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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

**Amended Agenda
College Station City Council
Regular Meeting
Thursday, August 23, 2012 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas**

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

Recognition:

- Moment of silence in remembrance of the victims of August 13, 2012 tragedy.
- Presentation and proclamation recognizing Joann Yeager for her service on the Senior Advisory Committee.

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

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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:

- August 9, 2012 Workshop
- August 9, 2012 Regular Council Meeting

b. Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to create a loading zone on University Drive east of College Main in accordance with the desires of the area merchants and as identified in the Memorandum of Understanding.

- c. Presentation, possible action and discussion on a resolution approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election and the approval of the Notice of General and Special Election that will be held on Tuesday, November 6, 2012. (Presentación, posible acción y discusión acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 6 de noviembre de 2012.
- d. Presentation, possible action, and discussion regarding a resolution to approve the construction contract (Contract 12-287) with Elliott Construction in the amount of \$3,704,090.60, for the construction of the South Knoll-The Glade Utility Rehabilitation Project (WF1044480, WF1044485), and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. (This item is also on the Workshop Agenda, Item #6)
- e. Presentation, possible action, and discussion regarding an inter-local agreement between the City of College Station and Brazos Valley Transit District for the construction of two bus shelters to include a 25 % match by the City of College Station not to exceed \$12,500, which will come from the City's Strong & Sustainable Neighborhood Grant program.
- f. Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.
- g. Presentation, possible action, and discussion regarding the approval of amendments to contracts 12-044, 08-292, 06-313, 05-003, and 02-199 with Brazos Valley Community Action Agency (BVCAA) to revise the use of Community Housing Development Organization (CHDO) proceeds generated from activities completed with HOME Investment Partnership Program (HOME) grant CHDO funds and delete the requirement for the return of 25% of the proceeds generated from funds allocated with contract 08-292.
- h. Presentation, possible action, and discussion regarding the approval of a professional services contract (Contract 12-273) with Hawkins Architecture in the amount of \$100,850.00, for the design of an expansion to the existing maintenance facility at Veterans Park.
- i. Presentation, possible action, and discussion regarding a deductive change order to the construction contract (Contract 12-031) with Follis-Cole Construction in the amount of \$160,192.37, for the construction of the Emerald forest Drainage Improvements Project (SD-1006).
- j. Presentation, possible action, and discussion on an easement agreement renewal with the Texas A&M University System for the purpose of operating and maintaining a traffic signal at Bizzell Drive and George Bush Drive.
- k. Presentation, possible action, and discussion on a construction contract with Dailey Electric in the amount of \$61,406.31, for electrical additions/upgrades to add electrical power at various locations throughout Wolf Pen Creek Park, Project Number PK-1217.
- l. Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY12 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.

- m. Presentation, possible action, and discussion regarding approval of estimated annual expenditures related to copying and printing services as follows: Tops Printing \$40,000; Copy Corner \$40,000; Office Depot \$20,000; Cerqa \$20,000.
- n. Presentation, possible action and discussion to approve the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$175,000 for financial advisory services.
- o. Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers maintained in inventory to HD Supply Utilities \$53,150; Techline \$21,416; and KBS \$14,844 for a total of \$89,410.00.

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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.

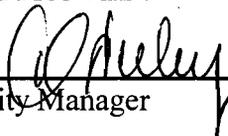
If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related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

1. Public Hearing, presentation, possible action, and discussion on the City of College Station 2012-2013 Proposed Budget.
2. Public Hearing, presentation, possible action, and discussion on an ordinance amending the College Station Comprehensive Plan by adopting the Southside Area Neighborhood Plan for the area generally bounded by George Bush Drive, Texas Avenue South, Holleman Drive, Welsh Avenue, Southwest Parkway, and Wellborn Road.
3. Public Hearing, presentation, possible action, and discussion on a ordinance amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, amending the 2012 International Building Code by adopting Appendix D, establishing a Fire District.
4. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.09 acre, 20-foot wide sanitary sewer easement, which is located on Lots 9 and 10 of Block 2 of the North Forest Estates Subdivision according to the plat recorded in Volume 8640, Page 82 of the Deed Records of Brazos County, Texas.

5. Presentation, possible action and discussion regarding the appointment to the Brazos Valley Council of Governments.
6. Presentation, possible action, and discussion on consideration affiliation agreement with the College Station Medical Center to open discussions on the option under the 1115 Transformation Waiver of the Social Security Act on a partnership for an employee clinic.
7. Adjourn.

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

APPROVED:



 City Manager 

Notice is hereby given that a Amended Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, August 23, 2012 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 20th day of August, 2012 at 5:00 p.m.



 City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 20, 2012 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 _____, 2012 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2012.

Notary Public – Brazos County, Texas My commission expires: _____

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

August 23, 2012
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:

- August 9, 2012 Workshop
- August 9, 2012 Regular Council Meeting

Attachments:

- August 9, 2012 Workshop
- August 9, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
AUGUST 9, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

1. 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 5:00 p.m. on Thursday, August 9, 2012 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, the College Station City Council convened into Executive Session at 5:00 p.m. on Thursday, August 9, 2012 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
- 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
- Shirley Maguire and Holly Maguire vs. City of College Station, Cause No. 11-0025 16-CV-272, in the 272nd District Court of Brazos County, Texas
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 1 1-003172-CV-272, in the 272nd District Court of Brazos County, Tx.
- Claim and potential litigation related to a June 24, 2011 collision with a city vehicle.

The Executive Session adjourned at 5:40 p.m. on Thursday, August 9, 2012.

3. Take action, if any, on Executive Session.

No action was required from Executive Session.

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

Item 2d was pulled for clarification.

2d: Chuck Gilman, Director of Capital Projects, stated this is the first phase of two phases. This is the segment called The Upper Trails and consists mainly of drainage improvements to stabilize the banks near the concrete path. Additional improvements will be implemented in the second phase, as well as having a geomorphologist to report on the future of the creek.

5. Presentation, possible action, and discussion on the FY 2012-2013 Proposed Budget.

Jeff Kersten, Executive Director of Fiscal Services, presented Council with the 2012-2013 Proposed Annual Budget and noted that it is available online, in the Ringer Library and the City Secretary's Office. He reminded the Council of their six strategic initiatives. In keeping with those initiatives, he reported that the FY 2012-2013 total budget is \$253,133,611 with \$212,643,409 in Operations and Maintenance, and \$40,490,202 in Capital Projects. There are several key budget points to align our resources and priorities for the long term future of College Station. These include:

- Modest economic recovery resulting in positive property values and sales tax revenue;
- Organization restructuring and streamlining (provide funding for Public Safety and other core services);
- Continuing implementation of reductions in Electric Utility transfer;
- Providing competitive and sustainable pay and benefits;
- Maintaining priority service levels; and
- Continuing to invest in capital infrastructure.

The modest economic recovery was evidenced by a 3.6% increase in property values, with approximately \$120 million added in new property value. The effective tax rate of 43.0687 cents is being proposed, down from the current tax rate of 43.7995 cents. The proposed tax rate breaks down to 19.5635 for debt service and 23.5052 for maintenance and operations.

During the recession, the sales tax revenues slowed somewhat, but the FY 2012 sale tax is projected to be higher than forecast, for a total of \$21.3 million. The FY 2013 growth projection is 2% for an estimated total revenue of \$21.7 million. There is still some uncertainty in the economy.

The past few years have seen organizational restructuring and streamlining. Budget reductions have occurred over the last four years in an amount of \$7.6 million. 53.75 positions were eliminated in FY 2011-FY 2013, with ten of these removed in the proposed FY 2013 budget. Those savings were shifted to the Public Safety side and were increased by 43 positions from FY 2009-FY2013. This includes eight additional police public safety positions in the proposed FY 2013 budget.

In 2011, policy was changed to reduce the transfer from the Electric Fund. It was reduced to a 6% franchise level, with \$2 million reduced in FY 2012 and \$1 million to be reduced in FY 2013, thereby avoiding an electric rate increase in FY 2012 and FY 2013.

The Compensation and Benefits Ad Hoc Committee reviewed compensation and benefit policies, including compensation, retirement, health care, and retiree health. The proposed pay plan includes a 2.5% average performance pay increase and to continue with the Police Step Plan. As for retirement benefits, the proposed budget maintains the core components of a 7% employee contribution and a 2:1 City match. There are two provisions recommended for change: reducing the Updated Service Credits from 100% to 75%, and reducing the COLA (for retirees) from 70% to 50%. As for health insurance, they will review the plan design and attempt to hold down costs. Impacts of health care policy changes are unknown in terms of knowing what our health care costs will be moving forward.

The budget allows for maintaining priority service levels in public safety, streets and transportation, and utilities. It also allows us to continue with investing in our capital infrastructure, such as streets and transportation, parks and recreation, technology, and utility projects (electric, water, wastewater, drainage).

The financial forecast shows the future impact of current decisions, fiscal and budgetary policies, and revenue assumptions. Expenditure assumptions will aid in aligning resources and priorities for the long term future of College Station. The base budget funds current service levels, with service level increases for additional police resources and for streets and transportation.

Proposed budget assumptions include:

- FY 13 budget will be impacted by more positive economic conditions, but remaining cautious;
- Budget reductions;
- Effective tax rate of 43.0687 proposed, which is lower than the current rate of 43.7995;

- Complete electric transfer policy change;
- No electric rate increase proposed;
- No water, sanitation or drainage rate increase; and
- 5% wastewater rate increase.

Key budget decisions will need to be made regarding funding levels for city services, the property tax rate, and utility rates. Budget workshops will be held August 16, 17, and 20. If necessary, August 21 and 22 are on hold for additional workshops. A Public Hearing will be held on August 23, and on September 13, the Council will consider adopting the budget and tax rate.

6. Presentation, possible action, and discussion on the FY 2012-2013 BVSWMA, Inc Proposed Budget.

Bryan Griesbach, Executive Director, presented the FY 2012-2013 BVSWMA proposed budget, adopted by the BVSWMA Board at their June meeting. He noted that the Rock Prairie Road closure and thirty-year post-closure care costs are funded with existing reserves. Twin Oaks Landfill operating, construction, closure and thirty-year post-closure costs are funded through tipping fees.

The FY 2013 Landfill Revenue Budget is \$6,452,625. There is \$100,000 less revenue than in the approved FY 2012 budget because landfill revenues are driven primarily by landfill volumes. They have lost customers to lower rates offered in the Austin market. No rate increases are being proposed.

The FY 2013 Operating Budget is \$4,851,160. There is a lower operating expense in the amount of \$638,000 than in the approved FY 2012 budget. They are continuing to make adjustments to operations, when possible, to offset decline in volume.

The Capital Expense Budget is \$4,510,000 and breaks down as:

- \$2,000,000 – Twin Oaks Cell 2A-1
- \$1,525,000 – Rock Prairie Closure & Post Closure
- \$505,000 - Equipment maintenance/replacement
- \$430,000 Debt Service
- \$50,000 – Compost bagger.

The FY 2012 Total Expense Budget is \$9,316,160.

Mr. Griesbach also presented the 2011-2012 Annual Report in accompaniment to the budget. The report outlined performance measures and benchmarks. Revenues came in over projections, and expenses came in under projections. Landfill tonnage also came in under projections. The goals for this budget include retention of the existing customer base and replacement of volume lost to competing facilities. He also provided brief overviews of compaction goals, capacity and life expectancy of the landfill, compost, waste diversion strategies, and household hazardous waste collection.

At 6:58 the Mayor recessed the Workshop in order to begin the Regular meeting on time.

The Workshop re-convened at 10:14 p.m.

7. Council Calendar

- **August 14 Committee Recognition and Orientation Invite in Council Chambers at 5:30 p.m.**
- **August 15 BVSWMMA Board Meeting at Twins Oaks Facility - 2690 SH30, 11:00 a.m.**
- **August 15 RVP Board Meeting at RVP, 3:00 p.m.**
- **August 16 Budget Workshop Meeting at Carters Creek Wastewater Training Facility - 2200 North Forest Parkway, 2:00 p.m.**
- **August 16 P&Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Julie Schultz, Liaison)**
- **August 17 Budget Workshop Meeting at Carters Creek Wastewater Training Facility - 2200 North Forest Parkway, 2:00 p.m.**
- **August 20 Budget Workshop Meeting at Carters Creek Wastewater Training Facility - 2200 North Forest Parkway, 4:00 p.m.**
- **August 21 Budget Workshop Meeting at Carters Creek Wastewater Training Facility - 2200 North Forest Parkway, 4:00 p.m.**
- **August 22 Budget Workshop Meeting at Carters Creek Wastewater Training Facility - 2200 North Forest Parkway, 4:00 p.m.**
- **August 23 City Council Executive/Workshop/Regular Meeting at 5:00, 6:00 and 7:00 p.m.**

Council reviewed the Council 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 Mooney requested an item about foot paths.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, BVSWMMA, BVWACS, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Neighborhood Parking Taskforce, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, National League of Cities, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Sister City Association,

TAMU Student Senate, Texas Municipal League, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on the MPO and COG.

Councilmember Mooney reported he will be meeting with the CVB.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 10:18 p.m. on Thursday, August 9, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
AUGUST 9, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

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

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:04 p.m. on Thursday, August 9, 2012 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.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted five (5) for and none (0) opposed, to approve the absence request from Jess Fields and Dave Ruesink. The motion carried unanimously.

The Mayor made a presentation to Matthew Watkins to wish him well in his new position.

Citizen Comments

Linda Harvell, 504 Guernsey, stated she was distressed to see the abrupt closing of the Conference Center. This is an important piece of College Station history. She would like to see the Council consider restoring the Conference Center back to a building of integrity, and invest in the City's future.

Libby Vastano, 2756 Cloisters Drive, said we are a young city and without a lot of history. There are so many buildings being demolished, private buildings we cannot do anything about, but we can do something about this public building. She also addressed the water aerobics program. The season has been shortened at the Halloran pool, and the pool temperature at the Natatorium was lowered and is simply too low for their joints and muscles. As a result of the temperature drop, attendance has decreased drastically. The pool at the Med is too small for the numbers who would like to be in water aerobics. More and more senior citizens are moving here, and it seems sad to cut back on programs like this. She would like to see the Halloran pool kept open this fall until the time when it would be necessary to provide supplemental heat. She presented a letter with 25 signatures in support (attached).

Jerry Cooper, 602 Bell, said the Conference Center has been one of the busiest buildings in town for the past ten years, and it is an important facility. Hundreds, if not thousands, use this facility. Even if something is built elsewhere, he asked Council consider keeping a facility open on this side of town. The importance of preserving historic buildings is something we need to pay attention to. He asked the Council to consider either renovation or replacing it with another conference facility. This brings a lot of people together for a lot of purposes.

CONSENT AGENDA

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

- **July 25, 2012 Special Workshop**
- **July 26, 2012 Workshop**
- **July 26, 2012 Regular Council Meeting**

2b. Presentation, possible action, and discussion regarding Ordinance 2012-3432, amending Chapter 1, General Provisions, Section 29 of the Code of Ordinances of the City of College Station, Texas as set out in Exhibit "A", removing references to the City Cemetery Committee and its duties, and transferring those duties and responsibilities to the City Manager or his delegate.

2c. Presentation, possible action, and discussion regarding the approval of Resolution 08-09-12-2c, adopting the Community Development PY 2012 (FY 2013) Action Plan and Budget.

2d. Presentation, possible action, and discussion on Resolution 08-09-12-2d, awarding the construction contract for the Wolf Pen Creek Erosion Control Project (SD-1102) to Dudley Construction, Ltd. in the amount of \$194,298.40.

2e. Presentation, possible action and discussion on calling a public hearing on the City of College Station 2012-2013 Proposed Budget for Thursday August 23, 2012 at 7:00 PM in the City Hall Council Chambers.

2f. Presentation, possible action, and discussion for a change order to Contract #09-153 with Bleyl & Associates for the Southwood 5-7 Utility Rehabilitation Project in the form of a deduction of \$5 1,271.54.

2g. Presentation, possible action, and discussion regarding the renewal of a service contract with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.00.

2h. Presentation, possible action, and discussion regarding Street Sweeping Services and the rejection of Request for Proposal No. 12-071.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda, with item 2b amended to reflect a fine of not more than \$500. The motion carried unanimously.

REGULAR AGENDA

1. Presentation, possible action and discussion regarding the Lick Creek Greenway Trail Project.

Gary Ives, 3943 Blue Jay, read a prepared statement (attached).

Steven O'Neal, 3917 Hawk Owl cove, representing the Concerned Lick Creek Backers, thanked City staff for their assistance. He stated their concern has never been with City staff or Council. The concern is later down the road if the property is given to the City, then a different City staff and Council might have different issues. He personally rides his bike with his children to school. If he thought it was not safe, he wouldn't do it. He has been involved throughout the process. They tried to offer an alternative, and never received any option from their side. He agrees with staff's recommendation regarding segment A, and looks forward to seeing B and C. Improvements to the existing infrastructure will result in a better project. This is a win-win for College Station taxpayers. They will save money by building along the street and long-term maintenance. This is a matter of Need versus Want. Let's address needs. He reiterated his appreciation for staff and the Council's patience and for listening.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted none (0) for and five (5) opposed, to go forward with the staff recommendation for segment A, and charge staff to work with the HOA and homeowners to develop a green trail that will go through the area previously identified. The motion failed.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, to go forward with the staff recommendation for segment A. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to charge staff to work with the HOA and homeowners to grant an easement to the City for a footpath for an alternative green path. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to go forward with the staff recommendation for segments B and C. The motion carried unanimously.

2. Presentation, possible action, and discussion on a report related to the Conference Center provided by Hawkins Architecture under Professional Service Contract 12-232.

Chuck Gilman, Director of Capital Projects, presented the Facility Evaluation Report and Proposed Renovations for the Conference Center and Annex. Staff will return with recommendations at a later date.

No action was taken.

3. Presentation, possible action, and discussion on Ordinance 2012-3433, ordering a General and Special Election to be held on November 6, 2012 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. (Presentacion, posible acción y discusión acerca de ordenanza 2012-3433, que ordene Elecciones Generales y Especiales a celebrarse el 6 de noviembre de 2012 con el propósito de elegir un Miembro del Consejo de la Ciudad, Puesto Numero 4, un Miembro del Consejo de la Ciudad, Puesto Numero 6, y para presentarles a los votantes las enmiendas propuestas a los Estatutos de la Ciudad; estableciendo los sitios de votaciones anticipadas y los centros de votaciones para estas elecciones; y elaborando las provisiones para llevar a cabo las elecciones.)

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2012-3433, ordering a General and Special Election to be held on November 6, 2012 for the purpose of electing a City Council Member, Place 4, a City Council Member, Place 6, and to submit proposed amendments to the City Charter to the voters; establishing early voting locations and polling places for this election; and making provisions for conducting the election. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3434, amending Chapter 12, "Unified Development Ordinance", Section 8.7, Appendix I

"Park Land Dedication and Development Fees" of the Code of Ordinance of the City of College Station, Texas.

At approximately 9:05 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:05 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2012-3434, amending Chapter 12, "Unified Development Ordinance", Section 8.7, Appendix I "Park Land Dedication and Development Fees" of the Code of Ordinance of the City of College Station, Texas. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3435, amending Chapter 12, "Unified Development Ordinance", Section 8.2.K "Sidewalks" of the Code of Ordinance of the City of College Station, Texas.

At approximately 9:29 p.m., Mayor Berry opened the Public Hearing.

Sherry Ellison, 2705 Brookway Drive, spoke in support of the staff's recommendations. She reported that her subdivision, Windwood, has ten cul-de-sac and a couple of long. Because of the hours they work, some neighbors walk in the dark, and they talk about it not being real safe walking in the street. In the evening, neighbors walk their dogs at 11:30 at night. Others walk for rehabilitation purposes. It doesn't matter what side of the street the sidewalk is on, you need a sidewalk. It is important to have sidewalks on both sides. They also need more than four feet in width.

Scott Shafer, 117 Pershing, expressed his support for the staff recommendations wholeheartedly. Personally, he would like to see them stay the same, but staff did well in not backing off too much. Sidewalks will help people be more active, and a good solid multi-modal method of transportation is needed for that. A five foot is absolutely necessary. ADA requirements says that at some basic level, sidewalks have to have that width. It is not worth it to give up that foot and lose useable space. These are the things that encourage people to come to the community.

There being no further comments, the Public Hearing was closed at 9:36 p.m.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2012-3435, amending Chapter 12, "Unified Development Ordinance", Section 8.2.K "Sidewalks" of the Code of Ordinance of the City of College Station, Texas. The motion carried unanimously.

6. Public Hearing, presentation, possible action, and discussion approving Ordinance 2012-3436, vacating and abandoning a 995.6 square foot, 5-foot wide public utility easement, which is located on Lots 9, 10 & 11 of Block 3 of the Redmond Terrace, First Installment Subdivision, according to the plat recorded in Volume 188, Page 295 of the Deed Records of Brazos County, Texas.

At approximately 9:54 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:54 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2012-3436, vacating and abandoning a 995.6 square foot, 5-foot wide public utility easement, which is located on Lots 9, 10 & 11 of Block 3 of the Redmond Terrace, First Installment Subdivision, according to the plat recorded in Volume 188, Page 295 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

7. Presentation, possible action, and discussion regarding a report from the City Council Ad Hoc Committee for Compensation and Benefits.

Jeff Kersten, Executive Director of Fiscal Services, presented the report and committee recommendations to the City Council.

No action was taken.

8. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 10:14 p.m. on Thursday, August 9, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

August 23, 2012
Consent Agenda Item No. 2b
Loading Zone on University Drive at College Main

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to create a loading zone on University Drive east of College Main in accordance with the desires of the area merchants and as identified in the Memorandum of Understanding.

Relationship to Strategic Goals: Improving Mobility – Plan for infrastructure necessary to meet projected growth and physical development

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

Summary: As part of the public meetings held for the University Drive Pedestrian Safety Project, merchants expressed a desire to have a commercial loading zone on University Drive between College Main and Lodge Street. This would provide an area for commercial trucks to make deliveries to the adjacent businesses without parking in the travel lanes of University Drive and creating congestion. The creation of the loading zone was included as one of the deliverables in the Memorandum of Understanding signed by both the City of College Station and the Northgate District Association.

The loading zone, as desired by the merchants, would primarily provide an area for commercial vehicles to make deliveries to the adjacent businesses. However, a secondary request was to allow patrons of the area businesses to use the zone to pick-up orders. The ordinance was developed to meet both of these requests. According to the proposed ordinance, "all vehicles may stop or stand for up to 5 minutes, with an attendant present that may move the vehicle..." Additionally, "Commercial Motor Vehicles may stop and stand, with an unattended vehicle for active loading or unloading..."

The loading zone will extend between College Main and Lodge Street, which encompasses two properties. However, unlike what was anticipated, the loading zone will have to be enforced by both city and a private property owner. The property at the corner of University and College Main has dedicated the necessary right-of-way to the City for the loading zone. City staff will enforce this loading zone. Currently, the adjacent property, on the corner of University and Lodge has decided to retain the property needed for the rest of the loading. However, staff is continuing to work with this property owner to find an agreeable solution where the ownership of the remaining property needed for the loading zone is transferred to the City, which will allow the entire loading zone to be enforced by the city as outlined in the MOU between the city and the NDA. Once this portion has been transferred to the City, staff will bring back an ordinance or resolution to allow City enforcement of the entire loading zone.

Budget & Financial Summary: The Loading Zone signs will be covered by the Public Works Traffic Operations budget.

Attachments:

1. Ordinance
2. Map
3. Sign Layout

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", AND "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", AND "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3 That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after 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 _____, 2012.

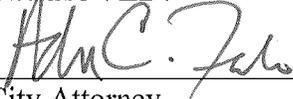
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E (1) "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", "TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME"**, is hereby amended to include the following:

Westbound FM 60 between College Main and a point 97 feet east of College Main:

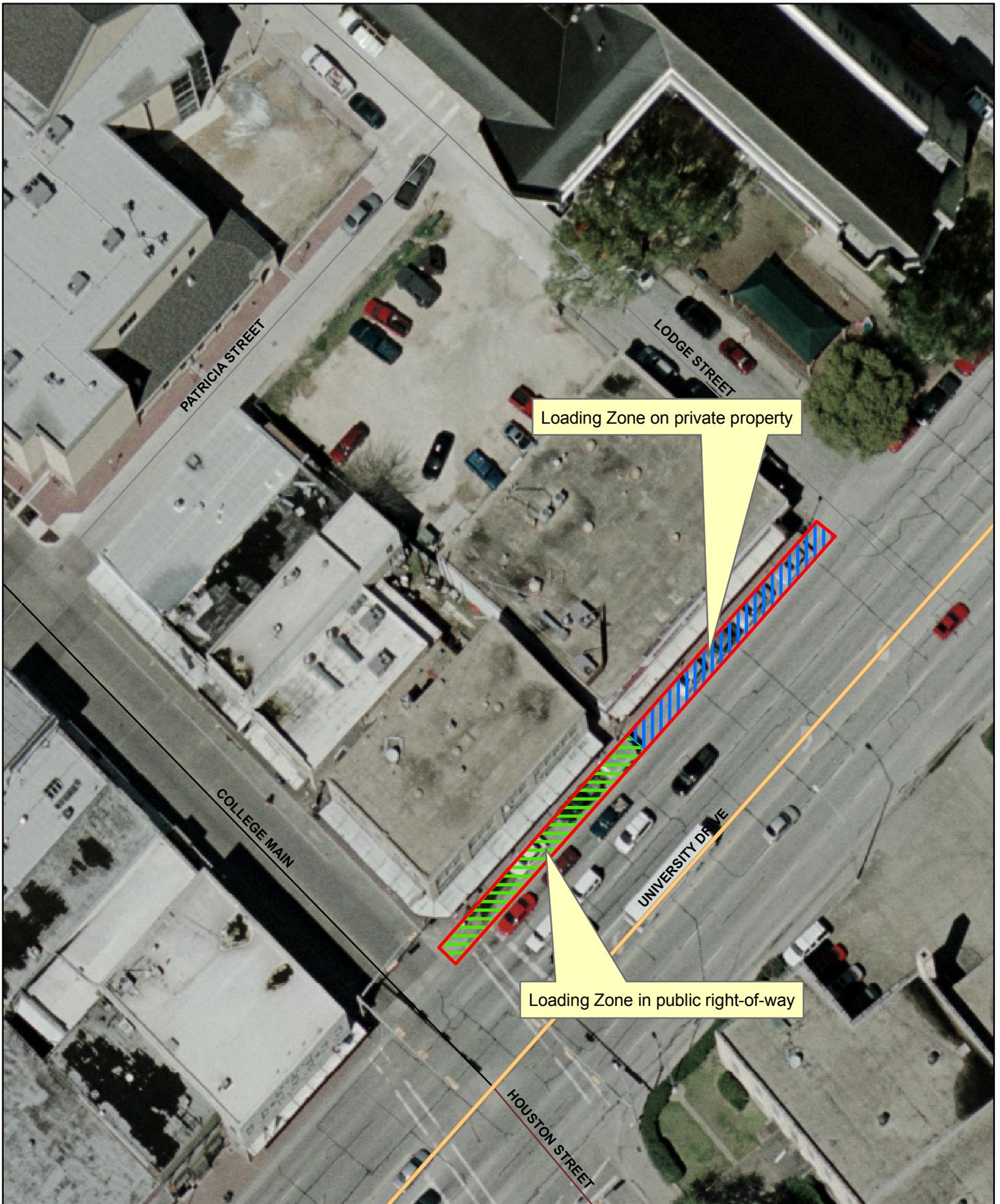
1. All vehicles may stop or stand for up to 5 minutes, with an attendant present that may move the vehicle, on Westbound FM 60 outside of the travel lanes and the median between College Main and a point 97 feet east of College Main.
2. Commercial Motor Vehicles may stop and stand, with an unattended vehicle for active loading or unloading, on Westbound FM 60 outside of the travel lanes and the median between College Main and a point 97 feet east of College Main.

That **CHAPTER 10, "TRAFFIC CODE", SECTION 4, "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS," E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS"**, is hereby amended by adding the following:

(3) Commercial Motor Vehicle in **"TRAFFIC SCHEDULE XIV NO PARKING HERE TO CORNER AND NO PARKING ANYTIME"** means a motor vehicle or combination of motor vehicles used to transport property that:

(a) has a gross combination weight or a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight or a gross vehicle weight rating of more than 10,000 pounds;

(b) has a gross vehicle weight or a gross vehicle weight rating of 26,001 or more pounds.



University Drive Loading Zone

**NO
PARKING
COMMERCIAL
VEHICLE
LOADING
ZONE**

5

MIN

**STOPPING
STANDING**



Ord. No xxx

August 23, 2012
El 23 de agosto de 2012
City Council Consent Agenda Item No. 2c
Agenda de Acuerdo del Consejo de la Ciudad Punto No. 2c
ILA with Brazos County for Election Services
Acuerdo Interlocal con el Condado de Brazos para Servicios de Elecciones

To (*Para*): David Neeley, City Manager (*Administrador de la Ciudad*)

From (*de*): Sherry Mashburn, City Secretary (*Secretaria de la Ciudad*)

Agenda Caption (*Encabezado*): Presentation, possible action and discussion on a resolution approving an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election and the approval of the Notice of General and Special Election that will be held on Tuesday, November 6, 2012. (*Presentación, posible acción y discusión acerca de una resolución que apruebe un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station y para aprobar la Notificación de Elecciones Generales y Especiales que se celebrarán el martes 6 de noviembre de 2012.*)

Summary (*Resumen*): A General and Special Election will be held on November 6, 2012 for the purpose of electing a City Council Member Place 4, a City Council Member Place 6, and submitting nine (9) proposed amendments to the City Charter. (*Se celebrarán Elecciones Generales y Especiales el 6 de noviembre de 2012 para el propósito de elegir a un Miembro del Consejo para el Puesto No. 4, a un Miembro del Consejo para el Puesto No. 6, y presentar nueve (9) propuestas de enmienda a los Estatutos de la Ciudad.*)

Budget & Financial Summary (*Presupuesto y Resumen Financiero*): The Brazos County Clerk provided a conservative estimate of \$115,000 for this year's election. The cost will be split among the entities on the ballot. This does not include the cost to publish the Notice of Election. The Notice must be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election. The notice must include:

- A substantial copy of the proposed amendment; and
- An estimate of the anticipated fiscal impact to the municipality if the proposed amendment is approved at the election.

The Notice must be published in English and Spanish and must appear in The Eagle and La Voz. The estimated cost of this Notice is \$50,500 and includes the cost for translation services.

(El Oficial del Condado de Brazos proporcionó un presupuesto prudente de \$115,000 para las elecciones de este año. El costo será dividido entre las entidades que se encuentren en la boleta. Este presupuesto no incluye el costo de publicar el aviso de las Elecciones. El Aviso deberá publicarse el mismo día en cada una de dos semanas consecutivas, con la primera publicada

antes del décimo cuarto día antes de la fecha de las elecciones. Este Aviso deberá incluir lo siguiente:

- *Una copia de lo principal de las enmiendas propuestas; y*
- *Un costo estimado del impacto fiscal previsto para la municipalidad si la enmienda propuesta es aprobada en las elecciones.*

El Aviso deberá publicarse en inglés y en español y deberá aparecer en The Eagle y en La Voz. El costo estimado del Aviso es de \$50,500 e incluye el costo de la traducción.)

Attachments (Documentos Adjuntos):

- Resolution (*Resolución*)
- Interlocal Agreement with Brazos County (*Acuerdo Interlocal con el Condado de Brazos*)
- Notice of Special Election (*Notificación de Elecciones Especiales*)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS; APPROVING AN INTERLOCAL GOVERNMENT AGREEMENT WITH BRAZOS COUNTY FOR THE CONDUCT AND MANAGEMENT OF THE CITY OF COLLEGE STATION GENERAL AND SPECIAL ELECTIONS AND THE APPROVAL OF THE NOTICE OF GENERAL AND SPECIAL ELECTION THAT WILL BE HELD ON TUESDAY, NOVEMBER 6, 2012.

WHEREAS, Brazos County will conduct a general election on Tuesday, November 6, 2012; and

WHEREAS, the City of College Station City Council will be conducting a General Election and Special Election to be held on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of both entities.

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

- PART 1: That the interlocal government agreement is hereby approved, setting out the terms and conditions upon which said election shall be conducted; and
- PART 2: That this resolution shall take effect immediately from and after its passage; and
- PART 3: That the Notice of Election and Early and Regular Polling Places are hereby approved.

ADOPTED this ____ day of _____, A.D. 2012

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A Robinson

City Attorney

RESOLUCIÓN NO. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS; APROBANDO UN ACUERDO INTERLOCAL CON EL CONDADO DE BRAZOS PARA REALIZAR Y ADMINISTRAR LAS ELECCIONES GENERALES Y ESPECIALES DE LA CIUDAD DE COLLEGE STATION Y APROBAR LA NOTIFICACIÓN DE ELECCIONES GENERALES Y ESPECIALES QUE SE CELEBRARÁN EL MARTES 6 DE NOVIEMBRE DE 2012.

EN TANTO QUE el Condado de Brazos celebrará elecciones generales el martes 6 de noviembre de 2012; y

EN TANTO QUE el Consejo de la Ciudad de College Station celebrará Elecciones Generales y Especiales el mismo día; y

EN TANTO QUE las partes de este acuerdo desean celebrar elecciones conjuntas para que sea conveniente y costo-efectivo para los votantes de ambas entidades.

AHORA, POR LO TANTO, QUE SE RESUELVA POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

1^{ra} PARTE: Que por la presente, el acuerdo de gobierno interlocal se encuentra aprobada, fijando los términos y las condiciones bajo las cuales dichas elecciones serán celebradas; y

2^{da} PARTE: Que esta resolución tomará efecto inmediatamente desde el momento de y después de aprobada; y

3^{ra} PARTE: Que por la presente se aprueba la Notificación de Elecciones y los Centros de Votaciones para las elecciones Regulares y Tempranas.

ADOPTABA este 8^{vo} día del mes de septiembre, A.D. 2012

DOY FE:

APROBADA:

Secretaria de la Ciudad

Alcalde

APPROBADA:



Abogado de la Ciudad

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this _____ day of _____, 2012, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 6, 2012; and

WHEREAS, the City of College Station has called for General and Special Elections to be held within the city limits of College Station, Texas, on November 6, 2012; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms to be used and records to be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 6, 2012. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place.
 - B. The securing of locations and facilities where the election is to be conducted.
 - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with Texas Voting Systems, Inc., for election services and supplies.

- E. The Brazos County Clerk will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility as the locations for early voting by personal appearance.
7. The amount to be paid by the City to the County for services rendered by the County in the November 6, 2012, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of College Station will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers. The locations are, the Brazos County Administration Building, Arena Hall, Galilee Baptist Church, Memorial Student Center, and College Station Utilities Meeting and Training facility.
 - 2. One-fifth (1/5) the cost paid to Texas Voting Systems for election services and supplies.
 - 3. Each entity shall fund one-third (1/3) the expenses of the election day polling places within its City limits, when that entity has items appearing on the ballot for that precinct.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. Each entity shall be responsible for any necessary submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act.
10. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
11. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this _____ day of _____, 2012.

BRAZOS COUNTY



Karen McQueen, County Clerk

CITY OF COLLEGE STATION

Nancy Berry, Mayor



Carla Robinson, City Attorney

Attest:

Sherry Mashburn, City Secretary

ACUERDO INTERLOCAL DE GOBIERNO
Elecciones Conjuntas

Este acuerdo se realiza este ____ día del mes de _____ de 2011, por y entre el Condado de Brazos (“el Condado”) y la Ciudad de College Station (“la Ciudad”).

CONSIDERANDO, que el Condado de Brazos celebrará elecciones generales el día martes 6 de noviembre de 2012; y

CONSIDERANDO, que la Ciudad de College Station ha convocado Elecciones Generales y Especiales para realizarlas dentro de los límites de la ciudad de College Station, Texas el día martes 6 de noviembre de 2012; y

CONSIDERANDO, que el Condado de Brazos y la Ciudad de College Station celebrarán elecciones el mismo día; y

CONSIDERANDO que las partes a este acuerdo desean celebrar elecciones conjuntas para que le sea conveniente y costo-efectivo a los votantes de ambas entidades;

AHORA, CONSIDERANDO, SE ACUERDA que el Condado y la Ciudad celebrarán elecciones conjuntas bajo los términos y condiciones siguientes, y que las partes presentes están de acuerdo con dichas condiciones:

1. Que habrá una boleta que contenga todas las nominaciones apropiadas y las propuestas disponibles para los votantes calificados de ambas entidades.
2. Que habrá un grupo fijo de equipo necesario para las votaciones a ser utilizado en los centros de votaciones comunes.
3. Que los formularios de elecciones utilizados y los registros llevados deberán mantenerse de una manera conveniente y adecuada para registrar y reportar los resultados de las elecciones para el Condado y para la Ciudad.
4. Que la tabulación conjunta de los resultados de los distritos se hará de una manera que facilite el escrutinio de los votos de forma independiente para ambas entidades.
5. Que cada entidad será responsable de la preparación, publicación y traducción al idioma español de sus propios documentos denominados Notificación de Elecciones y Orden de Elecciones.
6. Que la implementación, realización y manejo de dichas elecciones será conducida por el Oficial del Condado de Brazos. El Oficial del Condado de Brazos será nombrado, por el presente acuerdo, como el Oficial Encargado de las Elecciones y será el Oficial de la Elecciones Tempranas para ambas entidades, para las elecciones a celebrarse el 6 de noviembre de 2012. La implementación, realización y manejo de las elecciones incluirá, pero no se limitará a lo siguiente:
 - A. Conseguir individuos calificados para servir como jueces de las elecciones para cada centro de votaciones.

