFFER PROCESS AT ANY TIME PRIOR TO EXECUTION BY CITY OF THE CONTRACT. IN SUCH EVENT, CITY SHALL NOTIFY THE BIDDERS OF SUCH DISCONTINUATION. CITY RESERVES THE RIGHT, AFTER DISCONTINUANCE OF THE BID PROCESS, TO SELL THE PROPERTY TO ANY PARTY AND ON ANY TERMS ACCEPTABLE TO CITY.

**PRE-BID CONFERENCE**

A **optional** pre-bid conference will be held at 2:00 p.m. on Friday, June 17, 2011 in the City Hall Building, second floor Purchasing, conference room #1, 1101 Texas Avenue, College Station, Texas 77840. City of College Station representative(s) will be present to discuss the sale. Bidders are **encouraged** to attend and participate in the conference. An on-site inspection of the property will immediately follow the pre-bid conference.

**Property Information**

Property size: as described in the survey attached as Exhibit B.

Improvements: as described in "Specific Terms and Conditions" Section hereinabove.

Property Description: as described in "Specific Terms and Conditions" Section hereinabove. The property has been platted. The property is subject to restrictive covenants filed in Volume 8693, Page 290, Deed Records, Brazos County, Texas. The sale of this Property does not include any minerals.

Zoning: The property is zoned R-1.

Utilities: Water, sewer, gas, and electricity are connected.

**NOTICE AND DISCLAIMER REGARDING PLANS**

**The City does not guarantee the actual square footage of the structure. Bidders may rely only upon their own investigation and inspection of the structure and improvements. The plans available for review are for general informational purposes only and the Bidder may not rely on their accuracy. There may be differences or discrepancies between the plans and the house as built.**

The information provided is the best available information available to the City, but is not warranted or guaranteed in whole or in part. The bidder is entirely responsible for verifying the accuracy of this information and the suitability of the Property for any intended use. The bidder is encouraged to inspect the Property carefully, as provided in this Request for Bids and to become familiar with access, taxes, utilities, easements and all other issues which concern the Property.

**CITY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS (EXPRESS OR IMPLIED OR BY OPERATION OF LAW), WITH RESPECT TO THE CONDITION, SUITABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE IMPROVEMENTS OR UTILITIES FOR ANY PARTICULAR PURPOSE.**

**TERMS OF SALE**

The successful bid will be subject to the following terms of sale:

- The terms and conditions of the contract documents including Buyer's bid proposal shall be binding on Buyer and Buyer's successors-in-interest, heirs, and assigns. Bids shall be valid for a period of 120 days from the deadline for submittal.
- The City will convey the Property subject to the retention of any easements or rights of way necessary for utilities or other public improvements. If the easements or rights of way are not specified on or before closing the property will be conveyed subject to blanket utility, drainage, greenway and other public easements as determined by the City in the City's sole discretion. A survey is provided at City's cost and will be the legal description employed in the final contract documents.
- Buyer to pay all closing costs and expenses for the Property, except for a standard Form T-1 Texas Owner Policy of Title Insurance and City's attorney fees.
- The above criteria are incorporated into the contract documents.
- **Following the Bid deadline, but prior to selection by City of the winning offer, City reserves the right to require evidence satisfactory to City of any bidder's financial ability to purchase the Property and to fully perform its obligations under the Contract. A Bidder who fails to promptly supply evidence satisfactory to City may be disqualified at the option and sole discretion of City.**

## **SELECTION PROCESS/LIMITATION**

### **Selection Process**

Bids will be evaluated on the basis of compliance with the criteria listed hereinabove, information supplied in response to the items defined herein, and the highest net monetary bid amount. All respondents will be notified of the selection once the City Council has made its decision.

### **Limitation**

The City of College Station reserves the right to accept or reject any or all bids as a result of this request, or to cancel, in part or in its entirety, this Request for Bids if found to be in the best interest of the City. This Request for Bids does not commit the City to award a contract, pay costs incurred for the preparation of the response documents, or any subsequent costs associated with provision of additional information or presentation, or to procure or contract for services or goods. All submittals become the property of the City of College Station, and will be open to public inspection.

Questions concerning this Request for Bids may be addressed to Brandi Whittenton, Assistant Buyer at (979) 764-3552 or may be submitted in writing and delivered to the City's Purchasing Department at:

City of College Station  
Attn: Brandi Whittenton  
P.O. Box 9960  
1101 Texas Avenue  
College Station, Texas 77842

Sealed bids must be received no later than 2:00 p.m. on Friday, June 24, 2011 by the purchasing department, at which time they will be publicly opened. Bids received after that time will be returned unopened to the sender.

**QUOTATION**

**BID FORM – SALE OF PROPERTY  
BID NO. 11-98**

Sealed bids shall be submitted in strict accordance with the procedures, terms and conditions contained in Bid No. 11-98.

Bidder hereby offers and agrees, if this bid is accepted, to purchase the property identified herein for the firm fixed price entered below.

**Property Description:**

4284 Hollow Stone Drive  
College Station, Texas  
Block (4), Lot (20), Castle Rock Neighborhood Phase (2A)

Bid Amount: \$ \_\_\_\_\_

Number of Addenda is hereby acknowledged \_\_\_\_\_

- Sealed bids shall include: Bid Form, Certification of Bid, and a \$500 certified or cashier's check, made out to the title company of the bidder's choice.

**CERTIFICATION OF BID**

The undersigned represents that no member of the College Station City Council is under contract either directly or indirectly with Bidder, Bidder's agents, contractors or subcontractors. This representation and warranty shall be in effect for the full term of this Agreement.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Furthermore, the undersigned agrees to execute the required real estate contract and deed of trust, the form of which are attached hereto as Exhibits D and E. The undersigned also certifies the bidder's commitment to adhere to the Terms of Sale in this invitation to bid.

Signed By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ E-mail: \_\_\_\_\_  
P.O. Box or Street

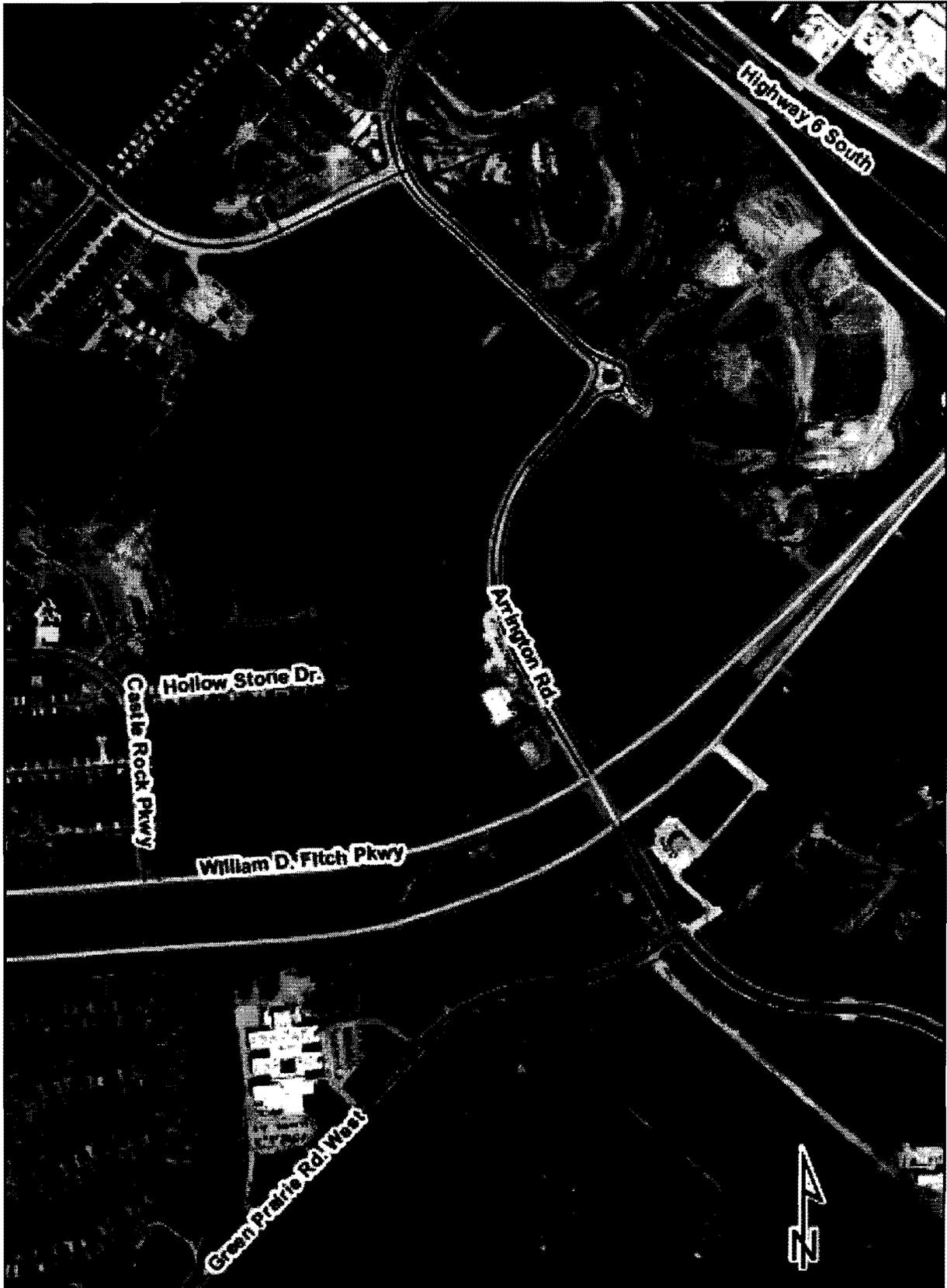
\_\_\_\_\_ Date: \_\_\_\_\_  
City State Zip

**END OF BID #11-98**

**EXHIBIT "A"**

**SITE LOCATION MAP**

Location Map- 4284 Hollow Stone Drive

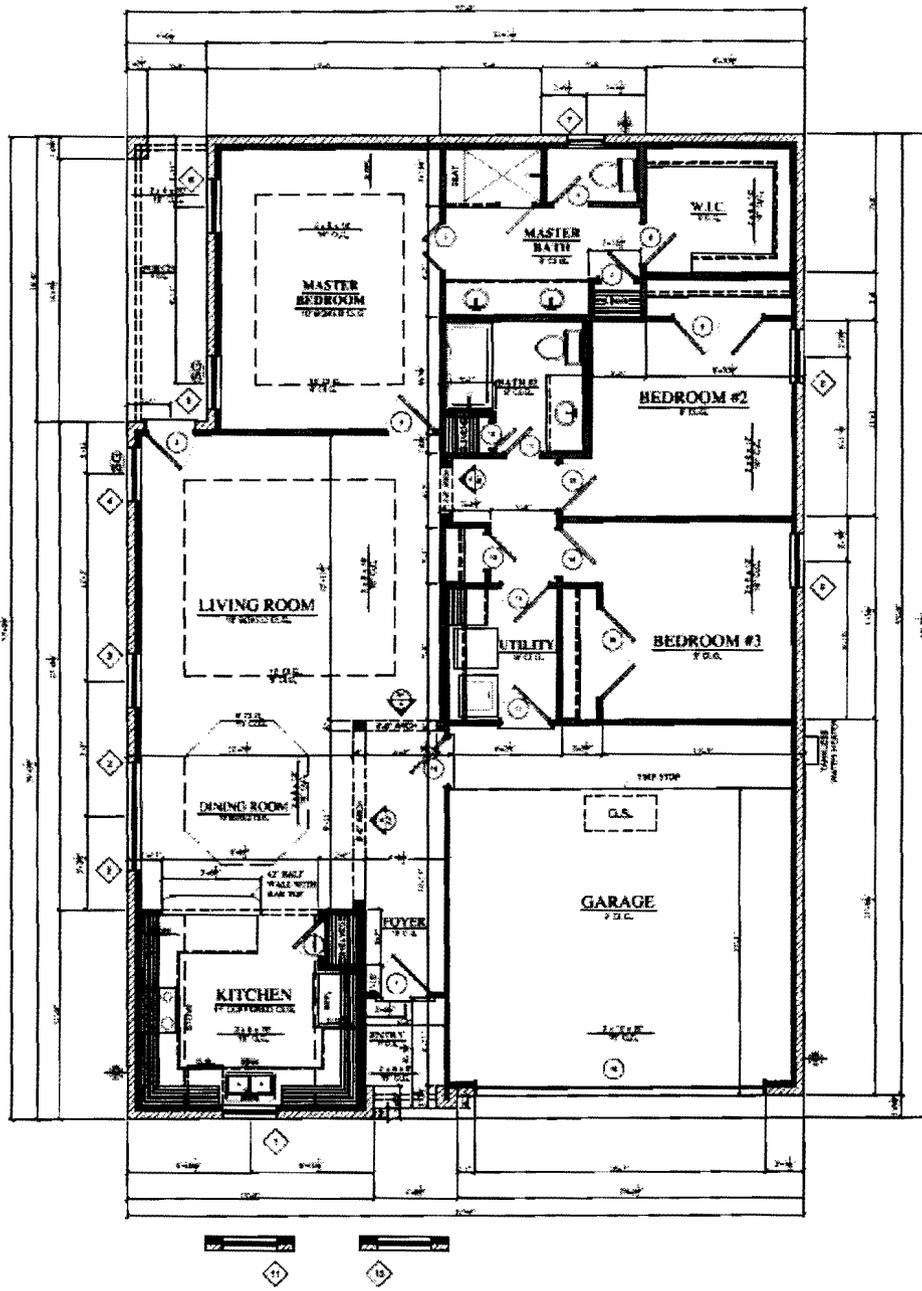


**EXHIBIT "B"**  
**SURVEY**



**EXHIBIT "C"**

**FLOORPLAN**



**1 FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

SHEET: <b>A-3</b> OF: SEVEN DATE: 04-08-09	JTR - FINAL PLANS	04-08-09	COLLEGE STATION COMMUNITY DEVELOPMENT (979) 764-3778		(979)-846-3366 4500 CARTER CREEK SUITE 203 BRYAN, TX 77802 www.raidesigns.com

**EXHIBIT "D"**

**FORM REAL ESTATE SALES CONTRACT**

**EXHIBIT "D"**

**FORM REAL ESTATE CONTRACT**

**REAL ESTATE CONTRACT**

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER"), and \_\_\_\_\_ ("BUYER"), upon the terms and conditions set forth herein.

**ARTICLE I  
PURCHASE AND SALE**

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed with Vendor's Lien, and BUYER agrees to purchase and pay for the tract of land known as \_\_\_\_\_, College Station, Brazos County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of SELLER's representatives to this Real Estate Contract.

1.2 Within ten (10) calendar days of the execution of this Contract, SELLER shall request \_\_\_\_\_ (Title Company of Buyer's choice) to furnish a Commitment for Title Insurance (the "Title Commitment") to insure indefeasible title to the BUYER for Buyer's review together with legible copies of all instruments referred to in the Title Commitment. The SELLER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or

(b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 SELLER shall provide a Survey, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey shall reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract. The description, as prepared by the surveyor, shall be used in the Special Warranty Deed with Vendor's Lien.

1.4 SELLER is a tax-exempt entity.

1.5 The sale of the PROPERTY shall be made by a Special Warranty Deed with Vendor's Lien from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

ARTICLE II  
PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_.00). The purchase price shall be payable as follows: \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_) as a credit for the consideration heretofore paid for the PROPERTY, and the balance payable at closing.

EARNEST MONEY

2.2 BUYER shall deposit \$\_\_\_\_\_ as earnest money with \_\_\_\_\_ (Title Company of Buyer's choice) at College Station, Texas; as escrow agent, upon execution of this Contract by both parties.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(f) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

(b) BUYER will comply with all requirements of BID # \_\_\_\_\_ which is a part of the terms conditions, covenants and restrictions of the sale.