- B. Conseguir los sitios y las instalaciones donde se realizarán las elecciones.
 - C. Conseguir los materiales necesarios y requeridos para administrar apropiadamente las elecciones, y la programación y preparación del equipo de votaciones DRE a ser utilizado en las elecciones.
 - D. Conseguir un contrato con la compañía *Texas Voting Systems, Inc.*, para los suministros y servicios necesarios para las elecciones.
 - E. El Oficial del Condado de Brazos será el responsable de conducir las votaciones tempranas en persona y por correo. Los centros de votaciones para las votaciones tempranas en persona serán los siguientes: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], Centro de Estudiantes Memorial [*Memorial Student Center*], y las Instalaciones de Conferencias y de Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
7. La cantidad que la Ciudad le deberá pagar al Condado por servicios ofrecidos por el Condado en las elecciones del 6 de noviembre de 2012, se detalla a continuación:
- A. El Condado de Brazos primero pondrá todos los fondos menos la publicación de la Notificación de Elecciones que deberá hacer cada entidad.
 - B. La Ciudad de College Station le reembolsará al Condado ciertos costos como se detalla a continuación:
 1. Un quinto (1/5) del costo de los empleados contratados para las elecciones tempranas. Los centros de votaciones serán: El Edificio Administrativo del Condado de Brazos [*Brazos County Administration Building*], El Salón Arena [*Arena Hall*], la Iglesia Bautista Galilee [*Galilee Baptist Church*], Centro de Estudiantes Memorial [*Memorial Student Center*], y las Instalaciones de Conferencias y de Capacitación de la Empresa Eléctrica de College Station [*College Station Utilities Meeting and Training facility*].
 2. Un quinto (1/5) del costo pagado a la compañía *Texas Voting Systems* por materiales y servicios.
 3. Cada entidad pondrá los fondos necesarios para cubrir un tercio (1/3) de los gastos de los centros de votaciones el día de las elecciones, dentro de los límites de cada ciudad, cuando la entidad tiene artículos que aparecen en la boleta para dicho distrito.
 4. Un quinto (1/5) del costo de todas las publicaciones de notificaciones conjuntas requeridas.
 5. El costo de dos (2) equipos para votaciones DRE alquilados para ser utilizados en los distritos en los cuales la Ciudad tiene artículos que aparecen en la boleta para ese distrito.

6. Un quinto (1/5) del costo de la Junta de la Boleta de Elecciones Tempranas, de la Estación de Conteo Central, y del supervisor de tabulación y el gerente de procesamiento de datos.
7. La cuota administrativa del 10% como lo es permitido en el Código de Elecciones de Texas basado en el costo por entidad.
8. Si alguna de las cinco entidades gubernamentales que celebrar las elecciones en la fecha de las elecciones uniforme (Condado de Brazos, Ciudad de Bryan, Ciudad de College Station, Bryan ISD, College Station ISD) cancelar todos o parte de sus elecciones, a continuación, la distribución de los gastos por encima se prorratearán en consecuencia.
9. Cada entidad será responsable de cualquier entrega de documentación necesaria al Departamento de Justicia de Los Estados Unidos para la autorización previa, bajo el Acta Federal de los Derechos de Votaciones.
10. Las obligaciones financieras de las partes bajo este acuerdo se pagarán de los ingresos de las partes respectivas.
11. Que los que firman a continuación son representantes debidamente autorizados por los entes reguladores de ambas entidades, y sus firmas representan la adopción y aceptación de los términos y condiciones de este acuerdo.

APROBADO Y ACORDADO este _____ día del mes de _____ de 2012.

CONDADO DE BRAZOS

Karen McQueen, Oficial del Condado

CIUDAD DE COLLEGE STATION

Alcalde

Abogado de la Ciudad

Doy fe:

Secretaria de la Ciudad

NOTICE OF GENERAL AND SPECIAL ELECTION TO
ALL QUALIFIED VOTERS WITHIN THE CITY OF COLLEGE STATION, TEXAS

1. A general and special election will be held on November 6, 2012 for the purpose of electing a City Council Member Place 4, a City Council Member Place 6, and submitting nine (9) propositions to the voters for the following amendments to the City Charter:

AMENDMENT NO. 1

Shall Article X (Initiative, Referendum, Recall), Sections 94 (Recall; General), 95 (Recall Procedure), 96 (Recall Petitions), and 97 (Recall Election) of the College Station City Charter be amended to require grounds for removal of Council Members by recall; provide that such grounds be included in the recall affidavit and in the recall petitions; allow the City Secretary a reasonable time to deliver the recall petition blanks; clarify the City Secretary's role in examining the recall petitions; and amend the number of days allowed for an officer whose removal is sought to resign?

Section 94 Recall; General – Amended to read as follows:

Recall; General

Section 94. Any member of the City Council may be removed from office by recall on grounds of incompetency, official misconduct or malfeasance in office.

A portion of Section 95 Recall Procedure – Amended to read as follows with the remainder of Section 95 to remain unchanged:

Recall Procedure

Section 95. Any elector of the City of College Station may make and file with the City Secretary an affidavit containing the name or names of the officer or officers whose removal is sought and setting out distinctly and specifically the ground or grounds upon which such removal is sought with such certainty as to give each officer sought to be removed notice of the matters and things with which the officer is charged. The City Secretary shall as soon as reasonable deliver to the elector making such affidavit copies of petition blanks demanding such removal. . . .

A portion of Section 96 Recall Petitions – Amended to read as follows with the remainder of Section 96 to remain unchanged:

Recall Petitions

Section 96. The recall petition to be effective must be returned and filed with the City Secretary within thirty (30) days after the filing of the affidavit required in Section 95 of this Article. Each separate petition paper must set out distinctly and specifically the ground or grounds upon which removal is sought and the matters and things with which the officer is charged. . . .

A portion of Section 97 Recall Election – Amended to read as follows with the remainder of Section 97 to remain unchanged:

Recall Election

Section 97. The City Secretary shall within fifteen (15) business days from the date of its filing, examine the recall petition to determine that the petition; sets out distinctly and specifically the ground or grounds upon which removal is sought and the matters and things with which the officer is charged, is signed by a sufficient number of electors, and is in compliance with the procedural requirements of this article of the charter, and if finding the petition sufficient he shall

submit it to the city council at the next regularly scheduled meeting with his certificate to that effect and notify the officer sought to be recalled of such action. If the officer whose removal is sought does not resign within seven (7) calendar days after such notice the city council shall thereupon order and fix a date for holding a recall election. . . .

AMENDMENT NO. 2

Shall Article III (The City Council), Section 21 (Vacancies) of the College Station City Charter be amended to authorize a process to be followed to call an election in the event of a vacancy in the office of Mayor and in the event of a vacancy in the office of Mayor and all Council Members?

Section 21 Vacancies – Amended to read as follows:

Vacancies

Section 21. A vacancy in the City Council shall be filled by a special election which shall be called within thirty (30) days of the occurrence of such vacancy. If any such vacancy shall occur within ninety (90) days preceding a general election, then no special election shall be called; provided, however, that the unexpired term shall be filled at the next general election. In the event the Mayor is unable to order the election for any reason, the remaining members of the City Council are authorized and directed to order the election and perform all other required actions incident to the election. In the event of vacancies in the offices of Mayor and all members of the City Council for any reason, the following persons, in the order prescribed, are authorized and directed to order the election and perform all other required actions incident to the election:

1. City Manager
2. City Secretary
3. City Attorney
4. Presiding Judge of the Municipal Court

AMENDMENT NO. 3

Shall Article X (Initiative, Referendum, Recall), Section 83 (Power of Initiative) and Section 84 (Power of Referendum) be amended to clarify exceptions to the power of initiative and exceptions to the power of referendum, to extend the number of days in which an ordinance is subject to referendum from twenty (20) days to thirty (30) days, to extend the number of days allowed the City Secretary to examine the petitions from ten (10) days to fifteen (15) days, and to provide that the number of days specified to examine the petitions are business days?

Section 83 Power of Initiative – Amended to read as follows:

Power of Initiative

Section 83. The electors shall have power to propose any ordinance, except land use ordinances including but not limited to zoning or rezoning property; or ordinances appropriating money, authorizing the issuance of bonds, or authorizing the levy of taxes, and to adopt or reject the same at the polls, such power being known as the initiative. Any initiative ordinance may be submitted to the City Council by a petition signed by qualified electors of the City equal in number to at least twenty-five (25) percent of the number of votes cast at the last regular municipal election.

Section 84 Power of Referendum – Amended to read as follows:

Power of Referendum

Section 84. The electors shall have power to approve or reject at the polls any ordinance passed by the City Council, or submitted by the City Council to a vote of the electors, such power being known as the referendum, except in the case of land use ordinances including but not limited to zoning or rezoning property; or ordinances appropriating money, authorizing the issuance of bonds, or making the annual tax levy. Ordinances submitted to the City Council by initiative petition and passed by the City Council without charge shall be subject to the referendum in the same manner as other ordinances. Within thirty (30) days after the enactment by the City Council of any ordinance which is subject to a referendum, a petition signed by qualified electors of the city equal in number to at least twenty-five (25) percent of the number of votes cast at the last preceding regular municipal election may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the electors.

A portion of Section 87 Amendment of Petitions – Amended to read as follows with the remainder of Section 87 to remain unchanged:

Amendment of Petitions

Section 87. An initiative or referendum petition may be amended at any time within fifteen (15) business days after the notification of insufficiency has been sent by the City Secretary, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. . . .

AMENDMENT NO. 4

Shall Article XII (General Provisions), Section 118 (Oath of Office) of the College Station City Charter be repealed and a new section added to Article IX (Nominations & Elections), providing for an oath of office?

Section 118 Oath of Office – Repealed and replaced as follows:

Oath of Office

Oath of Office

Every officer of the City shall, before entering upon the duties of their office, take and subscribe to an oath or affirmation, similar to that required by the Texas Constitution for state officers, before entering upon the duties of the office.

The oath or affirmation shall be in a form provided by the City Secretary, shall be given before a person authorized to administer oaths, and shall be filed and kept in the office of the City Secretary.

AMENDMENT NO. 5

Shall a provision be added to Article XII (General Provisions) of the College Station City Charter to define business day and calendar day and the charter amended throughout to specify when business day applies and when calendar day applies?

A new provision added to Article XII General Provisions – To read as follows:

Calendar Day and Business Day

“Business day” as used in this Charter means Monday through Friday, except for federal or State

of Texas holidays. "Calendar day" as used in this Charter means a 24-hour period (midnight to midnight) as denoted on the calendar. Any reference in the Charter to "day" without specifying calendar day or business day shall mean calendar day unless otherwise expressly provided in this charter.

A portion of Section 59 Estimated Expenditures Shall Not Exceed Estimated Resources – Amended to read as follows with the remainder of Section 59 to remain unchanged:

Estimated Expenditures Shall Not Exceed Estimated Resources

Section 59. The total estimated expenditures of the general fund and debt fund shall not exceed the total estimated resources of each fund.

The City Council may by ordinance amend the budget during a fiscal year if one of the following conditions exists:

1. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council, by ordinance, may make supplemental appropriations for the year up to the amount of such excess. Before approval, the Council shall hold a public hearing on the proposed budget amendment. A notice of the time and place of a public hearing on the supplemental appropriation shall be published in the official newspaper of the City of College Station. The notice shall be placed in the newspaper at least five (5) business days before the date of the hearing.

A portion of Section 84 Power of Referendum – Amended to read as follows with the remainder of Section 84 to remain unchanged:

Power of Referendum

Section 84. . . .Within twenty (20) calendar days after the enactment by the City Council of any ordinance which is subject to a referendum, a petition signed by qualified electors of the city equal in number to at least twenty-five (25) percent of the number of votes cast at the last preceding regular municipal election may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the electors.

A portion of Section 86 Filing; Examination and Certification of Petitions – Amended to read as follows with the remainder of Section 86 to remain unchanged:

Filing; Examination and Certification of Petitions

Section 86. All petition papers comprising an initiative or referendum petition shall be assembled and filed with the City Secretary as one instrument. Within ten (10) business days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition is signed by a sufficient number of qualified electors. . . .

A portion of Section 87 Amendment of Petitions – Amended to read as follows with the remainder of Section 87 to remain unchanged:

Amendment of Petitions

Section 87. . . .The City Secretary shall, within five (5) business days after such an amendment is filed, make examination of the amended petition and, if the petition be still insufficient, he shall file his certificate to that effect in his office and notify the committee of petitioners of his findings, and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

A portion of Section 89 Consideration by City Council – Amended to read as follows with the remainder of Section 89 to remain unchanged:

Consideration by City Council

Section 89. . . .The City Council shall take final action on the ordinance not later than sixty (60) calendar days after the date on which such ordinance was submitted by the City Secretary. A referred ordinance shall be reconsidered by the City Council and its final vote upon such reconsideration shall be upon the question. “Shall the ordinance specified in the referendum petition be repealed?”

A portion of Section 96 Recall Petitions – Amended to read as follows with the remainder of Section 96 to remain unchanged:

Recall Petitions

Section 96. The recall petition to be effective must be returned and filed with the City Secretary within thirty (30) calendar days after the filing of the affidavit required in Section 95 of this Article. . . .

AMENDMENT NO. 6

Shall Article X (Franchises & Public Utilities), Section 104 (Procedure) of the College Station City Charter be amended to require two (2) readings of the franchise ordinance to be read for passage?

A portion of Section 104 Procedure – Amended to read as follows with the remainder of Section 104 to remain unchanged:

Procedure

Section 104. The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at two (2) separate regular meetings of the City Council. No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council, and such ordinance shall not take effect until sixty (60) days after its adoption on its second and final reading; provided, however, that if at any time before such ordinance shall finally take effect a petition shall be presented to the City Council signed by not less than forty (40) percent of the bona fide qualified voters of the City, then the City Council shall submit the question of the granting of such franchise to a vote of the qualified voters of the City at the next succeeding general election to be held in the City, provided that notice thereof shall be published in at least ten (10) successive issues of the official newspaper of the City of College Station prior to the holding of such election. . . .

AMENDMENT NO. 7

Shall the College Station City Charter be amended to provide for the update and modernization of Article XI (Franchises & Public Utilities)?

A portion of Section 102 Control Over and Powers With Reference to City Property – Amended to read as follows with the remainder of Section 102 to remain unchanged:

Control Over and Powers With Reference to City Property

Section 102. . . .The City of College Station shall have the power, subject to the terms and provisions hereof, by ordinance to confer upon any person or corporation, the franchise or right to use the property of the city, as defined in the preceding paragraph, for the purpose of furnishing to the public any general public service whereby a general service is to be furnished to the public for compensation or hire, to be paid to the franchise holder, whereby a right to use the streets, highways or other property of the City is necessary or proper; and generally to fix and

regulate the rates, tolls and charges of all public utilities of every kind operating within the corporate limits of the City of College Station consistent with state law.

Section 103 Limitations – Amended to read as follows:

Limitations

Section 103. No exclusive franchise or privilege shall ever be granted; nor a franchise, nor a privilege to commence at any time after six (6) months subsequent to the taking effect of the ordinance granting the same; and no franchise shall be directly or indirectly extended beyond the term originally fixed by the ordinance granting the same, except as provided by the terms of this charter.

A portion of Section 105 Terms and Conditions - Amended to read as follows with the remainder of Section 105 to remain unchanged:

Term and Conditions

Section 105. No determinate or fixed-term franchise shall ever be granted for a longer term than twenty-five (25) years; nor shall any right, privilege or franchise now in existence be extended beyond the period now fixed for its termination, directly or indirectly, or through any means whatsoever, and any ordinance in violation or evasion of this prohibition shall be absolutely void; provided, however, that any corporation, person or association of persons now holding any franchise under any charter, charters or ordinances of the City of College Station may, with the consent of the city council surrender such franchise or franchises, subject to the provisions of the City Charter then in force. No holder of a franchise heretofore or hereafter granted shall have a right (unless such right is granted in the franchise) to transfer or assign its properties and franchise to any other person, firm or corporation without the consent of the city council by ordinance, and such consent when given shall not operate as the granting of a franchise or as a new franchise. . . .

All public utility franchises in the City of College Station shall be held whether expressed in the ordinance or not, subject to the right of the city, each of the following being a condition

- (7) To fix and regulate the price and rates for the service to be performed under the franchise as may be permitted by state law. . . .

Section 106 Utility Rates and Charges – Amended to read as follows:

Utility Rates and Charges

Section 106. Consistent with state law, the City Council shall have the power by ordinance to fix and regulate the price, rates, tolls and charges of all public utilities of every kind operating within the corporate limits of the City of College Station that are subject to this Article.

Section 113 Franchise Records – Amended to read as follows:

Franchise Records

Section 113. The City shall maintain a public record of public utility franchises.

AMENDMENT NO. 8

Shall the language in Article XII (General Provisions), Section 115 (Personal Interest) of the College Station City Charter be replaced with language providing that members of City Council and any officer or employee of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171?

Section 115 Personal Interest – Amended to read as follows:

Personal Interest

Section 115. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

AMENDMENT NO. 9

Shall the College Station City Charter be amended to add a provision to Article XII (General Provisions) of the charter providing that the charter is to be gender neutral and amended throughout to make the charter language gender neutral; to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure; to make non-substantive changes to clarify the meaning of various charter provisions; to conform to requirements and/or provisions of current state law and/or federal law; and to remove charter language that is obsolete?

A new provision added to Article XII General Provisions - To read as follows:

Gender Neutrality

The wording of this Charter should be regarded as and is intended to be gender neutral.

A portion of Section 7 Extension of City Limits by the City Council – Amended to read as follows with the remainder of Section 7 to remain unchanged:

Extension of City Limits by the City Council

Section 7. The City Council shall have the power to fix, by ordinance, the boundary limits of the City of College Station, and to provide for the extension of such boundary limits and the annexation of additional territory lying adjacent to the City, with or without the consent of the inhabitants of such area to be annexed, in accordance with applicable state annexation laws. The City Council shall have the power to detach, by ordinance, any territory, with or without the consent of the inhabitants of such area to be detached, in accordance with applicable state annexation laws. . . .

Section 8 Eminent Domain – Amended to read as follows:

Eminent Domain

Section 8. The City shall have the full right, power and authority to exercise the power of eminent domain when necessary or desirable to carry out any of the power conferred upon it by this charter or by the constitution or laws of the State of Texas. The City may also exercise the power of eminent domain in any other manner now or hereafter authorized or permitted by the constitution and laws of this state, or in the manner and form that may be provided by ordinance of the governing body of the City. The power of eminent domain hereby conferred shall include the right of the City to take the fee in the lands so condemned and such power and authority shall include the right to condemn public property for such purposes. The City shall have and possess this power of condemnation of property within or without the corporate limits for any municipal or public purpose, even though not specifically enumerated herein or in this charter.

Section 17 Number, Selection, Term – Amended to read as follows:

Number, Selection, Term

Section 17. The City Council shall be composed of the Mayor and six (6) Councilmembers and be known as the “City Council of the City of College Station.”

- (a) The Mayor and other members of the City Council shall be elected from the City at large.

- (b) The Mayor shall be the presiding officer of the City Council and shall be recognized as the head of the City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor shall be entitled to vote on all matters under consideration by the City Council.
- (c) Each Councilmember, unless sooner removed under the provisions of this Charter, shall serve for a term of three (3) years, beginning with the first meeting of the Council following the Councilmember's election, and ending with the first meeting of the Council three (3) years later, or until the Councilmember's successor has been elected and duly qualified. The Mayor, unless sooner removed under the provisions of this Charter, shall serve for a term of three (3) years, beginning with the first meeting of the Council following the Mayor's election and ending with the first meeting of the Council three (3) years later, or until the Mayor's successor has been elected and duly qualified.
- (d) No person shall be deemed elected to an office unless that person receives a majority of all the votes cast for such office. The Council shall, upon declaring the official results of the election, order a run-off election for each office to which no one was elected. In the run-off election, the two candidates who received, in the preceding election, the highest number of votes for each office to which no one was elected, shall be voted on again by the qualified voters, and the candidate who receives the majority of the votes cast for such office in the run-off election shall be elected to such office.
- (e) Beginning in 1999, there shall be no limit to the total number of terms served by the Mayor or Councilmembers. However, no person shall be eligible to be elected to serve in the capacity of the Councilmembers for consecutive regular terms totaling more than six (6) years; nor shall any person be eligible to be elected to serve in the capacity of Mayor for consecutive regular terms totaling more than six (6) years.

Section 18 Qualifications – Amended to read as follows:

Qualifications

Section 18. The Mayor and Councilmembers shall be citizens of the United States and qualified voters of the State of Texas; shall have resided for at least one (1) year next preceding the election, at which they are candidates, within the corporate limits of the City of College Station; and shall not be disqualified by reason of any provision of any other section of this Charter. A member of the City Council ceasing to possess any of the qualifications specified in this section, or any other section of this Charter, or convicted of a felony while in office, or who is absent from three (3) consecutive regular Council meetings without consent of the Council, shall immediately forfeit the office of Mayor or Councilmember.

A portion of Section 20 Presiding Officer; Mayor – Amended to read as follows with the remainder of Section 20 to remain unchanged:

Presiding Officer; Mayor

Section 20. . . .The Mayor shall be entitled to vote upon all matters considered by the City Council, but shall have no veto power. The City Council shall elect a Mayor Pro Tem from its membership who shall act as Mayor during the absence or disability of the Mayor.

Section 21 Vacancies – Amended to read as follows:

Vacancies

Section 21. A vacancy in the City Council shall be filled by a special election which shall be called in accordance with state law. If any such vacancy shall occur within ninety (90) days

preceding a general election, then no special election shall be called; provided, however, that the unexpired term shall be filled at the next general election. No such election shall be held sooner than thirty (30) days from the date it is called.

Section 23 Appointment and Removal of City Manager – Amended to read as follows:

Appointment and Removal of City Manager

Section 23. The City Council shall appoint an officer of the City who shall have the title of City Manager and serve at the pleasure of the Council. The City Manager shall have the powers and perform the duties set forth in this charter. No Councilmember shall be appointed to serve as City Manager during the term for which the Councilmember shall have been elected, nor within one year after the expiration of the Councilmember's term.

The salary of the City Manager shall be fixed by the City Council. If the City Manager is removed at any time after six (6) months following appointment, the City Manager may demand written charges and a public hearing thereon before the City Council prior to the date on which final removal from office shall take effect, but pending such hearing the City Council may suspend the City Manager from office. The action of the City Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the City Council.

Section 24 Council Not to Interfere In Appointments or Removals – Amended to read as follows:

Council Not to Interfere In Appointments or Removals

Section 24. Neither the City Council nor any of its members shall direct the appointment or removal of any person from office by the City Manager or by any of the City Manager's subordinates; provided, however, that the appointment or dismissal of department heads shall be subject to the approval of the City Council. Except for the purpose of inquiry in accordance with Section 36 of this charter, the City Council and its members shall deal with the administrative service solely through the City Manager, and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately.

Section 26 Administrative Departments – Amended to read as follows:

Administrative Departments

Section 26. There are hereby created the following administrative departments: Finance, Police, Fire and Public Works. The City Council may, upon the advice of the City Manager, consolidate into one department not more than two of the departments hereby established; and by ordinance may create, change and abolish offices, departments or agencies other than the offices, departments and agencies established by this Charter.

A portion of Section 27 City Secretary – Amended to read as follows with the remainder of Section 27 to remain unchanged:

City Secretary

Section 27. . . . The City Secretary or Assistant City Secretary shall give notice of Council meetings, shall keep a journal of its proceedings, shall record in full in a book or books kept and indexed for that purpose all ordinances and resolutions which are then authenticated by the signature of either the City Secretary or the Assistant City Secretary. The City Secretary shall also perform such other duties provided in the Charter and assigned by the City Council.

The City Secretary shall have the power to appoint an assistant or assistants, if deemed necessary by the City Secretary, subject to the approval of and at such compensation as may be fixed by the City Council. Such assistant or assistants may be removed from office by the City Secretary.

A portion of Section 29 City Attorney – Amended to read as follows with the remainder of Section 29 to remain unchanged:

City Attorney

Section 29. . . . The City Attorney shall represent the City in all litigation. The City Attorney shall be the legal advisor of and attorney and counsel for the City and all officers and departments thereof.

The City Attorney shall have power to appoint an assistant or assistants, if the City Attorney deems necessary, subject to the approval of and at such compensation as may be fixed by the City Council; and such assistant or assistants may be removed from office by the City Attorney.

A portion of Section 30 City Internal Auditor – Amended to read as follows with the remainder of Section 30 to remain unchanged:

City Internal Auditor

Section 30. . . . The City Internal Auditor shall carry out the audit functions and shall perform such other duties assigned by the City Council. The City Council may also enter into a contract for the duties of City Internal Auditor, to be carried out by an outside firm, if it so chooses.

The City Internal Auditor shall have the power to appoint an assistant or assistants, if they deem necessary, subject to the approval of and at such compensation as may be fixed by the City Council; and such assistant or assistants may be removed from office by the City Internal Auditor.

A portion of Section 35 Procedure for Passage of Ordinances – Amended to read as follows with the remainder of Section 35 to remain unchanged:

Procedure for Passage of Ordinances

Section 35. . . . The City Secretary shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the Charter, and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance; provided, however, that the provisions of this section shall not apply to the correction, amendment, revision and codification of the ordinances of the City for publication in book or pamphlet form. . . .

Section 38 Housing Authority – Amended to read as follows:

Housing Authority

Section 38. The City Council may create a housing authority of such number and terms of members and may delegate to that authority such powers relating to the planning, construction, reconstruction, alteration, repair, maintenance or operation of housing projects and housing accommodations consistent with state law.

Section 40 Qualifications – Amended to read as follows:

Qualifications

Section 40. The City Manager shall be chosen by the City Council solely on the basis of the prospective City Manager's executive and administrative qualifications with special reference to the applicant's actual experience, knowledge, and accepted practice in respect to the duties of the City Manager's office as hereinafter set forth. At the time of appointment the City Manager

need not be a resident of the City or State, but during tenure as the City Manager, the new City Manager must establish residence within the City.

A portion of Section 41 Powers and Duties – Amended to read as follows with the remainder of Section 41 to remain unchanged::

Powers and Duties

Section 41. The City Manager shall be the chief executive officer and the head of the administrative branch of the city government and shall be responsible to the City Council for the proper administration of all affairs of the City. To that end the City Manager shall have power and shall be required to:

- (1) Appoint and, when necessary for the good of the service, remove all officers and employees of the City except as otherwise provided by this Charter and except as the City Manager may authorize the head of a department to appoint and remove subordinates in such department. . . .
- (5) Perform such other duties as may be prescribed by this Charter or required by the City Council.

A portion of Section 42 Absence if City Manager – Amended to read as follows with the remainder of Section 42 to remain unchanged:

Absence of City Manager

Section 42. To perform the City Manager’s duties during the City Manager’s temporary leave of absence or disability, the Mayor may designate by letter filed with the City Secretary a qualified administrative officer of the City to serve for the City Manager. . . .

A portion of Section 43 Director of Departments – Amended to read as follows with the remainder of Section 43 to remain unchanged:

Director of Departments

Section 43. At the head of each administrative department there shall be a director who shall be an officer of the City and shall have supervision and control of the department subject to the City Manager. . . .

Section 55 Effective Date of Budget; Certification; Copies Made Available – Amended to read as follows:

Effective Date of Budget; Certification; Copies Made Available

Section 55. Upon final adoption, the budget shall be filed with the City Secretary and such other officials as may be designated by state law. The final budget shall be printed, or otherwise reproduced, and a reasonable number of copies shall be made available for the use of all offices, departments and agencies, and for the use of interested persons and civic organizations.

A portion of Section 58 Contingent Appropriation – Amended to read as follows with the remainder of Section 58 to remain unchanged:

Contingent Appropriation

Section 58. Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget expenditure, to be used in case of unforeseen items of expenditures. Such contingent appropriation shall be under the control of, and distributed by, the City Manager, after approval by the City Council. . . .

A portion of Section 59 Estimated Expenditures Shall Not Exceed Estimated Resources – Amended to read as follows with the remainder of Section 59 to remain unchanged:
Estimated Expenditures Shall Not Exceed Estimated Resources

Section 59. The total estimated expenditures of the general fund and debt fund shall not exceed the total estimated resources of each fund.

The City Council may by ordinance amend the budget during a fiscal year if one of the following conditions exists

3. If at any time during the fiscal year it appears probable to the City Manager that the revenues or fund balances available will be insufficient to meet the amounts appropriated, the City Manager shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or reduce any deficit and for that purpose it may by ordinance reduce one or more appropriations.

Section 77 Municipal Elections – Amended to read as follows:

Municipal Elections

Section 77. Regular municipal elections shall be held on a uniform election date set out in state law. Special elections shall be ordered in compliance with applicable state law.

Section 79 How to Get Name on Ballot – Amended to read as follows:

How to Get Name on Ballot

Section 79. Any qualified person who desires to become a candidate in a general election to a place on the City Council, shall file with the City Secretary an application for that person's name to appear on the ballot in accordance with the Texas Election Code. Such application shall clearly designate the place on the Council to which the candidate seeks election. The application must also contain the candidate's sworn statement of compliance with the qualifications for holding the office sought under the laws of Texas and the provisions of the Charter.

Section 80 Official Ballots – Amended to read as follows:

Official Ballots

Section 80. The full names of all candidates for the city council as hereinbefore provided, except such as may have withdrawn, died or become ineligible, shall be printed on the official ballot without party designation. If two candidates with the same surnames, or with names so similar as to be likely to cause confusion, are nominated, the addresses of their places of residence shall be placed with their names on the ballot. The order of the names on the ballot shall be determined by lot.

Section 81 Laws Governing City Elections – Amended to read as follows:

Laws Governing City Elections

Section 81. All City elections shall be governed by the constitution of the State of Texas, general laws of the state, this charter, and ordinances of the City, in the order named

Section 82 Canvassing Election – Amended to read as follows:

Canvassing Election

Section 82. Returns of elections, general and special, shall be made by the election officers to the City Council on any date permitted by the Texas Election Code, at which time the City Council shall canvass the returns and declare the results of the election.

A portion of Section 83 Power of Initiative – Amended to read as follows with the remainder of Section 83 to remain unchanged:

Power of Initiative

Section 83. . . . Any initiative ordinance may be submitted to the City Council by a petition signed by qualified electors of the City equal in number to at least twenty-five (25) percent of the number of voters voting at the last regular municipal election.

A portion of Section 84 Power of Referendum – Amended to read as follows with the remainder of Section 84 to remain unchanged:

Power of Referendum

Section 84. . . . Within twenty (20) days after the enactment by the City Council of any ordinance which is subject to a referendum, a petition signed by qualified electors of the city equal in number to at least twenty-five (25) percent of the number of voters voting at the last preceding regular municipal election may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the electors.

Section 85 Form of Petitions; Committee of Petitioners – Amended to read as follows:

Form of Petitions; Committee of Petitioners

Section 85. Initiative petition papers shall contain the full text of the proposed ordinance. The signatures to initiative or referendum petitions need not all be appended to one paper, but to each separate petition there shall be attached a statement of the circulator thereof as provided by this section. Any initiative petition paper shall include each petitioner's signature in ink or indelible pencil and shall indicate after each petitioner's signature the petitioner's place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. Attached to each separate petition paper there shall be an affidavit of the circulator thereof that the circulator, and only the circulator, personally circulated the foregoing paper, that it bears a stated number of signatures, that all signatures appended thereto were made in the circulator's presence, and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.

A portion of Section 86 Filing; Examination and Certification of Petitions – Amended to read as follows with the remainder of Section 86 to remain unchanged:

Filing; Examination and Certification of Petitions

Section 86. . . . If a petition paper is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. If a petition paper is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After the City Secretary has completed the examination of the petition, the City Secretary shall certify the result thereof to the city council at its next regular meeting. If the City Secretary certifies that the petition is insufficient, the City Secretary shall set forth in the certificate of insufficiency the particulars in which the petition is defective and shall at once notify the committee of the petitioners of the findings.

A portion of Section 87 Amendment of Petitions – Amended to read as follows with the remainder of Section 87 to remain unchanged:

Amendment of Petitions

Section 87. . . . The City Secretary shall, within five (5) days after such an amendment is filed, make examination of the amended petition and, if the petition be still insufficient, the City Secretary shall file a certificate to that effect in the City Secretary's office and notify the committee of petitioners of the findings. No further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Section 90 Submission to Electors – Amended to read as follows:

Submission to Electors

Section 90. If the City Council shall fail to pass an ordinance proposed by the initiative petition, or shall pass it in a form different from that set forth in the petition therefor; or if the City Council fails to repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors at an election to be held on the next uniform election date authorized by state law for municipal elections.

A portion of Section 91 Form of Ballot for Initiated and referred Ordinances – Amended to read as follows with the remainder of Section 91 to remain unchanged:

Form of Ballot for Initiated and Referred Ordinances

Section 91. . . . The ballot title may be different from the legal title of any such initiated or referred ordinance and shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance; and if a paper ballot, shall have to the left of the ballot title the following propositions, one above the other in the order indicated: "FOR" and "AGAINST" and shall otherwise comply with state law. Any number of ordinances may be voted on at the same election and may be submitted on the same ballot, but any paper ballot used for voting thereon shall be for that purpose only. If voting machines are used, the ballot title of any ordinance shall have to the left of the same two propositions, one above the other or one preceding the other in the order indicated, and the elector shall be given an opportunity to vote for either of the two propositions and thereby to vote for or against the ordinance.

A portion of Section 95 Recall Procedures – Amended to read as follows with the remainder of Section 95 to remain unchanged:

Recall Procedure

Section 95. . . . The City Secretary shall keep a sufficient number of such printed petition blanks on hand for distribution. Such blanks when issued by the City Secretary shall bear the signature of that officer and be addressed to the City Council, and shall be numbered, dated and indicate the name of the person to whom issued. The petition blanks when issued shall also indicate the number of such blanks issued and the name of the officer whose removal is sought. The City Secretary shall enter in a record to be kept in the City Secretary's office the name of the elector to whom the petition blanks were issued and the number issued to said person.

Section 97 Recall Election – Amended to read as follows:

Recall Election

Section 97. The City Secretary shall at once examine the recall petition and if the City Secretary finds it sufficient and in compliance with the provisions of this article of the charter, the City Secretary shall within five (5) days submit it to the city council with the City Secretary's certificate to that effect and notify the officer sought to be recalled of such action. If the officer whose removal is sought does not resign within five (5) days after such notice the city council shall thereupon order and fix a date for holding a recall election to be held on the next uniform election date authorized by state law for municipal elections.

A portion of Section 98 Ballots in Recall Election – Amended to read as follows with the remainder of Section 98 to remain unchanged:

Ballots in Recall Election

Section 98. Ballots used at recall elections shall conform to the following requirements. . . .

- (2) Immediately to the left of such question there shall be printed the two following responses, one above the other, in the order indicated:

“FOR”

“AGAINST”

Section 99 Results of Recall Election – Amended to read as follows:

Results of Recall Election

Section 99. If a majority of the votes cast at a recall election shall be against the recall of the officer named on the ballot, that officer shall continue in office for the remainder of that officer’s unexpired term, subject to recall as before. If a majority of the votes cast at such an election be for the recall of the officer named on the ballot, that officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled as in other vacancies.

Section 100 Limitations on Recall – Amended to read as follows:

Limitations on Recalls

Section 100. No recall petition shall be filed against a Councilmember within six (6) months after the Councilmember takes office, nor in respect to an officer subjected to a recall election and not removed thereby, until at least six (6) months after such election.

A portion of Section 104 Procedure – Amended to read as follows with the remainder of Section 104 to remain unchanged:

Procedure

Section 104. . . . No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council, and such ordinance shall not take effect until sixty (60) days after its adoption on its third and final reading; provided, however, that if at any time before such ordinance shall finally take effect a petition shall be presented to the City Council signed by not less than ten (10) percent of the registered voters of the City, then the City Council shall submit the question of the granting of such franchise to a vote of the qualified voters of the City at the next uniform election date prescribed by state law that allows sufficient time to comply with other requirements of law, provided that notice thereof shall be published in at least twenty (20) successive issues of the official newspaper of the City of College Station prior to the holding of such election. The ballot shall briefly describe the franchise to be voted on and the terms thereof and contain the words, “For”, and “Against” to the left of the language and shall otherwise comply with state law. The vote shall be canvassed by the City Council, and should it result that a majority of those voting thereon cast their votes “For” the granting of a franchise, then by order entered in its minutes, the City Council shall so declare and such franchise shall at once take effect. But should a majority of the votes be cast “Against” granting a franchise, then the City Council by order entered in its minutes shall so declare and such franchise shall not take effect. In case a franchise is refused by the City Council, then the matter may be submitted to the qualified voters on petition and an election held under the procedures, as hereinbefore provided. A failure of the City Council to finally pass on an application within six (6) months after the filing of such application shall be construed as a refusal. The City Council in passing an ordinance granting a franchise may provide therein that it shall not take effect until the same

shall have been submitted to and approved by a majority of the qualified voters voting therein at a general election. All expenses of publication as it relates to this section be borne by the petitioner, who shall make a deposit in advance to cover the estimated cost of publication, the amount of the deposit to be determined by the City Manager.

Section 117 Relatives of Officers Shall Not be Appointed or Employed – Amended to read as follows:

Relatives of Officers Shall Not be Appointed or Employed

Section 117. No person related within the second degree of affinity, or within the third degree of consanguinity, to members of the City Council or the City Manager shall be appointed or employed to any office, position or service in the City.

Section 119 Notice of Injury or Damage – Amended to read as follows:

Notice of Injury or Damage

Section 119. The City shall never be liable for any personal injury, whether resulting in death or not, unless the person(s) injured, or someone in behalf of the injured or deceased person(s), or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall file a notice in writing with the City Secretary within ninety (90) days after the same has occurred, stating specifically in such notice when, where and how the exact injury occurred, the full extent of the injury, the amount of damages claimed or asserted, and a list of persons, if known, who witnessed the injury. The City shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged, or someone in behalf of the person whose personal property has been injured or damaged, shall file a claim in writing with the City Secretary within ninety (90) days after said damage or injury occurred, stating specifically when, where and how the damage or injury was sustained. The person giving notice under this Section shall subscribe that person's name to the notice under oath that the statements and facts contained in said notice are true and correct.

2. The ballots will include the following propositions:

PROPOSITION NO. 1

FOR/AGAINST Shall Article X (Initiative, Referendum, Recall), Sections 94 (Recall; General), 95 (Recall Procedure), 96 (Recall Petitions), and 97 (Recall Election) of the College Station City Charter be amended to require grounds for removal of Council Members by recall; provide that such grounds be included in the recall affidavit and in the recall petitions; allow the City Secretary a reasonable time to deliver the recall petition blanks; require that recall petitions be signed by qualified electors who actually voted in the election in which the person being proposed for recall was elected; clarify the City Secretary's role in examining the recall petitions; and amend the number of days allowed for an officer whose removal is sought to resign?
FISCAL IMPACT: NONE

PROPOSITION NO. 2

FOR/AGAINST Shall Article III (The City Council), Section 21 (Vacancies) of the

College Station City Charter be amended to authorize a process to be followed to call an election in the event of a vacancy in the office of Mayor and in the event of a vacancy in the office of Mayor and all Council Members?

FISCAL IMPACT: NONE

PROPOSITION NO. 3

FOR/AGAINST

Shall Article X (Initiative, Referendum, Recall), Section 83 (Power of Initiative) and Section 84 (Power of Referendum) be amended to clarify exceptions to the power of initiative and exceptions to the power of referendum, to extend the number of days in which an ordinance is subject to referendum from twenty (20) days to thirty (30) days, to extend the number of days allowed the City Secretary to examine the petitions from ten (10) days to fifteen (15) days, and to provide that the number of days specified to examine the petitions are business days?

FISCAL IMPACT: NONE

PROPOSITION NO. 4

FOR/AGAINST

Shall Article XII (General Provisions), Section 118 (Oath of Office) of the College Station City Charter be repealed and a new section added to Article IX (Nominations & Elections), providing for an oath of office?

FISCAL IMPACT: NONE

PROPOSITION NO. 5

FOR/AGAINST

Shall a provision be added to Article XII (General Provisions) of the College Station City Charter to define business day and calendar day and the charter amended throughout to specify when business day applies and when calendar day applies?

FISCAL IMPACT: NONE

PROPOSITION NO. 6

FOR/AGAINST

Shall Article X (Franchises & Public Utilities), Section 104 (Procedure) of the College Station City Charter be amended to require two (2) readings of the franchise ordinance to be read for passage?

FISCAL IMPACT: NONE

PROPOSITION NO. 7

FOR/AGAINST

Shall the College Station City Charter be amended to provide for the update and modernization of Article XI (Franchises & Public Utilities)?

FISCAL IMPACT: NONE

PROPOSITION NO. 8

FOR/AGAINST

Shall the language in Article XII (General Provisions), Section 115 (Personal Interest) of the College Station City Charter be replaced with language providing that members of City Council and any officer or employee of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171?

FISCAL IMPACT: NONE

PROPOSITION NO. 9

FOR/AGAINST

Shall the College Station City Charter be amended to add a provision to Article XII (General Provisions) of the charter providing that the charter is to be gender neutral and amended throughout to make the charter language gender neutral; to correct non-substantive errors such as misspellings, punctuation, grammar and sentence structure; to make non-substantive changes to clarify the meaning of various charter provisions; to conform to requirements and/or provisions of current state law and/or federal law; and to remove charter language that is obsolete?

FISCAL IMPACT: NONE

3. The polling locations for each precinct are as follows:

PRECINCT NO.	POLLING PLACE LOCATION
8	Parkway Baptist Church 1501 Southwest Parkway College Station, Texas
9	Justice of the Peace, Pct. 3 Office 1500 George Bush Drive College Station, Texas
10, 80	Living Hope Baptist Church 4170 State Highway 6, South College Station, Texas
20	Memorial Student Center (MSC), Room 526 Texas A&M Campus, Joe Routh Blvd. College Station, Texas
21	Cavitt Church of Christ 3200 Cavitt Avenue Bryan, Texas
24, 53, 58	College Hills Elementary School 1101 Williams College Station, Texas
31	Larry J. Ringer Library 1818 Harvey Mitchell Parkway College Station, Texas

33, 49, 72, 74,	Lincoln Center 1000 Eleanor College Station, Texas
34	College Station City Hall 1101 Texas Avenue College Station, Texas
35	College Station ISD Administration Building 1812 Welsh College Station, Texas
39	St. Francis Episcopal Church 1101 Rock Prairie Road College Station, Texas
40	Aldersgate Methodist Church 2201 Earl Rudder Freeway College Station, Texas
41	Christ United Methodist Church 4201 State Highway 6, South College Station, Texas
65, 69, 71	Wellborn Community Center 4119 W. Greens Prairie Road College Station, Texas
68	Peach Creek Community Center 2216 Peach Creek Road College Station, Texas

5. The polls will be open from 7:00 a.m. to 7:00 p.m. on election day.

6. Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special election shall be October 22 through November 2, 2012. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the County Clerk. She shall determine the number of election workers to be hired and arrange for training of all election workers. Early voting by personal appearance for the general and special election shall be conducted jointly at the locations and on the following dates and times specified by the Brazos County Clerk:

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas

Arena Hall – 2906 Tabor Road, Bryan, Texas

Galilee Baptist Church – 804 N. Logan, Bryan, Texas

College Station Utilities Meeting & Training Facility – 1603 Graham Rod, College Station, Texas

Memorial Student Center – Room 526, A&M Campus, Joe Routt Blvd., College Station, Texas

October 22 – October 26

8:00 am – 5:00 pm

Monday – Friday

October 27
Saturday 8:00 am – 8:00 pm

October 28
Sunday 10:00 am – 3:00 pm

October 29 – November 2
Monday – Friday 8:00 am – 8:00 pm

Requests for application to vote by mail can be made by contacting the Early Voting Clerk at the following address: Jaime Hines, Brazos County Clerk's office, 300 E. 26th Street Suite 120, Bryan, Texas 77803

/s/ Sherry Mashburn
City Secretary

NOTIFICACIÓN DE ELECCIONES GENERALES Y ESPECIALES A TODOS LOS
VOTANTES CALIFICADOS DENTRO DE LA CIUDAD DE
COLLEGE STATION, TEXAS

1. Se celebrarán elecciones generales y especiales el 6 de noviembre de 2012 con el propósito de elegir a un Miembro del Consejo para el Puesto No. 4, a un Miembro del Consejo para el Puesto No. 6, y para presentarles a los votantes nueve (9) propuestas de las siguientes enmiendas a los Estatutos de la Ciudad:

ENMIENDA NO. 1

¿Se deberá enmendar el Artículo X (Iniciativa, Referéndum, Revocación), Secciones 94 (Revocación; General), 95 (Procedimiento Revocatorio), 96 (Petición Revocatorias), y 97 (Elecciones Revocatorias) de los Estatutos de la Ciudad de College Station para exigir que se presenten bases para destituir a Miembros del Consejo por revocación; estipular que dichas bases sean incluidas en la declaración jurada revocatoria y en las peticiones revocatorias; darle un tiempo razonable al Secretario de la Ciudad para que presente el formulario de petición revocatoria en blanco; aclarar el papel que desempeña el Secretario de la Ciudad en estudiar las peticiones revocatorias; y enmendar el número de días permitidos para que el oficial, a quien se le pide la destitución, resigne?

Sección 94 Revocación; General – Al ser enmendada se leerá de la siguiente manera:

Revocación; General

Sección 94. Cualquier miembro del Consejo de la Ciudad podrá ser destituido de su cargo por revocación por razones de incompetencia, falta de ética profesional o por actos ilícitos.

Una parte de la Sección 95 Procedimiento Revocatorio– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 95 permanecerá sin cambios:

Procedimiento Revocatorio

Sección 95. Cualquier elector de la Ciudad de College Station podrá realizar y presentarle al Secretario de la Ciudad una declaración que incluya el nombre o los nombres de los oficiales a quienes se les pide la destitución y estipular específicamente la razón o las razones por las cuales se pide dicha destitución con tal certeza como para notificarle del asunto al oficial que se pide la destitución y mencionarle los asuntos por los cuales es acusado. El Secretario de la Ciudad en un tiempo razonable le presentará al elector que realice dicha declaración jurada, copias de peticiones en blanco demandando dicha destitución. . . .

Una parte de la Sección 96 Petición Revocatorias– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 96 permanecerá sin cambios:

Peticiones Revocatorias

Sección 96. Para que la petición revocatoria entre en vigencia, deberá ser devuelta y registrada con el Secretario de la Ciudad dentro de treinta (30) días después de presentar la declaración jurada requerida en la Sección 95 de este Artículo. Cada hoja separada de la petición deberá estipular específicamente la razón o las razones por las cuales se pide la destitución y los asuntos y argumentos con los cuales es acusado el oficial. . . .

Una parte de la Sección 97 Elecciones Revocatorias– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 97 permanecerá sin cambios:

Elecciones Revocatorias

Sección 97. El Secretario de la Ciudad revisará la petición revocatoria dentro de quince (15) días hábiles, a partir de la fecha de su presentación, para determinar si la petición; estipula específicamente la razón o las razones por las cuales se pide la destitución y los asuntos y argumentos con los cuales es acusado el oficial, y si está firmada por el número suficiente de electores, y si cumple con los requisitos de procedimiento de este artículo de los estatutos, y si se concluye que la petición está completa, lo presentará ante el consejo de la ciudad en la siguiente sesión regular programada con el certificado a tal efecto y le notificará de dicha acción al oficial al cual se pide la destitución. Si el oficial al que se le pide la destitución no renuncia dentro de siete (7) días calendario después de dicha notificación, el consejo de la ciudad, por lo tanto, ordenará y pondrá una fecha para celebrar elecciones revocatorias. . . .

ENMIENDA NO. 2

¿Se deberá enmendar el Artículo III (del Consejo de la Ciudad), Sección 21 (Vacantes) de los Estatutos de la Ciudad de College Station para autorizar un proceso a seguir para convocar a elecciones cuando haya una vacante en la oficina del Alcalde y cuando hayan vacantes en la oficina del Alcalde y de todos los Miembros del Consejo?

Sección 21 Vacantes – Al ser enmendada se leerá de la siguiente manera:

Vacantes

Sección 21. Se ocupará una vacante en el Consejo de la Ciudad por elecciones especiales, las cuales se convocarán en un plazo de treinta (30) días de que ocurra dicha vacante. Si resulta alguna vacante dentro de un plazo de noventa (90) días antes de las elecciones generales, entonces no se convocarán elecciones especiales; siempre y cuando el puesto, cuyo término no ha vencido, sea ocupado en las siguientes elecciones. En caso que el Alcalde no pueda ordenar elecciones por alguna razón, los miembros restantes del Consejo de la Ciudad están autorizados y dirigidos a ordenar elecciones y a realizar todas las demás acciones requeridas para dichas elecciones. Si resultaran puestos vacantes en las oficinas del Alcalde y de todos los miembros del Consejo de la Ciudad por cualquiera que sea la razón, los siguientes individuos, en el orden mencionado, estarán autorizados y dirigidos a ordenar elecciones y realizar todas las acciones requeridas para dichas elecciones:

1. Administrador de la Ciudad
2. Secretario de la Ciudad
3. Abogado de la Ciudad
4. Juez que Preside la Corte Municipal

ENMIENDA NO. 3

¿Se deberá enmendar el Artículo X (Iniciativa, Referéndum, Revocación), Sección 83 (Derecho de Iniciativa) y Sección 84 (Derecho de Referéndum) para aclarar las excepciones al derecho de iniciativa y las excepciones al derecho a referéndum, para extender el número de días en los cuales una ordenanza está sujeta a referéndum de veinte (20) días a treinta (30) días, para extender el número de días permitidos para que el Secretario de la Ciudad pueda revisar las peticiones de diez (10) días a quince (15) días, y para indicar que el número de días estipulado para revisar las peticiones sean días hábiles?

Sección 83 Derecho de Iniciativa – Al ser enmendada se leerá de la siguiente manera:

Derecho de Iniciativa

Sección 83. Los electores tendrán el derecho de proponer cualquier ordenanza, excepto las ordenanzas de uso de tierras incluyendo, pero no limitado a, la clasificación o reclasificación de propiedad; o a ordenanzas de asignar fondos, de autorizar la emisión de bonos o de autorizar el gravamen de impuestos, y para adoptar o rechazar los mismos en las urnas, dicho derecho será conocido como la iniciativa. Cualquier ordenanza de iniciativa se podrá presentar al Consejo de la Ciudad por medio de una petición firmada por un número de electores calificados de la Ciudad igual a por lo menos el veinticinco (25) por ciento del número de votos emitidos en las elecciones regulares municipales anteriores.

Sección 84 Derecho de Referéndum – Al ser enmendada se leerá de la siguiente manera:

Derecho de Referéndum

Sección 84. Los electores tendrán el derecho de aprobar o rechazar en las urnas cualquier ordenanza aprobada por el Consejo de la Ciudad o presentada en las urnas a los electores por el Consejo de la Ciudad. Dicho derecho será conocido como el referéndum, excepto en el caso de las ordenanzas de uso de tierras, incluyendo pero no limitado a, la clasificación o reclasificación de propiedad; o a ordenanzas de asignación de fondos, de autorización de la emisión de bonos, o de la elaboración del gravamen anual de impuestos. Las ordenanzas presentadas al Consejo de la Ciudad por petición de iniciativa y aprobadas por el Consejo de la Ciudad, sin cargo, serán sujetas al referéndum de igual manera que las otras ordenanzas. En un período de treinta (30) días después de la promulgación de cualquier ordenanza por el Consejo de la Ciudad que sea sujeta a un referéndum, se necesitará una petición firmada por un número de electores calificados de la Ciudad igual a por lo menos el veinticinco (25) por ciento del número de votos emitidos en las elecciones regulares municipales anteriores. Esta petición se deberá registrar con el Secretario de la Ciudad pidiendo que dicha ordenanza sea revocada o presentada ante los electores para votación.

Una parte de la Sección 87 Enmienda a las Peticiones – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 87 permanecerá sin cambios:

Enmienda a las Peticiones

Sección 87. Una petición de iniciativa o de referéndum se podrá enmendar en cualquier momento dentro de los quince (15) días hábiles después de que la notificación de insuficiencia haya sido enviada por el Secretario de la Ciudad, al presentar una petición suplementaria que contenga hojas adicionales firmadas y presentadas como se estipula en el caso de una petición original. . . .

ENMIENDA NO. 4

¿Se revocará el Artículo XII (Reglamentos Generales), Sección 118 (Juramento al Cargo) de los Estatutos de la Ciudad de College Station y se le agregará una nueva sección al Artículo IX (Nominaciones y Elecciones), estipulando un juramento al cargo?

Sección 118 Juramento al Cargo – Revocado y reemplazado como sigue:

Juramento al Cargo

Juramento al Cargo

Todos los oficiales de la Ciudad, antes de tomar cargo de sus responsabilidades, tendrán que juramentarse y firmar un juramento o afirmación similar al requerido por la Constitución de Texas para oficiales del estado, antes de tomar cargo de las responsabilidades propias del puesto.

El juramento o afirmación será parte de un formulario dado por el Secretario de la Ciudad y será entregado ante una persona autorizada para administrar juramentos y se registrará y se mantendrá en la oficina del Secretario de la Ciudad.

ENMIENDA NO. 5

¿Se agregará un reglamento al Artículo XII (Reglamentos Generales) de los Estatutos de la Ciudad de College Station para definir día hábil y día calendario y enmendar los estatutos para especificar cuándo aplican días hábiles y cuándo aplican días calendario?

Un nuevo reglamento se agregó al Artículo XII Reglamentos Generales – el cual se leerá como sigue:

Días Calendario y Días Hábiles

“Día hábil” como se indica en estos Estatutos significa de lunes a viernes, excepto días de feriado nacional o del Estado de Texas. “Día Calendario” como se indica en estos Estatutos se refiere a un período de 24 horas (de media noche de un día a media noche del siguiente) como indica el calendario regular. Cualquier referencia en estos Estatutos a “día” sin especificar día calendario o día hábil significará día calendario a menos que sea indicado expresamente en estos estatutos.

Una parte de la Sección 59 Los Gastos Estimados No Excederán los Recursos Estimados – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 59 permanecerá sin cambios:

Los Gastos Estimados No Excederán los Recursos Estimados

Sección 59. El total de los gastos estimados del fondo general y del fondo de recolección de deudas no excederá el total de los recursos estimados de cada fondo.

El Consejo de la Ciudad podrá, por ordenanza, enmendar el presupuesto durante el año fiscal si una de las siguientes condiciones existe:

1. Si durante el año fiscal el Administrador de la Ciudad certifica que existe un excedente de ingresos mayor al estimado en el presupuesto y disponible para ser asignado, entonces el Consejo de la Ciudad, por ordenanza, podrá destinar fondos suplementarios para el año fiscal hasta la cantidad de dicho excedente. Antes de ser aprobado, el Consejo realizará una audiencia pública con respecto a la enmienda propuesta al presupuesto. Se publicará en el diario oficial de la Ciudad de College Station un aviso indicando el lugar y la hora de dicha audiencia pública para tratarse de la asignación de fondos suplementarios. El aviso se publicará en el periódico por lo menos cinco (5) días hábiles antes de la fecha indicada de la audiencia.

Una parte de la Sección 84 Derecho de Referéndum – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 84 permanecerá sin cambios:

Derecho de Referéndum

Sección 84. . . . En un período de veinte (20) días calendario después de la promulgación de cualquier ordenanza realizada por el Consejo de la Ciudad que sea sujeta a referéndum, se podrá presentar al Secretario de la Ciudad una petición firmada por un número de electores calificados de la ciudad de por lo menos el veinticinco (25) por ciento del número de votos emitidos en las elecciones municipales regulares anteriores, pidiendo que dicha ordenanza sea revocada o presentada ante los electores para votación.

Una parte de la Sección 86 Presentación; Revisión y Certificación de Peticiones- Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 86 permanecerá sin cambios:

Presentación; Revisión y Certificación de Peticiones

Sección 86. Todas las hojas de peticiones incluidas en una petición de iniciativa o de referéndum serán reunidas y entregadas al Secretario de la Ciudad como un solo documento. En un período de diez (10) días hábiles después de ser entregada la petición, el Secretario de la Ciudad determinará si cada hoja de la petición tiene la declaración apropiada del circulador y si la petición está firmada por el número suficiente de electores calificados. . . .

Una parte de la Sección 87 Enmienda a las Peticiones – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 87 permanecerá sin cambios:

Enmienda a las Peticiones

Sección 87. . . . El Secretario de la Ciudad revisará la enmienda a la petición dentro de un plazo de cinco (5) días hábiles después de que dicha enmienda fuese entregada, y si la petición aun se encuentra incompleta, presentará el certificado como tal en su oficina y le notificará al comité solicitante de sus conclusiones y no se hará nada más con respecto a dicha petición incompleta. Las conclusiones de insuficiencia de una petición no perjudicarán la oportunidad de presentar una nueva petición con el mismo propósito.

Una parte de la Sección 89 Consideración por el Consejo de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 89 permanecerá sin cambios:

Consideración por el Consejo de la Ciudad

Sección 89. . . . El Consejo de la Ciudad tomará su decisión final acerca de la ordenanza a más tardar sesenta (60) días calendario después de la fecha en que dicha ordenanza fuese entregada por el Secretario de la Ciudad. Una ordenanza referida será reconsiderada por el Consejo de la Ciudad y la votación final de dicha reconsideración tendrá que contestar la pregunta: “¿Se deberá revocar la ordenanza especificada en la petición de referéndum?”

Una parte de la Sección 96 Peticiones Revocatorias– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 96 permanecerá sin cambios:

Peticiones Revocatorias

Sección 96. Para que la petición revocatoria entre en vigencia, deberá ser entregada y presentada al Secretario de la Ciudad dentro de un plazo de treinta (30) días calendario después de presentar la declaración jurada requerida en la Sección 95 de este Artículo. . . .

ENMIENDA NO. 6

¿Se deberá enmendar el Artículo X (Franquicias y Servicios Públicos Esenciales), Sección 104 (Procedimiento) de los Estatutos de la Ciudad de College Station a requerir dos (2) lecturas de la ordenanza de franquicia a ser leídas para ser aprobada?

Una parte de la Sección 104 Procedimiento – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 104 permanecerá sin cambios:

Procedimiento

Sección 104. La Ciudad de College Station tendrá la autoridad, por ordenanza, a otorgar cualquier franquicia o derecho mencionado en las secciones anteriores del presente documento, sin embargo, la ordenanza no se aprobará finalmente hasta haber sido leída en dos (2) sesiones

regulares separadas del Consejo de la Ciudad. Ninguna ordenanza que otorgue una franquicia se aprobará por lectura excepto por voto de la mayoría de miembros del Consejo de la Ciudad, y dicha ordenanza no tomará vigencia hasta sesenta (60) días después de ser adoptada en la segunda y última lectura; siempre y cuando si en cualquier momento antes de que dicha ordenanza finalmente entre en vigencia, se presente una petición al Consejo de la Ciudad firmada por no menos del cuarenta (40) por ciento de los votantes calificados auténticos de la Ciudad; entonces el Consejo de la Ciudad presentará a votación y cuestionará la otorgación de dicha franquicia a los votantes calificados de la Ciudad en las siguientes elecciones generales a celebrarse en la Ciudad, siempre que se publique el aviso del mismo en por lo menos diez (10) números sucesivos del periódico oficial de la Ciudad de College Station antes de celebrar dichas elecciones. . . .

ENMIENDA NO. 7

¿Se enmendarán los Estatutos de la Ciudad de College Station para proporcionar la actualización y modernización del Artículo XI (Franquicias y Servicios Públicos Esenciales)?

Una parte de la Sección 102 Control Sobre y Poder Con Respecto a la Propiedad de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 102 permanecerá sin cambios:

Control Sobre y Poder Con Respecto a la Propiedad de la Ciudad

Sección 102. . . . La Ciudad de College Station tendrá el poder, por ordenanza, y sujeta a los términos y reglamentos del presente documento, de otorgarle a cualquier persona o corporación, la franquicia o derecho a usar propiedad de la ciudad, como se define en el párrafo anterior, con el propósito de suministrarle al público cualquier servicio público general a través del cual un servicio público general se le debe suministrar al público con la compensación o empleo debido, a ser pagado al titular de la franquicia, a través del cual es necesario o apropiado adquirir el derecho de uso de las calles, carreteras u otras propiedades de la Ciudad; y generalmente para fijar y regular las tarifas, peajes y cargos de todos los servicios públicos esenciales de todo tipo operando dentro de los límites corporativos de la Ciudad de College Station consistentes con la ley estatal.

Sección 103 Limitaciones – Al ser enmendada se leerá de la siguiente manera:

Limitaciones

Sección 103. No se le otorgará a ninguna franquicia exclusividad ni privilegios; ni una franquicia, ni un privilegio a darse en cualquier momento después de los seis (6) meses posteriores a que la ordenanza otorgando el mismo haya entrado en vigencia; y ninguna franquicia será extendida directa o indirectamente a más del término original fijado por la ordenanza que otorgue la misma, excepto lo estipulado por los términos de estos estatutos.

Una parte de la Sección 105 Términos y Condiciones- Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 105 permanecerá sin cambios:

Términos y Condiciones

Sección 105. Ninguna franquicias de tiempo determinado o fijo será otorgado un término mayor a veinticinco (25) años; tampoco se extenderá el período de ningún derecho, privilegio o franquicia que se encuentre actualmente en existencia más allá del período ya fijado para su terminación, directa o indirectamente, o a través de cualquier medio, y cualquier ordenanza que no cumpla o evada esta prohibición será absolutamente nula; a pesar de ello, cualquier corporación, individuo o asociación de individuos que actualmente posean alguna franquicia bajo alguno de los estatutos u ordenanzas de la Ciudad de College Station podrán, con la autorización

del consejo de la ciudad, renunciar a dicha franquicia o franquicias, siempre sujeto a los reglamentos de los Estatutos de la Ciudad en vigencia en ese momento. Ningún titular de una franquicia otorgada hasta este momento o de aquí en adelante tendrá el derecho (a menos que dicho derecho se otorgue en la franquicia) a transferir o asignar sus propiedades y franquicia a otro individuo, empresa o corporación sin la autorización del consejo de la ciudad por ordenanza, y dicha autorización, Al ser dada, no operará como la otorgación de una franquicia o como una nueva franquicia. . . .

Todas las franquicias de servicios públicos esenciales operando en la Ciudad de College Station estarán sujetos al derecho de la ciudad, ya sea expresamente indicado en la ordenanza o no y cada una de las siguientes será una condición. . . .

- (7) Fijar y regular el precio y las tarifas por el servicio a realizarse bajo la franquicia y permitido por la ley estatal. . . .

Sección 106 Tarifas y Cargos de Servicios Públicos Esenciales– Al ser enmendada se leerá de la siguiente manera:

Tarifas y Cargos de Servicios Públicos Esenciales

Sección 106. Consistente con la ley estatal, el Consejo de la Ciudad tendrá la autoridad, por ordenanza, a fijar y regular el precio, las tarifa, el peaje, y los cargos de todos los servicios públicos esenciales de cualquier tipo que operen dentro de los límites corporativos de la Ciudad de College Station que estén sujetos a este Artículo.

Sección 113 Registros de Franquicias – Al ser enmendada se leerá de la siguiente manera:

Registros de Franquicias

Sección 113. La Ciudad mantendrá un registro público de las franquicias de servicios públicos esenciales.

ENMIENDA NO. 8

¿Se reemplazarán los términos contenidos en el Artículo XII (Reglamentos Generales), Sección 115 (Interés Personal) de los Estatutos de la Ciudad de College Station con términos que estipulen que los miembros del Consejo de la Ciudad y cualquier otro oficial o empleado de la Ciudad cumplirá con las leyes estatales relacionadas con los conflictos de interés de los oficiales del gobierno local, incluyendo el CÓDIGO DE GOBIERNO LOCAL DE TEXAS, Capítulo 171?

Sección 115 Interés Personal – Al ser enmendada se leerá de la siguiente manera:

Interés Personal

Sección 115. Los Miembros del Consejo de la Ciudad y los oficiales y empleados de la Ciudad cumplirán con las leyes estatales relacionadas con los conflictos de interés de oficiales de gobierno local, incluyendo el CÓDIGO DE GOBIERNO LOCAL DE TEXAS, Capítulo 171.

ENMIENDA NO. 9

¿Se deberán enmendar los Estatutos de la Ciudad de College Station para agregar un reglamento al Artículo XII (Reglamentos Generales) de los estatutos, estipulando que los estatutos deberán ser de tipo género neutro y enmendar todo el documento para que el lenguaje de los estatutos sea de tipo género neutro; para corregir los errores no fundamentales tales como errores de

ortografía, puntuación, gramática, y estructura de las oraciones; para realizar los cambios no fundamentales, los cuales aclararán el significado de varios reglamentos de los estatutos; para cumplir con los requisitos y/o reglamentos de la ley actual del estado y/o las leyes federales; y para remover términos obsoletos de los estatutos?

***Un nuevo reglamento se agregó al Artículo XII Reglamentos Generales - se leerá como sigue:
Género Neutro***

El lenguaje de los Estatutos deberá considerarse y será deliberadamente de tipo género neutro.

Una parte de la Sección 7 Extensión de los Límites de la Ciudad por el Consejo de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 7 permanecerá sin cambios:

Extensión de los Límites de la Ciudad por el Consejo de la Ciudad

Sección 7. El Consejo de la Ciudad tendrá el poder de fijar, por ordenanza, los límites divisorios de la Ciudad de College Station, y a proveer por la extensión de dichos límites divisorios y por la anexión de territorios adicionales que se encuentren adyacentes a la Ciudad, con o sin el consentimiento de los habitantes de dicha área a ser anexada, de acuerdo con las leyes aplicables de anexión del estado. El Consejo de la Ciudad tendrá el poder de separar, por ordenanza, cualquier territorio, con o sin el consentimiento de los habitantes de dicha área a ser separada, de acuerdo con las leyes aplicables de anexión del estado. . . .

Sección 8 Dominio Eminente – Al ser enmendada se leerá de la siguiente manera:

Dominio Eminente

Sección 8. La Ciudad tendrá el pleno derecho, poder y autoridad para ejecutar el poder de dominio eminente cuando fuera necesario o deseable ejecutar el poder conferido por estos estatutos o por la constitución o las leyes del Estado de Texas. La Ciudad también podrá ejecutar el poder de dominio eminente de cualquier otra manera actualmente o de aquí en adelante, autorizado o permitido por la constitución y las leyes de este estado, o de manera o forma estipulada por ordenanza de la administración de la Ciudad. El poder de dominio eminente conferido en este documento incluirá el derecho que tiene la Ciudad de tomar la servidumbre de las tierras conferidas y dicho poder y autoridad incluirá el derecho de confiscar la propiedad privada para dichos propósitos. La Ciudad tendrá y poseerá este poder de confiscar la propiedad dentro o fuera de los límites corporativos para fines municipales o públicos, aunque no se especifique de forma numerada en el presente documento o en estos estatutos.

Sección 17 Número, Selección y Término– Al ser enmendada se leerá de la siguiente manera:

Número, Selección y Término

Sección 17. El Consejo de la Ciudad estará compuesto del Alcalde y de seis (6) Miembros del Consejo que conjuntamente se denominará el “Consejo de la Ciudad de la Ciudad de College Station.”

- (a) El Alcalde y otros miembros del Consejo de la Ciudad serán electos dentro de la extensión de todo el territorio que abarca la Ciudad.
- (b) El Alcalde dirigirá los asuntos del Consejo de la Ciudad y será reconocido como el jefe del gobierno de la Ciudad para todos los propósitos ceremoniales y por el Gobernador en cuanto a las leyes militares, pero no tendrá responsabilidades administrativas regulares. El Alcalde podrá votar sobre todos los aspectos considerados por el Consejo de la Ciudad.

- (c) Cada Miembro del Consejo, a menos que sea destituido anticipadamente bajo los reglamentos de estos Estatutos, servirá por un término de tres (3) años, comenzando con la primera sesión del Consejo después de ser electo para ser Miembro del Consejo, y terminando con la primera sesión del Consejo tres (3) años más tarde, o hasta que el sucesor del Miembro del Consejo haya sido electo y se encuentre debidamente calificado para ejercer el cargo. El Alcalde, a menos que sea destituido anticipadamente bajo los reglamentos de estos Estatutos, servirá por un término de tres (3) años, comenzando con la primera sesión del Consejo después de ser electo Alcalde, y terminando con la primera sesión del Consejo tres (3) años más tarde, o hasta que el sucesor del Alcalde haya sido electo y se encuentre debidamente calificado para ejercer el cargo.
- (d) No se considerará electo a ejercer el cargo hasta no recibir una mayoría de todos los votos emitidos para dicho cargo. Una vez declarados los resultados oficiales de las elecciones, el Consejo deberá ordenar elecciones de segunda vuelta para cada cargo en el cual nadie fue electo. Los votantes calificados votarán nuevamente en las elecciones de segunda vuelta por alguno de los dos candidatos que recibieron el mayor número de votos para cada cargo que no hubo un electo en las elecciones anteriores, y el candidato que reciba la mayoría de votos emitidos para dicho cargo en las elecciones de segunda vuelta, será electo a dicho cargo.
- (e) Comenzando en el año 1999, no habrá límite en el número total de términos a servir para Alcalde ni para Miembros del Consejo. Sin embargo, ningún individuo será elegible a ser electo para servir en la capacidad de Miembro del Consejo por términos consecutivos regulares que sumen un total de seis (6) años; ni tampoco será elegible a ser electo para servir en la capacidad de Alcalde por términos consecutivos regulares que sumen un total de seis (6) años.

Sección 18 Requisitos – Al ser enmendada se leerá de la siguiente manera:

Requisitos

Sección 18. El Alcalde y los Miembros del Consejo serán ciudadanos de Los Estados Unidos y votantes calificados del Estado de Texas; tendrán que haber vivido por lo menos un (1) año antes de las elecciones en las cuales participan como candidatos, dentro de los límites corporativos de la Ciudad de College Station; y no podrán ser descalificados por ninguna razón debido a algún reglamento o alguna otra sección de estos Estatutos. Un Miembro del Consejo de la Ciudad que no tenga alguno de los requisitos especificados en esta sección, o en cualquier otra sección de estos Estatutos, o que haya sido declarado culpable de un delito grave mientras se encuentre bajo el cargo oficial, o que se ausente en tres (3) sesiones regulares consecutivas del Consejo sin el consentimiento del Consejo, perderá el derecho de ejercer el cargo de Alcalde o de Miembro del Consejo.

Una parte de la Sección 20 Oficial que Preside; El Alcalde – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 20 permanecerá sin cambios:

Oficial que Preside; el Alcalde

Sección 20. . . . El Alcalde podrá votar por todos los aspectos considerados por el Consejo de la Ciudad, pero no tendrá autoridad de vetar. El Consejo de la Ciudad elegirá a un Alcalde a cargo, entre los miembros, el cual desempeñará el cargo de Alcalde en ausencia o por incapacidad del Alcalde.

Sección 21 Vacantes – Al ser enmendada se leerá de la siguiente manera:

Vacantes

Sección 21. Será ocupada una vacante en el Consejo de la Ciudad por elecciones especiales que se convocarán de acuerdo con la ley del estado. Si resulta un puesto vacante dentro del período de noventa (90) días antes de las elecciones generales, entonces no se convocarán elecciones especiales; siempre y cuando el cargo cuyo término no haya concluido, sea ocupado en las siguientes elecciones generales. No se celebrarán dichas elecciones en menos de treinta (30) días a partir de la fecha de convocación.

Sección 23 Nombramiento y Destitución de un Alcalde de la Ciudad – Al ser enmendada se leerá de la siguiente manera:

Nombramiento y Destitución de un Alcalde de la Ciudad

Sección 23. El Consejo de la Ciudad nombrará a un oficial de la Ciudad quien tendrá el título de Administrador de la Ciudad y realizará las tareas encomendadas por el Consejo. El Administrador de la Ciudad tendrá la autoridad y desempeñará las funciones estipuladas en estos estatutos. Ningún Miembro del Consejo será nombrado para servir como Administrador de la Ciudad durante el término para el cual fue electo, ni en el período de un año después de vencido el término de Miembro del Consejo.

El salario del Administrador de la Ciudad será fijado por el Consejo de la Ciudad; si el Administrador de la Ciudad fuese destituido en cualquier momento después de seis (6) meses después de ser nombrado, entonces el Administrador de la Ciudad podrá exigir que los cargos se especifiquen en forma escrita y podrá exigir una audiencia pública con respecto al asunto ante el Consejo de la Ciudad antes de la fecha en que entre en vigencia la destitución final del cargo; pero antes de dicha audiencia, el Consejo de la Ciudad podrá suspender al Administrador de la Ciudad de su cargo. La decisión de suspender o destituir al Administrador de la Ciudad por parte del Consejo de la Ciudad será definitiva, ya que la intención de estos Estatutos es conferir toda autoridad y fijar toda responsabilidad para dicha suspensión o destitución en el Consejo de la Ciudad.

Sección 24 El Consejo no Interferirá en Nombramientos ni Destituciones – Al ser enmendada se leerá de la siguiente manera:

El Consejo no Interferirá en Nombramientos ni Destituciones

Sección 24. Ni el Consejo de la Ciudad ni cualquiera de sus miembros podrá dirigir el nombramiento o destitución de cualquier individuo del cargo por el Administrador de la Ciudad o por cualquiera de sus subalternos; a pesar de ello, el nombramiento o destitución de jefes de departamento estará sujeta a la aprobación del Consejo de la Ciudad. Excepto para los propósitos de investigación de acuerdo con la Sección 36 de estos estatutos, el Consejo de la Ciudad y sus miembros tratarán los servicios administrativos solamente a través del Administrador de la Ciudad, y ni el Consejo de la Ciudad ni cualquiera de sus miembros podrá darle órdenes a los subalternos del Administrador de la Ciudad, ya sea pública ni privadamente.