#### ARTICLE V CLOSING

5.1 The closing shall be held at \_\_\_\_\_ (Title Company of Buyer's choice), within fortyfive (45) calendar days from the execution and tender of this Real Estate Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed with Vendor's Lien prepared by SELLER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by \_\_\_\_\_ (Title Company of Buyer's choice), in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Prepare, at its cost, the Special Warranty Deed with Vendor's Lien document.

(e) Pay the SELLER's expenses and attorney fees, if any.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and all closing costs, with the exception of pro-rated taxes, at closing.

- (b) Execute a third party, first lien promissory note and deed of trust in favor of \_\_\_\_\_.
- (d) Pay the escrow fees.
- (e) Pay the title insurance.
- (f) Pay the costs to obtain, deliver and record all documents including but not limited to, the Special Warranty Deed with Vendor's Lien from SELLER to BUYER
- (g) Pay the BUYER's expenses or attorney fees.
- (h) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (i) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

ARTICLE VI  
SPECIAL CONDITIONS

6.1 Both parties agree that the sale of this PROPERTY is subject to BID # \_\_\_\_\_.

**6.2 EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS REAL ESTATE CONTRACT BETWEEN BUYER AND SELLER, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED**

**(EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE**

**CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY BUYER'S ACCEPTANCE OF THIS REAL ESTATE CONTRACT, BUYER REPRESENTS THAT BUYER HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY BUYER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.**

6.3 BID # \_\_\_\_\_ is attached hereto as Exhibit \_\_\_\_\_ and incorporated herein by reference.

ARTICLE VII  
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement; and/or
- (b) Bring suit for damages against SELLER.

ARTICLE VIII  
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX  
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: City of College Station  
Legal Department  
1101 Texas Avenue  
College Station, Texas 77840

BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities

are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SELLER:**

**BUYER:**

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

**APPROVED:**

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

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

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §        ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ .

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

THE STATE OF TEXAS    §  
                                  § ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule  
Municipal Corporation, on behalf of said municipality.

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

**EXHIBIT "E"**  
**FORM SPECIAL WARRANTY DEED**

**EXHIBIT "E"**

**FORM SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

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

**SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

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

**GRANTOR:** CITY OF COLLEGE STATION, TEXAS

**GRANTOR'S MAILING ADDRESS:** P.O. Box 9960  
**(including county)** Brazos County  
College Station, Texas 77840

**GRANTEE:** \_\_\_\_\_

**GRANTEE'S MAILING ADDRESS:** \_\_\_\_\_  
**(including county)** Brazos County  
College Station, Texas 778\_\_

**CONSIDERATION:**

Ten Dollars (\$10.00) and other good and valuable consideration, and one note that is described in this paragraph and referred to as the first-lien note The first-lien note is in the principal amount of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$\_\_\_\_\_), payable to the order of \_\_\_\_\_. That first-lien note is secured by a first and superior vendor's lien and superior title retained in this deed for \_\_\_\_\_ and is also secured by a first and superior deed of trust of even date from Grantee to \_\_\_\_\_.

**PROPERTY (including any improvements):**

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot \_\_\_\_\_ (\_\_\_), Block \_\_\_\_\_ (\_\_\_), \_\_\_\_\_, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of Brazos County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, covenants, oil and gas leases, mineral severances, and other instruments of whatsoever nature of record, if any; zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises; rights of adjoining owners in any driveways, walkways, walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping improvements; taxes for \_\_\_\_\_ from the date of closing which GRANTEE assumes.

**OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Grantor hereby reserves all interest in the oil, gas, and other minerals in and under and that may be produced from the said property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said property for oil, gas and other minerals and removing the same therefrom.

**EXCEPT FOR THE REPRESENTATIONS, IF ANY, CONTAINED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BETWEEN GRANTOR AND GRANTEE,**

**GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to \_\_\_\_\_ without recourse on Grantor. The second vendor's lien and superior title secure payment of the second-lien note, and all liens

securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

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

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BRAZOS    §

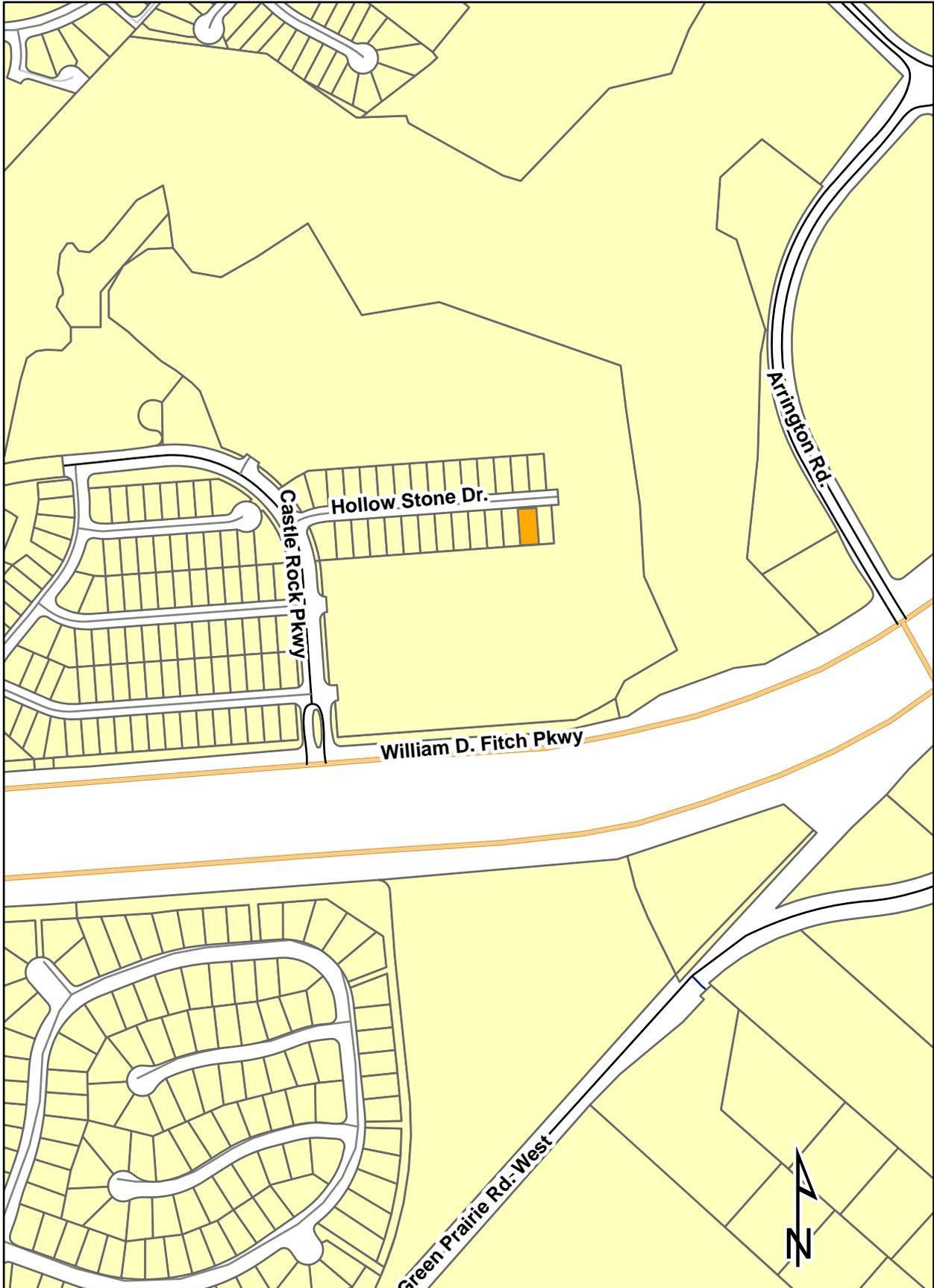
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said corporation.

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

**PREPARED IN THE OFFICE OF:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**Attachment 3: Location Map - 4284 Hollow Stone Drive**



**July 14, 2011**  
**Consent Agenda Item No. 2e**  
**Resolution Authorizing Publication of Notice for Certificates of Obligation**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2011; and providing an effective date.

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

**Recommendation(s):** Council approves the attached resolution directing publication of notice of the intention to issue certificates of obligation.

**Summary:** The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notices to be published of the intent to issue the COs.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget.

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. Certificates of Obligation normally include at least one additional revenue stream besides the debt service portion of the tax rate such as utility revenues. The City's policy for issuing certificates of obligation allows more flexibility in their issue than General Obligation Bonds, which are authorized by the voters, particularly when other revenues are anticipated to assist in debt service.

The City's Financial Advisor recommended that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs). The Utility systems will still cover their associated portion of debt service through utility revenues. The efficiency of combining the debt is as follows:

- **Economies of scale:** The City can save on issuance cost by combining the two issues. The estimate cost savings is \$75,000 to \$100,000 each year that we issue.
- **Better ratings:** COs are rated Aa2/AA while URBs are rated Aa2/A+. Selling only the higher rated COs will result in lower bond interest rates.
- **More marketable bonds:** Combining the two issues will provide substantially larger block sizes in each maturity. Having block sizes in excess of \$1 million per year will likely attract institutional investors to the City's bonds where as before the market was essentially retail oriented investors.
- **Reserve fund requirements:** The URBs require that the City fund a debt service reserve fund unless the bonds are insured by a bond insurer, who at the time of the issuance, is AAA rated. Currently, the only bond insurer that remains AAA

rated by both Moody's and Standards & Poors is Assured Guaranty Municipal Corporation, formerly Financial Security Assurance (FSA).

The Certificates issued will be used to fund utility projects, and pay debt issuance costs. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is \$9,100,000.

At the August 11th meeting, the City Council will consider approval of the Preliminary Official Statements for the Certificates of Obligation and General Obligation Bonds. The bond sale for the Certificates of Obligation and General Obligation Bonds is scheduled for August 25th and will be on that agenda for City Council consideration.

**Budget & Financial Summary:** Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate. The impact on the utility rates will be reviewed as part of the financial forecast and FY12 budget.

**Attachments:**

1. Resolution by the City Council of the City of College Station directing publication of notice of intention to issue Certificates of Obligation.
2. List of Projects

**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS** :  
**COUNTY OF BRAZOS** :  
**CITY OF COLLEGE STATION** :

We, the undersigned officers of said City, hereby certify as follows:

1. The City Council of said City convened in **REGULAR MEETING ON JULY 14, 2011**, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Nancy Berry, : Mayor  
Dave Ruesink, : Mayor Pro Tem  
Blanche Brick, : Councilmember  
Jess Fields, : Councilmember  
Karl Mooney, : Councilmember  
Katy-Marie Lyles, : Councilmember  
Julie M. Schultz, : Councilmember

Sherry Mashburn, : City Secretary

and all of said persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2011; AND PROVIDING AN EFFECTIVE DATE.**

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution; and, after due discussion, said motion prevailed and carried by the following vote:

AYES : \_\_\_\_\_ NOES : \_\_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**SIGNED AND SEALED THE 14TH DAY OF JULY, 2011.**

---

City Secretary

---

Mayor

(SEAL)

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

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2011; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station (the "City") expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "Exhibit A" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City 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 U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause said notice to be published, in substantially the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 30th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in said notice.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in "Exhibit A" hereto.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED this 14th day of July, 2011.

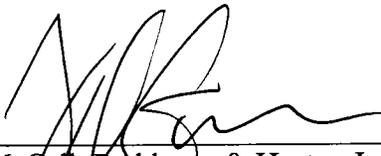
\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

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

(Seal)

APPROVED:

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

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of College Station, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of College Station, Texas Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit: the construction of improvements and extensions to the City's combined waterworks, sewer and electric systems; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of one or more series of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 7 o'clock, p.m., on August 25, 2011. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold on said date for such purposes described above is \$9,100,000.00. The City Council presently proposes to provide for payment of said series (one or more) of Certificates of Obligation from the levy of taxes and from a limited surplus revenue pledge (not to exceed \$1,000) derived from the operation of the City's waterworks, sewer and electric systems.

CITY OF COLLEGE STATION, TEXAS

**Certificates of Obligation**

Electric Projects	\$	4,955,000	20 Yrs
Wastewater Projects	\$	3,975,000	20 Yrs
Utility CO Subtotal		<u>\$ 8,930,000</u>	
Estimated Debt Issuance Costs	\$	105,000	
<b>Certificates of Obligation Total</b>		<u><u>\$ 9,035,000</u></u>	

**July 14, 2011**  
**Consent Agenda Item No. 2f**  
**Financial Advisory Consulting Expenditures**

**To:** David Neeley, City Manager  
**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion to ratify the additional expenditures of \$14,496 paid to First Southwest Company for financial advisory services during the first renewal term.

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

**Summary:** First Southwest Company assists the City in issuing debt, refunding debt, assists in establishing timelines for issuance and refunding of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising the city of best bid, coordinate the expeditious delivery of the bonds, deliver to the city a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

The City Council approved the original contract in June 2009 in an amount not to exceed \$250,000. The contract amount is directly related to the amount of the debt issued or refunded.

The first renewal in June 2010 lowered the "not to exceed" amount of the contract from \$250,000 to \$125,000 in anticipation of less debt issued or refunded. However, \$139,496 was actually spent for financial advisory services during the first renewal thus requiring Council approval to ratify the additional expenses of \$14,496 (11% increase).

Council approved the second renewal on June 23, 2011 for \$125,000. Financial advisory expenses are not expected to exceed this amount in the coming year.

**Budget & Financial Summary:** Funds for this expenditure are budgeted and available in the various capital project funds where debt will be issued this year.

**Attachments:**  
None

**July 14, 2011**  
**Consent Agenda Item No. 2g**  
**Water Supply Agreement with Pebble Creek Country Club**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve a water supply agreement with Pebble Creek Country Club and authorize the City Manager to sign the agreement.

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

**Recommendation:** Staff recommends Council approval.

**Summary:** The Pebble Creek Country Club has a permit from the Texas Commission on Environmental Quality to withdraw water from Carters Creek to irrigate their golf course, issued in 1991. But because of the drought, the TCEQ has ordered PCCC to cease withdrawing water under this permit, since there are "senior" water users downstream, such as Dow Chemical, which cannot risk a water shortage.

For now, PCCC is using potable water from the City, but this is very expensive and we would prefer to not have this demand on our potable water system, so we are seeking ways to get Reclaimed Water to them. Under our recently issued "Bed & Banks" permit, the City has the authority to sell the treated wastewater effluent that we discharge into the creek. Staff met TCEQ in Austin on June 22<sup>nd</sup>, and TCEQ agreed that they can expedite approval of an amendment to our Water Use Permit, to allow PCCC to purchase City effluent from the creek. Instead of the normal 180 day approval time frame, TCEQ will endeavor to get it approved in 5 weeks.

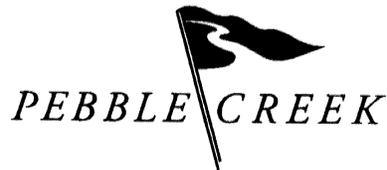
The attached agreement stipulates that PCCC will reimburse the City for our cost to pursue our permit amendment from TCEQ (mostly outside legal fees). Then, if that amendment is granted and we start selling our effluent from the creek to PCCC, we will credit that dollar amount in the first invoice(s) that are sent to PCCC. With this agreement, the City is guaranteed to not lose money in the process of pursuing the permit amendment and subsequent water sale contract.

Staff recommends approval of this agreement, and to authorize the City Manager to sign the agreement since it is within his delegated authority.

**Budget & Financial Summary:** None.

**Attachments:**

Letter from PCCC  
Agreement



June 28, 2011

Mr. David Coleman  
Director of Water Services, City of College Station  
1601 Graham Road, PO Box 9960  
College Station, TX 77842

Dear Dave:

As you are aware, Pebble Creek Country Club ("PCCC") currently holds Permit No. 5329/5329A (the "Permit") that was first issued on or about March 6, 1991 and amended on or about June 20, 1997. The Permit authorizes PCCC to divert and use up to 325 acre-feet per year of state water from a sump at the west end of a channel connected to Carters Creek (the "Diversion Point") for the purpose of irrigating our golf course. The Permit, however, is subject to all senior water rights in the Brazos River Basin. As such, the Texas Commission on Environmental Quality ("TCEQ") sometimes suspends PCCC's water rights under the Permit during periods of drought.