Sección 26 Departamentos Administrativos – Al ser enmendada se leerá de la siguiente manera:

Departamentos Administrativos

Sección 26. Por este medio se han creado los siguientes departamentos administrativos: el Departamento Financiero, la Policía, los Bomberos y Obras Públicas. El Consejo de la Ciudad podrá consolidar en un solo departamento, con la asesoría del Administrador de la Ciudad, no más de dos de los departamentos establecidos y mencionados anteriormente; y por ordenanza podrá crear, cambiar, y eliminar oficinas, departamentos o agencias que no sean las oficinas, departamentos y agencias establecidas por estos Estatutos.

Una parte de la Sección 27 El Secretario de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 27 permanecerá sin cambios:

Secretario de la Ciudad

Sección 27. . . . El Secretario de la Ciudad o el Asistente del Secretario de la Ciudad realizará la notificación de las sesiones del Consejo, mantendrá un diario con las actas de las sesiones, registrará en un libro o libros todas las ordenanzas y reglamentos, ordenados con índice, los cuales deberán estar luego autenticados con la firma, ya sea del Secretario de la Ciudad o del Asistente del Secretario de la Ciudad. El Secretario de la Ciudad, además, realizará otras funciones estipuladas en los Estatutos y aquellas funciones asignadas por el Consejo de la Ciudad.

El Secretario de la Ciudad tendrá el poder de nombrar a un asistente o asistentes, si así lo considera necesario el Secretario de la Ciudad, y estará sujeto a la aprobación y a la compensación que podrá estar fijada por Consejo. Dicho asistente o asistentes podrán ser destituidos de su cargo por el Secretario de la Ciudad.

Una parte de la Sección 29 Abogado de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 29 permanecerá sin cambios:

Abogado de la Ciudad

Sección 29. . . . El Abogado de la Ciudad representará a la Ciudad en todos los litigios. El Abogado de la Ciudad será el asesor legal de la Ciudad y también actuará como el abogado y defensor de la Ciudad y de todos los oficiales y departamentos del mismo.

El Abogado de la Ciudad tendrá la autoridad de nombrar a un asistente o asistentes, si así lo considera necesario el Abogado de la Ciudad, y estará sujeto a la aprobación y a la compensación que podrá estar fijada por el Consejo. Dicho asistente o asistentes podrán ser destituidos de su cargo por el Abogado de la Ciudad.

Una parte de la Sección 30 Auditor Interno de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 30 permanecerá sin cambios:

El Auditor Interno de la Ciudad

Sección 30. . . . El Auditor Interno de la Ciudad llevará a cabo las funciones de auditoría y realizará otras tareas asignadas por el Consejo de la Ciudad. El Consejo de la Ciudad, además, podrá celebrar un contrato con respecto a las responsabilidades de Auditor Interno de la Ciudad, para ser llevadas a cabo por otra empresa, si así lo desea.

El Auditor Interno de la Ciudad tendrá el poder de nombrar a un asistente o asistentes, si lo considera necesario, y estará sujeto a la aprobación y a la compensación que podrá estar fijada por el Consejo de la Ciudad. Dicho asistente o asistentes podrán ser destituidos de su cargo por el Auditor Interno de la Ciudad.

Una parte de la Sección 35 Procedimiento para la Aprobación de Ordenanzas– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 35 permanecerá sin cambios:

Procedimiento para la Aprobación de Ordenanzas

Sección 35. . . . El Secretario de la Ciudad anotará sobre cada ordenanza, el encabezado requerido a publicarse, y en el registro del mismo, el hecho de publicar el mismo encabezado como lo estipulan los Estatutos, y la fecha de dicha publicación, servirá como presunción de hecho de la publicación y promulgación legal de dicha ordenanza; siempre y cuando los

reglamentos de esta sección no apliquen a la corrección, enmienda, revisión ni codificación de las ordenanzas de la Ciudad para publicarse en libros o en forma de panfleto. . . .

Sección 38 Autoridad de Vivienda – Al ser enmendada se leerá de la siguiente manera:

Autoridad de Vivienda

Sección 38. El Consejo de la Ciudad podrá crear una autoridad de la vivienda con el número de miembros y términos de los miembros y podrá delegar a esta autoridad tales poderes relacionados con la planificación, construcción, reconstrucción, modificación, reparación, mantenimiento u operación de proyectos de vivienda y alojamiento consistentes con la ley del estado.

Sección 40 Requisitos – Al ser enmendada se leerá de la siguiente manera:

Requisitos

Sección 40. El Administrador de la Ciudad será elegido por el Consejo de la Ciudad únicamente en base a los requisitos y capacidades ejecutivas y administrativas del candidato a Administrador de la Ciudad con referencia especial a la actual experiencia, conocimientos, y prácticas aceptadas del candidato con respecto a las responsabilidades del cargo de Administrador de la Ciudad como se estipula de aquí en adelante. El candidato al puesto no tiene que ser ni residente de la Ciudad ni del estado al momento de ser nombrado Administrador de la Ciudad, pero al ocupar el puesto del nuevo Administrador de la Ciudad de forma permanente, éste deberá establecer su residencia dentro de la Ciudad.

Una parte de la Sección 41 Poderes y Responsabilidades – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 41 permanecerá sin cambios:

Poderes y Responsabilidades

Sección 41. El Administrador de la Ciudad será el director ejecutivo y el director de la rama administrativa del gobierno de la ciudad y ante el Consejo de la Ciudad será responsable de la administración apropiada de todos los asuntos de la Ciudad. Para ello, el Administrador de la Ciudad tendrá el poder y la responsabilidad de:

- (1) Nombrar y, cuando fuera necesario por el bien del servicio, despedir a todos los oficiales y empleados de la Ciudad excepto estipulado de otra manera en estos Estatutos y excepto si como Administrador de la Ciudad, éste autoriza al jefe de un departamento a nombrar y despedir a subalternos en dicho departamento. . . .
- (5) Realizar otras tareas indicadas por estos Estatutos o requeridas por el Consejo de la Ciudad.

Una parte de la Sección 42 En ausencia del Administrador de la Ciudad – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 42 permanecerá sin cambios:

En Ausencia del Administrador de la Ciudad

Sección 42. Para realizar las responsabilidades del Administrador de la Ciudad en la ausencia temporal o por incapacidad del mismo, el Alcalde podrá designar a un oficial administrativo calificado de la Ciudad, por medio de una carta registrada con el Secretario de la Ciudad, para servir como Administrador de la Ciudad. . . .

Una parte de la Sección 43 Directores de Departamentos – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 43 permanecerá sin cambios:

Directores de Departamentos

Sección 43. En cada departamento administrativo habrá un oficial de la Ciudad que tomará el cargo de director, el cual supervisará y controlará el departamento y estará sujeto a las disposiciones del Administrador de la Ciudad. . . .

Sección 55 Fecha efectiva del Presupuesto; Certificación; Copias Disponibles– Al ser enmendada se leerá de la siguiente manera:

Fecha efectiva del Presupuesto; Certificación; Copias Disponibles

Sección 55. Una vez adoptado el presupuesto final, se archivará en la oficina del Secretario y en la oficina de cualquier otro oficial que podrá ser designado por la ley estatal. El presupuesto final podrá imprimirse o de otra manera ser reproducida, y mantener una cantidad razonable de copias disponibles para el uso de todas las oficinas, departamentos y agencias, y para el uso de las personas y entidades cívicas interesadas.

Una parte de la Sección 58 Asignación Contingente– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 58 permanecerá sin cambios:

Asignación Contingente

Sección 58. Se hará la disposición de asignación contingente en el presupuesto anual y en la ordenanza de asignación, por una cantidad que no exceda el tres (3) por ciento de los gastos totales del presupuesto, a ser utilizado en caso de gastos imprevistos. Tal asignación contingente estará bajo el control de y será distribuido por el Administrador de la Ciudad, después de ser aprobada por el Consejo de la Ciudad. . . .

Una parte de la Sección 59 Los Gastos Estimados No excederán Los Recursos Estimados – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 59 permanecerá sin cambios:

Los Gastos Estimados No excederán Los Recursos Estimados

Sección 59. Los gastos estimados del fondo general y del fondo de recolección de deudas no excederán el total estimado de recursos para cada fondo.

El Consejo de la Ciudad podrá, por ordenanza, enmendar el presupuesto durante el año fiscal si una de las condiciones siguientes existe. . . .

3. Si en cualquier momento durante el año fiscal le parece probable al Administrador de la Ciudad que los ingresos o el saldo de los fondos disponibles será insuficiente para alcanzar la cantidad asignada, entonces el Administrador de la Ciudad se lo reportará de inmediato al Consejo de la Ciudad, indicando la cantidad estimada de déficit, cualquier medida correctiva tomada y las recomendaciones relacionadas con otros pasos a seguir. Luego, el Consejo tomará las medidas subsiguientes que considere necesarias para prevenir o reducir cualquier déficit; y para tal efecto podrá, por ordenanza, reducir una o más asignaciones de fondos.

Sección 77 Elecciones Municipales – Al ser enmendada se leerá de la siguiente manera:

Elecciones Municipales

Sección 77. Las elecciones regulares se convocarán en una fecha de elecciones uniforme fijada en la ley estatal. Se ordenarán elecciones especiales de acuerdo con las leyes aplicables del estado.

Sección 79 Procedimiento para Inscribirse como Candidato – Al ser enmendada se leerá de la siguiente manera:

Procedimiento para Inscribirse como Candidato

Sección 79. Cualquier persona calificada que desea ser candidato en las elecciones generales para ocupar un puesto en el Consejo de la Ciudad, deberá llenar una solicitud y entregársela al Secretario de la Ciudad para que aparezca su nombre en la boleta de votaciones, de acuerdo con el Código de Elecciones de Texas. Dicha solicitud deberá designar claramente el puesto en el Consejo al cual desea ser electo. La solicitud también deberá contener la declaración jurada del candidato relacionada con los requisitos de ocupar el cargo que se busca bajo las leyes de Texas y de los reglamentos de estos Estatutos.

Sección 80 Boletas Oficiales – Al ser enmendada se leerá de la siguiente manera:

Boletas Oficiales

Sección 80. Los nombres completos de todos los candidatos para el consejo de la ciudad, estipulado anteriormente en este documento, excepto los que se han retirado, se han muerto, o que hayan perdido la elegibilidad, se imprimirán en las boletas oficiales sin estar afiliados a ningún partido político. Si hubiera dos candidatos con los mismos apellidos o con nombres tan similares que pudieran crear confusión, se pondrán las direcciones de residencia a la par del nombre sobre la boleta. El orden de los nombres en las boletas será determinada por sorteo.

Sección 81 Leyes que Rigen las Elecciones de la Ciudad– Al ser enmendada se leerá de la siguiente manera:

Leyes que Rigen las Elecciones de la Ciudad

Sección 81. Todas las elecciones de la Ciudad serán regidas por la constitución del Estado de Texas, las leyes generales del estado, estos estatutos y ordenanzas de la Ciudad, y en el orden mencionado.

Sección 82 Escrutinio de las Boletas en las Elecciones – Al ser enmendada se leerá de la siguiente manera:

Escrutinio de las Boletas en las Elecciones

Sección 82. Los resultados de las elecciones, ya sean generales o especiales, se harán llegar al Consejo de la Ciudad por los oficiales de las elecciones, en cualquier fecha permitida por el Código de Elecciones de Texas; y en dicha fecha, el Consejo de la Ciudad hará el escrutinio de las boletas y declarará los resultados finales de las elecciones.

Una parte de la Sección 83 Derecho de Iniciativa– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 83 permanecerá sin cambios:

Derecho de Iniciativa

Sección 83. . . . Cualquier ordenanza de iniciativa se podrá presentar ante el Consejo de la Ciudad por medio de una petición firmada por un número de electores calificados de la Ciudad igual a por lo menos el veinticinco (25) por ciento del número de votantes que votaron en las elecciones regulares municipales anteriores.

Una parte de la Sección 84 Derecho de Referéndum– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 84 permanecerá sin cambios:

Derecho de Referéndum

Sección 84. . . . En un período de veinte (20) días después de la promulgación de cualquier ordenanza por el Consejo de la Ciudad que sea sujeta a un referéndum, se necesitará una petición firmada por un número de electores calificados de la Ciudad igual a por lo menos el veinticinco (25) por ciento del número de votantes que votaron en las elecciones regulares municipales anteriores. Esta petición se podrá registrar con el Secretario de la Ciudad pidiendo que dicha ordenanza sea revocada o presentada ante los electores para votación.

Sección 85 Formulario de Peticiones; Comité de Solicitantes– Al ser enmendada se leerá de la siguiente manera:

Formulario de Peticiones; Comité de Solicitantes

Sección 85. Las hojas de peticiones de iniciativa deberán contener el texto completo de la ordenanza propuesta. Las firmas necesarias para la peticiones de iniciativa o de referéndum no necesitan estar todas adjuntas a una sola hoja, pero a cada petición separada se adjuntará una declaración del circular del mismo como se estipula en esta sección. Cualquier hoja de petición de iniciativa incluirá la firma de cada solicitante en tinta o lápiz indeleble e indicará el lugar de residencia de cada solicitante después de su firma, anotando la calle y el número de casa o apartamento, u otra descripción suficiente para identificar el lugar. Deberá aparecer en cada petición los nombres y direcciones de cinco electores que, como comité de solicitantes, serán responsables de la circulación y registro de la petición. A cada hoja de petición separada se deberá adjuntar una declaración jurada del circulador del mismo para que el circulador y solamente el circulador personalmente haya distribuido la hoja anteriormente mencionada, que lleva el número de firmas declaradas, que todas las firmas adjuntas al mismo fueron realizadas en la presencia del circulador, y que el circulador confía con firmeza que las firmas son auténticas de las personas cuyos nombres declaran ser.

Una parte de la Sección 86 Registro; Revisión y Certificación de Peticiones– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 86 permanecerá sin cambios:

Registro; Revisión y Certificación de Peticiones

Sección 86. . . . Si una hoja de petición está firmada por más personas que el número de firmas certificada por el circulador, entonces las últimas firmas en exceso del número certificado serán ignoradas. Si una hoja de petición está firmada por un número menor de personas que el número certificado, entonces las firmas se aceptarán a menos que sea anulada por otros motivos. Después de que el Secretario de la Ciudad haya completado la revisión de la petición, entonces el Secretario de la Ciudad certificará los resultados del mismo y los presentará ante al Consejo de la Ciudad en la siguiente sesión regular. Si el Secretario de la Ciudad certifica que la petición se encuentra incompleta, entonces el Secretario de la Ciudad lo indicará en el certificado de insuficiencia los detalles por los cuales se encontraba defectuosa la petición y de inmediato les notificará los resultados al comité de los solicitantes.

Una parte de la Sección 87 Enmienda de Peticiones– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 87 permanecerá sin cambios:

Enmienda de Peticiones

Sección 87. . . . El Secretario de la Ciudad revisará dentro de cinco (5) días después de haber sido registrada dicha enmienda, y si la petición aún está incompleta, el Secretario de la Ciudad presentará un certificado a tal efecto en la oficina del Secretario de la Ciudad y le notificará los resultados al comité de solicitantes. No se tomará ninguna otra acción con respecto a dicha petición incompleta. Las conclusiones de insuficiencia de una petición no perjudicarán la oportunidad de presentar una nueva petición con el mismo propósito.

Sección 90 Presentación ante los Electores– Al ser enmendada se leerá de la siguiente manera:

Presentación ante los Electores

Sección 90. Si el Consejo de la Ciudad no aprueba una ordenanza propuesta por la petición de iniciativa, o la aprobará de forma diferente del descrito para ello en la petición; o si el Consejo de la Ciudad no revoca una ordenanza referida, entonces la ordenanza referida o propuesta se les

presentará a los electores en las elecciones a convocarse en la siguiente fecha uniforme de elecciones autorizada por la ley del estado para elecciones municipales.

Una parte de la Sección 91 Forma de la Boleta para Ordenanzas Iniciadas o Referidas– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 91 permanecerá sin cambios:

Forma de la Boleta para Ordenanzas Iniciadas o Referidas

Sección 91. . . . El título de la boleta podrá ser diferente del título legal de dicha ordenanza iniciada o referida y se presentará con una declaración clara y concisa, sin argumento ni prejuicio, describirá el punto fundamental de dicha ordenanza; y si es una boleta de papel, tendrá a la izquierda del título de la boleta las siguientes propuestas, una arriba de la otra en el orden indicado: “A FAVOR” y “EN CONTRA” y cumplirá por lo demás con la ley del estado. Se podrá votar por cualquier número de ordenanzas en las mismas elecciones y se podrán presentarse sobre la misma boleta, pero cualquier boleta de papel utilizada para votar al respecto será para ese propósito únicamente. Si se utilizan máquinas para votar, el título de la boleta de cualquier ordenanza tendrá a la izquierda del mismo dos propuestas, una arriba de la otra o una antes que la otra en el orden indicado, y el elector tendrá la oportunidad de votar por una de las dos propuestas y de ese modo votar a favor de o en contra de la ordenanza.

Una parte de la Sección 95 Procedimiento Revocatorio – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 95 permanecerá sin cambios:

Procedimiento Revocatorio

Sección 95. . . . El Secretario de la Ciudad mantendrá a mano un número suficiente de peticiones en blanco impresas para su distribución. Dichas peticiones en blanco, cuando sean emitidas por el Secretario de la Ciudad, llevarán la firma de dicho oficial y serán dirigidas al Consejo de la Ciudad, y estarán numeradas, tendrán la fecha e indicarán el nombre de la persona a quien se le emitió. La petición en blanco, cuando sea emitida, también indicará el número de dichas peticiones en blanco emitidas y el nombre del oficial a quien se le pide la destitución. El Secretario de la Ciudad ingresará en un registro el nombre del elector a quien se le emitió la petición en blanco y el número emitido a dicha persona y será archivado en la oficina del Secretario de la Ciudad.

Sección 97 Elecciones Revocatorias– Al ser enmendada se leerá de la siguiente manera:

Elecciones Revocatorias

Sección 97. El Secretario de la Ciudad inmediatamente revisará la petición revocatoria y si el Secretario de la Ciudad lo encuentra completa y de acuerdo con los reglamentos de este artículo de los estatutos, entonces el Secretario de la Ciudad le entregará al Consejo de la Ciudad dentro de un período de cinco (5) días el certificado del Secretario de la Ciudad a tal efecto y le notificará al oficial al cual se le pide la destitución por dicha acción. Si el oficial a quien se pide la destitución no renuncia dentro de un período de cinco (5) días después de dicha notificación, entonces el Consejo de la Ciudad en seguida ordenará y fijará una fecha para celebrar elecciones revocatorias para celebrarse en la siguiente fecha de elecciones uniformes autorizadas por la ley estatal para elecciones municipales.

Una parte de la Sección 98 Boletas de Elecciones Revocatorias– Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 98 permanecerá sin cambios:

Boletas de Elecciones Revocatorias

Sección 98. Las boletas utilizadas en las elecciones revocatorias cumplirán con los siguientes requisitos. . . .

(2) Inmediatamente a la izquierda de dicha pregunta se encontrarán dos respuestas siguientes, una arriba de la otra, en el orden indicado:

“A FAVOR”

“EN CONTRA”

Sección 99 Resultados de las Elecciones Revocatorias – Al ser enmendada se leerá de la siguiente manera:

Resultados de las Elecciones Revocatorias

Sección 99. Si la mayoría de los votos emitidos en las elecciones revocatorias están en contra de la destitución del oficial cuyo nombre se encuentra en la boleta, entonces dicho oficial continuará desempeñando el cargo del oficial cuyo término queda sin caducar, siempre sujeto a revocatorias como anteriormente. Si la mayoría de los votos emitidos en dichas elecciones revocatorias están a favor de la destitución del oficial cuyo nombre se encuentra en la boleta, entonces el oficial, sin importar cualquier defecto técnico en la petición revocatoria, se considerará destituido del cargo y la vacante será ocupada al igual que otras vacantes.

Sección 100 Limitaciones en las Revocatorias– Al ser enmendada se leerá de la siguiente manera:

Limitaciones en las Revocatorias

Sección 100. Ninguna petición revocatoria se registrará contra un Miembro del Consejo dentro de un período de seis (6) meses después de que el Miembro del Consejo haya tomado cargo del puesto, ni con respecto a oficiales que hayan sido sometidos a elecciones revocatorias y no fueron destituidos de ese modo, hasta por lo menos seis (6) meses después de dichas elecciones.

Una parte de la Sección 104 Procedimiento – Al ser enmendada se leerá de la siguiente manera y el resto de la Sección 104 permanecerá sin cambios:

Procedimiento

Sección 104. . . . Ninguna ordenanza que otorgue una franquicia será aprobada por lectura excepto por votación de la mayoría de los miembros del Consejo de la Ciudad, y dicha ordenanza no entrará en vigencia hasta sesenta (60) días después de ser adoptada en su tercera y última lectura; siempre y cuando si en cualquier momento antes de que dicha ordenanza finalmente entre en vigencia, se presentara una petición al Consejo de la Ciudad firmada por no menos del diez (10) por ciento de los votantes registrados de la Ciudad, entonces el Consejo de la Ciudad les presentará la pregunta de otorgamiento de dicha franquicia a los votantes calificados de la Ciudad y puesta a votación en la siguiente fecha uniforme de elecciones indicada por la ley del estado, que permita suficiente tiempo para cumplir con otros requisitos de ley, siempre y cuando se publique el aviso del mismo en por menos veinte (20) números sucesivos del periódico oficial de la Ciudad de College Station antes de convocar dichas elecciones. La boleta brevemente describirá la franquicia a ser puesta a votación y los términos del mismo y deberá contener las palabras “A Favor”, y “En Contra” a la izquierda del texto y por lo demás deberá cumplir con la ley del estado. Los votos pasarán por el escrutinio del Consejo de la Ciudad y si resulta que la mayoría de los votantes en esas votaciones emitieron su voto “A Favor” del otorgamiento de la franquicia, entonces por orden ingresada en las minutas, el Consejo de la Ciudad lo declarará como tal y dicha franquicia de inmediato entrará en vigencia. Pero si la mayoría de los votos fueron emitidos “En Contra” del otorgamiento de la franquicia, entonces el Consejo de la Ciudad, por orden ingresada en las minutas lo declarará como tal y dicha franquicia no entrará en vigencia. Si la franquicia es negada por el Consejo de la Ciudad, entonces el asunto podrá presentarse ante los votantes calificados por petición y se convocarán las elecciones bajo los procedimientos estipulados anteriormente en este documento. Si el

Consejo de la Ciudad no aprueba finalmente la solicitud dentro de un período de seis (6) meses después de presentada dicha solicitud, entonces se interpretará como negada. El Consejo de la Ciudad al aprobar una ordenanza otorgando una franquicia, deberá estipular en la misma que no entrará en vigencia hasta que la misma haya sido presentada y aprobada por la mayoría de los votantes calificados de la Ciudad en elecciones generales. Todos los gastos de publicación, relacionados con esta sección, correrán por cuenta del solicitante que deberá realizar un depósito por adelantado para cubrir los costos estimados de publicación. La cantidad del depósito será determinada por el Administrador de la Ciudad.

Sección 117 Parientes de Oficiales No Serán Nombrados ni Empleados– Al ser enmendada se leerá de la siguiente manera:

Parientes de Oficiales No Serán Nombrados ni Empleados

Sección 117. Ningún pariente con afinidad del segundo grado o del tercer grado de consanguinidad con los miembros del Consejo de la Ciudad o con el Administrador de la Ciudad podrá ser nombrado o empleado en cualquier oficina, puesto o servicio de la Ciudad.

Sección 119 Notificación de Heridas o Daños – Al ser enmendada se leerá de la siguiente manera:

Notificación de Heridas o Daños

Sección 119. La Ciudad nunca será responsable por lesiones o heridas personales, ya sea que resulte en la muerte o no, a menos que la persona(s) herida(s), o alguien que actúe de parte del herido (los heridos) o muerto(s), o si la herida resulta en muerte, la persona o personas que puedan tener motivos para demandar bajo la ley respecto a la lesión o muerte, podrá presentarle, por escrito, al Secretario de la Ciudad dentro de un período de noventa (90) días después de que haya ocurrido la misma, declarando específicamente en dicha notificación, cuándo, dónde, y cómo ocurrió exactamente, el alcance de los daños, la cantidad de daños reclamados o afirmados, y una lista de personas, si se conocen, que fueron testigos de la herida o daño. La Ciudad nunca será responsable de ningún reclamo por daños o perjuicios a los bienes inmuebles a menos que la persona a la cual se le ha dañado el bien inmueble, o alguien actuando de parte de la persona a la cual se le ha dañado el bien inmueble, podrá presentarle, por escrito, a la Secretario de la Ciudad dentro de un período de noventa (90) días después de que haya ocurrido el mismo, una declaración específica en dicha notificación de cuándo, dónde, y cómo ocurrió el daño o la herida. La persona que presenta la notificación bajo esta Sección, deberá suscribir bajo juramento el nombre de dicha persona en la notificación indicando que las declaraciones y hechos contenidos en dicha notificación son verdaderos y correctos.

2. Las boletas incluirán las siguientes propuestas:

PROPUESTA NO. 1

A FAVOR/EN CONTRA

¿Se deberá enmendar el Artículo X (Iniciativa, Referéndum, Revocatoria), Secciones 94 (Revocatoria; General), 95 (Procedimiento Revocatorio), 96 (Petición Revocatorias) y 97 (Elecciones Revocatorias) de los Estatutos de la Ciudad de College Station para exigir razones para destituir a los Miembros del Consejo por revocación; estipulando que dichas razones se incluyan en la declaración jurada revocatoria y en las peticiones revocatorias; darle al Secretario de la Ciudad un tiempo razonable para entregar el formulario en blanco de petición revocatoria;

exigir que las peticiones revocatorias estén firmadas por electores calificados que realmente votaron en las elecciones en las cuales fue electo el individuo al que se le pide la destitución; aclarar el papel que desempeña el Secretario de la Ciudad en la revisión de las peticiones revocatorias; y enmendar el número de días permitidos para que un oficial, al que se le ha pedido la destitución, renuncie?

IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 2

A FAVOR/EN CONTRA

¿Se deberá enmendar el Artículo III (El Consejo de la Ciudad), Sección 21 (Vacantes) de los Estatutos de la Ciudad de College Station para autorizar un proceso a seguir para convocar elecciones si resulta un puesto vacante en la oficina del Alcalde y si resultan vacantes en la oficina del Alcalde y de todos los Miembros del Consejo?

IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 3

A FAVOR/EN CONTRA

¿Se deberá enmendar el Artículo X (Iniciativa, Referéndum, Revocatoria), Sección 83 (Derecho de Iniciativa) y Sección 84 (Derecho de Referéndum) para aclarar las excepciones al derecho de iniciativa y las excepciones al derecho de referéndum, para extender el número de días en los cuales una ordenanza es sujeta a referéndum de veinte (20) días a treinta (30) días, para extender el número de días que se le permite al Secretario de la Ciudad revisar las peticiones de diez (10) días a quince (15) días, y para estipular que el número de días especificados para revisar las peticiones son días hábiles?

IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 4

A FAVOR/EN CONTRA

¿Se revocará el Artículo XII (Reglamentos Generales), Sección 118 (Juramento al Cargo) de los Estatutos de la Ciudad de College Station y se agregará otra sección al Artículo IX (Nominaciones y Elecciones) que requieran un juramento al cargo?

IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 5

A FAVOR/EN CONTRA

¿Se agregará un reglamento al Artículo XII (Reglamentos Generales) de los Estatutos de la Ciudad de College Station para definir días hábiles y días calendario donde se deberá enmendar todo el documento para especificar cuándo aplica un día hábil y cuándo aplica un día calendario?

IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 6

A FAVOR/EN CONTRA

¿Se deberá enmendar el Artículo X (Franquicias y Servicios Públicos Esenciales), Sección 104 (Procedimiento) de los Estatutos de la Ciudad de College Station para exigir dos (2) lecturas de la ordenanza de franquicia a ser leídas para ser aprobada?
IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 7

A FAVOR/EN CONTRA

¿Se enmendarán los Estatutos de la Ciudad de College Station para estipular la actualización y modernización del Artículo XI (Franquicias y Servicios Públicos Esenciales)?
IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 8

A FAVOR/EN CONTRA

¿Se deberá cambiar el lenguaje en el Artículo XII (Reglamentos Generales), Sección 115 (Interés Personal) de los Estatutos de la Ciudad de College Station con lenguaje que estipula que los miembros del Consejo de la Ciudad y cualquier oficial o empleado de la Ciudad tendrá que cumplir con la ley estatal relacionado a conflictos de interés de oficiales de gobierno local, incluyendo el CÓDIGO DEL GOBIERNO LOCAL DE TEXAS, Capítulo 171?
IMPACTO FISCAL: NINGUNO

PROPUESTA NO. 9

A FAVOR/EN CONTRA

¿Se deberán enmendar los Estatutos de la Ciudad de College Station para agregar un reglamento al Artículo XII (Reglamentos Generales) de los estatutos, estipulando que los estatutos deberán ser de tipo género neutro y enmendar todo el documento para que el lenguaje de los estatutos sea de tipo género neutro; para corregir los errores no fundamentales tales como errores de ortografía, puntuación, gramática, y estructura de las oraciones; para realizar los cambios no fundamentales, los cuales aclararán el significado de varios reglamentos de los estatutos; para cumplir con los requisitos y/o reglamentos de la ley actual del estado y/o las leyes federales; y para remover términos obsoletos de los estatutos?
IMPACTO FISCAL: NINGUNO

3. Los centros de votaciones para cada distrito serán los siguientes:

DISTRITO NO.	CENTROS DE VOTACIONES
8	Parkway Baptist Church [Iglesia Bautista Parkway] 1501 Southwest Parkway College Station, Texas
9	Justice of the Peace, Pct. 3 Office [Juez de Paz, Distrito 3 Oficina] 1500 George Bush Drive College Station, Texas

10, 80	Living Hope Baptist Church [Iglesia Bautista Living Hope] 4170 State Highway 6, South College Station, Texas
20	Memorial Student Center (MSC), Room 526 [Centro de Estudiantes Memorial] Texas A&M Campus, Joe Routh Blvd. College Station, Texas
21	Cavitt Church of Christ [Iglesia de Cristo Cavitt] 3200 Cavitt Avenue Bryan, Texas
24, 53, 58	College Hills Elementary School [Escuela Primaria College Hills] 1101 Williams College Station, Texas
31	Larry J. Ringer Library [Biblioteca Larry J. Ringer] 1818 Harvey Mitchell Parkway College Station, Texas
33, 49, 72, 74,	Lincoln Center [Centro Lincoln] 1000 Eleanor College Station, Texas
34	College Station Ciudad Hall [Municipalidad de College Station] 1101 Texas Avenue College Station, Texas
35	College Station ISD Administration Building [Edificio Administrativo del Distrito Independiente de College Station] 1812 Welsh College Station, Texas
39	St. Francis Episcopal Church [Iglesia Episcopal St. Francis] 1101 Rock Prairie Road College Station, Texas
40	Aldersgate Methodist Church [Iglesia Metodista Aldersgate] 2201 Earl Rudder Freeway College Station, Texas
41	Christ United Methodist Church [Iglesia Metodista Christ United] 4201 State Highway 6, South College Station, Texas
65, 69, 71	Wellborn Community Center [Centro Comunitario Wellborn] 4119 W. Greens Prairie Road College Station, Texas
68	Peach Creek Community Center [Centro Comunitario Peach Creek] 2216 Peach Creek Road College Station, Texas

5. Las urnas se abrirán de las 7:00 a.m. a las 7:00 p.m. el día de las elecciones.

6. Las votaciones anticipadas conjuntas se realizarán en persona y por correo. El período de votaciones anticipadas en persona para las elecciones generales y especiales será del 22 de octubre al 2 de noviembre de 2012. Las boletas de escaneo óptico se utilizarán para las votaciones anticipadas por correo y las máquinas de votar por registro electrónico directo se utilizarán para las votaciones anticipadas en persona. El Encargado de las Elecciones Anticipadas para dichas elecciones será el Oficial del Condado quien determinará el número de empleados a contratar para las elecciones y hará los arreglos necesarios para la capacitación de todos los empleados de las elecciones. Las votaciones anticipadas en persona para las elecciones generales y especiales serán dirigidas conjuntamente en los sitios y en las fechas y horas especificadas por el Oficial del Condado de Brazos:

Brazos County Administration Building – [Edificio Administrativo del Condado de Brazos]
200 S. Texas Ave., Bryan, Texas

Arena Hall – [Salón Arena]
2906 Tabor Road, Bryan, Texas

Galilee Baptist Church – [Iglesia Bautista Galilee]
804 N. Logan, Bryan, Texas

College Station Utilities Meeting & Training Facility – [Instalaciones de reuniones y
entrenamiento de los Servicios Públicos de College Station]
1603 Graham Road, College Station, Texas

Memorial Student Center - [Centro de Estudiantes Memorial]
Room 526, A&M Campus, Joe Routh Blvd., College Station, Texas

Del 22 –26 de octubre 8:00 am – 5:00 pm
lunes – viernes

el 27 de octubre 8:00 am – 8:00 pm
sábado

el 28 octubre 10:00 am – 3:00 pm
domingo

del 29 de octubre al 2 de noviembre 8:00 am – 8:00 pm
lunes – viernes

Se podrá pedir la solicitud para votar por correo al contactar al Oficial de Votaciones Anticipadas en la siguiente dirección: Jaime Hines, Brazos County Clerk's office, 300 E. 26th Street Suite 120, Bryan, Texas 77803

/s/ Sherry Mashburn
Secretaria de la Ciudad

August 23, 2012
Consent Agenda Item No. 2d
South Knoll-The Glade Utility Rehabilitation Project
Construction Contract and a Resolution Declaring Intention to
Reimburse Certain Expenditures with Proceeds From Debt
Project Number WF1044480, WF1044485

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to approve the construction contract (Contract 12-287) with Elliott Construction in the amount of \$3,704,090.60, for the construction of the South Knoll-The Glade Utility Rehabilitation Project (WF1044480, WF1044485), and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt. *(This item is also on the Workshop Agenda, Item #6)*

Relationship to Strategic Goals: Core Services and Infrastructure- Efficiently, effectively, and strategically placed and infrastructure that maintains citizen's health, safety, and general welfare and enables the city's economic growth and physical development.

Recommendation(s): Staff recommends approval of the resolution and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The South Knoll-The Glade Utility Rehabilitation Project includes the rehabilitation of water and wastewater utility infrastructure in the area generally bounded by Glade St, Haines, Langford, and Bee Creek Drive. Both the water and wastewater infrastructure in the area is in need of replacement due to an increase in service disruptions, deteriorating lines, and a need to improve fire protection.

In addition, favorable bids were received on this project, so the sidewalks in the area that are in need of repair, but that are not directly impacted by the rehabilitation of the water and sewer lines will be repaired as part of this project. Additionally, each street that is impacted by the installation of new water or wastewater utilities will receive a 2-inch overlay of new asphalt. All utilities crossing Southwest Parkway will be installed using trenchless technologies, so the street will not be overlaid with new asphalt.

Budget & Financial Summary: Funds in the amount of \$2,265,192 are currently budgeted for this project in the Water Capital Projects Fund and funds in the amount of \$3,005,683 are currently budgeted for this project in the Wastewater Capital Projects Fund. Funds in the amount of \$481,679.89 have been expended or committed to date, leaving a balance of \$4,789,195.11 for construction and related expenses.

The sidewalk rehabilitation portion of this project will be paid for using funds budgeted annually in the Public Works Streets Maintenance budget. The bid for this portion of the project is \$50,434.60.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued next fiscal year.

Attachments:

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

4.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE SOUTH KNOLL-THE GLADE UTILITY REHABILITATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of South Knoll-The Glade Utility Rehabilitation Project; and

WHEREAS, the selection of Elliott Construction, L.L.C. is being recommended as the lowest responsible bidder for the construction services related to the South Knoll-The Glade Utility Rehabilitation 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 Elliott Construction, L.L.C. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the construction contract with Elliott Construction, L.L.C. for \$3,704,090.60, for the base bid with Bid Alternate 3, for the labor, materials and equipment required for the improvements related the South Knoll-The Glade Utility Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Projects Fund, Utilities Division, in the amount of \$1,169,525.78, from the Wastewater Capital Projects Fund, Utilities Division, in the amount of \$2,484,130.22, and from the Streets Maintenance Fund, Public Works Division, in the amount of \$50,434.60.