Due to existing drought conditions in the Brazos River Basin and a priority call by a senior water right holder, PCCC's rights under the Permit are currently suspended and we are in dire need of an alternate water source until such time as our rights under the Permit are restored. Since receiving notice of this priority call, PCCC has been purchasing potable water provided by the City of College Station ("City") for irrigation purposes, but it desires to instead use the City's groundwater based return flows for those purposes. This being the situation, PCCC hereby requests that the City apply for authorization from the TCEQ to supply PCCC with up to 325 acre feet per year of groundwater based return flows from the bed and banks of Carters Creek for the purpose of irrigating our golf course. More specifically, PCCC would like to enter into a water supply contract with the City, under the City's existing water use permit no. 5913, whereby PCCC would pay the City for its groundwater based return flows diverted from Carters Creek, until such time as PCCC's water rights under the Permit are restored, and at any point in the future when PCCC's rights under the Permit are suspended again.

PCCC proposes to divert, transport and use the City's groundwater based return flows in exactly the same manner as it diverts state water under the Permit. Under this proposal, PCCC would use the existing Diversion Point, sump, pumping equipment, pipeline, storage ponds, and irrigation system as authorized by the Permit to divert and use the groundwater based return flows provided by the City. The maximum withdrawal rate will be 500 gallons per minute and the annual maximum withdrawal will be 325 acre-feet regardless of whether PCCC diverts state water under its Permit, groundwater based return flows under the City's water use permit, or a combination of those two sources. PCCC agrees that it will not divert state water under authority of its Permit when it is diverting groundwater based return flows under the authority of the City's water use permit and would not object to TCEQ adding this

restriction to the Permit. In addition, PCCC would provide the City with all necessary information regarding the amount of water withdrawn, to allow for billing and upkeep of the reporting required by the TCEQ. If any improvements are required to be made at the Diversion Point to comply with the City's existing water use permit, PCCC would be responsible for those changes. Other details, such as the rate to be paid, will be specified in a formal written contract to be executed in the near future between PCCC and the City.

We greatly appreciate your assistance in this matter, and look forward to finalizing a formal written contract with the City as quickly as possible. Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

  
Davis Young

CC: Mr. Steve Ramos, TCEQ

## **COST REIMBURSEMENT AGREEMENT**

### **BETWEEN**

### **PEBBLE CREEK COUNTRY CLUB AND**

### **CITY OF COLLEGE STATION**

Come now PEBBLE CREEK COUNTRY CLUB, L.L.C. ("PCCC") a Texas limited liability corporation and the CITY OF COLLEGE STATION, TEXAS ("City"), a Texas home rule municipality who herein agree to enter into this Agreement to be effective as of the date of approval by both parties.

WHEREAS, the City has a bed and banks permit with the Texas Commission on Environment Quality ("TCEQ") for treated wastewater that allows the City to use State watercourses to transport and sell its groundwater based return flows ("GBRF") downstream; and

WHEREAS, PCCC has a Water Use permit with the TCEQ that allows PCCC to withdraw water from Carters Creek for golf course irrigation; and

WHEREAS, PCCC on or about May 18, 2011 had its permit suspended due to existing drought conditions in the Brazos River Basin; and

WHEREAS, the City is willing to assist PCCC by allowing PCCC to use City's excess GBRF, pursuant to TCEQ authorization and pursuant to an agreement between the two parties; and

WHEREAS, both parties agree and understand to pursue this possibility it is necessary for the City to incur legal costs and other expenses associated with amending its State Water Use permit regardless of whether the parties are successful; and

WHEREAS, PCCC is desirous of reimbursing the City its costs associated in pursuing the above regardless of success; now therefore

FOR AND IN CONSIDERATION of the covenants and recitals in this Agreement, the parties do hereby agree as follows:

1. That City shall use its best reasonable efforts to allow PCCC to use City's surplus groundwater based return flows from its Water Use permit as substantially described in a letter as set forth in Exhibit "A" attached hereto and made a part hereof.
2. That both parties understand that in order to do this, City must get authorization from the TCEQ and prepare a proposed use or lease agreement with PCCC, incurring costs for the preparation of same. Furthermore, PCCC expressly desires City to incur these costs regardless of the outcome, and regardless whether the status of PCCC's suspended permit or the current drought conditions change.

3. In consideration of the above, PCCC agrees to reimburse City within 30 days from receipt of billing for City's actual outside legal costs and expenses in pursuing the afore-described authorization from TCEQ and preparation of an agreement for PCCC's use of City's groundwater based return flows from its Water Use permit.  
If a contract between PCCC and City is entered into whereby PCCC purchases GBRF from City, then any payments made by PCCC to City for the actual costs and expenses described above will be credited towards any amount owed by PCCC pursuant to such contract authorizing the GBRF purchase.
4. Any notice sent under this Agreement except as may be otherwise expressly required in this Agreement shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following:

To PCCC:

Telephone: 979-690-0992  
Facsimile: 979-690-6826  
Email: davis-y@pebblecreek.org

To the City:

City of College Station  
Attn: Director of Water Services  
Telephone: 979-764-3432  
Facsimile: 979-764-3452  
Email: dcoleman@cstx.gov

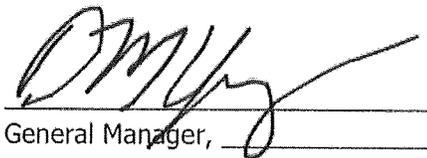
Each party may change its address by written notice to the other party in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or confirmed, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the other party, as the case may be.

5. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
6. This Agreement and the rights and obligations contained herein may not be assigned or sublet by PCCC without the prior written approval of the City.
7. This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

8. No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.
9. This Agreement may only be amended by written instrument approved and executed by both parties.
10. Each party represents that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

PEBBLE CREEK COUNTRY CLUB, L.L.C.

General Manager:

  
\_\_\_\_\_  
General Manager, \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF COLLEGE STATION

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

Date: \_\_\_\_\_

**CITY OF COLLEGE STATION**

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

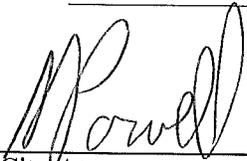
Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED:**

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



\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

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

**July 14, 2011**  
**Consent Agenda Item No. 2h**  
**Sewer Service for Callaway-Jones Funeral Home**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to consider amended version #2 of the Inter-Local Agreement with Texas A&M, to provide sewer service to the Callaway-Jones Funeral Home.

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

**Recommendation:** TAMU has already signed this revised agreement, and staff recommends Council approval.

**Summary:** The Callaway-Jones Funeral Home has an approved plat to construct a facility on Turkey Creek Road, adjacent to the City's new cemetery. The City provides sewer service to this area, the Valley Park center, via Inter-Local Agreement with Texas A&M University. The City operates a sewage lift station that conveys the wastewater to the TAMU sewage treatment plant on White's Creek Road, and TAMU bills the City based on the water meter readings that we supply to them.

This is the most cost effective method to provide City sewer service to this area. The nearest City sewer connection point would be at Luther Street, and the infrastructure cost to run sewer lines to that point are approximately \$7 million. Staff is grateful that TAMU is willing to modify this agreement to accommodate Callaway-Jones, and save that very large capital expense. For these reasons, staff recommends approval of the ILA.

**Budget & Financial Summary:** If approved, the City will bill Callaway-Jones for sewer, based on their water usage, and TAMU will bill the City using that same water usage information.

**Attachments:**

ILA (amendment 2)

**SECOND RESTATED AND AMENDED  
INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF COLLEGE STATION  
AND TEXAS A&M UNIVERSITY FOR THE WHOLESALE TREATMENT OF  
DOMESTIC SANITARY WASTE**

WHEREAS, CHAPTER 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, the City of College Station, a home rule municipality incorporated under the laws of the State of Texas (hereinafter referred to as "CITY") desires to enter into this Second Restated and Amended Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste (this "Agreement") which is a restated second amended agreement to the original Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated November 11, 1998 (the "Original Agreement") as modified by the Amendment No. 1 Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated April 9, 2004 (the "First Amended Agreement"), with Texas A&M University, a land grant University and agency of the State of Texas (hereinafter referred to as "TAMU") for the purpose of authorizing TAMU to treat wastewater on behalf of CITY on a wholesale contract basis under the rates, terms and conditions set forth in this Agreement; and

WHEREAS, CITY is authorized to provide wastewater collection and treatment services for customers within its municipal limits pursuant to Section 13.242 of the TEXAS WATER CODE; and

WHEREAS, any property to be served will be within CITY's certificated service area for retail sewer service; and

WHEREAS, the CITY considers it in its best interests to direct the sanitary wastewater flow from certain properties located within its certificated service area for retail sewer service to TAMU for treatment, and

WHEREAS, TAMU currently has sufficient capacity within its Texas Commission on Environmental Quality Permit ("TCEQ Permit") at its wastewater treatment plant to treat the quantities of domestic sanitary sewer wastewater contemplated in this Agreement, and TAMU currently has, and expects to maintain for the term of this Agreement, sufficient capacity to treat this wastewater, and

WHEREAS, TAMU is willing to accept and treat this sanitary wastewater under the terms and consideration provided herein as long as the hydraulic and constituent characteristics of the wastewater do not cause its TCEQ Permit to be violated; and

WHEREAS, CITY desires to increase the number of connections provided for under the Original Agreement and under the First Amended Agreement;

NOW, THEREFORE, for and in consideration of the promises and agreements

contained herein and the recitations set forth hereinabove, the parties hereby agree to enter into this Agreement pursuant to the above-named act to authorize CITY to increase the number of connections and the amount of wastewater to be discharged under the Original Agreement and the First Amended Agreement and to increase the amount of wholesale domestic sanitary wastewater treatment services on behalf of CITY under the following terms and conditions.

## **1. Description of the Waste Water**

- 1.01 The estimated daily average wastewater flow rate for each designated point of delivery is as follows:
  - 1.01.1 Delivery Point A (Callaway House) 39,000 gallons
  - 1.01.2 Delivery Point B (Pornada Tract) 48,000 gallons
  - 1.01.3 Delivery Point C (Benson Tract – R13542) 300 gallons
- 1.02 The estimated daily peak wastewater flow rate for each designated point of delivery is as follows:
  - 1.02.1 Delivery Point A (Callaway House) 117,000 gallons
  - 1.02.2 Delivery Point B (Pornada Tract) 144,000 gallons
  - 1.01.3 Delivery Point C (Benson Tract – R13542) 600 gallons
- 1.03 The estimated wastewater strength will be typical domestic waste with an average five-day biochemical oxygen demand of less than 200 milligrams per liter and suspended solids of less than 200 milligrams per liter.
- 1.04 The wastewater will comply in every regard with the Industrial Waste Regulations of the CITY, specifically including, but not limited to, prohibited discharges and stormwater and unpolluted discharges,
- 1.05 The CITY will remit to TAMU any surcharge for wastes of abnormal strength as defined in the CITY Industrial Waste Regulations.
- 1.06 Compliance with the wastewater hydraulic and constituent characteristics of this section will normally be established by a twenty-four hour flow composite sample performed by the CITY taken before the end of the third month following initial flow of wastewater to TAMU and annually thereafter. TAMU may, at its own expense, take flow, grab or composite samples of this waste stream at any time.

## **2. Term & Termination**

- 2.01 The Agreement goes into effect as of the last date of authorized signature hereto and will continue in effect for a period of five (5) years. Thereafter this Agreement may be renewed, in writing signed by both parties, for additional five (5) year periods upon the same terms and conditions until this Agreement is terminated according to the provisions of Paragraph 2.02.
- 2.02 Subject to the provisions of Paragraph 2.07, either party may cancel this Agreement by providing written notice to the other party. Such termination

shall not be effective, and TAMU shall continue to provide domestic sanitary wastewater treatment services, until CITY is able to find an alternate method of treating said wastewater, or one (1) year from the date of receipt of notice of termination, whichever occurs first.

- 2.03 In the event the constituent characteristics of the domestic sanitary sewer wastewater as described herein causes a violation of the TAMU TCEQ permit, TAMU may immediately disconnect, or plug, the connection to its sewer system until the condition is cured. Further, under these conditions, the CITY agrees to be liable for regulatory fines to TAMU associated with each such permit violation.
- 2.04 During the term of this Agreement, TAMU agrees to and shall treat the quantities of domestic sanitary sewer wastewater described herein.
- 2.05 If the average daily wastewater flows exceed those estimated herein by more than fifty percent (50%) over a three-month period, either party may initiate termination.
- 2.06 If the TAMU wastewater flows approach the planning for expansion threshold established in the TCEQ permit, either party may initiate termination.
- 2.07 For either of the hydraulic situations described in paragraphs 2.05 or 2.06 above, TAMU and the CITY agree to explore other alternatives to termination such as a CITY offsetting contribution toward costs associated with planning for and providing additional treatment capacity.

### **3. Terms and Conditions of Service**

- 3.01 CITY will deliver to TAMU at each point of delivery designated by TAMU during the term of this Agreement domestic sanitary sewer waste in the amounts and constituent characteristics as described in Section 1 above and facilities contained thereon.
- 3.02 At each point of delivery designated herein, title and responsibility for the domestic sanitary sewer wastewater shall pass from CITY to TAMU.
- 3.03 CITY will design, construct, own and maintain an adequately sized sewer system to connect to each point of delivery. The diagrams attached hereto as Exhibits "A", "B" and "C" depict the layouts for the location of the improvements required for Delivery Points A, B, and C respectively. The parties hereto agree that the sanitary sewer line constructed shall be according to CITY's plans and specifications in compliance with TCEQ requirements.
- 3.04 Prior to connection to the TAMU sewer, the CITY shall show the point of delivery in a scaled drawing and deliver it to TAMU. No construction upon TAMU property will be initiated prior to written authorization from TAMU, which authorization shall not be unreasonably withheld.
- 3.05 The City and TAMU mutually agree to the normal and customary practice

in restoring any service interruption.

3.06 CITY agrees to obtain TAMU concurrence for any construction or maintenance activities with this connection.

3.07 CITY agrees to restore any damaged landscaping, paving, irrigation etc. disturbed as a result of construction or maintenance of this connection.

#### **4. Wholesale Contract Rate**

The rate charged by TAMU and paid by CITY on a monthly basis shall be the rate TAMU charges Auxiliary Enterprises on campus.

#### **5. Metering**

The parties agree that the monthly quantity of domestic sanitary sewer waste for billing purposes will be equal to 100% of the quantity of potable water delivered by CITY to any facility served by this connection, as metered and billed to the facility by CITY. CITY will furnish, install, operate, and maintain at its expense the necessary equipment and devices of standard type required for properly measuring the quantity of potable water furnished to the facilities. TAMU shall have access to such metering equipment at all reasonable times for inspection and examination. If CITY is unable to read any meter at the end of a month, CITY shall estimate the quantity of potable water furnished to the facility in accordance with its standard billing practice. Reconciliation of actual to estimated billing will be made within three (3) months of the estimated billing.

#### **6. Payment**

6.01 CITY shall provide TAMU with metered monthly quantities on or about the 5<sup>th</sup> day of each month. Billing shall be rendered by TAMU on or about the 25<sup>th</sup> day of each month. CITY shall make payment not later than thirty (30) days after the billing date of each month.

6.02 The obligation of the CITY to make payments under this Agreement shall constitute an operating expense of its wastewater system payable solely from the revenues and receipts of such system.

#### **7. Capacity**

TAMU represents that it currently has sufficient capacity at its wastewater treatment plant to accept and treat the domestic sanitary sewer wastewater, of hydraulic and constituent characteristics described herein. Additionally, TAMU represents that accepting the additional estimated flows, of the hydraulic and constituent characteristics described herein, will not violate any current terms of their wastewater permit issued by the TCEQ or the EPA.

#### **8. Hold Harmless**

To the extent permitted by law and subject to the limitations as to damages in the Texas Tort Claims Act, CITY and TAMU agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury

to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement to the extent authorized by the laws and Constitution of the State of Texas.

## **9. Force Majeure**

If for any reason of "force majeure," either CITY or TAMU shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of CITY to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to machinery, pipelines, or other structures, partial or entire failure of wastewater collection and treatment system including pollution (accidental or intentional), and any inability on the part of TAMU to transport or treat wastewater on account of any other cause not reasonably within the control of the party claiming the inability.

## **10. Invalidity**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

## **11. Notices and Payments**

11.01 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual listed in Paragraph 11.02 herein, or if it is delivered or sent certified mail to the address listed in Paragraph 11.02 herein.

11.02 All notices and payments shall be sent and provided to the parties at the addresses and telephone numbers listed below:

CITY OF COLLEGE STATION  
Attention: Director of Water Services Department  
1601 Graham Road  
College Station, Texas 77845

With a copy to: City Manager and City Attorney  
1101 Texas Avenue  
College Station, TX 77840

TEXAS A&M UNIVERSITY  
Attention: Vice President for Administration  
Mail Stop 1247 TAMU  
College Station, Texas 77843-1247

11.03 The parties may change addresses for billing and payment upon thirty (30) days written notice sent certified mail, return receipt requested. Any other notices provided or required in this Agreement, except for change of address for billings and payments, may be provided by written notice or other means as provided in this Agreement.

## **12. Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

## **13. Amendment**

The parties may amend this Agreement upon mutual agreement of the parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, approved by the appropriate authority of each respective entity, and signed by duly authorized representatives of both parties.

## **14. Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

## **15. Place of Performance and Venue**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America and venue shall lie in a court of competent jurisdiction in Brazos County, Texas.

## **16. Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

## **17. Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this

Agreement, any part hereof or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**18. Agreement Read**

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

**19. Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by TAMU or CITY without the prior written approval of the other party.

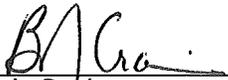
**20. Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

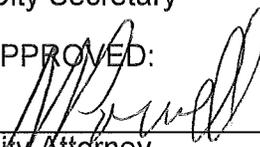
By:   
B. J. Crain  
Vice President for Finance & CFO

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

ATTEST:

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

APPROVED:

  
City Attorney

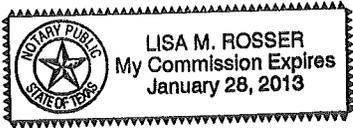
\_\_\_\_\_  
City Manager

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

STATE OF TEXAS            )  
                                      )  
COUNTY OF BRAZOS        )     ACKNOWLEDGMENT

This instrument was acknowledged before me on this day of June 23, 2011, by B.J. Crain in her capacity as Vice President for Finance and CFO of Texas A&M University, an agency of the State of Texas, on its behalf.

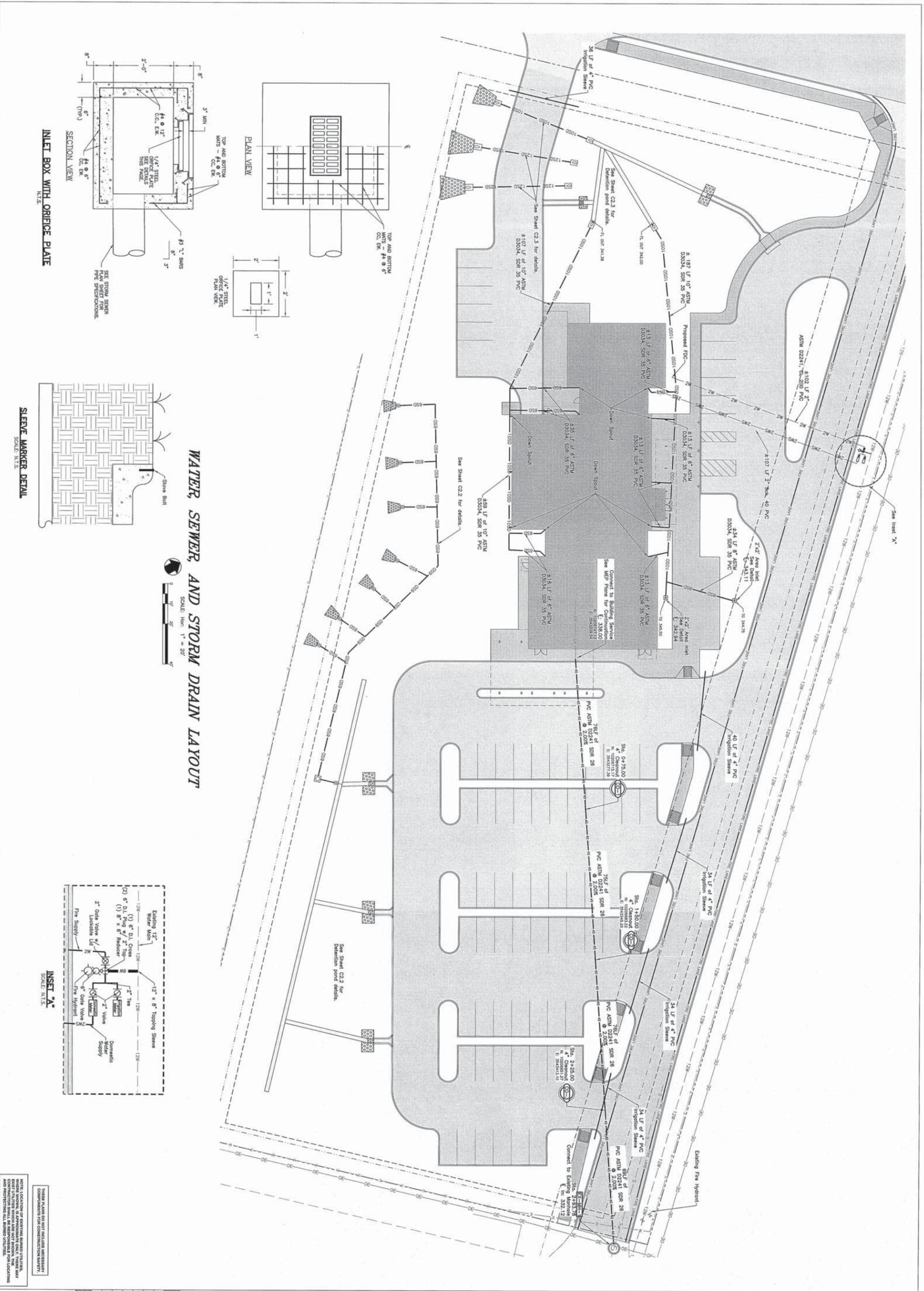
  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas



STATE OF TEXAS            )  
                                      )  
COUNTY OF BRAZOS        )     ACKNOWLEDGMENT

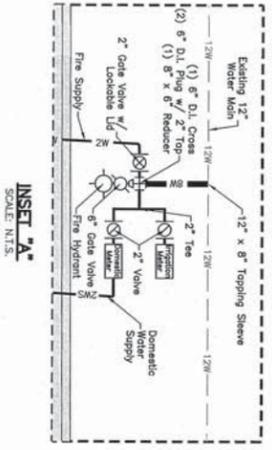
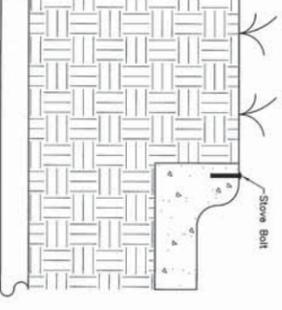
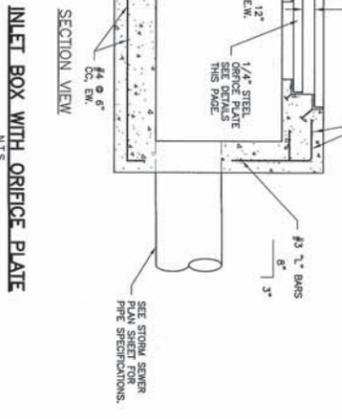
This instrument was acknowledged before me on this day of \_\_\_\_\_ 2011, by Ron Silvia in his capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on its behalf.

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



**WATER, SEWER, AND STORM DRAIN LAYOUT**

SCALE: HOR. 1" = 20'



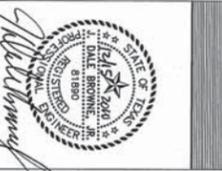
THIS PLAN DOES NOT INCLUDE NECESSARY CONNECTIONS TO EXISTING UTILITIES. THESE SHOWN, IS APPROXIMATE ONLY. THESE MAY VARY SLIGHTLY FROM ACTUAL CONDITIONS. THE LOCATION AND PROTECTING ALL EXISTING UTILITIES.

Project 1008  
December 15, 2010

Number	Date	Revisions

**Utility Plan**  
**Callaway-Jones Funeral Home**  
 F.M. 2818, College Station, Texas

ISSUED FOR BIDDING ONLY



**McCLURE & BROWNE**  
 ENGINEERING  
 SURVEYING, INC.  
 1008 Woodstock Drive  
 Suite 103 Houston, Texas 77045  
 (713) 863-3838

The **Arktex** Studio, Inc.  
 308 N. Bryan Ave.  
 Bryan, TX 77703  
 P. (979) 921-2854  
 F. (979) 775-8224  
 www.arktex.com

**July 14, 2011**  
**Consent Agenda Item No. 2i**  
**Annual Price Agreement for the Purchase of Cement Stabilized Rock**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the award of an annual price agreement to Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock for an amount not to exceed \$248,000.

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

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

**Summary:** Bids were requested for an annual price agreement for Cement Stabilized Base Rock on June 24, 2011. One bid was received from Brazos Paving, Inc. for \$248,000 for material to be picked up by City crews for a unit price of \$31.00 per ton. The maximum amount of material that would be ordered during a one year period is 8,000 tons. The material includes dry Portland cement, so it cannot be stockpiled. It is used when soil conditions require a stabilized base for a pavement repair.

**Budget & Financial Summary:** Funds to purchase cement stabilized rock are budgeted and available in the General Fund within the Operations Budget.

**Attachments:**

1. Bid Tabulation #11-97



**City of College Station - Purchasing Department**  
**Bid Tabulation for No. 11-97**  
**"Annual Cement Stabilized Base Rock"**  
**Open Date: Friday, June 24, 2011 @ 2:00 p.m.**

				Brazos Paving	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL PRICE
1	8000	tons	Cement Stabilized Base Rock	\$31.00	\$248,000.00
<b>GRAND TOTAL</b>					<b>\$248,000.00</b>
<b>Certification from bid package</b>				✓	
<b>Prompt Payment Discount</b>				0%	

**July 14, 2011**  
**Consent Agenda Item No. 2j**  
**Annual Price Agreement for the Purchase of Cement Stabilized Sand**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the award of an annual price agreement to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$137,000.

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

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

**Summary:** The City of Bryan requested bids for a semi-annual or annual price agreement for Cement Stabilized Sand on May 17, 2011. Three bids were received from Texcon, Brazos Paving, Inc. and Knife River. Our Interlocal Purchasing Agreement with the City of Bryan allows the City to utilize contracts that have been competitively solicited. The lowest Total Annual Bid Price was received from Brazos Paving, Inc. for \$16.50 per ton for material to be picked up by City crews and \$21.50 per ton for material to be delivered to the job site by contractor crews. The amount estimated to be picked up by City of College Station crews for regular and emergency maintenance is 7,000 tons at \$16.50 for \$115,500. The amount estimated to be delivered by contractor crews to the job site would be 1,000 tons at \$21.50 for \$21,500. The total amount would not exceed \$137,000.

**Budget & Financial Summary:** Funds to purchase cement stabilized sand are budgeted and available in the General Fund within the Operations Budget.

**Attachments:**

1. Bid Tabulation #11-031 – City of Bryan



CITY OF BRYAN  
The Good Life, Texas Style.

**City of Bryan  
Purchasing Department  
Bid Tabulation #11-031 / Opens 05/17/11 - 2:00 PM  
Semi-Annual or Annual Price Agreement for Cement Stabilized Sand**

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

		TEXCON	BRAZOS PAVING	KNIFE-RIVER
<b># of Copies (1 required)</b>		Y	Y	Y
<b>Prompt Payment Discount:</b>		N	N	N
<b>Felony Conviction Form (Y/N)</b>		Y	Y	Y
<b>References (Y/N)</b>		Y	Y	Y
<b>Certification from bid package (Y/N)</b>		Y	Y	Y
QTY (Tons)	DESCRIPTION	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton
5,000	Cement Stabilized Sand PICKED UP BY CITY TRUCK	\$19.50	\$16.50	\$17.00
250	Cement Stabilized Sand FOB DELIVERED	\$24.50	\$21.50	\$21.00
<b>Total ANNUAL Bid Price</b>		<b>\$103,625.00</b>	<b>\$87,875.00</b>	<b>\$90,250.00</b>
QTY (Tons)	DESCRIPTION	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton
2,500	Cement Stabilized Sand PICKED UP BY CITY TRUCK	\$19.50	\$16.50	\$17.00
125	Cement Stabilized Sand FOB DELIVERED	\$24.50	\$21.50	\$21.00
<b>Total SEMI-ANNUAL Bid Price</b>		<b>\$51,812.50</b>	<b>\$43,937.50</b>	<b>\$45,125.00</b>
<b>Emergency Call Out Cost per Hr.</b>		\$250.00	\$200.00	\$300.00
<b>Distance from MSC</b>		12 MILES	7.2 MILES	7 MILES

**July 14, 2011**  
**Consent Agenda Item No. 2k**  
**Annual Purchase Agreement for Crack Sealant/Detack Material**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the award of an annual price agreement to Crafcot Texas, Inc. for the purchase of Crack Sealant and Detack Material for an amount not to exceed \$112,648.75.

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

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

**Summary:** Bids (Bid 11-93) were requested for an annual price agreement for Crack Sealant and Detack Material on June 21, 2011. One bid was received from Crafcot Texas, Inc. for \$0.55 per pound for Crack Sealant Poly Flex Type III and \$8.15 per gallon for Detack Sealant to be delivered to Public Works. The cost of the Crack Sealant is a 15% increase from last year's cost of \$0.48 per pound.

**Budget & Financial Summary:** Funds to purchase crack sealant and detack material are budgeted and available in the General Fund within the Operations Budget.

**Attachments:**

1. Bid Tabulation #11-93



**City of College Station - Purchasing Department**  
**Bid Tabulation for #11-93**  
**"Annual Crack Sealant De-Tack Sealant"**  
**Open Date: Tuesday, June 21, 2011 @ 2:00 p.m.**

				<b>Crafco Texas, Inc.</b>	
<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT BID AMOUNT</b>	<b>TOTAL BID AMOUNT</b>
1	200000	lb	Crack Sealant Poly Flex Type III	\$0.55	\$110,000.00
2	325	gal	De-tack Sealant	\$8.15	\$2,648.75
<b>GRAND TOTAL</b>					\$112,648.75

**July 14, 2011**  
**Consent Agenda Item No. 2L**  
**College Station Utilities Dispatch Construction Contract**  
**Construction Contract 11-259**  
**Project Number WF1073340**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the award of a Construction Contract (RFP 11-82) with JaCody, Inc. in the amount of \$859,874.00 for the Dispatch Addition at the College Station Utilities Center.