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

ADOPTED this _____ day of _____, 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
General Site Work Items								
1	SS 31 13 10	1	LS	Verification Plan Haines Street (WL-E and SSL-N) Complete, Reviewed, and Approved prior to start of Work in Haines Street.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
2	SS 31 13 10	1	LS	Verification Plan Glade Street (WL- B, SSL-M, SSL-G, and SSL-F) Complete, Reviewed, and Approved prior to start of Work in Glade Street.	\$ 2,000	\$ 2,000.00	\$ 15,000	\$ 15,000.00
3	SS 31 13 10	1	LS	Verification Plan Laura Lane Northwest (WL-C, SSL-O, and SSL-P) Complete, Reviewed, and Approved prior to start of Work in Laura Lane.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
4	SS 31 13 10	1	LS	Verification Plan Laura Lane Southeast (SSL-B) Complete, Reviewed, and Approved prior to start of Work in Laura Lane.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
5	SS 31 13 10	1	LS	Verification Plan Langford Northwest (WL-D, SSL-R, SSL-Q) Complete, Reviewed, and Approved prior to start of Work in Langford.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
6	SS 31 13 10	1	LS	Verification Plan Langford Southeast (SSL-C) Complete, Reviewed, and Approved prior to start of Work in Langford.	\$ 2,000	\$ 2,000.00	\$ 10,000	\$ 10,000.00
7	SS 31 13 10	1	LS	Verification Plan North Ridgefield (SSL-U) Complete, Reviewed, and Approved prior to start of Work in North Ridgefield.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
8	SS 31 13 10	1	LS	Verification Plan South Ridgefield (SSL-T) Complete, Reviewed, and Approved prior to start of Work in South Ridgefield.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
9	SS 31 13 10	1	LS	Verification Plan Boswell (SSL-S) Complete, Reviewed, and Approved prior to start of Work in Boswell.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
10	SS 31 13 10	1	LS	Verification Plan Caudill (WL-F) Complete, Reviewed, and Approved prior to start of Work in Caudill.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
11	SS 31 13 10	1	LS	Verification Plan Southwood (SSL-A) Complete, Reviewed, and Approved prior to start of Work in Southwood.	\$ 2,000	\$ 2,000.00	\$ 5,000	\$ 5,000.00
12	SS 31 13 10	1	LS	Verification Plan Southwest Parkway (WL-A, SSL-D, SSL-H, SSL-L, and SSL-J) Complete, Reviewed, and Approved prior to start of Work in Southwest Parkway.	2,000	\$ 2,000.00	10,000	\$ 10,000.00
13	01 71 13	1	LS	Mobilization, Complete.	\$ 129,000	\$ 129,000.00	\$ 40,000	\$ 40,000.00
14	01 55 26	1	LS	Traffic Control, Plan Implementation, Installation and Maintenance of Traffic Control Devices, and Demobilization, Complete.	\$ 50,000	\$ 50,000.00	\$ 40,000	\$ 40,000.00
15	31 50 00	16,122	LF	Trench Safety Complete and In-Place.	\$ 1.00	\$ 16,122.00	\$ 1.50	\$ 24,183.00
16	31 25 13	1	LS	Erosion and Sedimentation Control, Plan Implementation, Installation and Maintenance of Erosion Control Devices, and Demobilization, Complete and In-Place.	\$ 5,000	\$ 5,000.00	\$ 20,000	\$ 20,000.00
17	Tree Protection Specifications	1	LS	Tree Fencing installation, maintenance, and removal Complete and In-Place	\$ 5,000	\$ 5,000.00	\$ 20,000	\$ 20,000.00
18	Tree Protection Specifications	22	EA	Tree Pruning Complete and In-Place	\$ 300	\$ 6,600.00	\$ 150	\$ 3,300.00
19	Tree Protection Specifications	15	EA	Tree Fertilization Complete and In-Place	\$ 125	\$ 1,875.00	\$ 50	\$ 750.00
20	Tree Protection Specifications	5	EA	Tree Removal, disposal, and restoration as determined by Arborist Complete and In-Place	\$ 2,000	\$ 10,000.00	\$ 2,000	\$ 10,000.00
Total Site Work Items						\$247,597.00	\$238,233.00	

South Knoll/The Glade Rehabilitation Project								
Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
Paving & Drainage Items								
21		43,060	SY	2" Surface Mill and Dispose of existing asphalt concrete (TxDOT Specification Item 354) including all related items and appurtenances for all streets excluding Southwest Parkway	\$ 1.85	\$ 79,661.00	\$ 2.00	\$ 86,120.00
22		43,060	SY	2" Type D HMAC Asphalt overlay including related items and appurtenances and RC-15 asphalt tack coat for all streets excluding Southwest Parkway. Complete and In-Place.	\$ 10.10	\$ 434,906.00	\$ 10.10	\$ 434,906.00
23	02 41 13.13 32 16 13.01	4,000	SF	Remove existing sidewalk including disposal and Replace with Standard Detail SW- 1-02 along Southwest Parkway for WL-A Complete and in-Place.	\$ 6.10	\$ 24,400.00	\$ 4.20	\$ 16,800.00
24	02 41 13.13	4	EA	Remove existing ADA ramps including disposal and Replace with Standard Detail SW-3-05 along Southwest parkway for WL-A Complete and in-Place.	\$ 1,075.00	\$ 4,300.00	\$ 800.00	\$ 3,200.00
25	02 41 13.13	2	EA	Remove existing ADA ramps including disposal and Replace with Standard Detail SW-3-00 along Southwest parkway for WL-A Complete and in-Place.	\$ 1,375.00	\$ 2,750.00	\$ 1,500.00	\$ 3,000.00
Total Paving & Drainage Items						\$546,017.00	\$544,026.00	
Water Systems								
26	03 34 00	8,650	LF	Grout Fill Existing Lines all diameters up to 12". Complete and In-Place.	\$ 5.70	\$ 49,305.00	\$ 8.00	\$ 69,200.00
27	03 34 00	80	LF	Remove abandoned water or sanitary sewer lines in conflict with proposed water lines.	\$ 10	\$ 800.00	\$ 10	\$ 800.00
28	03 34 00	1	LS	Remove and dispose of existing 8" VCP sewer pipe and replace with 8" PVC SDR 26-3034 as called out on the Drawings Complete and In-Place.	\$ 1,300	\$ 1,300.00	\$ 5,000	\$ 5,000.00
29	33 12 19	12	EA	Remove fire hydrant assemblies and deliver to City of College Station Public Utilities Shop, including related items and appurtenances, complete in place.	\$ 500	\$ 6,000.00	\$ 500	\$ 6,000.00
30	33 11 13.1 SP-33 11 13.1	6,078	LF	Water Pipe, 8" PVC, AWWA C-900-07, Class 200, DR-14, Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Temporary Trench Pavement Repair prior to Mill and Overlay, Complete and In-Place.	\$ 46	\$ 279,588.00	\$ 38	\$ 230,964.00
31	33 11 13.1 SP-33 11 13.1	1,756	LF	Water Pipe, 12" PVC, AWWA C-900-07, Class 200, DR-14, Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Temporary Trench Pavement Repair prior to Mill and Overlay, Complete and In-Place.	\$ 79	\$ 138,724.00	\$ 60	\$ 105,360.00
32	33 11 13.1 SP-33 11 13.1	992	LF	Water Pipe, 12" PVC, AWWA C-900-07, Class 200, DR-14, Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Permanent Trench Repair and full restoration adjacent to Southwest Parkway, Complete and In-Place.	\$ 113	\$ 112,096.00	\$ 75	\$ 74,400.00
33	31 78 00	85	LF	12" PVC Pipe installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers, associated bore pit excavation, backfill, and full restoration including pavement repair. Complete and In-Place.	\$ 215	\$ 18,275.00	\$ 350	\$ 29,750.00
34	31 78 00	196	LF	8" PVC Pipe installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers, associated bore pit excavation, backfill, and full restoration including pavement repair. Complete and In-Place.	\$ 148	\$ 29,008.00	\$ 250	\$ 49,000.00
35	31 78 00	4	EA	Lower existing 6" water lines to meet flowlines for connection to proposed water lines as shown on Drawings. Complete and In-Place.	\$ 2,340	\$ 9,360.00	\$ 1,000	\$ 4,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
36	33 12 13	55	EA	Water Services - Short. Single Water Service installation and full restoration. Including relocation of existing water meter to ROW line Complete and In-Place.	\$ 920	\$ 50,600.00	\$ 750	\$ 41,250.00
37	33 12 13	53	EA	Water Services - Long. Single Water Service including installation and full restoration. Including relocation of existing water meter to ROW line Complete and In-Place.	\$ 1,150	\$ 60,950.00	\$ 1,500	\$ 79,500.00
38	33 12 13	1	EA	Water Services - Short. Double Water Service including installation and full restoration. Including relocation of existing water meters to ROW line Complete and In-Place.	\$ 1,120	\$ 1,120.00	\$ 750	\$ 750.00
39	33 12 13	6	EA	Water Services - Long. Double Water Service including installation and full restoration. Including relocation of existing water meters to ROW line Complete and In-Place.	\$ 1,562	\$ 9,372.00	\$ 1,500	\$ 9,000.00
40	SP 33 12 13	45	EA	Install Water Services from Edge of Pavement to ROW line using "trenchless methods" to avoid damage and cutting roots of trees as shown on plans and identified by the Arborist Complete and In-Place.	\$ 200	\$ 9,000.00	\$ 400	\$ 18,000.00
41	33 12 16	1	EA	Gate Valve, 4", D.I., AWWA C-15, 250 psi. Complete and In-Place.	\$ 605	\$ 605.00	\$ 700	\$ 700.00
42	33 12 16	10	EA	Gate Valve, 6", D.I., AWWA C-15, 250 psi. Complete and In-Place.	\$ 650	\$ 6,500.00	\$ 800	\$ 8,000.00
43	33 12 16	19	EA	Gate Valve, 8", D.I., AWWA C-15, 250 psi. Complete and In-Place.	\$ 1,062	\$ 20,178.00	\$ 1,100	\$ 20,900.00
44	33 12 16	9	EA	Gate Valve, 12", D.I., AWWA C-15, 250 psi. Complete and In-Place.	\$ 1,880	\$ 16,920.00	\$ 2,100	\$ 18,900.00
45	SP-33 11 13.1	1	EA	Connection for Proposed WL-B in Glade Street to 12" WL in Southwest Parkway, including all related fittings and appurtenances including restoration in-kind. Complete and In-Place.	\$ 3,500	\$ 3,500.00	\$ 12,000	\$ 12,000.00
46	SP-33 11 13.1	1	EA	Extension and Connection for 8" WL in Southwood to Proposed 12" WL-A in Southwest Parkway, including all related fittings and appurtenances such as approximately 40 linear foot of 8" PVC C-00-07 water line, couplings, fittings required for adjusting existing line to connect to proposed WL-A including restoration in-kind. Complete and In-Place.	\$ 2,740	\$ 2,740.00	\$ 4,000	\$ 4,000.00
47	SP-33 11 13.1	1	EA	Extension and Connection for existing 4" WL in Laura Lane to Proposed 12" WL-A in Southwest Parkway, including all related fittings and appurtenances such as approximately 40 linear foot of 4" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-A including restoration in-kind. Complete and In-Place.	\$ 2,085	\$ 2,085.00	\$ 2,100	\$ 2,100.00
48	SP-33 11 13.1	1	EA	Extension and Connection for 6" WL in Langford Lane to Proposed 12" WL-A in Southwest Parkway, including all related fittings and appurtenances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-A including restoration in-kind. Complete and In-Place.	\$ 10	\$ 10.00	\$ 4,000	\$ 4,000.00
49	SP-33 11 13.1	1	EA	Connection for Proposed 12" WL-A in Southwest Parkway to existing 12" WL in Southwest Parkway, including all related fittings and appurtenances including restoration in-kind. Complete and In-Place.	\$ 2,160	\$ 2,160.00	\$ 2,500	\$ 2,500.00

South Knoll/The Glade Rehabilitation Project Bid Tab									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
50	<u>SP-33 11 13.1</u>	1	EA	<u>Connection for proposed 12" waterline WL-B in Glade to proposed 8" waterline WL-E , including all related fittings and appurtances including restoration in-kind. Complete and In-Place.</u>	\$ 670	\$ 670.00	\$ 2,500	\$ 2,500.00	
51	<u>SP-33 11 13.1</u>	1	EA	<u>Extension and connection for existing 6" WL adjacent to Southwest Parkway ROW to WL-B in Glade, including all related fittings and appurtances such as approximatley 60 linear foot of 6" PVC C-00-07 water line couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-B including restoration in-kind. Complete and In-Place.</u>	\$ 2,560	\$ 2,560.00	\$ 4,200	\$ 4,200.00	

South Knoll/The Glade Rehabilitation Project Bid Tab								
Bid Item ID	Section Item	Quantity	Unit	Item Description	Elliot Construction		Kieschnick	
					Unit Price	Amount	Unit Price	Amount
52	SP-33 11 13.1	1	EA	Connect proposed 12" waterline WL-B in Glade to proposed 12" waterline WL-A in Southwest Parkway, including all related fittings and appurtenances including restoration in-kind, Complete and In-Place.	\$ 1,171	\$ 1,171.00	\$ 3,000	\$ 3,000.00
53	SP-33 11 13.1	1	EA	Connect proposed 8" waterline WL-C in Laura Lane to proposed 12" waterline WL-A in Southwest Parkway, including all related fittings and appurtenances including restoration in-kind, Complete and In-Place.	\$ 610	\$ 610.00	\$ 4,000	\$ 4,000.00
54	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL to WL-C in Laura Lane including all related fittings and appurtenances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-C including restoration in-kind, Complete and In-Place.	\$ 1,920	\$ 1,920.00	\$ 1,500	\$ 1,500.00
55	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL to WL-C in Laura Lane, including all related fittings and appurtenances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-C including restoration in-kind, Complete and In-Place.	\$ 1,920	\$ 1,920.00	\$ 1,500	\$ 1,500.00
56	SP-33 11 13.1	1	EA	Connect proposed 8" waterline WL-C in Laura Lane to proposed 8" waterline WL-E in Haines, including all related fittings and appurtenances including restoration in-kind, Complete and In-Place.	\$ 480	\$ 480.00	\$ 2,500	\$ 2,500.00
57	SP-33 11 13.1	1	EA	Connect proposed 8" waterline WL-D in Langford to proposed 12" waterline WL-A in Southwest Parkway, including all related fittings and appurtenances including restoration in-kind, Complete and In-Place.	\$ 900	\$ 900.00	\$ 800	\$ 800.00
58	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL to WL-D in Langford Lane, including all related fittings and appurtenances such as approximately 20 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-D including restoration in-kind, Complete and In-Place.	\$ 1,900	\$ 1,900.00	\$ 1,700	\$ 1,700.00
59	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL for South Knoll Elementary School Water Service to WL-D in Langford Lane, including all related fittings and appurtenances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-D including restoration in-kind, Complete and In-Place.	\$ 1,530	\$ 1,530.00	\$ 2,500	\$ 2,500.00
60	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL in Ridgefield Circle South to WL-D in Langford Lane, including all related fittings and appurtenances such as approximately 20 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-D including restoration in-kind, Complete and In-Place.	\$ 1,580	\$ 1,580.00	\$ 2,500	\$ 2,500.00
61	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL in Ridgefield Circle North to WL-D in Langford Lane, including all related fittings and appurtenances such as approximately 20 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-D including restoration in-kind, Complete and In-Place.	\$ 1,580	\$ 1,580.00	\$ 2,500	\$ 2,500.00
62	SP-33 11 13.1	1	EA	Extension and connection for existing 6" WL in Boswell to WL-D in Langford Lane, including all related fittings and appurtenances such as approximately 20 linear foot of 6" PVC C-00-07 water line, couplings, reducers, fittings required for adjusting existing line to connect to proposed WL-D including restoration in-kind, Complete and In-Place.	\$ 1,455	\$ 1,455.00	\$ 2,500	\$ 2,500.00
63	SP-33 11 13.1	1	EA	Connect proposed 8" waterline WL-E in Haines to proposed 8" waterline WL-D in Langford, including all related fittings and appurtenances including restoration in-kind, Complete and In-Place.	\$ 650	\$ 650.00	\$ 800	\$ 800.00
64	SP-33 11 13.1	1	EA	Extension and Connection for existing 6" WL in Glade to Proposed 8" WL-E in Haines, including all related fittings and appurtenances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, fittings required for adjusting existing line to connect to proposed WL-E including restoration in-kind, Complete and In-Place.	\$ 1,735	\$ 1,735.00	\$ 2,500	\$ 2,500.00

South Knoll/The Glade Rehabilitation Project									
Bid Tab									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
65	SP-33 11 13.1	1	EA	Connection for existing 6" WL in Caudill to Proposed 8" WL-E in Haines, including all related fittings and appurtances such as couplings, fittings required for adjusting existing line to connect to proposed WL-E including restoration in-kind. Complete and In-Place.	\$ 1,475	\$ 1,475.00	\$ 1,200	\$ 1,200.00	
66	SP-33 11 13.1	1	EA	Connection for existing 6" WL in Boswell to Proposed 8" WL-F in Caudill, including all related fittings and appurtances such as couplings, fittings required for adjusting existing line to connect to proposed WL-F including restoration in-kind. Complete and In-Place.	\$ 1,475	\$ 1,475.00	\$ 1,500	\$ 1,500.00	
67	SP-33 11 13.1	1	EA	Extension and Connection for existing 6" WL in Lawyer to Proposed 8" WL-F in Caudill, including all related fittings and appurtances such as approximately 40 linear foot of 6" PVC C-00-07 water line, couplings, fittings required for adjusting existing line to connect to proposed WL-F including restoration in-kind. Complete and In-Place.	\$ 2,450	\$ 2,450.00	\$ 2,000	\$ 2,000.00	
68	SP-33 11 13.1	1	EA	Connection for existing 6" WL in Gunsmith to Proposed 8" WL-F in Caudill, including all related fittings and appurtances such as couplings, fittings required for adjusting existing line to connect to proposed WL-F including restoration in-kind. Complete and In-Place.	\$ 1,475	\$ 1,475.00	\$ 2,000	\$ 2,000.00	
69	33 12 19	16	EA	5 1/4" Fire Hydrant. Includes Installation, Hydrant Piping and Fittings, Hydrant Gate Valve, Extension Stems, Valve Boxes, Concrete Blocking, Testing, and Disinfection. Complete and In-Place.	\$ 3,360	\$ 53,760.00	\$ 3,200	\$ 51,200.00	
70	31 78 00	40	LF	Water Pipe, 18" PVC (Pressure Class 150) Encasement Pipe to be installed as shown on plans to meet TCEQ Chapter 217 requirements for proposed water lines being installed under existing sanitary sewer lines without 9 foot separation distance. This includes all work for installation and restoration. Complete and In-Place.	\$ 60	\$ 2,400.00	\$ 100	\$ 4,000.00	
71	31 78 00	40	LF	Water Pipe, 12" PVC (Pressure Class 150) Encasement Pipe to be installed as shown on plans to meet TCEQ Chapter 217 requirements for proposed water lines being installed under existing sanitary sewer lines without 9 foot separation distance. This includes all work for installation and restoration. Complete and In-Place.	\$ 40	\$ 1,600.00	\$ 80	\$ 3,200.00	
Total Water Items						\$915,492.00	\$896,174.00		

South Knoll/The Glade Rehabilitation Project									
Bid Tab									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
Sanitary Sewer Items									
72	03 34 00	6.850	LF	Grout Fill Existing Lines all diameters up to 12". Complete and In-Place.	\$ 5.70	\$ 39,045.00	\$ 12.00	\$ 82,200.00	
73	33 01 30.13	1	LS	T.V. Inspection of Sewer Lines. Complete.	\$ 14,550	\$ 14,550.00	\$ 30,000	\$ 30,000.00	
74	03 34 00	1	LS	Remove 8" VCP sanitary sewer and replace with 8" SDR-2241 PVC to meet TCEQ Chapter 217 requirements for water line installation above existing sanitary sewers. Includes excavation, installation, coupling connectors, recompaction of trench material, backfill and stabilization of existing line during construction of proposed water line. Complete and In-Place.	\$ 1,800	\$ 1,800.00	\$ 3,000	\$ 3,000.00	
75	33 31 13 SP-33 31 13	357	LF	Sewer Pipe, 6" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.	\$ 75	\$ 26,775.00	\$ 70	\$ 24,990.00	
76	33 31 13 SP-33 31 13	3,680	LF	Sewer Pipe, 6" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.	\$ 75	\$ 276,000.00	\$ 70	\$ 257,600.00	
77	31 78 00	450	LF	6" Sewer Pipe, PVC, ASTM 2241 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.	\$ 241	\$ 108,450.00	\$ 400	\$ 180,000.00	
78	31 78 00	220	LF	6" Sewer Pipe, PVC, ASTM 3034 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.	\$ 300	\$ 66,000.00	\$ 400	\$ 88,000.00	
79	33 31 13 SP-33 31 13	40	LF	Sewer Pipe, 8" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.	\$ 83	\$ 3,320.00	\$ 100	\$ 4,000.00	
80	33 31 13 SP-33 31 13	20	LF	Sewer Pipe, 8" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Permanent Pavement Repair and/or full restoration of trench in Southwest Parkway. Complete and In-Place.	\$ 108	\$ 2,160.00	\$ 100	\$ 2,000.00	
81	33 31 13 SP-33 31 13	630	LF	Sewer Pipe, 8" DIP, Class 250. Inclusive of Trenching, embedment, Backfill (including portions of cement stabilized backfill as called out on Drawings), Testing, and Temporary Trench Repair prior to Mill and Overlay. Complete and In-Place.	\$ 107	\$ 67,410.00	\$ 91	\$ 57,330.00	
82	33 31 13 SP-33 31 13	85	LF	Sewer Pipe, 8" DIP, Class 250. Inclusive of Trenching, embedment, Backfill (including portions of cement stabilized backfill as called out on Drawings), Testing, and Permanent Pavement Repair and/or full restoration of trench in Southwest Parkway. Complete and In-Place.	\$ 151	\$ 12,835.00	\$ 100	\$ 8,500.00	
83	33 31 13 SP-33 31 13	2,514	LF	Sewer Pipe, 8" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connection to ASTM 2241, embedment, Backfill, Testing, and Temporary Trench Repair prior to Mill and Overlay. Complete and In-Place.	\$ 83	\$ 208,662.00	\$ 65	\$ 163,410.00	

South Knoll/The Glade Rehabilitation Project									
Bid Tab									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
84	<u>33 31 13</u> <u>SP-33 31 13</u>	10	LF	Sewer Pipe, 8" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connection to ASTM 2241, embedment, Backfill, Testing, and Permanent Pavement Repair and/or full restoration of trench in Southwest Parkway. Complete and In-Place.	\$ 108	\$ 1,080.00	\$ 75	\$ 750.00	
85	<u>31 78 00</u>	366	LF	8" Sewer Pipe, PVC, ASTM 3034 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.	\$ 258	\$ 94,428.00	\$ 400	\$ 146,400.00	
86	<u>SS 34 13 30</u>	886	LF	8" Sewer Pipe, HDPE SDR 17 fused joints installed by replacement in Existing Trench, Static Pull Pipe Bursting or other approved in-trench method. Inclusive of mobilization, preparation, excavation of insertion and receiving pits, installation, backfill, testing, bypass pumping and Pavement Repair and/or full restoration of trench and pit. Complete and In-Place.	\$ 46	\$ 40,756.00	\$ 200	\$ 177,200.00	
87	<u>SS 34 13 30</u>	414	LF	6" Sewer Pipe, HDPE SDR 17 fused joints installed by replacement in Existing Trench, Static Pull Pipe Bursting or other approved in-trench method. Inclusive of mobilization, preparation, excavation of insertion and receiving pits, installation, backfill, testing, bypass pumping and Pavement Repair and/or full restoration of trench and pit. Complete and In-Place.	41	16,974.00	200	82,800.00	
88	<u>33 39 13</u>	45	EA	New Pre-Cast Manhole Construction, 48", all depths. Complete and In-Place.	\$ 3,172	\$ 142,740.00	\$ 3,200	\$ 144,000.00	
89	<u>33 39 13</u>	3	EA	New Pre-Cast Manhole Construction, 60", all depths. Complete and In-Place	\$ 4,375	\$ 13,125.00	\$ 6,000	\$ 18,000.00	
90	<u>33 39 13</u>	1	EA	Install New Cleanout on existing line at Bee Creek at Property Line. Complete and In Place.	\$ 525	\$ 525.00	\$ 400	\$ 400.00	
91	<u>33 39 13</u>	5	EA	Install New Cleanout. Complete and In Place.	\$ 525	\$ 2,625.00	\$ 250	\$ 1,250.00	
92	<u>33 39 13</u> <u>SS-34 12 10</u>	2	EA	Remove and dispose of existing manhole, 48", all depths. Complete and In-Place.	\$ 400	\$ 800.00	\$ 750	\$ 1,500.00	
93	<u>33 39 13</u> <u>SS-34 12 10</u>	2	EA	Remove and dispose of existing manhole, 60", all depths. Complete and In-Place.	\$ 400	\$ 800.00	\$ 1,200	\$ 2,400.00	
94	<u>33 39 14</u>	47	EA	Sewer Services - Short, Single Connection including installation and full restoration. Including cleanout at ROW line Complete and In-Place.	\$ 805	\$ 37,835.00	\$ 700	\$ 32,900.00	
95	<u>33 39 14</u>	37	EA	Sewer Services - Long, Single Connection including installation and full restoration. Including cleanout at ROW line Complete and In-Place.	\$ 1,570	\$ 58,090.00	\$ 1,200	\$ 44,400.00	
96	<u>33 39 14</u>	15	EA	Sewer Services - Short, Double Connection including installation and full restoration. Including cleanout at ROW lin Complete and In-Place.	\$ 875	\$ 13,125.00	\$ 700	\$ 10,500.00	
97	<u>33 39 14</u>	13	EA	Sewer Services - Long, Double Connection including installation and full restoration. Including cleanout at ROW line Complete and In-Place.	\$ 1,640	\$ 21,320.00	\$ 1,350	\$ 17,550.00	

South Knoll/The Glade Rehabilitation Project								
Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
98	33.39 14.01	17	EA	Connection of New Lines to Existing Manholes and/or Sanitary Sewer Line including installation, new manhole as shown on Drawings, and full restoration. Complete and In-Place.	\$ 500	\$ 8,500.00	\$ 1,800	\$ 30,600.00
99	SS-34 12 10	16	EA	Abandon Sewer Manholes Complete and In-Place.	\$ 350	\$ 5,600.00	\$ 750	\$ 12,000.00
100	SP 33 12 13	47	EA	Install Sewer Services from Edge of Pavement to ROW line using "trenchless methods" to avoid damage and cutting roots of trees as shown on plans and identified by the Arborist Complete and In-Place.	\$ 300	\$ 14,100.00	\$ 800	\$ 37,600.00
101	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1800 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
102	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1801 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
103	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1802 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
104	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1803 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
105	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1804 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
106	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1805 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
107	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1806 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
108	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1807 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
109	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1808 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
110	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1809 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
111	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1810 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
112	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1811 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
113	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1812 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
114	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1813 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
115	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1814 Southwood Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
116	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-A. 1818 Bee Creek Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
117	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1801 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
118	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1802 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
119	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1803 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
120	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1804 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
121	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1805 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
122	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1806 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
123	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1807 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
124	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1808 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
125	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1809 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
126	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1810 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
127	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1811 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
128	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1812 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
129	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1813 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
130	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1814 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
131	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1815 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
132	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1816 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
133	<u>SP-34 13 10</u>	1	LS	<u>4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1817 Laura Lane. Complete and In-Place.</u>	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project								
Bid Tab								
Bid Item ID	Section Item	Quantity	Unit	Item Description	Elliot Construction		Kieschnick	
					Unit Price	Amount	Unit Price	Amount
134	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1818 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
135	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1819 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
136	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1820 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
137	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1822 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
138	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1904 Bee Creek Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
139	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-B. 1908 Bee Creek Drive. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
140	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1800 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
141	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1801 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
142	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1802 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
143	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1803 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
144	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1804 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
145	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1805 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
146	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1806 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
147	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1807 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
148	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1808 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
149	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1809 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
150	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1810 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
151	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1811 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab								
Bid Item ID	Section Item	Quantity	Unit	Item Description	Elliot Construction		Kieschnick	
					Unit Price	Amount	Unit Price	Amount
152	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1812 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
153	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1813 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
154	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1814 Langford Street. Wood, Katherine C. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
155	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1815 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
156	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1816 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
157	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1817 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
158	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1818 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
159	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1819 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
160	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1820 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
161	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1821 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
162	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-C. 1819A Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
163	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-G. 1707 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
164	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-G. 1709 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
165	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-G. 1710 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
166	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-F. 1711 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
167	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-G. 1712 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
168	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-F. 1714 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
169	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1300 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
170	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1302 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
171	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1304 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
172	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1400 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
173	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1402 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
174	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1502 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
175	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1504 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
176	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1600 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
177	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-M. 1602 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
178	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-N. 1216 Glade Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
179	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-N. 1301 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
180	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-O. 1303 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
181	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-O. 1305 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
182	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-O. 1401 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
183	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-O. 1403 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
184	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-O. 1501 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 0	\$ 0.00
185	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1301 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
186	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1303 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
187	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1305 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
188	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1401 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
189	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1403 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
190	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1501 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
191	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1503 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
192	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1505 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
193	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1601 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
194	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1601 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
195	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-P. 1800 Laura Lane. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
196	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1213 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
197	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1215 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
198	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1217 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
199	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1219 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
200	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1220 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
201	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-S. 1221 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
202	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-R. 1223 Boswell Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
203	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1212 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
204	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1213 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00

South Knoll/The Glade Rehabilitation Project Bid Tab									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
205	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1214 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
206	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1215 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
207	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1216 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
208	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1217 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
209	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1218 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
210	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1219 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
211	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1220 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	
212	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1221 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00	

South Knoll/The Glade Rehabilitation Project Bid Tab								
					Elliot Construction		Kieschnick	
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
213	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1222 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
214	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-T. 1223 South Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
215	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1211 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
216	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1212 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
217	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1213 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
218	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1214 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
219	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1215 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
220	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1216 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
221	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1217 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
222	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1218 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
223	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1220 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
224	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1221 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
225	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1222 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
226	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-U. 1223 North Ridgefield. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
227	SP-34 13 10	1	LS	4-inch Private Sewer Lateral Relocation and Connection at ROW cleanout to SSL-R. 1302 Langford Street. Complete and In-Place.	\$ 4,760	\$ 4,760.00	\$ 5,000	\$ 5,000.00
228	34 13 10	19	EA	Verify and Reconnect existing services to proposed lines remaining in existing easements outside of pavement. Complete and In-Place.	\$ 800	\$ 15,200.00	\$ 1,250	\$ 23,750.00
229	SP-34 13 10	5	EA	6-inch Private Sewer Laterals for Relocation from backyard easements to front property line for slope requirements and Connection at ROW cleanouts. Complete and In-Place.	\$ 4,760	\$ 23,800.00	\$ 1,000	\$ 5,000.00
230	00 33 00	1	LS	Install concrete encasement as shown at storm drain crossing on Sheet C-31 for SSL-C including concrete, installation, and restoration. Complete and In-Place.	\$ 1,600	\$ 1,600.00	\$ 5,000	\$ 5,000.00
Total Sanitary Sewer Items						\$1,944,550.00		\$2,300,030.00
TOTAL BID:.....						\$3,653,656.00		\$3,978,463.00

Bid Alternate 1 -Remove Mill and Overlay and Repair with Permanent Trench Repair								
Bid Item ID	Section Item	Quantity	Unit	Item Description	Elliot Construction		Kieschnick	
					Unit Price	Amount	Unit Price	Amount
Paving & Drainage Items								
21		-43.060	SY	<u>DEDUCT 2" Surface Mill and Dispose of existing asphalt concrete (TxDOT Specification Item 354) including all related items and appurtenances for all streets excluding Southwest Parkway</u>	\$ 1.85	\$ -79,661.00	\$ 2.00	\$ -86,120.00
22		-43.060	SY	<u>DEDUCT 2" Type D HMAc Asphalt overlay including related items and appurtenances and RC-15 asphalt tack coat for all streets excluding Southwest Parkway. Complete and In-Place.</u>	\$ 10.10	\$ -434,906.00	\$ 10.10	\$ -434,906.00
Water Items								
30	<u>33 11 13.1</u> <u>SP-33 11 13.1</u>	-6.078	LF	<u>DEDUCT Water Pipe, 8" PVC, AWWA C-900-07, Class 200, DR-14. Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 46	\$ -279,588.00	\$ 37	\$ -224,886.00
31	<u>33 11 13.1</u> <u>SP-33 11 13.1</u>	-1.756	LF	<u>DEDUCT Water Pipe, 12" PVC, AWWA C-900-07, Class 200, DR-14. Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 79	\$ -138,724.00	\$ 50	\$ -87,800.00
231	<u>33 11 13.1</u> <u>SP-33 11 13.1</u>	6.078	LF	<u>ADD Water Pipe, 8" PVC, AWWA C-900-07, Class 200, DR-14. Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Permanent Trench Pavement Repair per City Standards. Complete and In-Place.</u>	\$ 70	\$ 425,460.00	\$ 52	\$ 316,056.00
232	<u>33 11 13.1</u> <u>SP-33 11 13.1</u>	1.756	LF	<u>ADD Water Pipe, 12" PVC, AWWA C-900-07, Class 200, DR-14. Inclusive of Pipe Joint Restraint and Blocking, Fittings, Encasement Pipe for Utility Crossings, Excavation, Bedding, Backfill, and Testing and Permanent Trench Pavement Repair per City Standards. Complete and In-Place.</u>	\$ 108	\$ 189,648.00	\$ 67	\$ 117,652.00
Sanitary Sewer Items								
75	<u>33 31 13</u> <u>SP-33 31 13</u>	-357	LF	<u>DEDUCT Sewer Pipe, 6" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 75	\$ -26,775.00	\$ 70	\$ -24,990.00
76	<u>33 31 13</u> <u>SP-33 31 13</u>	-3.680	LF	<u>DEDUCT Sewer Pipe, 6" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 75	\$ -276,000.00	\$ 70	\$ -257,600.00
79	<u>33 31 13</u> <u>SP-33 31 13</u>	-40	LF	<u>DEDUCT Sewer Pipe, 8" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Temporary Trench Pavement Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 83	\$ -3,320.00	\$ 100	\$ -4,000.00
81	<u>33 31 13</u> <u>SP-33 31 13</u>	-630	LF	<u>DEDUCT Sewer Pipe, 8" DIP, Class 250. Inclusive of Trenching, embedment, Backfill (including portions of cement stabilized backfill as called out on Drawings), Testing, and Temporary Trench Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 107	\$ -67,410.00	\$ 70	\$ -44,100.00
83	<u>33 31 13</u> <u>SP-33 31 13</u>	-2,514	LF	<u>DEDUCT Sewer Pipe, 8" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connection to ASTM 2241, embedment, Backfill, Testing, and Temporary Trench Repair prior to Mill and Overlay. Complete and In-Place.</u>	\$ 83	\$ -208,662.00	\$ 65	\$ -163,410.00

Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount
233	<u>33 31 13</u> <u>SP-33 31 13</u>	357	LF	<u>ADD Sewer Pipe, 6" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Permanent Trench Repair per City Standards.</u> Complete and In-Place.	\$ 104	\$ 37,128.00	\$ 87	\$ 31,059.00
234	<u>33 31 13</u> <u>SP-33 31 13</u>	3,680	LF	<u>ADD Sewer Pipe, 6" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Permanent Trench Repair per City Standards.</u> Complete and In-Place.	\$ 104	\$ 382,720.00	\$ 87	\$ 320,160.00
235	<u>33 31 13</u> <u>SP-33 31 13</u>	40	LF	<u>ADD Sewer Pipe, 8" PVC, ASTM 2241. Inclusive of Trenching, fittings and adaptors for connections to ASTM 3034, embedment, Backfill, Testing, and Permanent Trench Repair per City Standards.</u> Complete and In-Place.	\$ 112	\$ 4,480.00	\$ 110	\$ 4,400.00
236	<u>33 31 13</u> <u>SP-33 31 13</u>	630	LF	<u>ADD Sewer Pipe, 8" DIP, Class 250. Inclusive of Trenching, embedment, Backfill (including portions of cement stabilized backfill as called out on Drawings), Testing, and Permanent Trench Repair per City Standards.</u> Complete and In-Place.	\$ 136	\$ 85,680.00	\$ 87	\$ 54,810.00
237	<u>33 31 13</u> <u>SP-33 31 13</u>	2,514	LF	<u>ADD Sewer Pipe, 8" PVC, ASTM 3034. Inclusive of Trenching, fittings and adaptors for connection to ASTM 2241, embedment, Backfill, Testing, and Permanent Trench Repair per City Standards.</u> Complete and In-Place.	\$ 112	\$ 281,568.00	\$ 82	\$ 206,148.00
BID ALTERNATE 1:.....						-108,362.00		-277,527.00

Bid Alternate 2 - Deduct Trenchless Methods in Southwest Parkway and Replace with Open Cut and One-Lane Pavement Replacement									
					Elliot Construction		Kieschnick		
Bid Item ID	Section Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	
Sanitary Sewer Items									
77	31 78 00	-380	LF	<u>DEDUCT 6" Sewer Pipe, PVC, ASTM 2241 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.</u>	\$ 241	\$ -91,580.00	\$ 400	\$ -152,000.00	
78	31 78 00	-220	LF	<u>DEDUCT 6" Sewer Pipe, PVC, ASTM 3034 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.</u>	\$ 300	\$ -66,000.00	\$ 400	\$ -88,000.00	
85	31 78 00	-366	LF	<u>DEDUCT 8" Sewer Pipe, PVC, ASTM 3034 installed by Pipe Boring, Jacking, or Tunneling including Steel Encasement Carrier Pipe, casing spacers and associated bore pits excavation, backfill, and full restoration including pavement repair. Complete and In-Place.</u>	\$ 258	\$ -94,428.00	\$ 400	\$ -146,400.00	
15	31 50 00	966	LF	<u>ADD Trench Safety. Complete and In-Place.</u>	\$ 1.00	966.00	\$ 3.00	2,898.00	
238	33 31 13 SP-33 31 13	600	LF	<u>ADD Sewer Pipe, 6" PVC, ASTM 2241. Inclusive of Trenching, embedment, Backfill, Testing, and Trench Repair per Standard Detail ST-4-01 for structural backfill and Temporary Pavement Repair prior to Full Depth One-Lane Reconstruction. Complete and In-Place.</u>	\$ 90	\$ 54,000.00	\$ 85	\$ 51,000.00	
239	33 31 13 SP-33 31 13	366	LF	<u>ADD Sewer Pipe, 8" PVC, ASTM 2241. Inclusive of Trenching, embedment, Backfill, Testing, and Trench Repair per Standard Detail ST-4-01 for structural backfill and Temporary Pavement Repair prior to Full Depth One-Lane Reconstruction. Complete and In-Place.</u>	\$ 96	\$ 35,136.00	\$ 85	\$ 31,110.00	
240	SS-34 14 00	1,630	CY	<u>Removing Asphalt Pavement, 16-inches depth including saw cut, excavation, removal, and disposal. Complete and In-Place.</u>	\$ 10.50	\$ 17,115.00	\$ 10	\$ 16,300.00	
241	32 11 29	3,666	SY	<u>Lime Stabilized Subgrade, 6-inch depth including lime. Complete and In-Place.</u>	\$ 7.00	\$ 25,662.00	\$ 9.00	\$ 32,994.00	
242	32 11 14	3,666	SY	<u>Flexible Base Crushed Limestone OR Cement Stabilized Base, 8-inch depth. Complete and In-Place</u>	\$ 12.95	\$ 47,474.70	\$ 20	\$ 73,320.00	
243	32 12 16	3,666	SY	<u>Hot Mix Asphaltic Concrete Pavement-Type D, 2-inch Surface Treatment. Complete and In-Place.</u>	\$ 11.55	\$ 42,342.30	\$ 12	\$ 43,992.00	
BID ALTERNATE 2:.....						-29,312.00	-\$134,786.00		

Bid Alternate 3-Sidewalk and Curb and Gutter Replacement Items								
Bid Item ID	Section Item	Quantity	Unit	Item Description	Elliot Construction		Kieschnick	
					Unit Price	Amount	Unit Price	Amount
17	<u>Tree Protection Specifications</u>	1	LS	<u>ADD Tree Fencing installation, maintenance, and removal Complete and In-Place</u>	\$ 1,000	\$ 1,000.00	\$ 1,500	\$ 1,500.00
18	<u>Tree Protection Specifications</u>	29	EA	<u>ADD Tree Pruning Complete and In-Place</u>	\$ 300	\$ 8,700.00	\$ 150	\$ 4,350.00
19	<u>Tree Protection Specifications</u>	29	EA	<u>ADD Tree Fertilization Complete and In-Place</u>	\$ 125	\$ 3,625.00	\$ 50	\$ 1,450.00
244	<u>02 41 13.13</u>	800	SY	<u>ADD Removal of Existing Concrete. Includes Removal of Existing Pavement, Concrete Sidewalk, Breaking Up and Disposing, Complete and In-Place.</u>	\$ 4	\$ 3,200.00	\$ 15	\$ 12,000.00
245	<u>02 41 13.13</u>	530	LF	<u>ADD Removal Existing Curb and Gutter as shown on the plans including removal, breaking up, and disposal, Complete and In-Place.</u>	\$ 4.00	\$ 2,120.00	\$ 5.00	\$ 2,650.00
246	<u>32 16 13.01</u>	2,172	SF	<u>ADD Concrete Sidewalk Relacement to current B/CS Unified Design Guideline Standards, 4" Reinforced 5' Concrete Sidewalk Paving and Sub Grade Compaction to 98% Standard Proctor Density, Including Related Items & Appurtenances, Complete and In-Place.</u>	\$ 6.80	\$ 14,769.60	\$ 5	\$ 10,860.00
247	<u>02 41 13.13</u>	1	EA	<u>ADD Remove existing ADA ramps including disposal and Replace with Standard Detail SW-3-05 along Glade Street Complete and In-Place.</u>	\$ 1,075	\$ 1,075.00	\$ 800	\$ 800.00
248	<u>02 41 13.13</u>	1	EA	<u>ADD Remove existing ADA ramps including disposal and Replace with Standard Detail SW-3-00 along Glade Street Complete and In-Place.</u>	\$ 1,375	\$ 1,375.00	\$ 1,500	\$ 1,500.00
249	<u>02 41 13.13</u>	15	EA	<u>ADD Remove existing residential driveways including disposal and Replace with Standard Detail ST-2-00 along Glade Street Complete and In-Place.</u>	\$ 300	\$ 4,500.00	\$ 3,200	\$ 48,000.00
250	<u>32 16 13</u>	530	LF	<u>ADD Reinforced Concrete Curb and Gutter, Including Related Items & Appurtenances, Complete and In-Place.</u>	\$ 19	\$ 10,070.00	\$ 15	\$ 7,950.00
BID ALTERNATE 3:.....						\$50,434.60	\$91,060.00	
TOTAL Number of Calendar Days to Substantial Completion					365 Calendar Days		365 Calendar Days	

ITB 12-091 South Knoll - The Glade Utility Rehabilitation Project
Bid Tab Summary

	Elliott Construction	Keischnick General Contractors, Inc.
Total Site Work Items	\$247,597.00	\$238,233.00
Total Paving and Draining Items	\$546,017.00	\$544,026.00
Total Water Items	\$915,492.00	\$896,174.00
Total Sanitary Sewer Items	\$1,944,550.00	\$2,300,030.00
GRAND TOTAL	\$3,653,656.00	\$3,978,463.00
Alternate 1 Total	-\$108,362.00	-\$277,527.00
Alternate 2 Total	-\$29,312.00	-\$134,786.00
Alternate 3 Total	\$50,434.60	\$91,060.00

South Knoll-The Glade Project Boundaries



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,250,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 23rd DAY OF AUGUST, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



Robert A. Leuschke
McCall, Parkhurst & Horton L.L.P.
Board Counsel

Exhibit "A"

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

South Knoll/The Glade Utility Rehabilitation—This project includes the rehabilitation of water and wastewater utility infrastructure in the area generally bounded by Glade St, Haines, Langford, and Bee Creek Drive.

August 23, 2012
Consent Agenda Item No. 2e
Inter-local Agreement between the City of College Station and the Brazos Valley Transit District for the construction of two bus shelters

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding an inter-local agreement between the City of College Station and Brazos Valley Transit District for the construction of two bus shelters to include a 25 % match by the City of College Station not to exceed \$12,500, which will come from the City's Strong & Sustainable Neighborhood Grant program.

Relationship to Strategic Goals: Core Services and Infrastructure, Improve Multi-Modal Mobility

Recommendation(s): Staff recommends approval.

Summary: The Brazos Valley Transit District has an earmarked grant of approximately \$600,000 administered through the Federal Transit Administration and specifically for the construction of bus shelters. The grant has a provision for a 25% local match. Multi-modal improvements specifically transit accommodations were part of strategies and actions adopted by the City as part of the Central College Station Neighborhood Plan. Three locations have been identified for potential use of the grant funding:

1. Longmire Drive northbound between Airline Drive and Harvey Mitchell Parkway.
2. Texas Ave southbound between Harvey Mitchell Parkway and Brothers Blvd.
3. If the Texas Ave site is not viable the alternative site is on Longmire Dr northbound between Treehouse Trail and Deacon Dr

Only two shelters will be funded this fiscal year through the Strong Sustainable Neighborhood Grant program and as part of the City's funding match. The funding match will not exceed \$12,500. A depiction and description of the shelter can be seen as part of exhibit "A"

Budget & Financial Summary: Strong Sustainable Neighborhood Grant Program not to exceed \$12,500.

Attachments:

1. Inter-local Agreement
2. Exhibit "A"
3. Resolution

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is being made and entered into this _____ day of _____, 2012, by and between the City of College Station ("College Station" or "Local Government") and Brazos Transit District ("BTD").

Preamble

WHEREAS, College Station and BTD are local governments of the State of Texas as that term is defined in 791.003 of the Texas Government Code; and

WHEREAS, BTD provides public transportation in and around College Station and the greater metropolitan area comprised of College Station, Texas A & M University and the City of Bryan; and

WHEREAS, BTD is the grant recipient of a Congressional Earmark administered by the Federal Transit Administration; and

WHEREAS, pursuant to the aforesaid grant program, BTD intends to construct two bus shelters for public transit users within College Station at an estimated cost of \$25,000 each; and

WHEREAS, under the terms of the grant, in order for these shelters to be constructed in College Station, College Station must agree to participate by providing the local match for the cost of such shelters; and

WHEREAS, BTD, its officers and supervisory employees are trained and experienced in the operation and management of public transportation, including the construction of public transportation infrastructure like shelters to serve those who use public transportation in College Station; and,

WHEREAS, College Station deems it advisable to execute this Agreement with BTD for the purpose of constructing two shelters to enhance the provision of general public transit service in College Station; and,

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code; and,

WHEREAS, this Agreement is authorized by the governing bodies of College Station and BTD;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed that:

Contract No. _____

Purpose

The purpose of this Agreement is to set forth the terms and conditions for improving the provision of public transportation by BTD in College Station through the construction of two shelters for pedestrians using BTD's public transportation system in College Station. Such shelters are to be located within the corporate boundaries of College Station.

Designation

Both parties agree that BTD is empowered and herein agrees that it shall supervise and ensure the construction of two transit shelters to be built pursuant to this Interlocal Agreement for use in its operation of general public transportation services in College Station.

Authorization

BTD is governed by its existing board of directors and represents that it is duly authorized to enter into this Agreement. College Station is governed by its City Council and also duly represents that it is authorized to enter into this Agreement. Each party represents to the other that the representative signing this Agreement has been duly authorized by its governing body in compliance with Texas law.

Rights and Duties

1. *Capital Improvement Projects.* Both parties agree that BTD shall supervise and ensure the construction of two transit shelters for pedestrian use to be built pursuant to this Interlocal Agreement for use in its operation of general public transportation services in College Station. A description of the type of shelter and approximate locations within College Station shall be as set forth in Exhibit "A" attached hereto.

2. *Funding.* BTD represents and agrees that it is the recipient a Congressional Earmark administered by the Federal Transit Administration, and that approximately \$50,000 from such grant will be available to construct two shelters for pedestrian users of BTD's public transit system in College Station and the surrounding area. BTD has executed the grant agreement and will receive and manage the aforesaid grant funding to the degree necessary and appropriate for it to fulfill its obligations hereunder. BTD will also be responsible for complying with the obligations and responsibilities under the grant and all accompanying certifications, assurances, and agreements made or given to the Federal Transit Administration, or Texas Department of Transportation, or any other applicable entity. BTD shall be responsible for complying with all applicable laws, rules, regulations, and guidelines, including, but not limited to, the Davis-Bacon Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all United States Department of Transportation requirements.

Contract No. _____

3. Payments by College Station. Upon approval of this Agreement and upon written request from BTD, College Station shall pay BTD an amount not to exceed \$6,250 for each shelter for a total cost not to exceed \$12,500 as part of the matching grant requirement. College Station and BTD understand and agree that the payments of College Station's local share contribution shall constitute a current expense of each year in which the payments are due and shall not in any way be considered or construed to be a debt of College Station's in contravention of any constitutional, statutory, or charter provision. College Station shall pay with current revenues available and hereby affirms that any payments due to BTD are available for the current fiscal year.

4. Conflict of Interests. BTD covenants and agrees that it presently has no interest and will not acquire, directly or indirectly anything or service which conflicts with its efficient, diligent, faithful performance of the terms of this Agreement. This Agreement shall not be assigned or transferred by BTD without prior written consent of College Station.

5. Specific Powers. BTD represents that it has all the powers necessary to operate its services and to provide the infrastructure needed for its transportation services, including ensuring the construction of the shelters described above. By way of illustration, but not for limitation, BTD has the power to contract, to acquire and own real and personal property, and to accept and expend grants from government, legal entities and individuals. BTD does not have the power to tax, to obligate its member local governments other than as may be mutually agreed upon in writing, to assess its member local governments, or to adopt ordinances or other laws.

6. Legal Liability. BTD and College Station are governmental units pursuant to Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of each party's liability for actions arising out of this Agreement shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.

It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. Condition Precedent and Timing. The obligations of the parties hereto do not go into effect until BTD executes a contract for construction. BTD agrees that it shall begin the procurement process within 90 days of the execution of this Interlocal Agreement.

8. Interruption of Service. BTD shall not be liable to College Station for any reasonably unforeseeable failure, delay, or interruption of service, nor for any failure or delay in the performance of any duties and obligations under this Agreement or similar acts beyond the control of BTD.

9. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Contract No. _____

10. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

11. Entire Agreement. The entire agreement between the parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by the duly authorized representatives of the parties.

12. Venue and Jurisdiction. The laws of the State of Texas, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this Agreement. This Agreement shall be considered performable in Brazos County and venue shall be the same.

Notice

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To College Station: City of College Station
1101 Texas Avenue
College Station, Tx 77842
979/764-3556 - phone
979/764-3496 - fax
Mr. Joe Guerra, Transportation Planning Coordinator

To BTB: Brazos Transit District
1759 N. Earl Rudder Freeway
Bryan, Texas 77803
979.778.0607-phone
979.778.3606-fax
Mr. John M. McBeth, President/CEO

Each party may change its address by written notice 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, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the other party.

Contract No. _____

Effective Date and Term

This Agreement shall go into effect when same is duly authorized by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

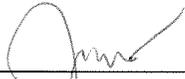
SIGNED AND APPROVED this ____ day of _____, 2012.

EXHIBITS:

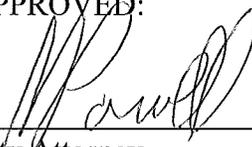
“A” Description and approximate location of shelters

BRAZOS TRANSIT DISTRICT

CITY OF COLLEGE STATION

By: 
Print: John McBeth
Title: President/CEO
Date: _____

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: _____

Executive Director Business Services
Date: _____

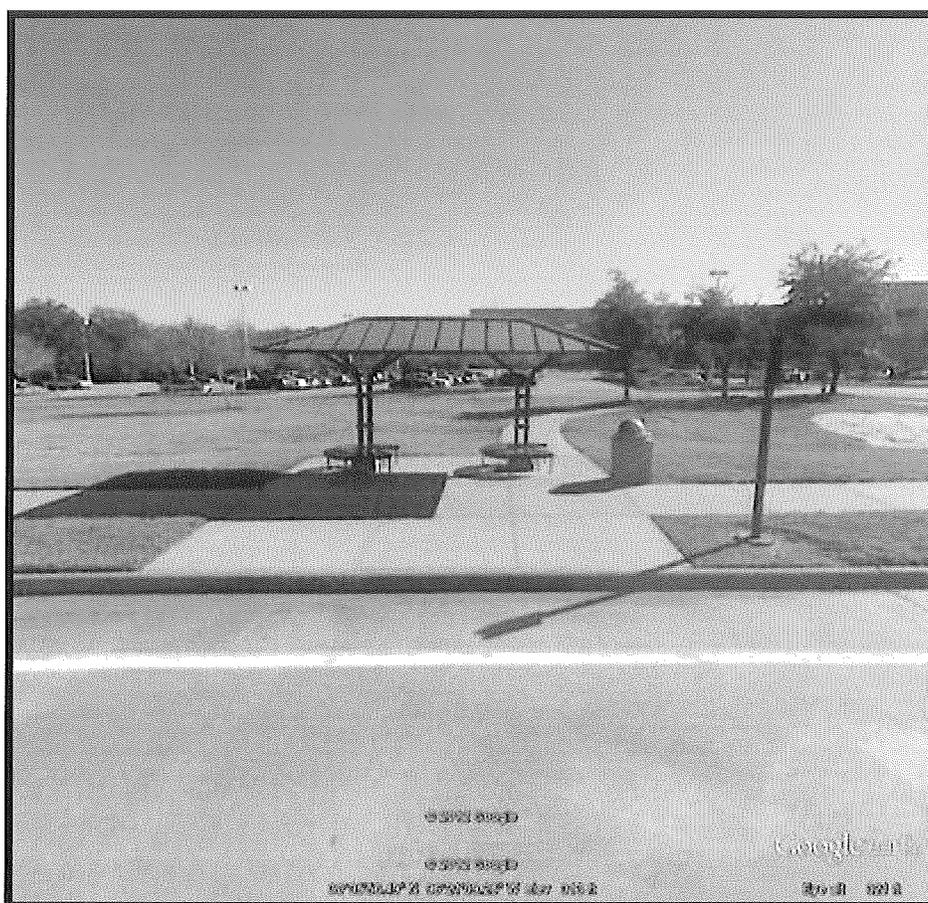
Contract No. _____

Exhibit "A"

Possible locations identified through the Central College Station Neighborhood Plan are as follows:

1. Longmire Drive northbound between Airline Drive and Harvey Mitchell Parkway.
- 2A. Texas Ave southbound between Harvey Mitchell Parkway and Brothers Blvd.
- 2B. If the Texas Ave site is not viable the alternative site is on Longmire Dr northbound between Treehouse Trail and Deacon Dr.

The style of the shelter to be constructed will be similar to the image below and will include bike racks for cyclists that wish to utilize transit.



Contract No. _____

August 23, 2012
Consent Agenda Item No. 2f
Annual Reconfirmation for Texas A&M University Nuclear Science Center

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

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

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

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

Budget & Financial Summary: None.

Attachments:

Resolution

Reconfirmation Agreement form

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the City Council of the City of College Station, Texas, wishes to continue to partner and collaborate to provide service and equipment to respond in the event of a radiological incident at the Texas A&M Nuclear Science Center; now, therefore,

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

PART 1: That the City Council hereby approves the Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

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

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

ADOPTED this _____ day of _____, A.D. 2012.

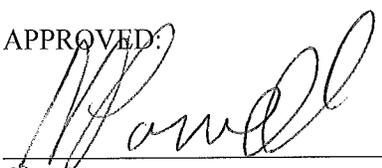
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Agreement Between
The Texas A&M University Nuclear Science Center
And
The College Station Fire Department

This is to reconfirm the agreement, as per Resolution No. 06-25-86-05, dated 25 June 1986. The City of College Station Fire Department and Ambulance Service agrees to provide the below listed services and use of equipment to Texas A&M University, the Texas Engineering Experiment Station, and Nuclear Science Center in the event of the implementation of emergency plans. The City of College Station Fire Department also agrees to participate in an annual training program to be presented by these organizations.

List of Services and Equipment to be provided

1. Fire Protection
2. Ambulance Service
3. Emergency Medical Assistance

Robert Alley
Fire Chief for the City of College Station, Texas

Signature: _____

Date: _____

August 23, 2012
Consent Agenda Item No. 2g
New Agreement to Change to Brazos Valley Community Action Agency
Community Housing Development Funding Agreement Funds

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the approval of an agreement with Brazos Valley Community Action Agency (BVCAA) to revise the use of Community Housing Development Organization (CHDO) proceeds generated from activities completed with HOME Investment Partnership Program (HOME) grant CHDO funds and agree to remove the requirement for the return of 25% of the proceeds generated from funds allocated with contract 08-292.

Relationship to Strategic Goals: Financially Sustainable City, Core Services and Infrastructure, and Neighborhood Integrity

Recommendation(s): Staff recommends approval of an agreement to revise the use of CHDO proceeds generated from activities completed with HOME grant CHDO funds. This revision will allow BVCAA to continue with the construction of new, affordable single-family homes and allow for other eligible affordable housing activities such as rental rehabilitation, single-family rehabilitation, weatherization, and minor repairs. Additionally, staff recommends the deletion of the requirement for the return of 25% of the proceeds generated from CHDO funds allocated through contract 08-292.

Summary: The action requested is a new agreement to change contracts 12-044, 08-292, 06-313, 05-003, and 02-199 with BVCAA for CHDO proceeds generated from activities funded with HOME grant CHDO funds received from the U. S. Department of Housing and Urban Development (HUD). BVCAA has utilized CHDO funds for approximately fourteen (14) years to construct new affordable single-family homes in College Station that they have sold or made available for sale to income-eligible home buyers. The sale of these homes has generated proceeds that are currently designated for HOME eligible activities.

Several factors have led to this proposed agreement to revise the use of CHDO proceeds. The ability to construct an affordable home depends greatly on the cost to purchase a lot. As prices have increased in College Station, the values of the homes have increased as well. Homes built by BVCAA must be sold to income-eligible home buyers who meet the HUD defined income limits for our area. In order to purchase a home, home buyers must qualify for a private mortgage. The mortgage industry has implemented more strict qualification standards following the national mortgage crisis. Therefore, an income-eligible family that meets HUD requirements finds it more difficult to qualify for a mortgage sufficient to purchase the higher priced homes in College Station. BVCAA, the City, and CHDO EMBRACE Brazos Valley are having more difficulty in selling new homes.

BVCAA has generated approximately \$500,000 in proceeds from new home sales since 2002. This contract amendment will allow BVCAA to carry out other eligible affordable housing activities that will continue with the mission to increase affordable housing opportunities in College Station and assist those households in need. Proceeds generated from CHDO activities are not required to meet all of the requirements of the HOME grant but City staff will ensure that standards are in place to ensure appropriate use of funds. These standards will include the definition of the household income, specific types of activities to be completed, and an approval and reporting mechanism.

Additionally, Contract 08-292 requires that BVCAA return 25% of the proceeds generated from CHDO activities completed with that allocation to the City. As these funds would be used for additional affordable housing activities, staff recommends that this requirement be deleted from the contract to allow BVCAA to carry out these activities.

Budget & Financial Summary: CHDO proceeds generated from projects completed with funds allocated through Contracts 12-044, 08-292, 06-313, 05-003, and 02-199 currently held by BVCAA, as allowed by regulations.

Attachments:

Attachment 1: Agreement

**FUNDING AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND
BRAZOS VALLEY COMMUNITY ACTION AGENCY
CONTRACT NO. _____**

WHEREAS, the **City of College Station** a Texas home-rule municipal corporation, Texas has entered into HOME CHDO Allocation of Funding Agreements with contract numbers of: No. 02-199, No. 05-003, No. 06-313, No. 08-292 and No. 12-044 with **Brazos Valley Community Action Agency** for HOME CHDO Allocation Funding;

WHEREAS, the above referenced HOME CHDO Allocation of Funding Agreements were approved by the College Station City Council; and

WHEREAS, the City and BVCAA agree to change the use of the proceeds of the HOME CHDO Allocation of Funding Agreements and enter into a new agreement to reflect that change;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the recitations above and the covenants expressed herein below, the parties agree as follows:

The City and BVCAA agree any and all Program Income as defined by 24 CFR 84.2 must be disbursed by BVCAA prior to requesting a disbursement of funds from the City. CHDO proceeds from the sale of properties developed under this agreement are not to be considered program income, but all may be retained by BVCAA as allowed under 24 CFR 92.300(1)(2). Proceeds retained by BVCAA must be used for future affordable housing projects within the jurisdictional boundaries of the City of College Station. BVCAA must receive approval from the City for projects prior to the expenditure of funds.

The City and BVCAA will follow the terms and conditions as stated in the above referenced funding agreements until the expiration of this agreement, unless those terms conflict with this agreement.

The City and BVCAA agree that this agreement will expire when the proceeds have been expended.

The City and BVCAA agree that no new funds will be allocated under this agreement by the City.

**BRAZOS VALLEY COMMUNITY
ACTION AGENCY**

By: KAREN GARBER

Printed Name: [Signature]

Title: CEO

Date: 8-15-2012

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

[Signature]

City Attorney

Date

Executive Director Business Services

Date

August 23, 2012
Consent Agenda Item No. 2h
East District Maintenance Shop
Professional Services Contract
Project Number PK 1101

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a professional services contract (Contract 12-273) with Hawkins Architecture in the amount of \$100,850.00, for the design of an expansion to the existing maintenance facility at Veterans Park.

Relationship to Strategic Goals: Core Services and Infrastructure – Efficiently, effectively, and strategically placed and delivered core services and infrastructure that maintains citizens health, safety, and general welfare and enables the City's economic growth and physical development.

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

Summary: The replacement of the East District Maintenance Shop was included in the 2008 Bond authorization. In 2008 city staff had a plan to relocate the maintenance facility currently located at Central Park. Over the past few years city staff has implemented changes in our approach to park maintenance, and consequently the need for park maintenance facilities and storage. Therefore, staff intends to keep operating the existing maintenance facility at Central Park and expand to the existing maintenance facility at Veterans Park.

The East District Maintenance Shop project includes an expansion of the existing building to provide two additional maintenance bays, a tool room, a chemical room and additional storage. The project will add a fence around the maintenance/storage yard immediately behind the existing facility to create a secure area to store sports equipment and maintenance equipment. The project is necessary to keep pace with the maintenance of the park which is heavily used by the residents of College Station and for regional tournaments.

Budget & Financial Summary: Funds in the amount of \$1,645,000 are currently budgeted in the Parks and Recreation Capital Projects Fund for this project. A total of \$3,176.74 has been expended or committed to date, leaving a balance of \$1,641,823.26 for this contract and future expenditures.

Attachments:

- 1.) Contract on file in City Secretary's Office
- 2.) Project Location Map



August 23, 2012
Consent Agenda Item No. 2i
Emerald Forest Drainage Improvements Project
Construction Contract Change Order
Project Number SD-1006

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a deductive change order to the construction contract (Contract 12-031) with Follis-Cole Construction in the amount of \$160,192.37, for the construction of the Emerald forest Drainage Improvements Project (SD-1006).

Relationship to Strategic Goals: Core Services and Infrastructure- Efficiently, effectively, and strategically placed and infrastructure that maintains citizens health, safety, and general welfare and enables the City's economic growth and physical development.

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

Summary: The purpose of this project is for drainage improvements to the common back lot line of Emerald Forest Phases Three and Four, specifically adjacent to the common utility easement from Emerald Parkway to Sebesta Road. The neighborhood made contact with the City and requested these improvements in 2010. Staff has spent a significant amount of time working with each property owner to answer questions about the impact of the improvements and to obtain temporary construction easements. A naturally occurring creek runs along the back lots of several residential homes within these two sections. Sections of this creek hold stagnant water and other areas of the creek are routinely eroding. This construction project will address these issues.

The improvements include re-grading several locations along the creek, clearing and grubbing of overgrown brush and trees, and the installation of gabion basket walls and mattresses. The gabion baskets and mattresses are necessary to help prevent future erosion along the creek channel.

This construction contract was awarded in December 2011 and the contractor began developing a submittal for the gabion baskets and mattresses. As part of the submittal, the contractor undertook a geotechnical investigation of the existing site conditions. The findings of the geotechnical engineer's report showed the need for changes to the gabion basket design, which resulted in a significant change to the project scope. After numerous months of discussion on the gabion baskets and negotiations over the cost and schedule changes, city staff feels it is in our best interest to cancel this contract and rebid the project. The Contractor has no objections to the cancelation, and has simply requested a reimbursement for all expenses to date, which is \$2,707.32. With this change order, the existing contract is effectively being canceled so the project can be rebid later this fall.

Budget & Financial Summary: The current budget for this project is \$257,100. Funds in the amount of \$70,511.60 have been expended to date, primarily for the design of this project. The budget currently allocated to this purchase order will remain in the budget balance once the change order is approved.

Attachments:

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

CHANGE ORDER NO. 1 DATE: August 1, 2012 Contract No. 12-031
P.O.# 120391 PROJECT: Emerald Forest Drainage Improvements Funded in Whole/Part w CO's Y/N

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

CONTRACTOR:
Follis-Cole Construction, LLC
2723 S FM 46 Ph: (979) 220-8856
Franklin, TX 77856 Fax: (979) 828-2833

PURPOSE OF THIS CHANGE ORDER:
A. The contractor undertook a geotechnical investigation of the project location as part of a require submittal for the project. The findings of the geotechnical engineers report showed that an increase in the scope of the project that would result in a material change to construction contract would be required. As such, both parties agree that the contractor should be paid for their expenses incurred for the geotechnical report and that the current contract be closed out so that the scope of the project can be reevaluated and rebid at a later date.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Reduction of contract less work to date	\$160,192.37	1	0	(\$160,192.37)
					TOTAL	(\$160,192.37)

THE NET AFFECT OF THIS CHANGE ORDER IS 98% DECREASE.

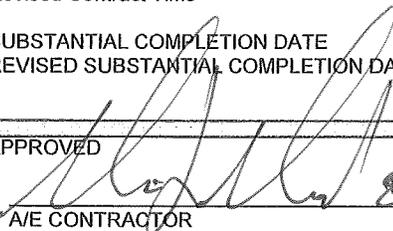
LINE 1 (912-9111-975.30-20/SD1006) (\$160,192.37)
TOTAL CHANGE ORDER (\$160,192.37)

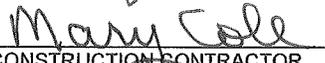
ORIGINAL CONTRACT AMOUNT \$162,899.69
CHANGE ORDER NO. 1 (\$160,192.37) -98% % CHANGE
REVISED CONTRACT AMOUNT \$2,707.32 -98% % TOTAL CHANGE

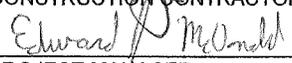
ORIGINAL CONTRACT TIME 90 Days
Time Extension No. 1 Days
Revised Contract Time 90 Days

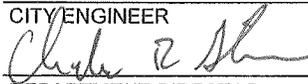
SUBSTANTIAL COMPLETION DATE N/A
REVISED SUBSTANTIAL COMPLETION DATE N/A

APPROVED

 8-3-12
A/E CONTRACTOR Date

 8-1-12
CONSTRUCTION CONTRACTOR Date

 8/2/12
PROJECT MANAGER Date

N/A
CITY ENGINEER Date
 6 Aug. 2012
DEPARTMENT DIRECTOR Date

CHIEF FINANCIAL OFFICER Date

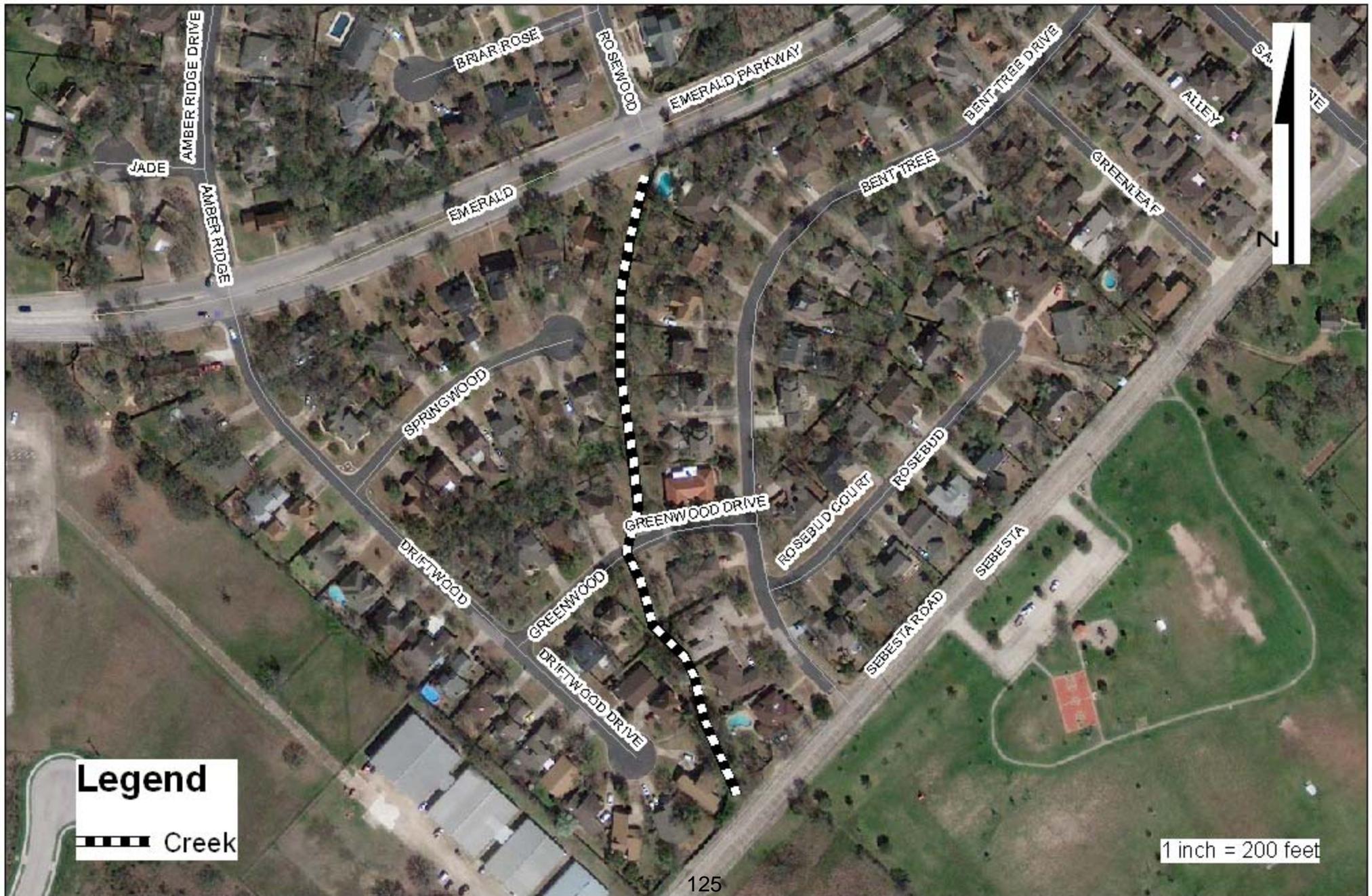
 _____
CITY ATTORNEY Date

CITY MANAGER Date

MAYOR Date

CITY SECRETARY Date

Emerald Forest Drainage Improvements Project Location Map



August 23, 2012
Consent Agenda Item No. 2j
TAMUS Easement Agreement Renewal
Bizzell Drive at George Bush Drive

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an easement agreement renewal with the Texas A&M University System for the purpose of operating and maintaining a traffic signal at Bizzell Drive and George Bush Drive.

Relationship to Strategic Goals: Improving Mobility – Maintain and rehabilitate system to avoid costly replacement.

Recommendation(s): Staff recommends approval of the agreement

Summary: This agreement renews a previously approved agreement between the Texas A&M University System and the City of College Station for an easement to operate and maintain a traffic signal at the intersection of Bizzell Drive and George Bush Drive.

Budget & Financial Summary: There is no budget or financial impacts associated with the passage of this agreement.

Attachments:

1. Easement Agreement

EASEMENT AGREEMENT
(Traffic Cable)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**TAMUS**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by TEX. EDUC. CODE ANN. §85.26, in consideration of the mutual benefits to be derived by both parties, hereby **GRANTS, BARGAINS, SELLS, and CONVEYS** to **CITY OF COLLEGE STATION, TEXAS**, a municipality of the State of Texas, as grantee (“**COLLEGE STATION**”), its permitted successors and assigns, a nonexclusive right-of-way easement (the “Easement”) for a traffic signal. The Easement is variable in width on, across and under certain property of **TAMUS** (the “Property”), located in Brazos County, Texas, more particularly described in Exhibit “A” attached hereto and made part of this Easement Agreement (this “Agreement”).

2. Purpose and Location of Easement. The Easement is granted for the purpose of operating and maintaining a traffic signal at Bizzell Street and George Bush Drive. A plat of the Property showing the surface area affected by the Easement and the location of **COLLEGE STATION**’s right-of-way is depicted on Exhibit “B” attached hereto and made a part of this Agreement.

3. Right of Access. **COLLEGE STATION** has the right of ingress and egress across the Property for the purpose of maintaining, repairing, replacing, and rebuilding such line. **COLLEGE STATION** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for constructing, maintaining, repairing, replacing, and rebuilding such line. Any gate or opening used by **COLLEGE STATION** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. **COLLEGE STATION** will clearly mark the location of the cable in a manner and to the extent required by law. If **COLLEGE STATION** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any personal property, other than its own personal property, **COLLEGE STATION** must, within a reasonable period of time, repair, or replace the improvement or personal property to the extent that such improvement or personal property will, as nearly as practicable, be in like condition as before such damage or destruction. In lieu of requiring repair or replacement, **TAMUS** may, at its option, require that **COLLEGE STATION** pay money damages, including without limitation, those damages incurred as a result of **COLLEGE STATION** or its agents or employees entering or departing the Property, or by reason of being present on the Property. **COLLEGE STATION** agrees to notify **TAMUS** five (5) business days prior to commencement of any repairs, replacements or additional construction on the Property.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. **TAMUS** expressly retains all rights to grant, control and renew all



restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

6. Duration of Easement. In accordance with TEX. EDUC. CODE ANN. §85.26(c), this grant is for a term of ten (10) years and may be renewed only at the election of TAMUS. COLLEGE STATION expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from the Board of Regents of The Texas A&M University System, is a violation of state law that subjects COLLEGE STATION to a penalty of ONE HUNDRED DOLLARS (\$100) for each day of such violation. COLLEGE STATION agrees to pay TAMUS such penalty within ten (10) business days after receipt of notice from TAMUS sent in compliance with Paragraph 13 of this Agreement.