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

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

**Summary:** This project is for the construction of a new dispatch facility to be located adjacent to the existing College Station Utilities (CSU) administration building on Graham Road. The overall plan for the Utilities Service Center included this building, which increases security for the dispatch operation and provides a storm resistant facility. The construction schedule for this new dispatch building has been influenced by the designation of CSU as a Transmission Operator (TOP) by the North American Electric Reliability Corporation (NERC) in 2010. With this designation, CSU is required to meet stringent physical and cyber security requirement for data, equipment, and facilities that control electric transmission lines in the Electric Reliability Council of Texas (ERCOT) system. Since CSU did not meet the requirements of NERC at the time they were mandated to become Transmission Operators, a mitigation plan was filed with NERC showing steps that would allow CSU to become compliant by May of 2012. This new facility will allow CSU to provide the "six wall" security for data, equipment, and facilities that control electric transmission facilities, and will meet the requirements set forth by NERC. The new facility is proposed to be built to standards that are equivalent or greater than that of police and fire stations. This is required since electric and water dispatch areas are integral to the operation of essential services during normal operations, storms, hurricanes, and emergency events. Improvements are needed over and above what the current facility can provide. The new facility, which is approximately 3,000 square feet, meets all the requirements of the Unified Development Ordinance and the Non-Residential Architectural Standards.

Four firms submitted a response to the RFP (No. 11-82). The proposals were ranked according to a published set of selection criteria that included a bid amount, experience and qualifications, references and reputation, current workload and schedule, key project personnel, financial resources and safety record. JaCody was ranked highest by the review committee based on the evaluation of their proposal and selection criteria.

The contract includes the base bid which is one lump sum bid item for the entire building and site work without any bid alternatives. It should be noted that JaCody's original bid amount in the proposal was \$929,396.00. By working with the Architect and JaCody, staff was able to negotiate the proposal to \$859,874.00 by value engineering the building and making recommended changes to certain aspects of the facility while still meeting the needs of College Station Utilities.

**Budget & Financial Summary:** The budget for the construction of this project is \$1,000,000.00, which also includes funds to pay for specialized equipment and wiring within the building. This project and future projects for equipment installation are included in the Electric Capital Improvement Projects Fund.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map
- 3.) Bid Summary

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR COLLEGE STATION UTILITIES DISPATCH ADDITION PROJECT (WF1073340) AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction of the College Station Utilities Dispatch Addition Project; and

WHEREAS, the selection of JaCody, Inc. is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to College Station Utilities Dispatch Addition Project; now, therefore,

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

- PART 1: That the City Council hereby finds that JaCody, Inc. is the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the construction of the College Station Utilities Dispatch Addition Project.
- PART 2: That the City Council hereby approves the contract with JaCody, Inc. for \$859,874.00 for the labor, materials and equipment required for the improvements related to the College Station Utilities Dispatch Addition Project.
- PART 3: That the funding for this Contract shall be as budgeted from the College Station Electric Capital Improvement Project Fund in the amount of \$859,874.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14<sup>th</sup> day of July, A.D. 2011.

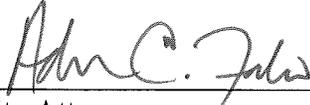
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

# CSU Dispatch Building Project Location Map





RFP No. 11-82  
Tabulation  
Construction of CSU Addition

<b>Bidder</b>	<b>Base Bid for the Construction of the CSU Addition</b>
Bluebay Construction, LLC (Houston, TX)	\$924,772.50
JaCody, Inc. (College Station, TX)	\$929,396.00
Dudley Construction, Ltd. (College Station, TX)	\$1,020,000.00
Bryan Construction Company (Bryan, TX)	\$1,032,000.00

**July 14, 2011**  
**Consent Agenda Item No. 2m**  
**Project Number WF1344704**  
**FM 2818 – Villa Maria Transmission Line Adjustment**  
**Advance Funding Agreement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas for the FM 2818 – Villa Maria Transmission Line Adjustment project in the amount of \$115,700.

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

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

**Summary:** The Texas Department of Transportation (TxDOT) is in the process of bidding the construction of a grade separation at the intersection of FM 2818 and Villa Maria. The City was notified about a conflict with a water transmission line inside the TxDOT right-of-way (ROW) on May 4, 2011. Staff met with TxDOT and has determined that the proposed project will result in the construction of an embankment directly over the existing 30-inch City of College Station transmission water line.

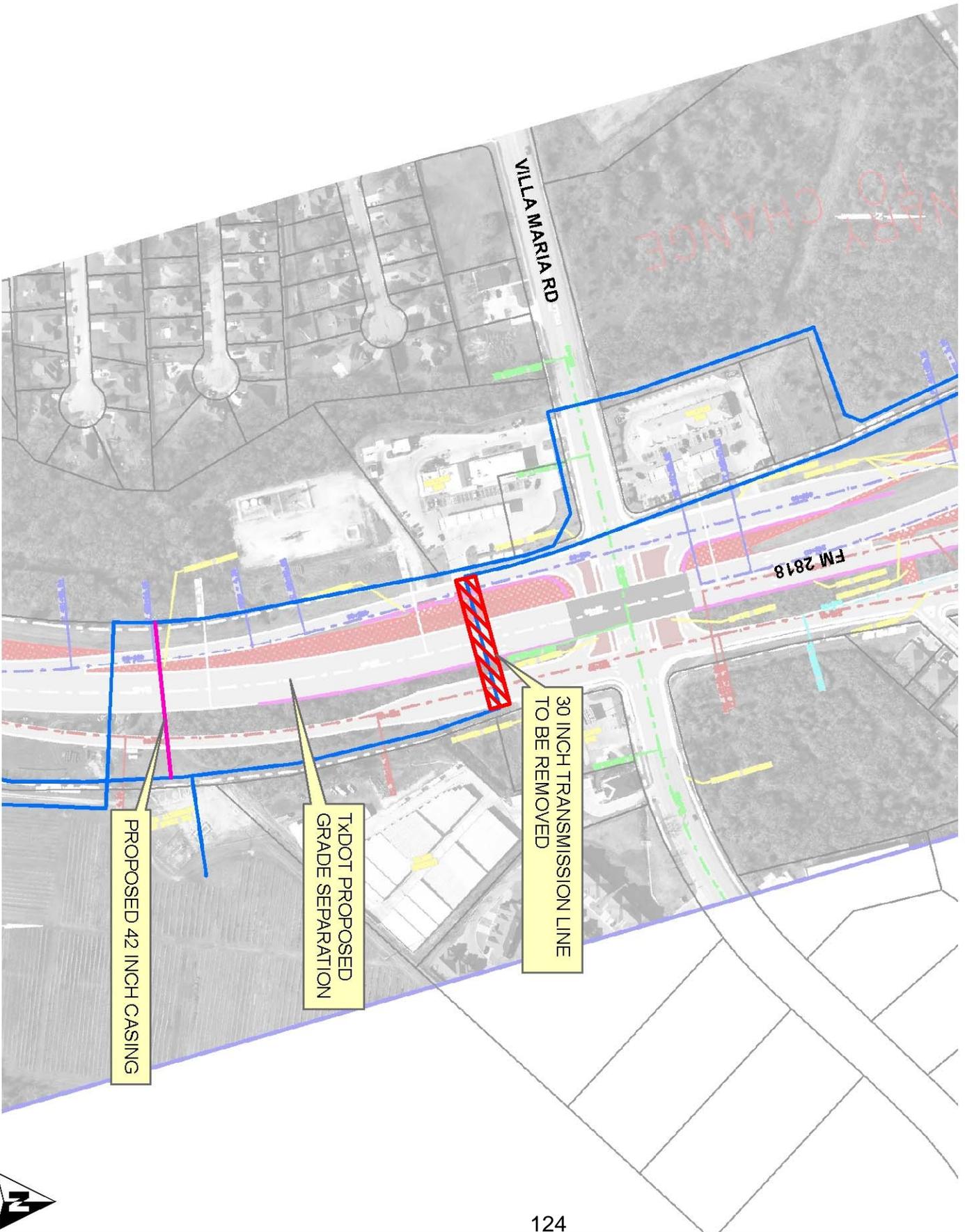
To minimize the cost of the water line relocation, the City and TxDOT are partnering to install steel casing for a future crossing. The proposed casing will be located to the south of the existing water line outside of the limits of fill material needed to construct the embankment and will provide more efficient access to the water line for future maintenance. The City has a consultant under contract to prepare construction drawings and a specification for the proposed casing. The relocation of the existing 30-inch water line to the proposed crossing will be brought forward as a future Capital Project.

**Budget & Financial Summary:** The current project budget for the FM 2818 – Villa Maria Transmission Line Adjustment, in the amount of \$251,429, is for design and construction. \$49,733 has been expended or committed to date, leaving a balance of \$201,696 for this AFA and for other costs related to the line relocation.

**Attachments:**

1. AFA
2. Location Map

# FM 2818 - VILLA MARIA TRANSMISSION LINE ADJUSTMENT



STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

**WITNESSETH**

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

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

**WHEREAS**, Commission Minute Order Number 111709 authorizes the State to undertake and complete a highway improvement generally described as safety improvement work consisting of the construction of a new highway grade separation at the intersection of FM 2818 (Harvey Mitchell Parkway) and FM 1179 (Villa Maria Drive); and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as utility work consisting of the removal of abandoned City of College Station water line and the installation of a new casing for a future water line to be installed by the Local Government, called the "Project"; and,

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

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

**AGREEMENT**

**1. Time Period Covered**

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

**2. Project Funding and Work Responsibilities**

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

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

- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

### **3. Right of Access**

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

### **4. Adjustments Outside the Project Site**

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

### **5. Responsibilities of the Parties**

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

### **6. Document and Information Exchange**

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

## **7. Interest**

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

## **8. Inspection and Conduct of Work**

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

## **9. Increased Costs**

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

## **10. Maintenance**

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

## **11. Termination**

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
  2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or

3. By the State if it determines that the performance of the Project is not in the best interest of the State.

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

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

## 12. Notices

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

<b>Local Government:</b>	<b>State:</b>
City Manager City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

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

## 13. Sole Agreement

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

## 14. Successors and Assigns

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

## 15. Amendments

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

## 16. State Auditor

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

**17. Insurance**

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

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Nancy Berry  
Typed or Printed Name

Mayor, City of College Station  
Title

\_\_\_\_\_  
Date

ATTEST:

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

Date: \_\_\_\_\_

APPROVED:

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

Date: \_\_\_\_\_

Carla A Robinson  
City Attorney

Date: 07/08/11

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

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

\_\_\_\_\_  
Regional Director

\_\_\_\_\_  
Date

## ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government has requested the work items shown below be added to this highway improvement project. The Local Government's participation is 100% of the cost of these particular items of work, including preliminary engineering, construction items and construction engineering and contingencies. The State and the Local Government have estimated the cost of these items of work as follows:

Description	Estimated Cost			Local Participation
Item of Work	Unit	Estimated Quantity	Unit Price	Estimated Cost
Trench Excavation Protection (for removal of existing pipe and casing and placement of new casing)	LF	660	\$5	\$ 3,300
Remove Existing Pipe and Casing	LF	330	\$20	\$ 6,600
Install 42-inch Steel Casing	LF	330	\$250	\$82,500
Welded Steel End Caps	EA	2	\$500	\$1,000
Mobilization (estimated at 10% of the cost of the construction items)	LS	1	\$9,000	\$9,000
<b>Subtotal</b>				<b>\$ 102,400</b>
Direct State Costs for Preliminary Engineering *		\$2,000		\$ 2,000
Direct State Costs for Construction Engineering and Contingencies **		\$ 11,300		\$ 11,300
Indirect State Costs (no local participation required except for service projects)		N/A		N/A
<b>TOTAL</b>		<b>\$ 115,700</b>		<b>\$ 115,700</b>

\* Estimated at 2 percent of the estimated construction cost.

\*\* Estimated at 11 percent of the estimated construction cost.

Initial payment by the Local Government to the State: \$115,700

Payment by the Local Government to the State before construction: \$115,700

Estimated total payment by the Local Government to the State: \$115,700

It is further understood that the State will include only those items of work listed above as requested by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

CSJ: 2399-01-060  
District: 17 (Bryan)  
Code Chart 64: 09050 (City of College Station)  
Project: STP 1102(237)SB

## **Maintenance**

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

**July 14, 2011**  
**Consent Agenda Item No. 2n**  
**Lick Creek Park Nature Center Master Plan**  
**Professional Services Contract Award**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion concerning a resolution awarding a professional services contract (Contract No.11-298) with Ray + Hollington Architects, Inc. in the amount not to exceed \$64,400 for master planning and programming services for the development of the Lick Creek Park Nature Center.

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

**Recommendation(s):** Staff recommends award of the professional services contract to Ray + Hollington Architects, Inc. in the amount of \$64,400 for the development of the master plan for the Nature Center.

**Summary:** The Lick Creek Nature Center was one of the projects included in the 2008 Bond Authorization approved by the citizens of College Station on November 4, 2008. On June 17, 2010 at the Council Retreat, the City Council recommended that Staff begin development of a master plan for the Lick Creek Nature Center in fiscal year 2011. A Request for Qualifications was sent out and 13 firms responded to the solicitation. Ray + Hollington Architects, Inc. was selected as the highest qualified firm to provide master planning phase services for the Lick Creek Park Nature Center.

The master planning phase will allow city staff, with the guidance of the Council appointed advisory group, to determine strategic placement of the facility, major amenities and features, basic infrastructure needs, construction phasing and develop a planning level construction cost estimate. The master plan will also provide a basis for the development of the operation and maintenance cost of the facility.

**Budget & Financial Summary:** The total project budget for the Lick Creek Park Nature Center project is \$2,495,000. One-hundred thousand dollars (\$100,000) was appropriated as part of the FY11 Approved Budget for the master planning phase of the project and related expenditures.

**Attachments:**

1. Resolution
2. Project Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE LICK CREEK PARK NATURE CENTER PROJECT.**

**WHEREAS**, the City of College Station, Texas, solicited proposals for the master planning and programming services; and

**WHEREAS**, the selection of Ray + Hollington Architects, Inc. is being recommended as the most highly qualified provider of the master planning and programming services; now, therefore,

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

**PART 1:** That the City Council hereby finds that Ray + Hollington Architects, Inc. is the most highly qualified provider of the services for the Lick Creek Park Nature Center Project on the basis of demonstrated competence and qualifications.

**PART 2:** That the City Council hereby approves the contract with Ray + Hollington Architects, Inc. for an amount not to exceed \$64,400 for the master planning and programming services related to the Lick Creek Park Nature Center Project.

**PART 3:** That the funding for this Contract shall be as budgeted from the Parks CIP Fund in the amount of \$64,400.

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

**ADOPTED this 14<sup>th</sup> day of July, 2011.**

**ATTEST:**

**APPROVED:**

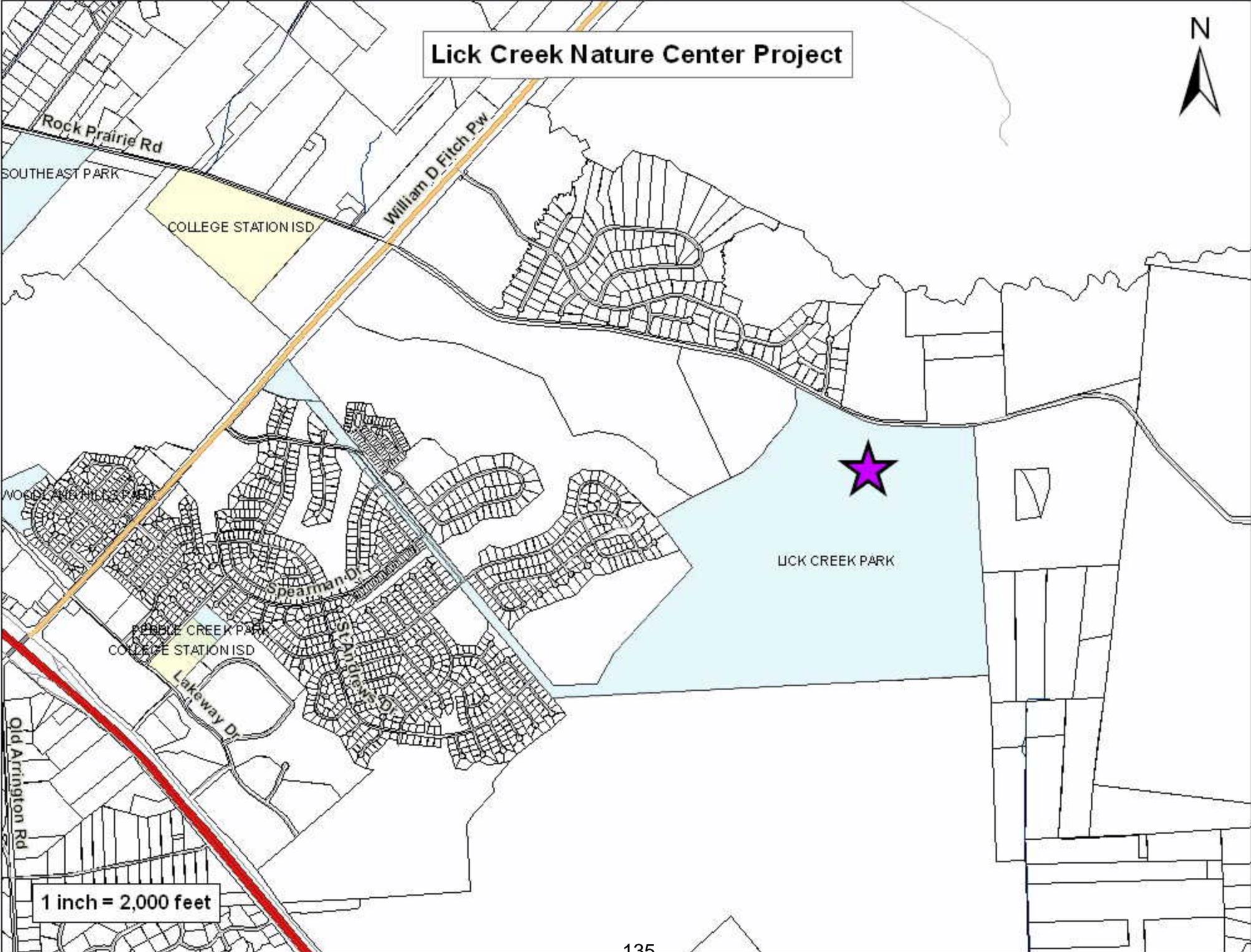
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

**APPROVED:**

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

# Lick Creek Nature Center Project



**July 14, 2011**  
**Consent Agenda Item No. 2o**  
**Patricia Street Waterline**  
**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 a construction contract for the Patricia Street Waterline to D&S Contracting, Inc. in the amount of \$111,009.35.

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

**Recommendation(s):** Staff recommends award to D&S Contracting, Inc. in the amount of \$111,009.35.

**Summary:** On February 11, 2010, Council approved a Joint Project Contract with Mr. Amir Rostami to improve the potable water distribution system along Patricia Street and a section of First Street. A 2-inch water currently extends along Patricia Street from Boyett Street to First Street and along First Street from Patricia Street to Church Avenue. The 2-inch line needs to be upsized to provide adequate fire flows required to allow for the redevelopment of an existing facility. The agreement requires Mr. Rostami to be responsible for the engineering services for the design of the waterline and to provide bid documents and post-award design services, and the City of College Station to be responsible for construction of the waterline.

The design is complete, and the project was bid on June 8, 2011. Four (4) competitive bids were received, and D&S Contracting, Inc. was the low bidder at \$86,738.60. The project also includes one (1) alternate for installation of electrical conduit in order to allow overhead infrastructure to be moved underground in the area of Northgate. The alternate amount was \$24,270.75, and the total bid was \$111,009.35.

**Budget & Financial Summary:** Funds in the amount of \$150,000 are budgeted in the Water Capital Improvement Projects Fund for the construction of the water line. Funds are also budgeted and available in the Electric Capital Improvement Projects Budget for the electrical component of the project.

**Attachments:**

1. Resolution
2. Project Map
3. Bid Tabulation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE PATRICIA STREET WATERLINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Patricia Street Waterline Aquarium Bar Project; and

WHEREAS, the selection of D&S Contracting, Inc. is being recommended as the lowest responsible bidder for the construction services related to the Patricia Street Waterline Aquarium Bar Project; now, therefore,

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

PART 1: That the City Council hereby finds that D&S Contracting, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with D&S Contracting, Inc. for \$111,009.35 for the labor, materials and equipment required for the improvements related the Patricia Street Waterline Aquarium Bar Project.

PART 3: That the funding for this Contract shall be as budgeted from the Utility Revenue Fund, Water Division, in the amount of \$86,738.60, and the Utility Revenue Fund, Electrical Division, in the amount of \$24,270.75.

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

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

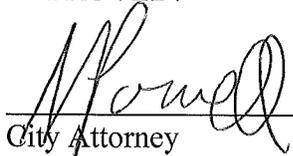
ATTEST:

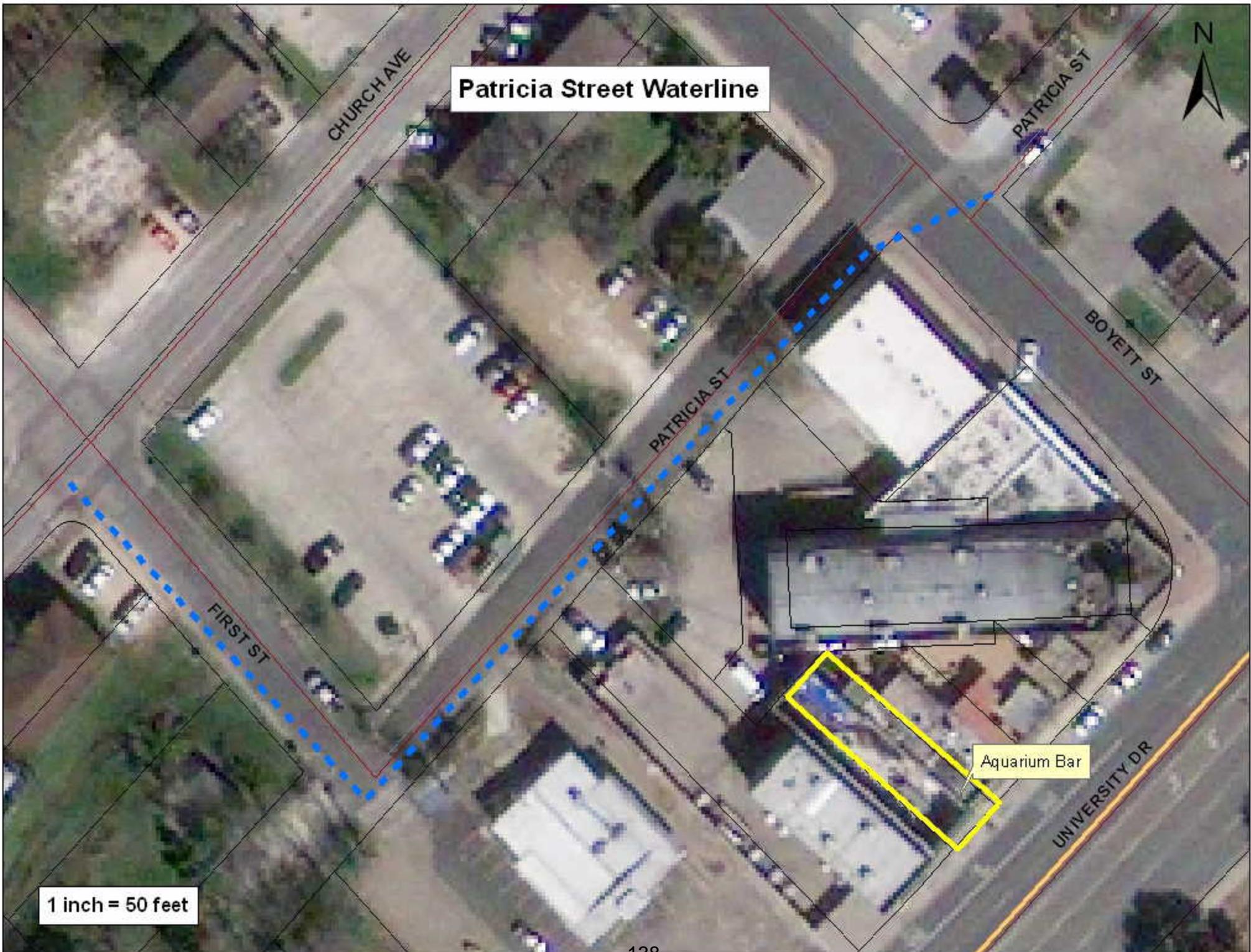
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



**Patricia Street Waterline**

Aquarium Bar

1 inch = 50 feet

City of College Station - Purchasing Division  
 Bid Tabulation for #11-70  
 "Patricia Street Water Main Project"  
 Open Date: Wednesday, June 8, 2011 @ 2:00 p.m.

Item No.	Quantity	Units	Description and Unit Price in Words	D&S Contracting Inc.		Kieschnick General Contractors		Dudley Construction, Ltd		Brazos Valley Utilities, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>Base Bid</b>											
1.01	191	LF	8" dia. C900-07 AWWA CL200 PVC Pipe STRUCTURAL (installation, backfill, testing, & cleanup)	\$37.50	\$7,162.50	\$50.00	\$9,550.00	\$56.14	\$10,722.74	\$52.00	\$9,932.00
1.02	1	EA	12" x 8" Cut-In" M.J. Tee	\$1,525.00	\$1,525.00	\$2,000.00	\$2,000.00	\$3,610.75	\$3,610.75	\$2,000.00	\$2,000.00
1.03	2	EA	8" dia. Resilient M.J. Gate Valve	\$1,212.00	\$2,424.00	\$1,100.00	\$2,200.00	\$1,329.33	\$2,658.66	\$1,600.00	\$3,200.00
1.04	2	EA	8" dia. 22.5° M.J. Bend	\$594.00	\$1,188.00	\$400.00	\$800.00	\$460.59	\$921.18	\$650.00	\$1,300.00
1.05	1	EA	8" x 6" M.J. Tee	\$490.00	\$490.00	\$400.00	\$400.00	\$568.39	\$568.39	\$700.00	\$700.00
1.06	1	EA	6" dia. Resilient M.J. Gate Valve	\$845.00	\$845.00	\$850.00	\$850.00	\$948.86	\$948.86	\$1,300.00	\$1,300.00
1.07	1	EA	Fire Hydrant Assembly	\$2,678.00	\$2,678.00	\$3,800.00	\$3,800.00	\$2,701.71	\$2,701.71	\$2,800.00	\$2,800.00
1.08	12	LF	16" dia. 3/8" Steel Casing (spacers & caps)	\$91.85	\$1,102.20	\$100.00	\$1,200.00	\$142.89	\$1,714.68	\$125.00	\$1,500.00
1.09	2	EA	8" dia. 11.25° M.J. Bends	\$586.00	\$1,172.00	\$400.00	\$800.00	\$479.61	\$959.22	\$650.00	\$1,300.00
1.10	2	EA	8" dia. 45° M.J. Bend	\$586.00	\$1,172.00	\$400.00	\$800.00	\$479.61	\$959.22	\$650.00	\$1,300.00
1.11	1	LS	2" dia. Water Line Disconnect	\$518.00	\$518.00	\$750.00	\$750.00	\$1,233.51	\$1,233.51	\$200.00	\$200.00
1.12	1	EA	2" dia. Valve Removal & D.I. Cap @ 12" x 2" Cross (includes installation, testing & clean-up)	\$793.00	\$793.00	\$1,500.00	\$1,500.00	\$982.18	\$982.18	\$200.00	\$200.00
1.13	170	LF	2" dia. Water Line Removal & Disposal	\$1.25	\$212.50	\$10.00	\$1,700.00	\$0.00	\$0.00	\$5.00	\$850.00
1.14	122	SF	6" thk Concrete Removal & Repair (full depth)	\$11.00	\$1,342.00	\$10.00	\$1,220.00	\$17.84	\$2,176.48	\$21.00	\$2,562.00
1.15	13	SF	Brick Pavers: Removal & Replacement	\$24.40	\$317.20	\$50.00	\$650.00	\$93.27	\$1,212.51	\$50.00	\$650.00
1.16	210	SF	1st Street/Church Avenue 6" Thk. Concrete Pavement Panel Removal & Replacement	\$11.00	\$2,310.00	\$20.00	\$4,200.00	\$17.02	\$3,574.20	\$21.00	\$4,410.00
1.17	6	SY	2" HMAc Type 'D' Pavement Removal & Repair (2" HMAc, 6" Crushed Stone)	\$67.10	\$402.60	\$100.00	\$600.00	\$62.18	\$373.08	\$40.00	\$240.00
1.18	6	LF	Concrete Curb & Gutter Removal, Disposal & Replacement	\$30.50	\$183.00	\$50.00	\$300.00	\$62.18	\$373.08	\$70.00	\$420.00
1.19	15	SY	Gravel Driveway Repair	\$24.40	\$366.00	\$20.00	\$300.00	\$32.94	\$494.10	\$30.00	\$450.00
1.20	1	EA	Mailbox Temporary Relocation & Replacement	\$244.00	\$244.00	\$50.00	\$50.00	\$398.52	\$398.52	\$200.00	\$200.00
1.21	1	EA	Sign Removal & Replacement (TxDOT Spec SMD (Slip-1,2,3))	\$671.00	\$671.00	\$250.00	\$250.00	\$430.22	\$430.22	\$200.00	\$200.00
1.22	3	EA	Water Services Re-Connects	\$765.00	\$2,295.00	\$750.00	\$2,250.00	\$1,282.58	\$3,847.74	\$700.00	\$2,100.00
1.23	204	SF	Grass Sod Replacement (Bermuda)	\$4.90	\$999.60	\$3.00	\$612.00	\$1.24	\$252.96	\$2.00	\$408.00
2.01	388	LF	8" dia. C900-07 AWWA CL200 PVC Pipe STRUCTURAL (includes HMAc saw-cut, installation, back-fill, testing, & cleanup)	\$38.75	\$15,035.00	\$50.00	\$19,400.00	\$65.77	\$25,518.76	\$52.00	\$20,176.00
2.02	4	EA	8" dia. Resilient M.J. Gate Valve	\$1,212.00	\$4,848.00	\$1,100.00	\$4,400.00	\$1,329.33	\$5,317.32	\$1,600.00	\$6,400.00
2.03	2	EA	8" x 6" M.J. Tee	\$430.00	\$860.00	\$400.00	\$800.00	\$568.39	\$1,136.78	\$700.00	\$1,400.00
2.04	1	EA	6" dia. M.J. Cap	\$225.00	\$225.00	\$250.00	\$250.00	\$178.89	\$178.89	\$235.00	\$235.00
2.05	1	EA	6" dia. Resilient M.J. Gate Valve	\$898.00	\$898.00	\$850.00	\$850.00	\$948.86	\$948.86	\$1,300.00	\$1,300.00
2.06	1	EA	Fire Hydrant Assembly	\$2,434.00	\$2,434.00	\$3,500.00	\$3,500.00	\$2,701.71	\$2,701.71	\$2,800.00	\$2,800.00
2.07	6	EA	8" dia. 45° M.J. Bend	\$994.00	\$5,964.00	\$400.00	\$2,400.00	\$479.61	\$2,877.66	\$650.00	\$2,600.00
2.08	1	EA	8" x 8" M.J. "Cut-In" Tee	\$1,326.00	\$1,326.00	\$750.00	\$750.00	\$3,816.26	\$3,816.26	\$1,800.00	\$1,800.00
2.09	1	LS	2" Water line disconnect @ both ends, filled w/flowable grout (±61 gallons, includes testing & installation)	\$732.00	\$732.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
2.10	1	EA	2" Valve Removal & D.I. Cap @ Main (includes installation, testing & clean-up)	\$488.00	\$488.00	\$700.00	\$700.00	\$982.18	\$982.18	\$200.00	\$200.00
2.11	6	EA	Water Services Re-Connect	\$771.00	\$4,626.00	\$800.00	\$4,800.00	\$1,477.91	\$8,867.46	\$700.00	\$4,200.00
2.12	86	SY	2" HMAc Type 'D' Pavement Removal & Repair (2" HMAc, 6" Crushed Stone)	\$62.20	\$5,349.20	\$50.00	\$4,300.00	\$62.18	\$5,347.48	\$40.00	\$3,440.00

City of College Station - Purchasing Division  
 Bid Tabulation for #11-70  
 "Patricia Street Water Main Project"  
 Open Date: Wednesday, June 8, 2011 @ 2:00 p.m.