7. Removal of Equipment. COLLEGE STATION has the right to remove its equipment at the expiration of this Agreement provided all obligations to TAMUS under this Agreement are fully satisfied. All equipment must be removed within one hundred twenty (120) calendar days from the date of termination or abandonment of the Easement granted by this Agreement. If removal causes injury to the surface or to any improvements of TAMUS, COLLEGE STATION will restore the surface or improvements or at TAMUS' option, pay for such damage within sixty (60) calendar days after completion of such removal. If COLLEGE STATION fails to remove the equipment within the times set forth in this Paragraph, TAMUS shall have the right to remove and dispose of the equipment and collect all costs of removal and disposal from COLLEGE STATION.

8. Nonexclusive Easement. The Easement is nonexclusive. TAMUS reserves for TAMUS and TAMUS' successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with COLLEGE STATION's use.

9. Hold Harmless. COLLEGE STATION AND TAMUS, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, EACH AGREE TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF EACH PARTIES' RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

10. Use of Property; Compliance. During the term of this Agreement, COLLEGE STATION shall comply with and obtain any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property, including the Antiquities Code of Texas, Chapter 191 of the Texas Natural Resources Code. COLLEGE STATION agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property shall remain with TAMUS.

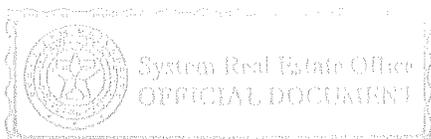


11. Hazardous Waste. COLLEGE STATION will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. COLLEGE STATION is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY COLLEGE STATION AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO COLLEGE STATION'S USE, THEN COLLEGE STATION, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, SHALL INDEMNIFY, DEFEND, AND HOLD TAMUS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF TAMUS BY COLLEGE STATION INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

12. Default and Termination. It is agreed that upon default by COLLEGE STATION of any of the covenants and conditions set forth in this Agreement, TAMUS has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim TAMUS may have against COLLEGE STATION; provided, however, TAMUS will give COLLEGE STATION written notice of its intention to terminate the Easement and the reasons for termination, and COLLEGE STATION will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, as determined by TAMUS in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to TAMUS without the necessity of any further action or suit on the part of TAMUS. Upon termination or abandonment, COLLEGE STATION agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following written demand from TAMUS, then TAMUS shall have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one calendar year.

13. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested,



and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. **TAMUS** and **COLLEGE STATION** may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMUS: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate
301 Tarrow, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6350
Fax: (979) 458-6359

COLLEGE STATION: City of College Station, Texas
P.O. Box 9960
College Station, Texas 77840-7896
Attention: City Manager
Phone: (979) 764-3510

14. Waiver. The failure of **COLLEGE STATION** or **TAMUS** to insist in any one or more instances on a strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

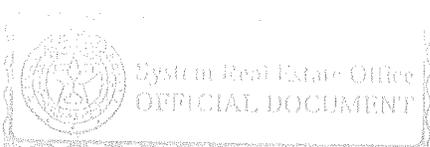
15. Privileges and Immunities. **COLLEGE STATION** acknowledges that **TAMUS** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **TAMUS** of its right to claim exemptions, privileges, and immunities as may be provided by law.

16. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **TAMUS** shall be in the county in which the primary office of the chief executive officer of **TAMUS** is located.

17. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

18. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

19. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.



20. Assignment. COLLEGE STATION may not sell, assign, encumber or convey the Easement without the prior written consent of TAMUS and any attempt by COLLEGE STATION to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate.

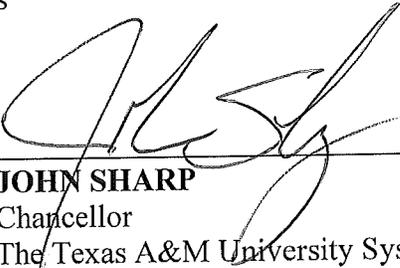
21. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

22. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

23. Effective Date. This Agreement is deemed to be in force as of the 27th day of June, 2012.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By:

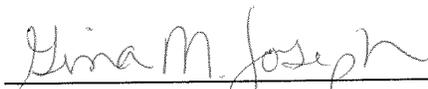


JOHN SHARP

Chancellor

The Texas A&M University System

APPROVED AS TO FORM:

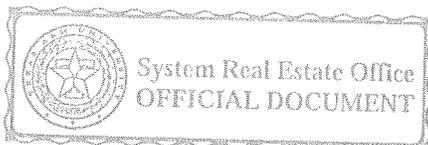


GINA M. JOSEPH

Assistant General Counsel

Office of General Counsel

The Texas A&M University System



TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF COLLEGE STATION, TEXAS,
a municipality of the State of Texas

By: _____
NANCY BERRY
Mayor

APPROVED AS TO FORM AND CONTENT:

Carla A Robinson

CARLA ROBINSON
City Attorney

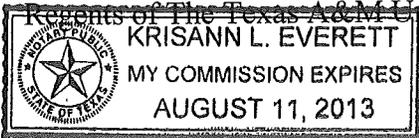
ATTEST:

SHERRY MASHBURN
City Secretary

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 27 day of June, 2012 by **JOHN SHARP**, Chancellor of The Texas A&M University System, on behalf of the Board of ~~Regents of The Texas A&M U~~iversity System, an agency of the State of Texas.



Krisann L. Everett

Notary Public

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me this ___ day of _____, 2012 by **NANCY BERRY**, Mayor of the City of College Station, Texas, a municipality of the State of Texas, on behalf of said municipality.

Notary Public

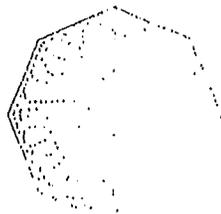


FIELD NOTES
Variable Width Easement
At Intersection of Bizzell Drive and F.M. 2347
0.5484 Acres

Being all that certain tract or parcel of land lying and being situated in the J.E. SCOTT LEAGUE, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the 1226 acre tract of land conveyed to the Agricultural and Mechanical College of Texas by J. Fred Cox by deed dated June 21, 1871 and recorded in Volume M, Page 142 of the Deed Records of Brazos County, Texas (B.C.D.R.), and being more particularly described by metes and bounds as follows:

BEGINNING: at an angle point in the northwest line of a 14.318 acre right-of-way easement for F.M. 2347 (commonly known as George Bush Drive), said right-of-way being conveyed by Texas A&M University System to the State of Texas and recorded in Volume 263, Page 117 (B.C.D.R.), said angle point being at or near the centerline intersection of a university street commonly known as Bizzell Drive, and the said F.M. 2347 northwest line, said angle point also being perpendicular to F.M. 2347 baseline station 117+57.27 according to TxDOT Control Map 3138-1-1, from whence a found 5/8-inch iron rod marking the most westerly corner of the Timber Street right-of-way (based on an 80-foot width described on the unrecorded final plat of College Station Independent School District Willow-Branch and Oakwood School sites dated May 5, 1998 and on file at the City of College Station Municipal building) bears S 20° 00' 27" E at a distance of 128.69 feet;
THENCE: S 40° 53' 00" W along said northwest right-of-way line of F.M. 2347 for a distance of 177.40 feet to a chiseled "X" mark set in the curb line;
THENCE: N 47° 45' 58" W for a distance of 16.42 feet to a wood stake set for corner;
THENCE: N 40° 53' 00" E for a distance of 33.82 feet to a wood stake set for corner;
THENCE: 135.48 feet in a counter-clockwise direction along the arc of a curve having a central angle of 48° 37' 56", a radius of 159.61 feet, a tangent of 72.12 feet and a long chord bearing N 00° 50' 32" E at a distance of 131.45 feet to a wood stake set for Point of Tangency;
THENCE: N 23° 28' 26" W for a distance of 103.01 feet to a wood stake set for corner;
THENCE: N 66° 31' 34" E for a distance of 79.84 feet to a wood stake set for corner;
THENCE: S 26° 58' 28" E for a distance of 59.54 feet to a wood stake set for Point of Curvature of a curve to the left;
THENCE: 101.23 feet along the arc of said curve having a central angle of 73° 28' 16", a radius of 78.94 feet, a tangent of 58.92 feet and a long chord bearing S 63° 42' 37" E at a distance of 94.43 feet to a wood stake set for corner;
THENCE: N 51° 12' 42" E for a distance of 67.69 feet to a wood stake set for corner;
THENCE: N 44° 10' 07" E for a distance of 107.83 feet to a wood stake set for corner;
THENCE: S 45° 49' 53" E for a distance of 8.76 feet to a wood stake set for corner in the said northwest right-of-way of F.M. 2347;
THENCE: S 44° 10' 00" W for a distance of 249.51 feet to the POINT OF BEGINNING and containing 0.5484 acres of land (23,889 square feet), more or less.

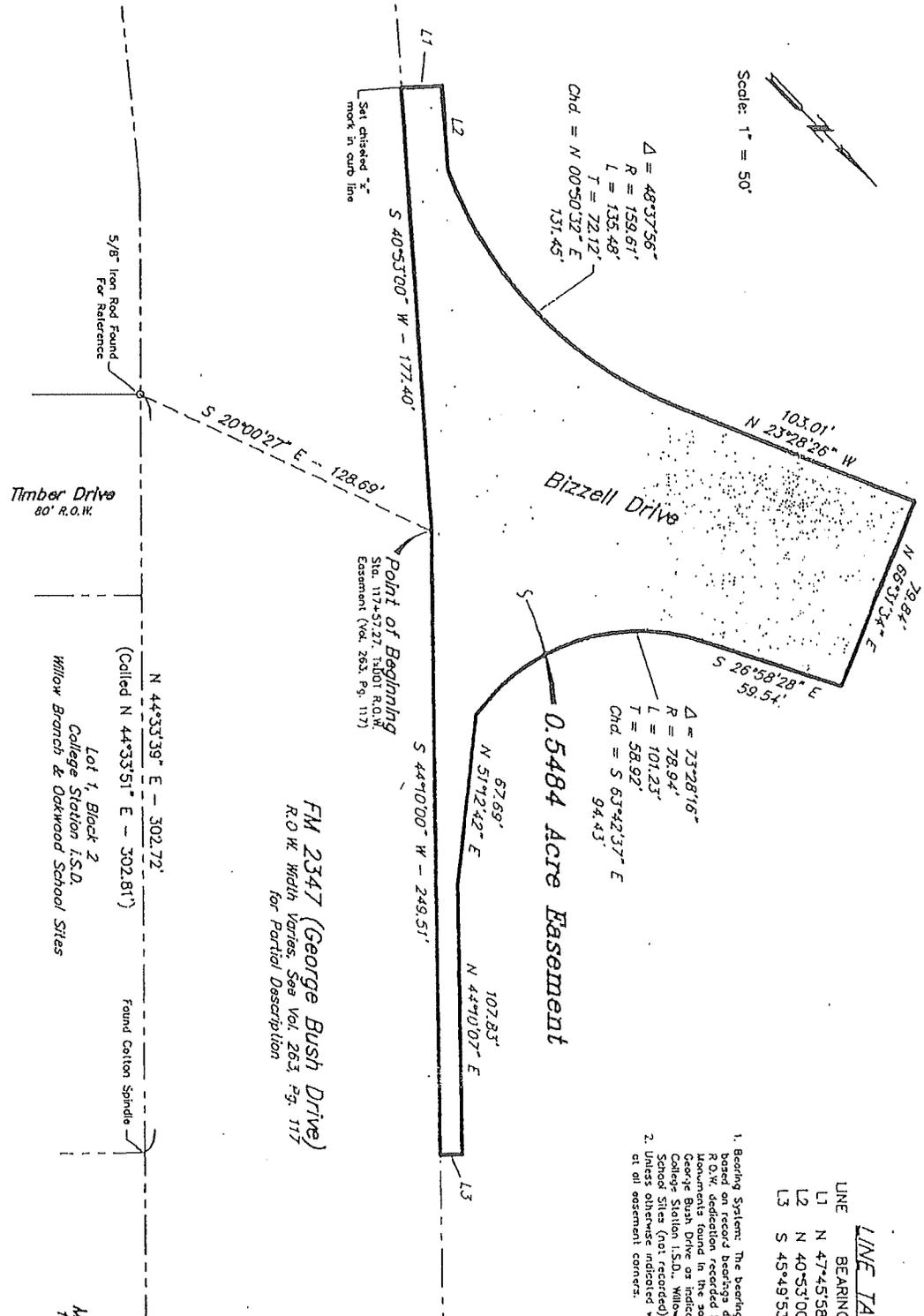
I, Michael R. McClure, Registered Professional Land Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision.



Michael R. McClure 4/4/2000
Michael R. McClure, R.P.L.S. #2859

Exhibit A





LINE TABLE

LINE	BEARING	Distance
L1	N 47°45'58" W	16.42'
L2	N 40°53'00" E	33.82'
L3	S 45°49'53" E	8.76'

1. Bearing System: The bearing system shown herein is based on records described in the Final Plat 2347 and the Survey System described in Vol. 263, Pg. 117 and Monuments found in the southeast 1/4-61-61-1/4 of George Bush Drive as indicated on the Final Plat of College Station I.S.D., Willow Branch & Oakwood School Sites (not recorded).
 2. Unless otherwise indicated wood stakes are set at all easement corners.

FM 2347 (George Bush Drive)
 R.O.W. Width Varies, See Vol. 263, Pg. 117
 for Partial Description

McCLURE ENGINEERING, INC
 1008 Woodcreek Drive, Suite 103
 College Station, Texas 77845
 (979) 693-3838
 9830-e02-d-9

Exhibit B

August 23, 2012
Consent Agenda Item No. 2k
Construction Contract # 12-289
Wolf Pen Creek Park Electrical Additions

To: David Neeley, City Manager

From: David Schmitz, Director, Parks and Recreation

Relationship to Strategic Goal: Neighborhood Integrity; Diverse Growing Economy

Agenda Caption: Presentation, possible action, and discussion on a construction contract with Dailey Electric in the amount of \$61,406.31, for electrical additions/upgrades to add electrical power at various locations throughout Wolf Pen Creek Park, Project Number PK-1217.

Recommendation(s): Staff recommends approval and award of the construction contract with Dailey Electric for the electrical additions/upgrades in the amount of \$61,406.31, and sixty (60) construction days.

Summary: The proposed electrical additions include the addition of outlets, breakers, timers, underground conduit, transformers and other equipment to complete the project. This will provide more power for all future events in Wolf Pen Creek Park.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on July 24, 2012. The bid summary is attached. Funds are available from Park Zone 3 Parkland Dedication Funds.

Attachments:

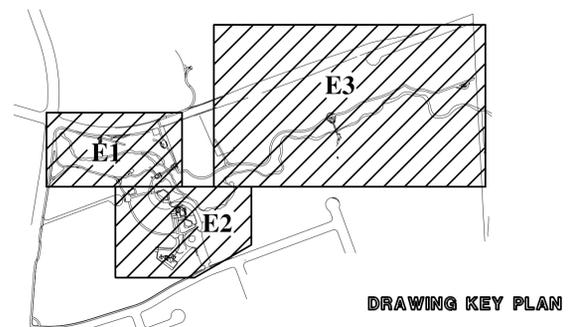
1. Bid Tab Number 12-083
2. WPC Electrical Additions Sheet E-1
3. WPC Electrical Additions Sheet E-2
4. WPC Electrical Additions Sheet E-3
5. WPC Electrical Additions Sheet E-4



City of College Station - Purchasing Division
Bid Tabulation for #12-083
"Wolf Pen Creek Electrical Additions"
Open Date: Tuesday, July 24, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dailey Electric, Inc. (College Station, TX)		Britt Rice Electric, LP (College Station, TX)		JaCody, Inc. (College Station, TX)		Bryan Construction Electrical Contractors, Inc. (Bryan, TX)		Atlas Electric (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID													
1	1	LS	Furnish and install all electrical equipment as per plans and specifications	\$39,859.00	\$39,859.00	\$40,525.00	\$40,525.00	\$45,000.00	\$45,000.00	\$43,157.00	\$43,157.00	\$79,971.00	\$79,971.00
ADD/DEDUCT ITEMS													
A.1	1	LS	Furnish and install all electrical equipment on lower trail as shown on Sheet E-3.	\$21,547.31	\$21,547.31	\$21,410.00	\$21,410.00	\$20,000.00	\$20,000.00	\$23,723.00	\$23,723.00	\$35,022.00	\$35,022.00
BASE BID PLUS ALL ALTERNATES				\$61,406.31		\$61,935.00		\$65,000.00		\$66,880.00		\$114,993.00	
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓	
Bid Bond				Cashier's Check #374117		✓		✓		✓		✓	

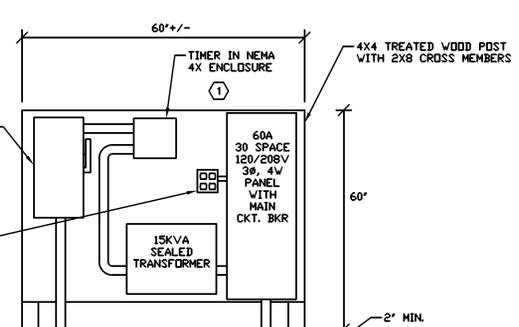
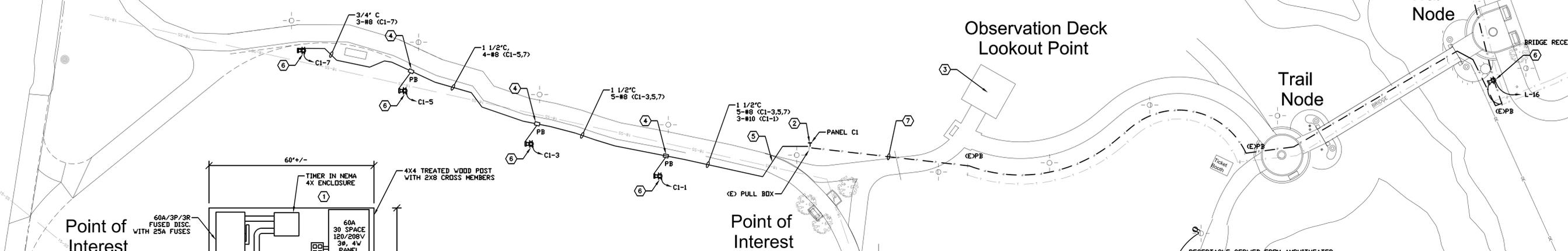
PANEL C1											
120/208 VOLT, 3 PHASE, 4 WIRE											
60 AMP (MCCB) < 60 AMP MCCB >											
NEMA 3R											
CKT	SERVES	WIRE	CB	VA	VA	VA	CB	WIRE	SERVES	CKT	
1	RECEPTACLES	10	20	2000			20		SPARE	2	
2	RECEPTACLES	9	20		2000		20		SPARE	4	
3	RECEPTACLES	8	20			2000	20		SPARE	6	
4	RECEPTACLES	8	20				20		SPARE	8	
5	RECEPTACLES	8	20				20		SPARE	10	
6	RECEPTACLES	8	20				20		SPARE	12	
7	RECEPTACLES	8	20				20		SPARE	14	
8							20		SPARE	16	
9							20		SPARE	18	
10							20		SPARE	20	
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27							20		SPARE		
28							20		SPARE		
29							20		SPARE		
30							20		SPARE		



GENERAL NOTES:
EQUIPMENT AND DEVICE LOCATIONS:
RECEPTACLES AND NEW PANELS ARE SHOWN IN THEIR APPROXIMATE LOCATION (PLUS OR MINUS 30'). ACTUAL LOCATION IS TO BE DETERMINED BY THE OWNER JUST PRIOR TO INSTALLATION.

IRRIGATION SYSTEMS:
EXISTING IRRIGATION SYSTEMS WILL BE LOCATED BY THE OWNER PRIOR TO AND EXCAVATION. ELECTRICAL CONTRACTOR WILL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE DONE TO PARTS OF THE SYSTEM LOCATED BY THE OWNER.

EROSION CONTROL:
ALL AREAS DISTURBED BY EXCAVATION MUST BE BACKFILLED AND COVERED WITH NEW SOD AT THE END OF EACH DAY OR THE CONTRACTOR SHALL PROVIDE A PRE-APPROVED EROSION AND SEDIMENTATION CONTROL PLAN IN ACCORDANCE WITH THE CURRENT 8/C/S UNIFIED SPECIFICATION SECTION 31 25 13.



LOWER TRAILS NORTH POWER PLAN
SCALE: 1"=30'-0"

- NOTES:
- REFER TO NOTE #3 ON DRAWING E2 FOR TIMER TYPE.
 - INSTALL TRANSFORMER RACK (RE DET 1 THIS DRAWING) IN TREES THIS APPROXIMATE LOCATION WITH 1" CONDUIT TO NEAREST (E) PULL BOX FOR PRIMARY POWER AND 1 1/2" CONDUIT FOR FUTURE.
 - INSTALL 15KVA, 277V/120V SEALED XFMR IN CUPOLA OF OVER LOOK STRUCTURE CONNECTED TO (E) LIGHTING CIRCUIT THRU (E) SWITCH AND 8A PRIMARY FUSED DISC. FUSE SECONDARY FOR 20A AND SERVE 20A GFI RECEPTACLE. (MOUNTED CUPOLA) PROVIDE NEMA 1 ENCLOSURE FOR TRANSFORMER AND FUSES.
 - INSTALL 1 1/2" CONDUIT FROM XFMR RACK TO PULL BOX (PB) THIS LOCATION AND BETWEEN NEXT 2 PULL BOXES FOR DUPLEX POWER. ROUTE CONDUIT PARALLEL WITH WALKWAY 2' BEYOND EDGE.
 - BORE DR PUSH CONDUIT UNDER (E) WALK WAY IN THIS AREA.
 - PROVIDE 3/4" CONDUIT FROM NEAREST PULL BOX TO PEDESTAL MOUNTED RECEPTACLE THIS LOCATION RE DET 1 ON DRAWING E2 FOR PEDESTAL REQUIREMENTS. TAP BRANCH CIRCUIT CONDUCTORS IN PULL BOX WITH #10 TO SERVE RECEPTACLES.
 - ROUTE 3-#6 CONDUCTORS AND 1-#8 GROUND FROM (E) PANEL 'H' IN KIOSK TO NEW TRANSFORMER RACK REFERENCED IN NOTE 2 ABOVE.
 - INSTALL NEW 3P/60A BREAKER IN (E) PANEL 'H' THIS APPROXIMATE LOCATION TO SERVE NEW TRANSFORMER RACK.
 - ROUTE NEW 120V CIRCUIT CONDUCTORS THROUGH (E) 2" CONDUIT TO (E) PANEL 'L' THROUGH MULTI POLE CONTACTOR CONTROLLED BY MECHANICAL TIMER IN KIOSK.
 - INSTALL 6 EACH 1P/20A BREAKERS IN (E) SINGLE PHASE PANEL 'L' THIS APPROXIMATE LOCATION TO SERVE NEW OUTLETS.
 - INSTALL 2-#8 AND 1-#10G (IN SAME CONDUIT USED IN NOTE 7 ABOVE) TO SERVE BRIDGE RECEPTACLES.
 - FOR THE ENTIRE PROJECT ALL SPLICES AND TAPS MADE BELOW GRADE ARE TO BE AS DETAILED ON DWG. E4 DETAIL 1 AND 2.

NORTH TRAIL POWER PLAN

SWOBODA ENGINEERING
P: (979) 774-3400
7010 COYOTE RUN
BRYAN, TX
77803-1111

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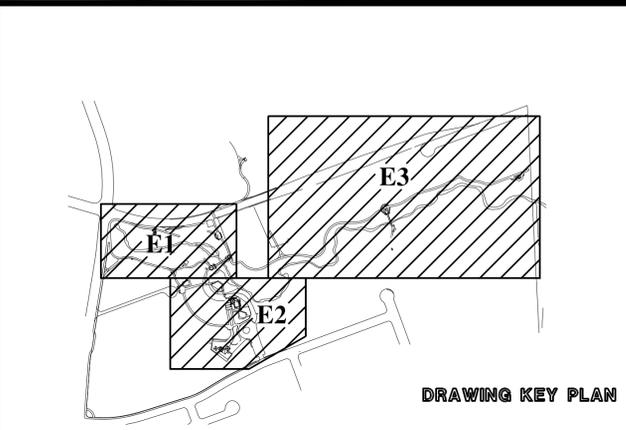
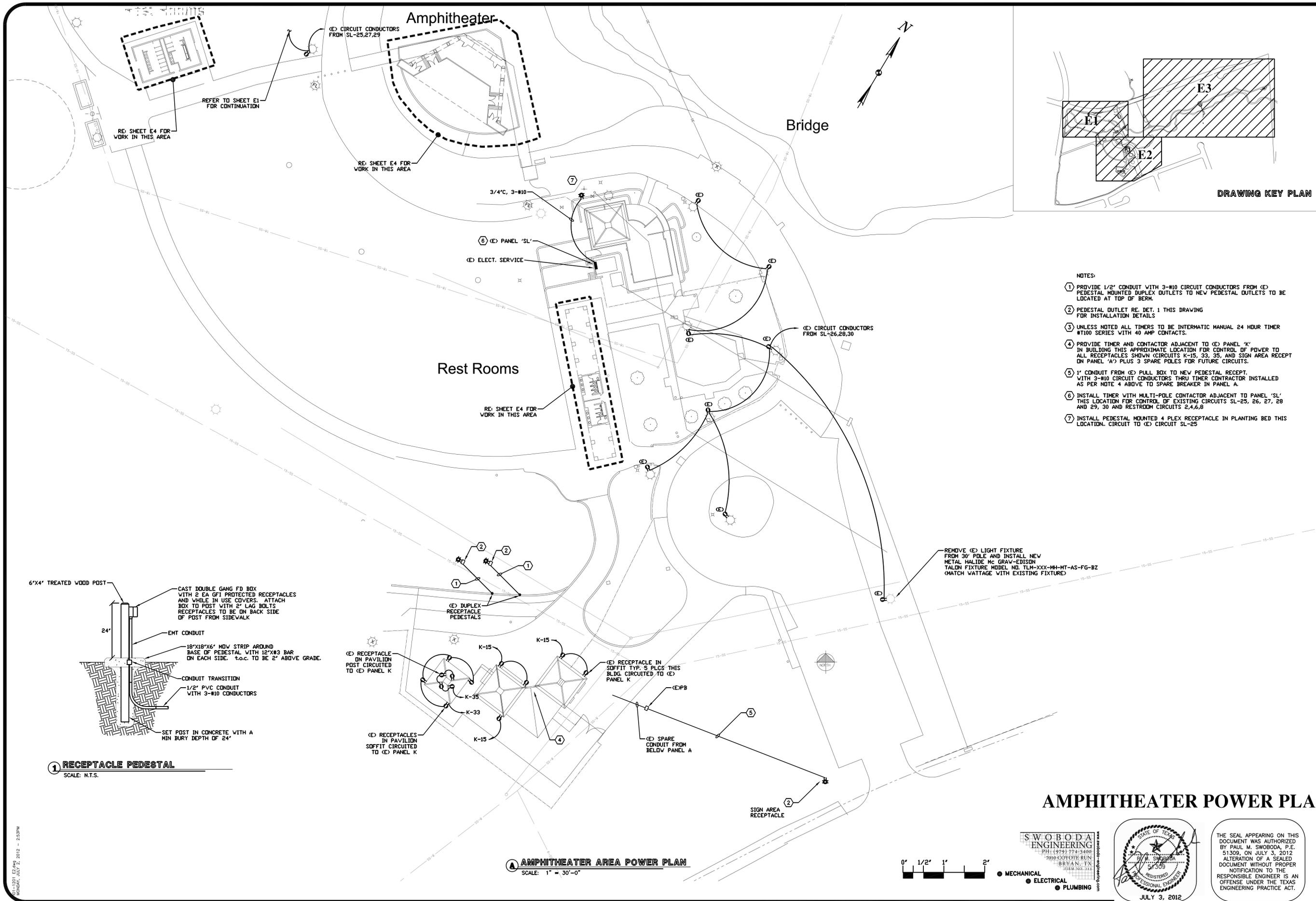


City of College Station
PARKS AND RECREATION DEPARTMENT
POST OFFICE BOX 9960 - 1000 KRENEK TAP ROAD
COLLEGE STATION, TEXAS 77840

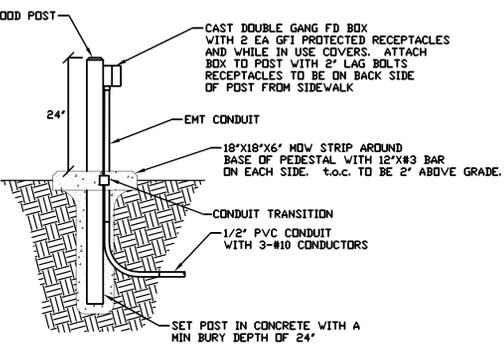
**WOLF PEN CREEK
POWER ADDITIONS**

DATE: 03-2011
PLANNER: PMS
REVISIONS:

SHEET:
E1



- NOTES:
- 1 PROVIDE 1/2" CONDUIT WITH 3-#10 CIRCUIT CONDUCTORS FROM (E) PEDESTAL MOUNTED DUPLEX OUTLETS TO NEW PEDESTAL OUTLETS TO BE LOCATED AT TOP OF BERM.
 - 2 PEDESTAL OUTLET RE. DET. 1 THIS DRAWING FOR INSTALLATION DETAILS.
 - 3 UNLESS NOTED ALL TIMERS TO BE INTERMATIC MANUAL 24 HOUR TIMER #100 SERIES WITH 40 AMP CONTACTS.
 - 4 PROVIDE TIMER AND CONTACTOR ADJACENT TO (E) PANEL 'K' IN BUILDING THIS APPROXIMATE LOCATION FOR CONTROL OF POWER TO ALL RECEPTACLES SHOWN (CIRCUITS K-15, 33, 35, AND SIGN AREA RECEPT ON PANEL 'A') PLUS 3 SPARE POLES FOR FUTURE CIRCUITS.
 - 5 1' CONDUIT FROM (E) PULL BOX TO NEW PEDESTAL RECEPT. WITH 3-#10 CIRCUIT CONDUCTORS THRU TIMER CONTACTOR INSTALLED AS PER NOTE 4 ABOVE TO SPARE BREAKER IN PANEL A.
 - 6 INSTALL TIMER WITH MULTI-POLE CONTACTOR ADJACENT TO PANEL 'SL' THIS LOCATION FOR CONTROL OF EXISTING CIRCUITS SL-25, 26, 27, 28 AND 29, 30 AND RESTROOM CIRCUITS 2,4,6,8
 - 7 INSTALL PEDESTAL MOUNTED 4 PLEX RECEPTACLE IN PLANTING BED THIS LOCATION. CIRCUIT TO (E) CIRCUIT SL-25



1 RECEPTACLE PEDESTAL
SCALE: N.T.S.

AMPHITHEATER AREA POWER PLAN
SCALE: 1" = 30'-0"



SWOBODA
ENGINEERING
PH: (979) 774-3400
7010 COYOTE RUN
BRYAN, TX
TX REG. NO. 111
SINCE 1978



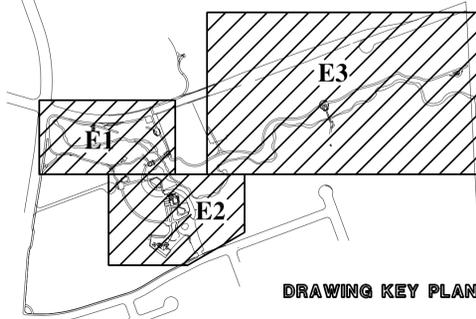
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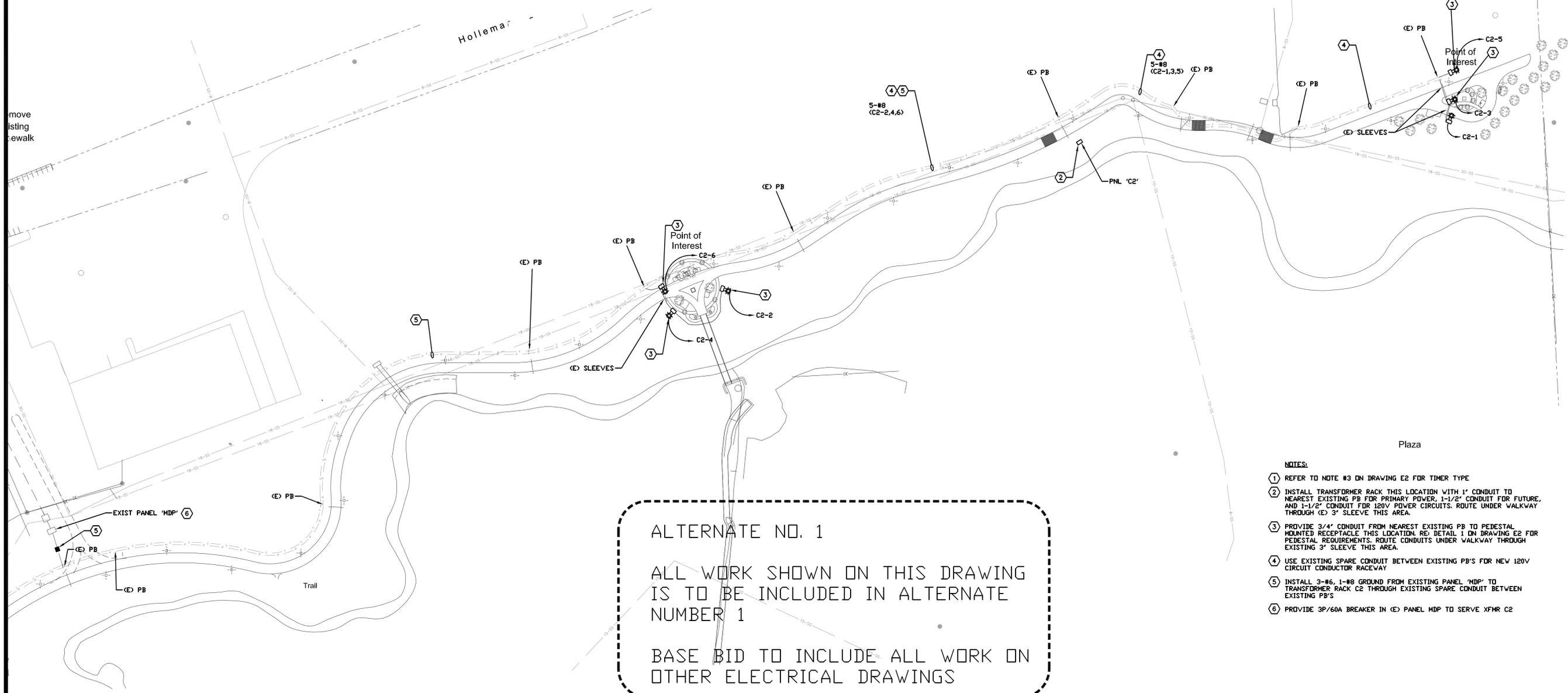
WOLF PEN CREEK
POWER ADDITIONS

DATE: 03-2011
PLANNER: PMS
REVISIONS:

SHEET:
E2



PANEL C2										120/208 VOLT, 3 PHASE, 4 WIRE		SURFACE MOUNTED NEMA 3R	
										50 AMP		50 AMP MCB	
CKT	SERVES	WIRE	CB	V.A. #A	V.A. #B	V.A. #C	CB	WIRE	SERVES	CKT			
1	RECEPTACLES	8	20				20	12	RECEPTACLES	2			
3	RECEPTACLES	8	20				20		SPARE	4			
5	RECEPTACLES	8	20				20		SPARE	6			
7	RECEPTACLES	10	20				20		SPARE	8			
9							20		SPARE	10			
11							20		SPARE	12			
13							20		SPARE	14			
15							20		SPARE	16			
17							20		SPARE	18			
19							20		SPARE	20			
21										22			
23										24			
25										26			
27										28			
29										30			



ALTERNATE NO. 1

ALL WORK SHOWN ON THIS DRAWING IS TO BE INCLUDED IN ALTERNATE NUMBER 1

BASE BID TO INCLUDE ALL WORK ON OTHER ELECTRICAL DRAWINGS

- NOTES:**
- REFER TO NOTE #3 ON DRAWING E2 FOR TIMER TYPE
 - INSTALL TRANSFORMER RACK THIS LOCATION WITH 1" CONDUIT TO NEAREST EXISTING PB FOR PRIMARY POWER, 1-1/2" CONDUIT FOR FUTURE, AND 1-1/2" CONDUIT FOR 120V POWER CIRCUITS. ROUTE UNDER WALKWAY THROUGH (E) 3" SLEEVE THIS AREA.
 - PROVIDE 3/4" CONDUIT FROM NEAREST EXISTING PB TO PEDESTAL MOUNTED RECEPTACLE THIS LOCATION. RE: DETAIL 1 ON DRAWING E2 FOR PEDESTAL REQUIREMENTS. ROUTE CONDUITS UNDER WALKWAY THROUGH EXISTING 3" SLEEVE THIS AREA.
 - USE EXISTING SPARE CONDUIT BETWEEN EXISTING PB'S FOR NEW 120V CIRCUIT CONDUCTOR RACEWAY
 - INSTALL 3-#6, 1-#8 GROUND FROM EXISTING PANEL 'MDP' TO TRANSFORMER RACK C2 THROUGH EXISTING SPARE CONDUIT BETWEEN EXISTING PB'S
 - PROVIDE 3P/60A BREAKER IN (E) PANEL MDP TO SERVE XFMR C2