2.13	25	LF	Concrete Curb & Gutter Removal, Disposal & Replacement	\$19.50	\$487.50	\$25.00	\$625.00	\$62.18	\$1,554.50	\$70.00	\$1,750.00
2.14	205	SF	6" thk. Concrete Apron Removal, Disposal, & Replacement	\$8.55	\$1,752.75	\$20.00	\$4,100.00	\$17.10	\$3,505.50	\$21.00	\$4,305.00
2.15	20	LF	Removal of 6" dia. Clay Vitrified Sanitary Sewer Pipe	\$12.20	\$244.00	\$10.00	\$200.00	\$61.54	\$1,230.80	\$50.00	\$1,000.00
2.16	20	LF	6" dia. SDR 26 ASTM D-2241 PVC Pipe (includes installation, backfill, testing & cleanup)	\$32.95	\$659.00	\$50.00	\$1,000.00	\$68.64	\$1,372.80	\$50.00	\$1,000.00
2.17	2	EA	6" dia. " Fernoco Coupling" (includes installation, testing, & cleanup)	\$62.20	\$124.40	\$50.00	\$100.00	\$183.99	\$367.98	\$40.00	\$80.00
2.18	1	EA	4 Foot Long, 8" dia. D.I. Restrained Joint ' Spool ' Piece	\$131.00	\$131.00	\$500.00	\$500.00	\$570.71	\$570.71	\$500.00	\$500.00
3.01	1	LS	Mobilization/De-Mobilization	\$4,270.00	\$4,270.00	\$5,000.00	\$5,000.00	\$10,861.28	\$10,861.28	\$15,000.00	\$15,000.00
3.02	1	LS	Traffic Control Safety Measures, Implementation & Maintaining for Duration of Project	\$2,440.00	\$2,440.00	\$5,000.00	\$5,000.00	\$3,108.89	\$3,108.89	\$15,000.00	\$15,000.00
3.03	175	CY	Trench Spoil: Street Demolition Refuse and Excess Dirt Removal	\$11.00	\$1,925.00	\$10.00	\$1,750.00	\$4.80	\$840.00	\$32.00	\$5,600.00
3.04	579	LF	Trench Safety	\$1.20	\$694.80	\$3.00	\$1,737.00	\$1.52	\$880.08	\$2,400.00	\$2,400.00
3.05	139	LF	SWPPP - Silt Fence (includes maintaining for duration of project)	\$3.65	\$507.35	\$3.00	\$417.00	\$1.87	\$259.93	\$5.00	\$695.00
3.06	5	EA	SWPPP - Storm Inlet Box Protection (includes maintaining for duration of project)	\$61.00	\$305.00	\$100.00	\$500.00	\$62.18	\$310.90	\$200.00	\$1,000.00
<b>TOTAL BASE BID</b>				<b>\$86,738.60</b>		<b>\$102,861.00</b>		<b>\$123,670.72</b>		<b>\$132,603.00</b>	
<b>ADD ALTERNATE #1</b>											\$0.00
4.01	246	LF	2" dia. Sch. 40 Electrical Conduit (includes installation, back-fill, and warning tape)	\$3.90	\$959.40	\$8.00	\$1,968.00	\$9.95	\$2,447.70	\$11.50	\$2,829.00
4.02	1,324	LF	4" dia. Sch. 40 Electrical Conduit (includes installation, back-fill, and warning tape)	\$6.10	\$8,076.40	\$12.00	\$15,888.00	\$11.19	\$14,815.56	\$12.75	\$16,881.00
4.03	510	LF	6" dia. Sch. 40 Electrical Conduit (includes installation, back-fill, and warning tape)	\$11.20	\$5,712.00	\$20.00	\$10,200.00	\$12.44	\$6,344.40	\$15.00	\$7,650.00
4.04	98	LF	1st Street: Additional 2' Wide Trench Depth Excavation (6' -10')	\$11.00	\$1,078.00	\$6.00	\$588.00	\$18.65	\$1,827.70	\$23.00	\$2,254.00
4.05	42	CY	1st Street: 2' Wide Open-Cut to Electrical Manhole (Avg. 8' Depth)	\$13.40	\$562.80	\$10.00	\$420.00	\$18.65	\$783.30	\$23.00	\$966.00
4.06	44	CY	1st Street: Additional Select Fill (Bacfill) (6' - 10')	\$15.85	\$697.40	\$60.00	\$2,640.00	\$182.80	\$8,043.20	\$200.00	\$8,800.00
4.07	2	EA	1st Street: Electrical Manhole Tie-In (Core Boring)	\$610.00	\$1,220.00	\$1,100.00	\$2,200.00	\$1,243.56	\$2,487.12	\$1,500.00	\$3,000.00
4.08	11	SY	1st Street 2" HMAc Pavement Repair (2" HMAc, 6" Crushed Stone)	\$48.80	\$536.80	\$100.00	\$1,100.00	\$175.23	\$1,927.53	\$40.00	\$440.00
4.09	173	LF	Patricia Street: Additional 2' Wide Trench Depth Excavation (6' - 10')	\$13.45	\$2,326.85	\$6.00	\$1,038.00	\$18.65	\$3,226.45	\$23.00	\$3,979.00
4.10	25	CY	Patricia St. 2' Wide Electrical Crossing 'Open Cut' (10' depth)	\$25.60	\$640.00	\$10.00	\$250.00	\$18.65	\$466.25	\$23.00	\$575.00
4.11	86	CY	Patricia Street: Additional Select Fill (Bacfill) (6' - 10')	\$15.85	\$1,363.10	\$60.00	\$5,160.00	\$182.80	\$15,720.80	\$200.00	\$17,200.00
4.12	5	SY	Patricia St.:2" HMAc Pavement Repair (2" HMAc, 6" Crushed Stone)	\$48.80	\$244.00	\$200.00	\$1,000.00	\$161.66	\$808.30	\$40.00	\$200.00
4.13	1	EA	6' x 6' Electrical Transformer Concrete Pad (6" thk. rebar, poured in place)	\$854.00	\$854.00	\$3,000.00	\$3,000.00	\$3,108.89	\$3,108.89	\$4,000.00	\$4,000.00
<b>TOTAL ADD ALTERNATE #1</b>				<b>\$24,270.75</b>		<b>\$45,452.00</b>		<b>\$62,007.20</b>		<b>\$68,774.00</b>	
<b>TOTAL BASE BID + ALTERNATE 1</b>				<b>\$111,009.35</b>		<b>\$148,313.00</b>		<b>\$185,677.92</b>		<b>\$201,377.00</b>	
<b>Certification of Bid</b>				✓		✓		✓		✓	
<b>Acknowledged Addendums</b>				✓		✓		✓		✓	
<b>Bid Bond</b>				✓		✓		✓		✓	

**July 14, 2011**  
**Regular Agenda Item No. 1**  
**Parks and Recreation Master Plan**

**To:** David Neeley, City Manager

**From:** David Schmitz, Director of Parks and Recreation

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the College Station Comprehensive Plan by adopting the Parks and Recreation Master Plan.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, Improving Multi-Modal Transportation, and Green Sustainable City.

**Recommendation(s):** The Parks and Recreation Advisory Board held a public hearing for this item at their June 14<sup>th</sup> meeting and unanimously recommended approval (7-0). The Planning and Zoning Commission held a public hearing for this item at their June 16<sup>th</sup> meeting and also unanimously recommended approval of the plan (4-0). Therefore, staff is recommending approval and adoption of an ordinance amending the College Station Comprehensive Plan by adopting the Parks and Recreation Master Plan.

**Background & Summary:** The Parks and Recreation Master Plan, previously called the Recreation, Parks and Open Space Master Plan, planning process has been underway for over a year and the update is now complete. As a component of the College Station Comprehensive Plan, it is rooted in the Community Vision established by the residents of College Station. It serves to identify the City's parks and recreation needs for the next ten years through goals, strategies, and actions on how to best address those needs. The current plan was last revised in 2003. A Joint Committee comprised of two Planning and Zoning Commissioners and five Parks and Recreation Advisory Board members and a staff resource team met over the past year to help update the plan.

Staff provided a copy of the proposed plan to Council on June 23<sup>rd</sup> for their review. The draft Plan is also available on the City's website on the Parks and Recreation Department's homepage.

**Budget & Financial Summary:** Capital and operations and maintenance costs are noted in the Plan.

**Attachments:**

1. Ordinance

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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY REPEALING THE RECREATION, PARK, AND OPEN SPACE MASTER PLAN DATED JUNE 2003 RESOLUTION NO. 6-12-2003-9.5 AND ADOPTING THE PARKS AND RECREATION MASTER PLAN; PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

**PART 1:** That the College Station Comprehensive Plan is hereby amended by repealing the Recreation, Park and Open Space Master Plan dated June 2003 with Resolution No. 6-12-2003-9.5 and by adding a new section B.12, the Parks and Recreation Master Plan, as duly adopted herein and as incorporated into such Comprehensive Plan by reference thereto as is recited in full and as set forth in **Exhibit "A"** attached hereto and made a part hereof.

**PART 2:** That the City Council of the City of College Station hereby adopts the Parks and Recreation Master Plan as set out in **Exhibit "B"** attached hereto and made a part hereof.

**PART 3:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

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

**PASSED, ADOPTED and APPROVED this 14th day of July, 2011.**

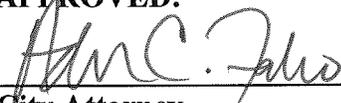
**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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

**EXHIBIT "A"****A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities; and
9. Growth Management and Capacity.

**B. Master Plans**

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
6. Park Land Dedication Community Park Zones map dated April 2009;
7. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
8. Central College Station Neighborhood Plan dated June 2010;
9. Water System Master Plan dated August 2010;
10. Wastewater Master Plan dated June 2011;
11. Eastgate Neighborhood Plan dated June 2011; and
12. Parks and Recreation Master Plan dated July 2011.

**C. Miscellaneous Amendments**

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

1. Future Land Use and Character Map Amendment:
  - a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.

**D. General**

1. **Conflict.** All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
3. **General nature of Future Land Use and Character.** The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
4. **General nature of College Station Comprehensive Plan.** The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

**EXHIBIT "B"**  
**PARKS AND RECREATION MASTER PLAN**

**July 14, 2011**  
**Regular Agenda Item No. 2**  
**Rezoning for 3514, 3520 & 3526 Longmire Drive**

**To:** David Neeley, City Manager

**From:** Bob Cowell, AICP, CNU-A, 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 6.283 acres located at 3514, 3520 & 3526 Longmire Drive from C-1 General Commercial and C-2 Commercial-Industrial to PDD Planned Development District.

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

**Recommendation(s):** The Planning and Zoning Commission considered this item at their June 16, 2011 meeting and voted 4-0 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 Comprehensive Plan designates the subject properties as Institutional / Public, which is a land use designation for areas that are, and are likely to remain, in some form of institutional or public activity. Additionally, the subject properties are located within the Spring Creek District planning area, which is focused on linking current and future medical facilities into a cohesive district. The proposed rezoning includes uses allowed under the C-1 General Commercial zoning district, with planned uses consisting of a health club, medical offices and other supporting land uses. These uses are consistent with the Comprehensive Plan, with flexibility allowed for potential commercial uses. Commercial land uses of fuel sales, self-storage, vehicular sales/service, night club and car wash are uses that would not be allowed under the proposed PDD due to potential issues of incompatibility.

The proposed concept plan includes elements that link existing and future medical facilities together as identified in the Comprehensive Plan for the Spring Creek District. These elements include a private drive that connects the existing College Station Medical Center and BCS Heart medical office building with the proposed development. In addition, landscaping and design elements, such as building materials that are shared with the College Station Medical Center will be incorporated into the development to create a more campus type setting.

**2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject properties are currently zoned C-1 General Commercial and C-2 Commercial Industrial. Surrounding properties are zoned and developed for general commercial uses, with the exception of a portion of the property to the north, which contains non-conforming uses (restaurants) in the C-2 zoning district. Proposed uses of medical offices, health club and commercial are compatible with existing surrounding uses and would be allowed in all C-1 zoned

property. The proposed development would provide for the expansion of medical offices in the area beyond what currently exists within the College Station Medical Center.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is located along and takes access to Longmire Drive, a major collector on the City's Thoroughfare Plan. Surrounding properties are developed as commercial, office or medical uses and would be complimented by the additional commercial, office and medical uses proposed with this development. With the concept plan, connectivity to surrounding uses will be accomplished via shared drives and cross access agreements.
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 properties are currently zoned and platted for commercial uses. The properties are currently vacant and are suitable for commercial development. Given the zoning boundaries splitting the properties, it is difficult to develop the subject properties to their full extent. In general, the C-2 Commercial-Industrial zoning district is for uses that serve a limited segment of the general public.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject properties are currently zoned C-1 General Commercial and C-2 Commercial-Industrial. Given how the zoning boundary splits the properties, development is somewhat restricted due to certain land uses not being permitted within the C-2 zoning district. Surrounding properties are all zoned and developed as general commercial uses, with the exception being the previously mentioned portion of property to the north that contains non-conforming uses.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to both 8 and 12-inch water mains. The subject tract is located adjacent to an 8 inch sanitary sewer main. The subject tract is located in the Lick Creek Drainage Basin. Development of the subject tract will be required to meet the City Storm Water Design Guidelines. No portion of the subject tract is located within a FEMA regulated Special Flood Hazard Area. The subject tract is located adjacent to and will take access to Longmire Drive which is classified as a 2-Lane Major Collector, Suburban Context on the City's Thoroughfare Plan. As part of site development, a right turn deceleration lane will be required as part of the proposed driveway into the site.

#### **REVIEW OF CONCEPT PLAN**

The following land uses are proposed for the PDD: general commercial, health club and medical office uses. The purpose statement provided by the applicant of the PDD is as follows:

*"The intent is to develop the three lots on this 6.283 tract into medical related occupancies. Freestanding buildings with a medical identity linked to the College Station Medical Center. Each building is to have its own unique identity and unique architectural character with common building materials."*

#### **Base Zoning and Modifications**

The applicant has requested to utilize a C-1 General Commercial zoning designation as the base, underlying zoning district for standards not identified in the PDD. All uses under the C-1 General Commercial zoning designation

would be permitted, with the exception of fuel sales, car wash, night club, self-storage and vehicular sales/service not being permitted. At the time of site plan, the development will need to meet all applicable site and architectural standards required by the UDO except where modification were granted with the PDD zoning. The applicant has stated the following as community benefits to support the requested variations:

*“Cross access between the existing College Station Medical Center, BCS Heart, commercial shopping center and subject lots will allow automobile circulation without exiting on to adjacent streets. This will aid in reduction of current traffic congestion on nearby streets. The rezoning of the property will further the development of the Spring Creek District and will further the goal of tying the district in to a cohesive district. Innovative design concepts include a public running track surrounding the property, innovative architectural building design of the hybrid Health/Wellness and Medical Office Building that utilizes unique building materials and building form, and provides public access to Health and Wellness multiple building complex.”*

The applicant has requested the following variations:

- 1. Section 7.2 Minimum Off-Street Parking Requirements**  
The applicant has requested to utilize a parking ratio of 1 space per 250 square feet for health club and medical clinic uses. Current requirements for medical clinics that are less than 20,000 square feet is 1 space per 200 square feet. Health Club parking requirements are determined by the Administrator, but are typically parked at a ratio of 1 space per 150-200 square feet. All other uses will meet minimum UDO parking requirements.
- 2. Section 7.9 Non-Residential Architectural Standards – “Building Mass and Design”**  
The applicant has requested to reduce the number of architectural elements required on the north, south and west facades for the building on Lot 7, to one architectural relief element every 60 feet. Current requirements are 2 architectural relief elements every 60 feet.
- 3. Section 7.4 Signs**  
The applicant has requested to be allowed one freestanding sign of no greater than 120 square feet and a maximum height of 20 feet. As the subject properties are considered one building plot with the College Station Medical Center, they would not be permitted to have a freestanding sign due to the Medical Center utilizing low profile signs at each entrance. A low profile sign could be utilized for the subject properties, but the applicant desires a freestanding sign that can be utilized for the medical offices and health club, in addition to the emergency room of the hospital.
- 4. Section 7.9 Non-Residential Architectural Standards – “Additional Standards for 50,000 sf or greater – Landscaping”**  
The applicant has requested to not be required to plant tree wells along the façade facing a public right-of-way. For building plots of 50,000 square feet or greater, tree wells are required along 15% of the façade facing a public right-of-way. The intent of the variation is to show off the architectural features of the building. In addition, the site will still meet all other landscaping requirements, including double landscaping points.