HWY 6 BYPASS TRAIL POWER
SCALE: 1"=60'-0"

SOUTH TRAIL PWR PLAN



SWOBODA ENGINEERING
PH: (979) 774-3400
7010 COYOTE RUN
BRYAN, TX
TEL: (979) 774-3400



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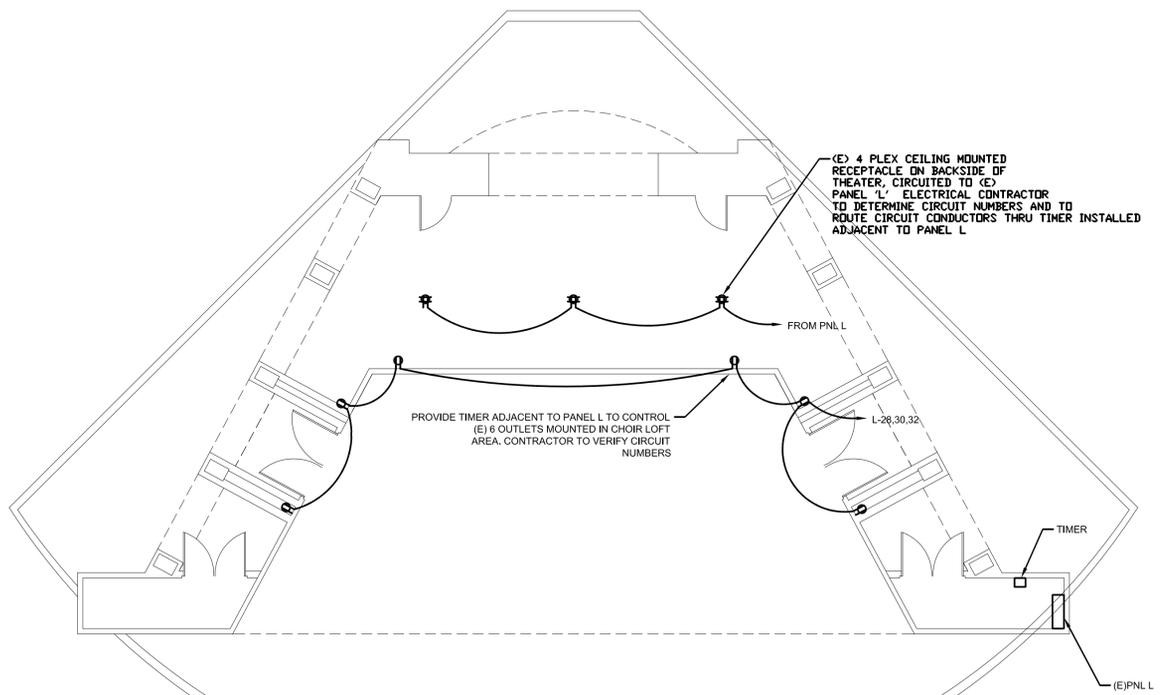
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**WOLF PEN CREEK
POWER ADDITIONS**

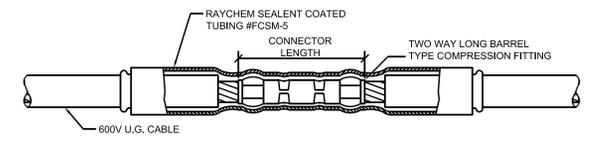
DATE: 03-2011
PLANNER: PMS
REVISIONS:

SHEET:
E3

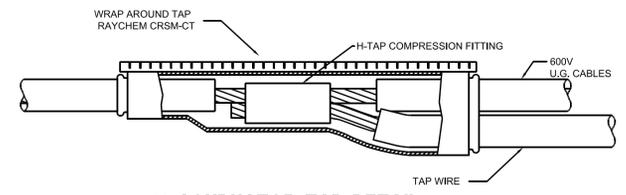
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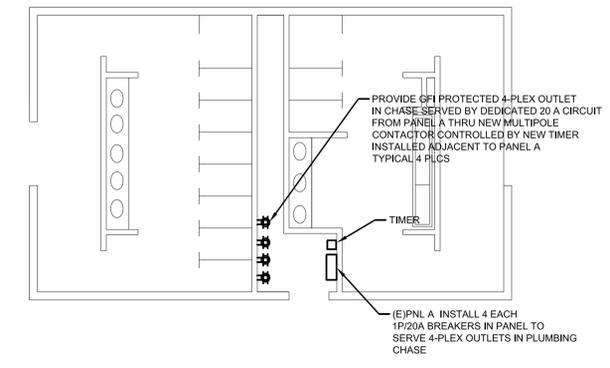
A ENLARGED AMPHITHEATER ELECT. PLAN
SCALE: 1/4"=1'-0"



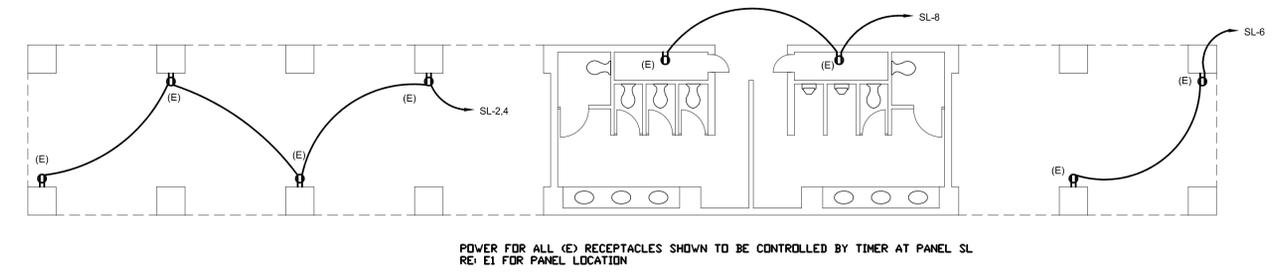
2 CONDUCTOR SPLICE DETAIL
N.T.S.



1 CONDUCTOR TAP DETAIL
N.T.S.



B ENLARGED WEST RESTROOM ELECT. PLAN
SCALE: 1/4"=1'-0"



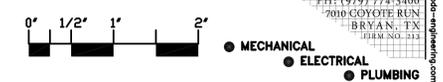
C ENLARGED EAST R.R./PAVILION ELECT. PLAN
SCALE: 1/8"=1'-0"

ELECTRICAL SYMBOL SCHEDULE			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
○ "X"	DOWN LIGHT FIXTURE TYPE "X"	⊞	DUPLEX RECEPTACLE
⊞	FLUORESCENT TUBE FIXTURE TYPE "X"	⊞/GFI	DUPLEX RECEPTACLE W/GROUND FAULT INTERRUPTION
⊞	WALL MOUNTED LIGHT FIXTURE TYPE "X"	⊞/WP	DUPLEX RECEPTACLE WEATHER PROOF
⊞	EXIT LIGHT TYPE "X" DIRECTIONAL AS NOTED	⊞/2-115V	2-115V DUPLEX RECEPTACLES GANGED TOGETHER IN ONE BOX
⊞	BRACKET MTD. FXT. TYPE "X"	⊞/S	SINGLE 115V RECEPTACLE
⊞	UNSWITCHED FLORESCENT FXT.	⊞/D	DIMMER SWITCH
⊞	EMERGENCY FIXTURE TYPE "X"	⊞/C	CONTACTOR
⊞	POLE MTD. FXT. TYPE "X"	⊞/HR	"HOME RUN" CIRCUIT (120/277V)
⊞	SINGLE POLE SWITCH	⊞/HR	"HOME RUN" CIRCUIT (208/480V)
⊞	THREE WAY SWITCH	⊞/120V	120V PANEL
⊞	DISCONNECT	⊞/480V	480V PANEL
⊞	# OF POLES/NEMA RATING/ F OR NF/CURRENT RATING		

NOTE: ALL SYMBOLS MAY NOT BE USED

COMMON ABBREVIATIONS			
A	AMPS	NF	NON-FUSED
C	CONDUIT	OE	OVERHEAD ELECTRIC
CB	CALL BUTTON	P	POLE
COND	CONDENSER	PB	PULL BOX OR PUSH BUTTON
DET	DETAIL	PH	PHASE
DISC	DISCONNECT	UG	UNDER GROUND
DWG	DRAWING	V	VOLTS, VOLTAGE
(E)	EXISTING	W	WATTS, WATTAGE
F	FUSED	XFMR	TRANSFORMER
G, GND	GROUND	X.X.A	DRAWING NUMBER, DETAIL NUMBER
HP	HORSE POWER		

ENLARGED AREAS ELECTRICAL PLANS



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City of College Station
PARKS AND RECREATION DEPARTMENT
POST OFFICE BOX 9860 - 1000 KRENEK TAP ROAD
COLLEGE STATION, TEXAS 77840

WOLF PEN CREEK
POWER ADDITIONS

DATE: 03-2011
PLANNER: PMS
REVISIONS:

SHEET:
E4

August 23, 2012
Consent Agenda Item No. 2L
Bryan/College Station Chamber of Commerce Funding Agreement

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY12 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.

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

Summary: As part of the 2011-2012 budget process the City Council approved outside agency funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 to come from the Hotel Occupancy Tax Fund.

The Chamber of Commerce continues to promote, advocate and refer the City of College Station as a tourism, sporting event and meeting place destination through numerous media sources, radio, television and print. Chamber staff also travels to other areas of the state to promote College Station and the many meetings, activities and events held annually within the community.

This funding will be used to offset a portion of the costs of the annual Economic Outlook Conference, and the Annual Chamber of Commerce banquet which are held at a local hotel and conference center.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2011-2012 Hotel Tax Fund budget in the amount of \$25,000.

Attachments:

1. Bryan/College Station Chamber of Commerce Hotel Tax Fund Funding Agreement (available in City Secretary's Office)
2. Bryan/College Station Chamber of Commerce budget related to Hotel Tax funding

August 23, 2012
Consent Agenda Item No. 2m
Copying and Printing Services

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of estimated annual expenditures related to copying and printing services as follows: Tops Printing \$40,000; Copy Corner \$40,000; Office Depot \$20,000; Cerqa \$20,000.

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

Recommendation(s): Staff recommends approval of expenditures to Tops Printing \$40,000; Copy Corner \$40,000; Office Depot \$20,000; Cerqa \$20,000. These estimates are based on the past year's history for city-wide printing and copying.

Summary: Since closing its internal print shop in October 2007, the City has outsourced its Copying and Printing needs. A spending analysis of the City's Copying and Printing expenditures was completed in June 2012. Staff issued a new Request for Proposal in July 2012 with updated specifications. Six (6) sealed proposals were received and were reviewed by a committee of representatives from several City departments. Based on historical usage, staff recommends the following awards:

I. Category I - Digital Print and Copy

This category includes standard black/white copies/prints; standard color copies/prints; some oversize black/white/color copies/prints; blueprints and finishing services. A multiple award is recommended so departments may choose based on pricing and convenience:

Tops Printing	\$40,000
Copy Corner	\$40,000
Office Depot	\$20,000

II. Category II - Offset Printing and High Volume Color Printing

This category includes City letterhead, pre-printed envelopes and business cards
Cerqa \$20,000

III. Category III – Specialty Printing

This category includes a wide range of services including graphic design, maps, calendars, annual reports, and multi-faceted informational packages, The City will request quotes from firms for these type specialty services. There are no pre-qualified firms on this category.

Budget & Financial Summary: Funds are available and budgeted in each Department for copying and printing services.

Attachments:

None

August 23, 2012
Consent Agenda Item No. 2n
Financial Advisory Consulting Services

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion to approve the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$175,000 for financial advisory services.

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

Summary: First Southwest Company will assist the City in issuing debt, assisting in establishing timelines for issuance 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 has utilized First Southwest Company since 1996 for financial advisor services.

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

Attachments:

1. Contract 12-308 (Available in City Secretary's Office)

August 23, 2012
Consent Agenda Item No. 2o
Pad-Mounted Distribution Transformers

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers maintained in inventory to HD Supply Utilities \$53,150; Techline \$21,416; and KBS \$14,844 for a total of \$89,410.00.

Recommendation(s): Recommend award to each bidder providing the best value to the City as follows:

Item 1:	Techline	\$11,380.00
Item 2:	HD Supply Utilities	\$22,854.00
Item 3:	KBS	\$14,844.00
Item 4:	HD Supply Utilities	\$18,786.00
Item 5:	Techline	\$10,036.00
Item 6:	HD Supply Utilities	\$11,510.00
TOTAL		\$89,410.00

Summary: Seven (7) sealed competitive bids were received and opened on August 3, 2012. The low bidder for Item 4 is Shihlin Electric. Shinlin Electric does not have local representation, and uses overseas manufacturing. All other recommended vendors manufacture on the North American Continent, and have representation within the State of Texas. Therefore, Staff is recommending award for Item 4 based on best value. Staff is familiar with the quality of each recommended bidders products, their reputation and the long term cost for acquiring the products from the vendors recommended. Upon Council approval, purchase orders will be issued to the vendors recommended for award. The transformers will be placed and maintained in the electrical inventory and expensed as necessary.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation #12-088

ITB 12-088 SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 150 KVA Padmount Transformer 208/120 Inventory #285-086-00039	Techline	Howard	2	\$5,690	\$11,380	15-17 weeks
Item #2 300 KVA Padmount Transformer 208/120 Inventory #285-086-00041	HD Supply	GE-Prolec	3	\$7,618	\$22,854	12 weeks
Item #3 750 KVA Padmount Transformer 208/120 Inventory #285-086-00043	KBS	Ermco	1	\$14,844	\$14,844	10 weeks
Item #4 1000 KVA Padmount Transformer 208/120 Inventory #285-086-00044	HD Supply	GE-Prolec	1	\$18,786	\$18,786	12 weeks
Item #5 112.5 KVA Padmount Transformer 480/277 Inventory #285-086-00045	Techline	Howard	2	\$5,018	\$10,036	13-15 weeks
Item #6 750 KVA Padmount Transformer 480/277 Inventory #285-086-00050	HD Supply	GE-Prolec	1	\$11,510	\$11,510	12 weeks
		GRAND TOTAL			\$89,410	

ITEM NUMBER: 1**ITEM DESCRIPTION:** 150 KVA Padmount Transformer 208/120**Order Quantity:** 2**INVENTORY #:** 285-086-00039

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$5,876.00	\$11,752.00	\$8,391.95	12
KBS #1	Cooper	\$8,026.00	\$16,052.00	\$10,545.94	6-8
KBS #2	Ermco	\$5,995.00	\$11,990.00	\$8,571.15	10
Priester Mell & Nicholson	CG Power	\$6,232.00	\$12,464.00	\$8,779.59	10-12
Shihlin	no bid	\$0.00	\$0.00	no bid	no bid
TEC	GE Prolec	\$5,891.00	\$11,782.00	\$8,406.85	12
Techline #1	Howard	\$5,880.00	\$11,760.00	\$8,314.56	13-15
Techline #2	Howard	\$5,690.00	\$11,380.00	\$8,100.87	15-17
Wesco	ABB	\$7,153.00	\$14,306.00	\$9,327.35	12-14

Low Bid

ITEM NUMBER: 2**ITEM DESCRIPTION:** 300 KVA Padmount Transformer 208/120**Order Quantity:** 3**INVENTORY #:** 285-086-00041

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$7,618.00	\$22,854.00	\$11,759.55	12
KBS #1	Cooper	\$10,664.00	\$31,992.00	\$14,887.63	6-8
KBS #2	Ermco	\$8,710.00	\$26,130.00	\$13,043.93	10
Priester Mell & Nicholson	CG Power	\$8,521.00	\$25,563.00	\$12,835.14	10-12
Shihlin	no bid	\$0.00	\$0.00	no bid	no bid
TEC	GE Prolec	\$7,635.00	\$22,905.00	\$11,776.55	12
Techline #1	Howard	\$8,456.00	\$25,368.00	\$12,509.37	13-15
Techline #2	Howard	\$8,415.00	\$25,245.00	\$12,465.17	15-17
Wesco	ABB	\$9,907.00	\$29,721.00	\$13,510.81	12-14

Low Bid

ITEM NUMBER: 3**ITEM DESCRIPTION:** 750 KVA Padmount Transformer 208/120**Order Quantity:** 1**INVENTORY #:** 285-086-00043

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$14,915.00	\$14,915.00	\$24,562.83	12
KBS #1	Cooper	\$18,131.00	\$18,131.00	\$27,415.28	6-8
KBS #2	Ermco	\$14,844.00	\$14,844.00	\$24,365.67	10
Priester Mell & Nicholson	CG Power	\$17,401.00	\$17,401.00	\$26,990.10	10-12
Shihlin	Shihlin	\$15,300.00	\$15,300.00	\$24,046.48	18
TEC	GE Prolec	\$15,245.00	\$15,245.00	\$24,892.83	12
Techline #1	Howard	\$17,230.00	\$17,230.00	\$26,430.49	13-15
Techline #2	Howard	\$15,500.00	\$15,500.00	\$25,306.81	15-17
Wesco	ABB	\$17,871.00	\$17,871.00	\$25,595.15	12-14

Low Bid

ITEM NUMBER: 4**ITEM DESCRIPTION:** 1000 KVA Padmount Transformer 208/120**Order Quantity:** 1**INVENTORY #:** 285-086-00044

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$18,786.00	\$18,786.00	\$30,785.31	12
KBS #1	Cooper	\$21,918.00	\$21,918.00	\$33,575.68	6-8
KBS #2	Ermco	\$18,905.00	\$18,905.00	\$30,540.75	10
Priester Mell & Nicholson	CG Power	\$22,321.00	\$22,321.00	\$34,359.67	10-12
Shihlin	Shihlin	\$17,800.00	\$17,800.00	\$28,936.29	18
TEC	GE Prolec	\$19,199.00	\$19,199.00	\$31,198.31	12
Techline #1	Howard	\$21,395.00	\$21,395.00	\$32,886.92	13-15
Techline #2	Howard	\$19,500.00	\$19,500.00	\$31,541.16	15-17
Wesco	ABB	\$20,921.00	\$20,921.00	\$30,546.92	12-14

Low Bid

Shihlin bid is not recommended due to manufacture outside of North America and lack of sales presence in Texas

ITEM NUMBER: 5**ITEM DESCRIPTION:** 112.5 KVA Padmount Transformer 480/277**Order Quantity:** 2**INVENTORY #:** 285-086-00045

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$5,301.00	\$10,602.00	\$7,337.26	12
KBS #1	Cooper	\$7,361.00	\$14,722.00	\$9,340.23	6-8
KBS #2	Ermco	\$5,510.00	\$11,020.00	\$7,557.60	10
Priester Mell & Nicholson	CG Power	\$5,503.00	\$11,006.00	\$7,555.41	10-12
Shihlin	no bid	\$0.00	\$0.00	no bid	no bid
TEC	GE Prolec	\$5,315.00	\$10,630.00	\$7,351.26	12
Techline #1	Howard	\$5,018.00	\$10,036.00	\$6,969.51	13-15
Techline #2	Howard	\$5,190.00	\$10,380.00	\$6,979.56	15-17
Wesco	ABB	\$6,844.00	\$13,688.00	\$8,104.26	12-14

Low Bid

ITEM NUMBER: 6**ITEM DESCRIPTION:** 750 KVA Padmount Transformer 480/277**Order Quantity:** 1**INVENTORY #:** 285-086-00039

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities	GE Prolec	\$11,510.00	\$11,510.00	\$20,534.25	12
KBS #1	Cooper	\$16,010.00	\$16,010.00	\$25,139.17	6-8
KBS #2	Ermco	\$13,840.00	\$13,840.00	\$23,210.05	10
Priester Mell & Nicholson	CG Power	\$14,880.00	\$14,880.00	\$23,953.15	10-12
Shihlin	no bid	\$14,400.00	\$14,400.00	\$22,503.21	18
TEC	GE Prolec	\$11,765.00	\$11,765.00	\$20,789.25	12
Techline #1	Howard	\$14,046.00	\$14,046.00	\$23,108.90	13-15
Techline #2	Howard	\$14,050.00	\$14,050.00	\$22,957.03	15-17
Wesco	ABB	\$17,695.00	\$17,695.00	\$24,430.26	12-14

Low Bid

August 23, 2012
Regular Agenda Item No. 1
Public Hearing for FY 12 - FY 13 Proposed Budget

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion on the City of College Station 2012-2013 Proposed Budget.

Recommendation(s): Hold public hearing on Proposed Budget and receive citizen input. Provide direction to staff on budget.

Summary: The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on August 09, 2012. Four budget workshops were scheduled to review the proposed budgets on August 16th, August 17th, August 20th, and August 21st.

On August 9, 2012, the City Council called a public hearing on the FY 12-13 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2012-2013 Budget is scheduled to be adopted on September 13, 2012.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$212,643,409
<u>Subtotal Capital:</u>	<u>40,490,202</u>
Total Proposed Budget:	\$253,133,611

Attachments: Please bring Proposed FY 12-13 Budget.

August 23, 2012
Regular Agenda Item No. 2
Southside Area Neighborhood Plan

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance amending the College Station Comprehensive Plan by adopting the Southside Area Neighborhood Plan for the area generally bounded by George Bush Drive, Texas Avenue South, Holleman Drive, Welsh Avenue, Southwest Parkway, and Wellborn Road.

Relationship to Strategic Goals: Core Services and Infrastructure, Neighborhood Integrity, Multi-Modal Transportation, and Sustainable City.

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered the mobility components of the Plan at their August 6th meeting and unanimously recommended approval (7-0). The Planning and Zoning Commission held a public hearing for this item at their August 16th meeting and recommended approval of the Plan (6-0).

Summary: This item is for consideration of the Southside Area Neighborhood Plan. This Plan is the third in a series of neighborhood, district, and corridor plans that are developed to implement the City's Comprehensive Plan vision to create, promote, and enhance places of distinction. The Central College Station Neighborhood Plan and the Eastgate Neighborhood Plan were adopted in 2010 and 2011, respectively.

The process for the Southside Area Neighborhood Plan began in September 2011 with a neighborhood open house meeting and the creation of a Neighborhood Resource Team, consisting of 40 Area residents and property owners, established to guide the development of the Plan. Over the past year, staff has worked with the neighborhood to develop a plan that addresses community character and land use, neighborhood integrity, mobility, and public facilities in the Southside Area. During this time, seven public neighborhood meetings and nine Resource Team meetings were held.

The Plan includes 79 action items to be implemented over the next five to seven years, including actions such as new sidewalks and street lights, amendments to the Future Land Use and Character Map, and the creation of character preservation zoning options. Through the implementation of these strategies, the City aims to help stabilize and protect the Southside Area neighborhood while encouraging appropriate redevelopment opportunities around the perimeter of the neighborhood.

Primary Plan elements are described below and include Neighborhood Integrity and Community Character; Mobility; and Public Facilities and Services.

Neighborhood Integrity and Community Character - This chapter focuses on land use, redevelopment, character preservation, and neighborhood organizations, with an established Neighborhood Integrity & Community Character Goal for the Southside Area to be a neighborhood that is a collection of unique areas with preserved character and long-term viability and appeal as an established family-friendly neighborhood.

The strategies in this chapter focus on the creation of additional neighborhood organizations, the creation of a character preservation overlay, and preservation of the neighborhood development pattern.

Mobility - This chapter focuses on pedestrian and bicycle safety, accessibility, and the function of streets, with an established Mobility Goal for the Southside Area to maintain a safe and efficient transportation network that accommodates multiple modes of transportation, while retaining the character and integrity of the neighborhood.

The strategies in this chapter focus on intersection improvements, reducing the traffic impact on the neighborhood from the potential redevelopment of the northwest corner of the neighborhood, increasing pedestrian and bicycle safety, maintaining the character of existing streets, and addressing existing on-street parking in areas with safety issues.

Public Facilities and Services - This chapter focuses on strategies relating to community services, infrastructure, capital investments, and public safety with an established Public Facilities and Services Goal for the Southside Area to provide facilities and services that meet the needs to the residents and positively contribute to the character and integrity of the neighborhood.

The strategies in this chapter focus on code enforcement, affordable housing, and infrastructure improvements.

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

Attachments:

1. The Southside Area Neighborhood Plan is on file at the City Secretary's Office and is available on the City's website at www.cstx.gov/ndcplanning.
2. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY ADOPTING THE EASTGATE NEIGHBORHOOD PLAN FOR THE AREA GENERALLY BOUNDED BY UNIVERSITY DRIVE EAST, TEXAS AVENUE SOUTH, DOMINIK DRIVE, AND MUNSON AVENUE; 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 adding a new section B.12, the Southside Area Neighborhood Plan, as duly adopted herein and as incorporated into such Comprehensive Plan by reference thereto as if 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 Southside Area Neighborhood 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 23rd day of August, 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson

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;
9. Growth Management and Capacity; and
10. Implementation and Administration.

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. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011; and
14. Southside Area Neighborhood Plan dated August 2012.

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"
SOUTHSIDE AREA NEIGHBORHOOD PLAN

August 23, 2012
Regular Agenda Item No. 3
International Building Code Amendment

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on a ordinance amending Chapter 3, "Building Regulations" of the Code of Ordinances of the City of College Station, Texas, amending the 2012 International Building Code by adopting Appendix D, establishing a Fire District.

Relationship to Council Strategic Plan: Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, and Sustainable City.

Recommendation(s): The Construction Board of Adjustment and Appeals considered this item at a public meeting earlier this month and voted unanimously to recommend approval. Staff also recommends approval.

Summary: The City Council adopted the 2012 International Building Code (IBC) in December of 2011. However, Appendix D of the IBC was inadvertently omitted from the adopting ordinance. The City has traditionally included Appendix D as part of the Code adoption process and this ordinance enables continued enforcement of this important provision.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, "BUILDING REGULATIONS," SECTION 6, "INTERNATIONAL BUILDING CODE ADOPTED," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADOPTING INTERNATIONAL BUILDING CODE APPENDIX D, "FIRE DISTRICTS"; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 3, Section 6 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.
- PART 4: 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 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 _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EXHIBIT A

That Chapter 3, "Building Regulations," Section 6, "International Building Code Adopted," of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding a subsection, to be numbered Subsection A(28), which said subsection shall read as follows:

**"CHAPTER 3
BUILDING REGULATIONS**

....

SECTION 6. International Building Code Adopted.

....

INTERNATIONAL BUILDING CODE ADOPTED

A. The above referenced International Building Code is hereby amended as follows:

....

28. Appendix D (Fire Districts) is hereby adopted.

...."

August 23, 2012
Regular Agenda Item No. 3
20-ft Sanitary Sewer Easement Abandonment – 8416 & 8418 Justin Avenue

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.09 acre, 20-foot wide sanitary sewer easement, which is located on Lots 9 and 10 of Block 2 of the North Forest Estates Subdivision according to the plat recorded in Volume 8640, Page 82 of the Deed Records of Brazos County, Texas.

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

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

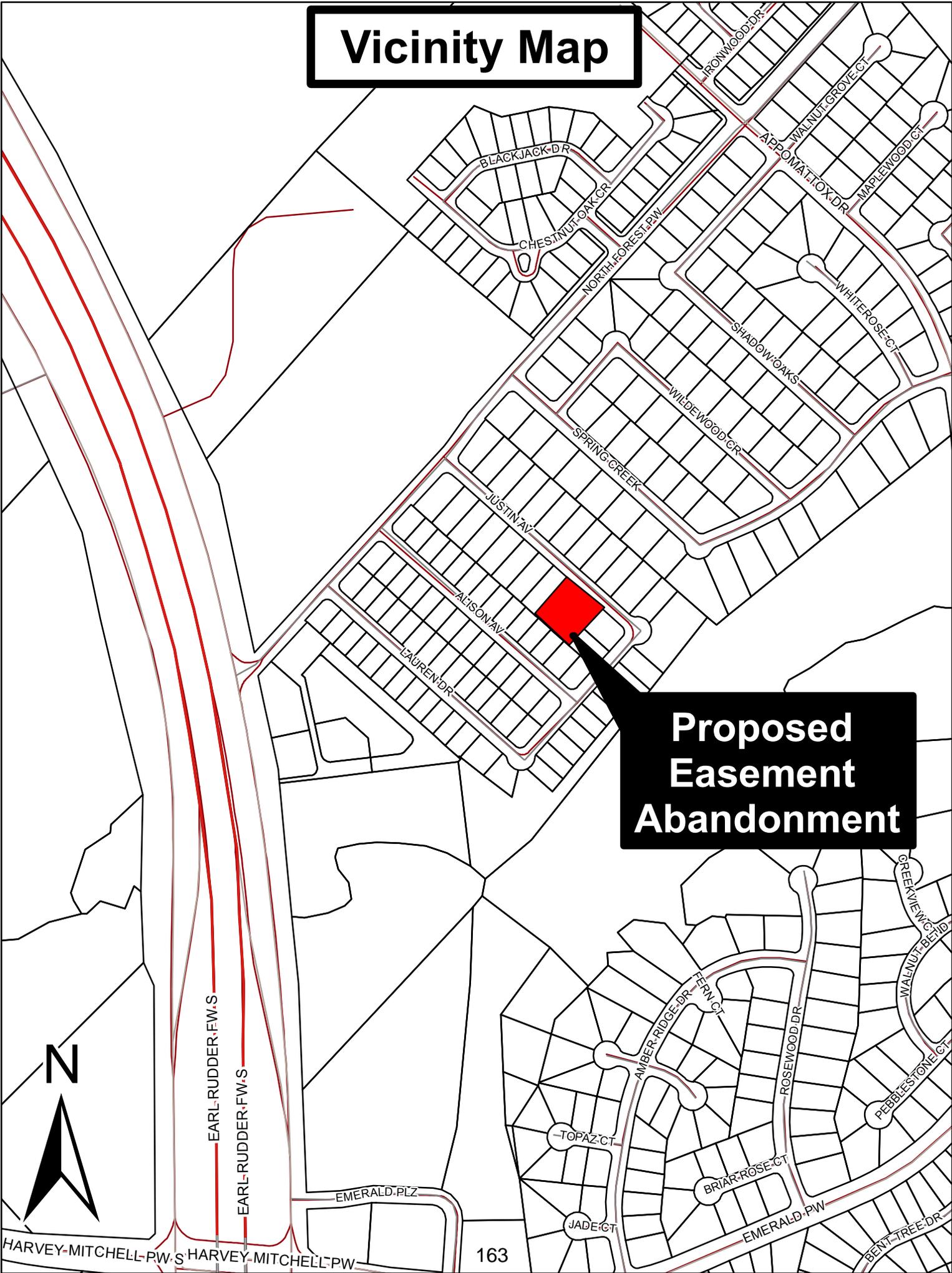
The 0.09 acre, 20-foot wide sanitary sewer easement to be abandoned is located on Lots 9 and 10 of Block 2 of the North Forest Estates Subdivision according to the plat recorded in Volume 8640, Page 82 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

Vicinity Map



**Proposed
Easement
Abandonment**

Location Map



Proposed
Easement
Abandonment

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.09 ACRE, 20-FOOT WIDE SANITARY SEWER EASEMENT, WHICH IS LOCATED ON LOTS 9 AND 10 OF BLOCK 2 OF THE NORTH FOREST ESTATES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 8640, PAGE 82 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.09 acre, 20-foot wide sanitary sewer easement, which is located on Lots 9 and 10 of Block 2 of the North Forest Estates Subdivision according to the plat recorded in Volume 8640, Page 82 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easement"); and

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

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

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

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

PART 2: That the Easement described above and in Exhibit "A" attached hereto be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

20' Sanitary Sewer Easement Abandonment
North Forest Estates
Morgan Rector Survey, A-46
College Station, Brazos County, Texas

Field notes of a 20' wide strip or parcel of land, lying and being situated in the Morgan Rector Survey, Abstract No. 46, College Station, Brazos County, Texas, and being part of Lots 9 and 10, Block 2, North Forest Estates, according to the plat recorded in Volume 8640, Page 82, of the Official Records of Brazos County, Texas, and said strip being more particularly described as follows:

BEGINNING at a 60d nail set in the southwest right-of-way line of Justin Avenue - 50' wide right-of-way in the northeast line of Lot 10, Block 2 located N 48° 16' 24" W - 45.24 feet from a ½" iron rod found marking the east corner of Lot 10, Block 2;

THENCE along the southeast and east lines of the existing 20' wide sanitary sewer easement as shown on the abovementioned plat of North Forest Estates, as follows:

S 66° 38' 47" W for a distance of 59.12 feet,
S 15° 21' 51" W for a distance of 137.71 feet to a 60d nail set in the southwest line of the beforementioned Lot 10, a ½" iron rod found marking the south corner of said Lot 10 bears S 48° 16' 24" E - 2.01 feet;

THENCE N 48° 16' 24" W along the common line between the beforementioned Lot 10, Block 2, and Block 4, North Forest Subdivision, according to the plat recorded in Volume 6005, Page 130, of the Official Records of Brazos County, Texas, for a distance of 22.32 feet to a 60d nail set in the west line of the beforementioned 20' wide sanitary sewer easement;

THENCE along the west and northwest lines of the beforementioned 20' wide sanitary sewer easement, as follows:

N 15° 21' 51" E for a distance of 137.40 feet,
N 66° 38' 47" E for a distance of 59.43 feet to a 60d nail set in the southwest line of Justin Avenue;

THENCE S 48° 16' 24" E along the southwest right-of-way line of Justin Avenue, for a distance of 22.05 feet to the **PLACE OF BEGINNING**, containing 0.09 acre of land, more or less.



Surveyed: October, 2011
By: *S. M. Kling*
S. M. Kling
R.P.L.S. No. 2003

Prepared 10/26/11
kes11-dvd\North Forest Estates 20' SS Ezmt Abandonment.wpd

SEE ATTACHED SKETCH

August 23, 2012
City Council Regular Agenda Item No. 5
Appointment to BVCOG

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action and discussion regarding the appointment to the Brazos Valley Council of Governments.

Background & Summary: A letter has been received from the BVCOG informing the City that Mayor Berry's term of office for membership to their Board of Directors expires September 30, 2012. The Brazos County Commissioner's Court must make this appointment prior to the September 5, 2012 Board of Directors meeting.

Budget & Financial Summary: There is no fiscal impact.

Attachments:

- BVCOG letter



BRAZOS VALLEY COUNCIL OF GOVERNMENTS
P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128

August 10, 2012

The Honorable Nancy Berry
Mayor, City of College Station
P.O. Box 9960
College Station, TX 77842

RE: BVCOG BOARD TERM EXPIRATION FOR BRAZOS COUNTY
REPRESENTATIVE

Dear Mayor Berry:

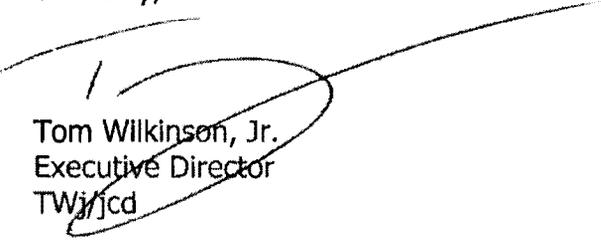
I am writing to let you know that the term of office for membership to our Board of Directors will expire on September 30, 2012 for the following individual:

Mayor Nancy Berry

Recommendation for BVCOG Board Membership has to come from Brazos County to the Council of Governments. If you would, please let Brazos County Commissioner's Court know of your recommendation to either reappoint yourself to the board or suggest a replacement as a representative of the City of College Station. If you recommend a replacement, this appointee must be an elected official.

A prompt recommendation will be much appreciated, as this appointment will need to be made at Brazos County Commissioner's Court prior to our September 5, 2012 Board of Directors meeting.

Sincerely,


Tom Wilkinson, Jr.
Executive Director
TWj/jcd

AUG 14 2012
RECEIVED

OFFICES AT 3991 EAST 29TH STREET
Email: info@bvcog.org

ADMINISTRATION PHONE 979/595-2800
FAX 979/595-2810

August 23, 2012
Regular Agenda Item No. 6
HHSC 1115 Waiver

To: David Neeley, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on consideration affiliation agreement with the College Station Medical Center to open discussions on the option under the 1115 Transformation Waiver of the Social Security Act on a partnership for an employee clinic.

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

Recommendation(s): Staff recommends Council approve the affiliation agreement with College Station Medical Center.

Summary: The State of Texas Health & Human Services Commission has received federal approval for the 1115 Waiver program which provides incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care and cost-effectiveness of care provided.

The program establishes a framework for regional healthcare partnerships focused on improving the health of patients served. The affiliation agreement is required to allow conversations to occur under the 1115 Waiver program, but is non-binding on any further action or agreements.

Budget and Financial Summary: There are currently no expenditures for this project.

Attachments:

Affiliation Agreement available for review at Council Meeting