**5. Section 7.9 Non-Residential Architectural Standards – “Building Materials”**

The applicant has requested to utilize up to 24% architectural metal on the west and east facades for the building located on Lot 7. Current UDO requirements limit the amount of architectural metal to no more than 20% on a façade.

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

- 1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The applicant has proposed commercial and medical office uses, which is consistent with the character of the surrounding area. Commercial land uses consisting of fuel sales, self-storage, vehicular sales/service, nightclub and a car wash would not be allowed under the proposed amendment.

Proposed buildings will incorporate materials that are similar and complimentary to the existing College Station Medical Center. The development will provide additional access points to surrounding developments and will meet all UDO requirements, except for those identified in the requested variations.

- 2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The Comprehensive Plan designates this area as Institutional / Public. The plan states that this designation is for areas that are likely to remain in some form of institutional or public activity. In addition, as part of the Spring Creek District planning area, the focus should be on linking current and future medical facilities into a cohesive district.

The concept plan reflects the policies, goals and objectives of the Comprehensive Plan as it relates to land use and character, connectivity, market flexibility and sustainability. The proposed development includes elements that link existing and future medical facilities together, which includes connectivity and access to adjacent medical facilities through private drives and cross access easements. Additionally, landscaping and common design elements, specifically materials, that are shared with the College Station Medical Center will be utilized to help create a cohesive district as specified in the Comprehensive Plan for the Spring Creek District.

- 3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** Adjacent uses consist of a hospital, offices and a commercial strip center. The proposed uses of a health club, medical offices and commercial are compatible with the existing uses. As shown on the concept plan, the development will provide connectivity and access to adjacent developments, while meeting all UDO requirements for commercially zoned property, with the exception of the stated variations. Land uses will consist of all uses allowed under the C-1 zoning designation, with fuel sales, self-storage, vehicular sales/service, night club and car wash uses not being permitted.
- 4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** Residential uses are not proposed on the property. Access to the development will primarily be through a shared private drive off of

Longmire Drive. Additional access points will be through the adjacent College Station Medical Center to the west and the commercial strip center to the north.

5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** Sidewalks currently exist along Longmire Drive. A privately maintained running track that connects the three properties in this rezoning is proposed around the perimeter of the subject properties.
6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** As proposed on the concept plan, the development will consist of uses that are complimentary and compatible with surrounding uses, while providing connectivity to adjacent developments. As such, the proposed development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.
7. **The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** With the proposed development being located within the medical corridor study currently being conducted, a separate TIA was not required. The medical corridor study will take into account the trips generated by the proposed land uses and transportation infrastructure recommendations will be part of the study. The medical corridor study is estimated to be complete by fall 2011. At the time of site plan, when more specific information is presented, a TIA may still be required. As part of site development, a right turn deceleration lane will be required as part of the proposed driveway into the site.

The development will consist of a private drive that will connect to the College Station Medical Center as well as cross-access easements to the adjacent shopping center to the north and offices to the south. This connectivity will allow for movement between adjacent sites without the need to exit on to the surrounding streets.

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

**Attachments:**

1. **Background Information**
2. **Small Area Map (SAM) & Aerial**
3. **Draft Planning & Zoning Commission Minutes – June 16, 2011**
4. **Ordinance**

**NOTIFICATIONS**

Advertised Commission Hearing Date: June 16, 2011  
 Advertised Council Hearing Dates: July 14, 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:

N/A

Property owner notices mailed: 6  
 Contacts in support: None at time of staff report  
 Contacts in opposition: None at time of staff report  
 Inquiry contacts: None at time of staff report

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Spring Creek District -General Commercial	C-1 General Commercial and C-2 Commercial-Industrial	Commercial strip center, restaurant
<b>South</b>	Spring Creek District - Institutional / Public	C-1 General Commercial	Offices (BCS Heart)
<b>East</b>	2-lane major collector on Thoroughfare Plan, Spring Creek District - General Commercial	C-1 General Commercial	Longmire Drive, Commercial shopping center (Kroger’s)
<b>West</b>	Spring Creek District -Institutional / Public	C-1 General Commercial	Hospital (College Station Medical Center)

**DEVELOPMENT HISTORY**

**Annexation:** 1982  
**Zoning:** A-O Agricultural Open to C-2 Commercial-Industrial and R-4 Multi-Family (1982)  
 A portion from R-4 Multi-Family to C-1 General Commercial (1985)  
**Final Plat:** L.O. Ball Memorial Subdivision Phase II (1999)  
**Site development:** Vacant



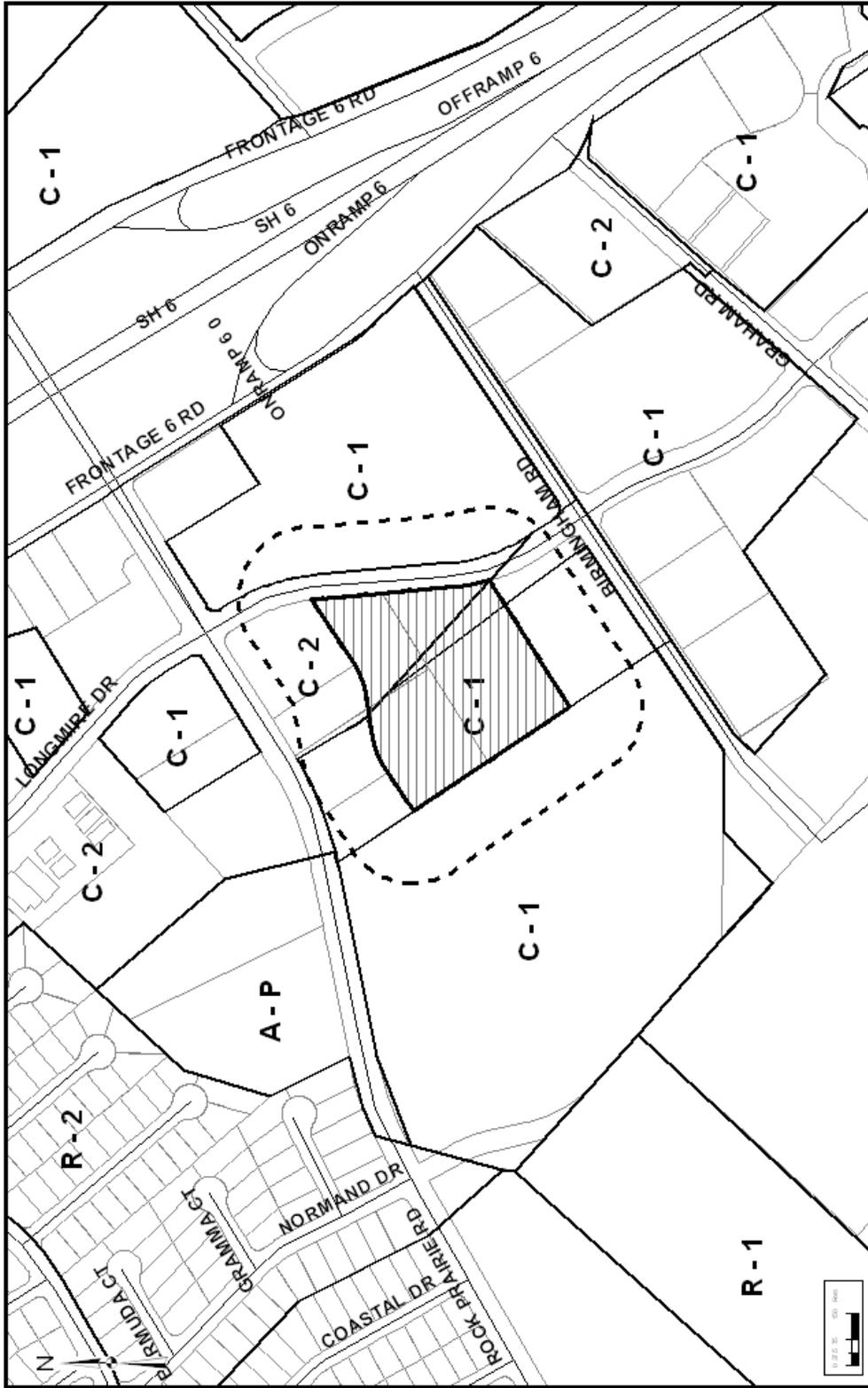
DEVELOPMENT REVIEW

3514, 3520 & 3526 Longmire Dr

Case: 11-078

REZONING





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	WolfPen Creek Dev. Corridor
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate
OV	Corridor Overlay
RDD	Redevelopment District
KO	Kranek Tap Overlay



**DEVELOPMENT REVIEW**

3514, 3520 & 3526 Longmire Dr.

Case: 11-078

**REZONING**



**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**June 16, 2011, 7:00 p.m.**  
**City Hall Council Chambers**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Craig Hall, Jodi Warner, and Bo Miles

**COMMISSIONERS ABSENT:** Mike Ashfield and Hugh Stearns

**CITY COUNCIL MEMBERS PRESENT:** Karl Mooney

**CITY STAFF PRESENT:** Bob Cowell, Jason Schubert, Joe Guerra, Molly Hitchcock, Lance Simms, Jennifer Prochazka, Alan Gibbs, Venessa Garza, Lauren Hovde, Matt Robinson, Josh Norton, Adam Falco, Christina Court, and Kristen Hejny

1. Call meeting to order.

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

2. Hear Citizens.

None

**Regular Agenda**

3. Public hearing, presentation, possible action, and discussion regarding a request to rezone 6.283 acres located at 3514, 3520 and 3526 Longmire Drive, and more generally located east of the College Station Medical Center, from C-1 General Commercial and C-2 Commercial-Industrial to PDD Planned Development District. **Case # 11-00500078 (MR) (Note: Final action on this item is scheduled for the July 14, 2011 City Council Meeting - subject to change)**

Senior Planner Robinson gave a presentation regarding the rezoning.

There was general discussion regarding the rezoning.

Leon Williamson, applicant, gave a brief presentation.

Chairman Shafer opened the public hearing.

No visitors spoke.

Chairman Shafer closed the public hearing.

**Commissioner Hall moved to approve the rezoning as presented. Commissioner Warner seconded the motion, motion was approved (4-0).**

4. Adjourn.

**Commissioner Warner motioned to adjourn the meeting, motion passed (4-0).**

**The meeting adjourned at 10:25 p.m.**

**Approved:**

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Scott Shafer, Chairman  
Planning and Zoning Commission

**Attest:**

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Christina Court, Staff Assistant  
Planning and Development Services

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

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

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

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

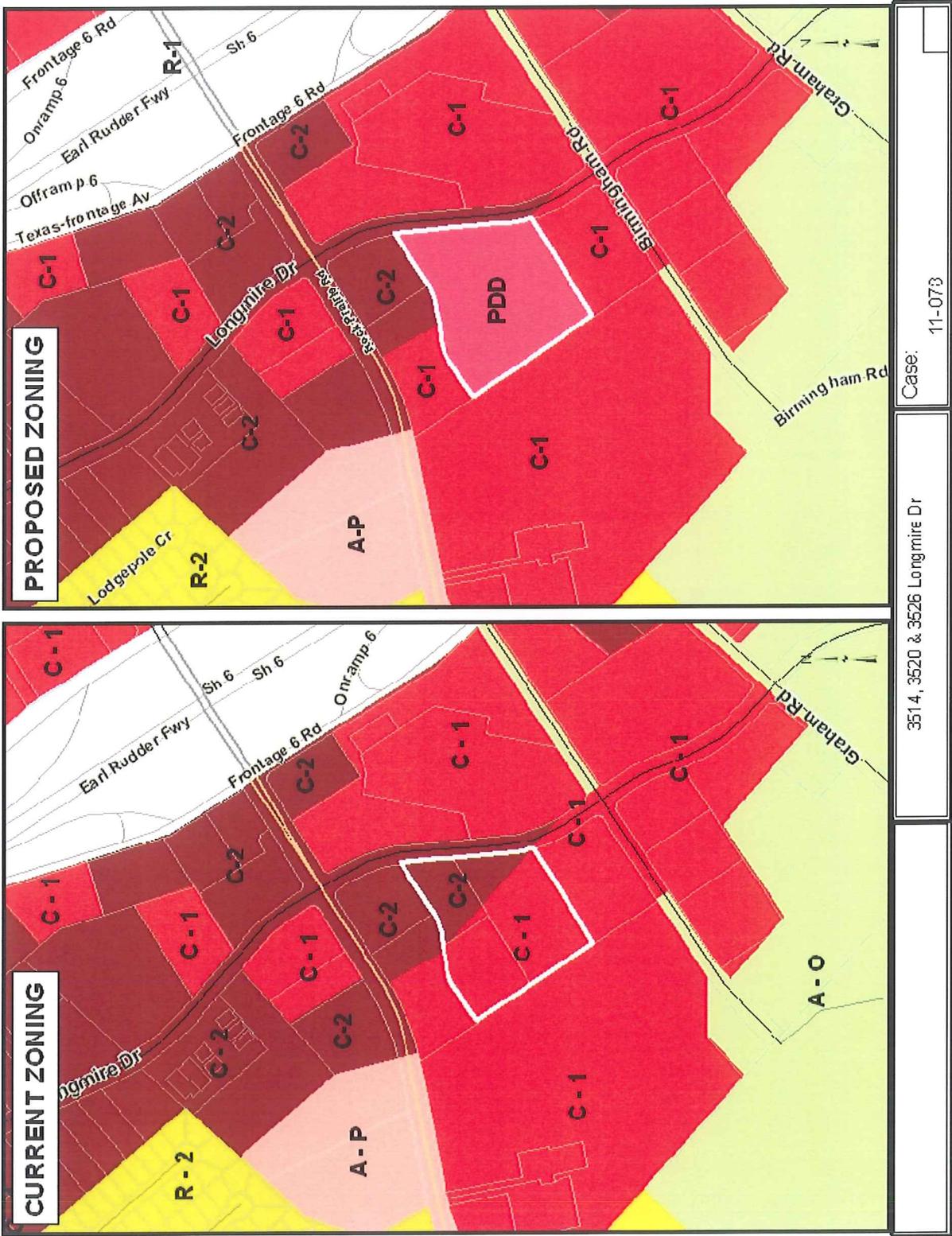
**EXHIBIT "A"**

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

The following property is rezoned from C-1 General Commercial and C-2 Commercial-Industrial to PDD Planned Development District:

Lots 5, 6, 7 Block 3  
LO Ball Memorial Subdivision Ph. 2  
College Station, Brazos County, Texas

EXHIBIT "B"



Case: 11-073

3514, 3526 & 3526 Longmire Dr

